

WESTTOWN TOWNSHIP

1039 Wilmington Pike
West Chester, PA 19382
610-692-1930

Post Office Box 79
Westtown, PA 19395
FAX 610-692-9651

www.westtownpa.org

AGENDA **Westtown Township Board of Supervisors** **Workshop Agenda**

Westtown Township Municipal Building
1039 Wilmington Pike, Westtown

Tuesday, January 16, 2024

Start time: 6:15 PM Workshop

- 1. Update on Crebilly Acquisition from Natural Lands – 20 minutes**
- 2. Consider Access Easement Agreement and Amended Land Lease with SBA Towers for Cell Tower at Oakbourne Park – 10 minutes**
- 3. Consider Draft Memorandum of Understanding with East Goshen on Police Patrol Units – 10 minutes**
- 4. Consider Draft Letter to Commissions – 10 minutes**
- 5. Consider Draft Outdoor Burning Ordinance – 15 minutes**
- 6. Public Comment on Workshop Items* - 10 minutes**

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

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

Or by phone at: 646-558-8656

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

MEMO

Date: January 10, 2024

To: Board of Supervisors

From: Jon Altshul, Township Manager

Re: Consider Proposed Amendment to SBA Tower Lease Agreement & Access Easement Agreement

Attached please find proposed amendments to the lease agreement and access easement with SBA Tower, LLC for the cell tower in Oakbourne Park. These documents were received back from SBA in December and have been reviewed by the Township Solicitor.

These documents have now gone through three rounds of edits, and while we didn't get everything we asked for, I believe these agreements are an improvement over what is currently in place and will provide greater protections to ensure that repair and maintenance work at the tower do not interfere with scheduled events at the mansion.

Specifically, Section 3 of the Access Easement Agreement will require SBA to notify the Township at least 24 hours in advance of any work to be performed, except in the case of emergencies, in which case SBA shall notify the Township "as soon as possible." It also stipulates that SBA shall "make every effort" to ensure that equipment is not left out or otherwise interfere with the property. Finally, it requires SBA to "make every attempt" not to cause damage to the Easement Area, and if it does, it shall repair such damage. By contrast, the current arrangement provides no notice requirements.

However, SBA struck our request for liquidated damages for any violations of Section 3 (\$500 per occurrence and \$500 per day). It also struck our request that the Township have the right to deny SBA access to the easement area.

Otherwise, financially the terms of the agreement are favorable to the Township, with annual escalators of the greater of 3% or the annual increase in the Consumer Price Index, up to a maximum of 5%. We will also receive a one-time payment of \$20,000 upon execution of the agreement.

Staff's only request is that SBA provide a more legible easement plan, which shouldn't be a problem.

If the draft agreements are acceptable to the Board, I would recommend that the Board approve them at its meeting on February 6.

Board feedback is requested.

Prepared by:
Gawthrop Greenwood, PC
17 E. Gay Street, Suite 100
West Chester, PA 19380

Return to:
Gawthrop Greenwood, PC
17 E. Gay Street, Suite 100
West Chester, PA 19380
Attn: Patrick McKenna, Esq.

U.P.I. No. 67-4-46

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (as may be amended, modified or supplemented from time to time ("Agreement"), is made this ___ day of _____, 202__ by and between WESTTOWN TOWNSHIP, a Township of the Second Class ("Township"), and SBA TOWERS, LLC, a Florida limited liability company ("SBA") (collectively the "Parties").

BACKGROUND

WHEREAS, the Township owns certain land commonly known as Oakbourne Park, 1014 South Concord Road, Westtown Township, Chester County, Pennsylvania being identified as UPI No. 67-4-46 (the "Property"); and

WHEREAS, pursuant to that certain Option & Land Lease Agreement between the Parties dated April 17, 2001 (as amended, modified or supplemented from time to time, the "Lease Agreement") further evidenced by that certain Memorandum of Land Lease between the Parties dated April 17, 2011 and recorded in Book 5069, Page 1175 et al. (the "Memorandum"), SBA was granted, among other things, an easement for ingress, egress and regress over the Property for the purposes described in Section 5 of the Lease Agreement, and as more fully set forth in the Memorandum (the "Existing Easement"); and

WHEREAS, the Parties are entering into an Amendment to Option & Land Lease of even date herewith and desire to, among other things, replace the Existing Easement with the Easement set forth in this Agreement upon the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. **Incorporation of Background Recitals.** The foregoing background recitals are incorporated herein and by this reference are made a material part of this Agreement.

2. **Easement**. The Township hereby gives, grants, bargains, sells and conveys to SBA, its heirs and assigns, a non-exclusive, free, uninterrupted, perpetual, and permanent access easement (the "**Easement**") on, over, across, and through the Easement Area (hereinafter defined), for the purposes set forth in the Lease Agreement. The term "Easement Area" shall mean that area designated and depicted on that certain As-Built Survey prepared by Certa Tower Services, LLC, dated May 15, 2023, attached hereto and made a part hereof as **Exhibit "A"**, and which is further described on that legal description attached hereto and made a part hereof as **Exhibit "B"** (**Exhibit "A"** and **Exhibit "B"** collectively being the "**Easement Area**").

3. **Use of Easement Area**.

(a) SBA may use the Easement Area for any and all purposes not inconsistent with the purposes set forth in this Agreement and the Lease Agreement. SBA shall make every attempt not to cause damage to the Easement Area, but in the event SBA does cause damage, SBA shall repair such damage. SBA shall not interfere with the Township's use of the Easement Area.

(b) SBA must notify the Township during normal business hours (Monday through Friday, 9:00AM to 5:00PM EST) at least twenty-four (24) hours prior to it or any of its employees, licensees, contractors, subleasees, or wireless carriers entering the Easement Area for maintenance, repair, replacement or any other actions requiring the use of cranes, semi-trucks, tractor trailers, and/or any other heavy machinery (collectively, the "**Machinery**") except in the case of emergency, in which case SBA shall notify Township as soon as possible. In the event the Machinery will interfere with an event at the event venue located on the Property known as Oakbourne Mansion, the Township, in its sole discretion, shall have the right to deny SBA or any of its employees, licensees, contractors, subleasees, or wireless carriers request for access to the Easement Area, however, such denial will not be applicable in the case of emergency.

(c) SBA shall make every effort to ensure its employees, licensees, contractors, subleasees, and wireless carriers, use the Easement Area, and do not enter upon, leave Machines or any other equipment upon, or otherwise interfere with any other area on the Property.

(d) At all times during the term of this Agreement, SBA shall have the non-exclusive right to use, and shall have free access to, the Easement Area seven (7) days a week, twenty-four (24) hours a day.

4. **Indemnification**. Each party hereto and their successors and assigns shall indemnify, defend, and hold the other party and anyone claiming through such party harmless (except for damage resulting from the tortious acts of such other parties) from and against any damages, liability, actions, claims, and expenses (including without limitation, reasonable attorneys' fees and costs) in connection with the loss of life, personal injury and/or damage to property arising from or out of breach of this Agreement or any occurrence in or about the Easement Area occasioned wholly or in part by that party's negligence or willful misconduct or by any act or omission of said party, its agents, contractors, employees, licensees, invitees, guests or any other person there at the request or for the benefit of said party.

5. Existing Easement. The Parties hereto acknowledge and agree that the Easement created hereunder is the "Easement Agreement" as that term as defined in the Lease Agreement and hereby replaces the Existing Easement which is no longer of any force or effect.

6. Duration. The Parties' respective rights and obligations hereunder shall continue in full force and effect for the term of the Lease Agreement, and shall be binding upon and inure to the benefit of the Parties and each of their respective successors, grantees and assigns.

7. Amendment. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing and in recordable form, signed by all of the Parties.

8. Recording. This Agreement, at the Township's expense, shall be recorded in the office of the Recorder of Deeds in and for Chester County, Pennsylvania.

9. Governing Law; Venue. This Agreement is governed by Pennsylvania law. Any dispute or claim arising out of this Agreement shall be subject to the jurisdiction and venue of the Court of Common Pleas of Chester County, Pennsylvania.

10. Authority. Each of the undersigned has the right and authority to execute this Agreement and to bind the Parties, respectively, to its terms.

11. Headings. The headings in this Agreement are for convenience of reference only and are not material.

12. Ambiguities. Each of the undersigned has participated in the drafting of this Agreement, and this Agreement shall not be construed against any Party as the drafter.

13. Severability. If any term of this Agreement shall to any extent be declared invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given as provided in Section 10 of the Lease Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one instrument.

16. Integration Clause. This Agreement is an integrated agreement containing all of the terms agreed upon by the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous oral or written statements, representations, and agreements concerning the subject matter of this Agreement, and it may not be amended except by a writing executed by all of the Parties.

IN WITNESS WHEREOF, the Parties hereby agree to and execute this Agreement, intending it to be effective the day and year first above written.

WITNESSES:

TOWNSHIP:

**Westtown Township, a Township of the
Second Class**

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

On this _____ day of _____, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, the _____ of Westtown Township, a Township of the Second Class, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires _____

(NOTARY SEAL)

AGREED TO AND ACCEPTED this _____ day of _____, 202____, but shall be effective as of the Effective date.

WITNESSES:

SBA:

SBA Towers, LLC, a Florida limited liability company

Print Name: _____

By: _____
Joshua Koenig, Executive Vice
President and General Counsel

Print Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this _____ day of _____, 2023, by Joshua Koenig, Executive Vice President and General Counsel of SBA Towers, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me and who did not take an oath.

Notary Public
My Commission Expires _____

(NOTARY SEAL)

EXHIBIT "A"

[Attached Survey]

PARENT PARCEL DESCRIPTION (AS PROVIDED)

All that certain lot or piece of land with buildings and improvements, hereinafter and appurtenances thereon erected, situate in the Township of Westtown, County of Chester and State of Pennsylvania, bounded and described according to a survey plan by W. A. McDonald and topographical plan of property of James C. Smith Memorial Home, made by P.H. Steed and Associates, Architects, Engineers and Planners, West Chester, Pa. Dated June 3, 1971, as follows, to wit:

Beginning at a point formed by the intersection of the title line in the bed of Concord Road with the title line in the bed of Osbourne Road; thence extending from said beginning point, along the title line in the bed of Concord Road South 27 degrees 31 minutes East 1,689.20 feet to a point; thence extending South 68 degrees 58 minutes West 1,049.15 feet to a point; thence extending North 22 degrees 30 minutes West 1,526.20 feet to a point; thence extending North 30 degrees 9 minutes East 155.40 feet to a point, South of the Southerly line of Osbourne Road; thence extending North 52 degrees 7 minutes East 122.25 feet; thence extending North 64 degrees 34 minutes East crossing over the Southerly side of Osbourne Road and along the title line in the bed of said road 633.55 East to the first mentioned point and place of beginning.

EXCLUSIVE EASEMENT AREA (AS PROVIDED)

BEGINNING of a point formed by the intersection of the title line in the bed of Concord Road with the title line in the bed of Osbourne Road; thence extending from said beginning point (2) two courses and distances along the bed of Concord Road; thence

- A. South 2731°00' East 591.52 feet to a point; thence
- B. South 4958°13' West 753.37 feet to a point; thence from said beginning point.

- 1) North 6922°05' East 75.00 feet to a point; thence
- 2) North 0037°55' West 75.00 feet to a point; thence
- 3) South 6922°05' West 75.00 feet to a point; thence
- 4) South 0037°55' East 75.00 feet to a point; thence to the point of beginning.

CONTAINING 5625.00 Sq. Ft. or 0.129 Acres.

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS PROVIDED)

BEGINNING of a point formed by the intersection of the title line in the bed of Concord Road with the title line in the bed of Osbourne Road; thence extending from said beginning point, along the bed of Concord Road South 2731°00' East 591.52;

THENCE leaving said point of beginning so fixed and running through the Tax Map parcel # 67-4-46 the following (24) twenty four courses and distances:

- 1) South 5125°06' West 121.48 feet to a point; thence
- 2) South 4241°53' West 123.89 feet to a point; thence
- 3) South 3125°07' West 314.57 feet to a point; thence
- 4) South 2044°55' West 50.50 feet to a point; thence
- 5) South 4753°05' West 89.88 feet to a point; thence
- 6) North 5335°40' West 79.05 feet to a point; thence
- 7) North 6047°07' West 19.81 feet to a point; thence
- 8) South 7544°39' West 57.28 feet to a point; thence
- 9) North 7305°12' West 45.46 feet to a point; thence
- 10) North 0037°55' West 25.89 feet to a point; thence
- 11) South 8922°05' West 16.00 feet to a point; thence
- 12) North 0037°55' West 20.00 feet to a point; thence
- 13) North 6922°05' East 41.00 feet to a point; thence
- 14) South 0037°55' East 27.57 feet to a point; thence
- 15) South 2305°12' East 20.17 feet to a point; thence
- 16) North 7544°39' East 55.50 feet to a point; thence
- 17) South 8035°40' East 31.65 feet to a point; thence
- 18) South 8047°07' East 64.66 feet to a point; thence
- 19) North 4753°05' East 63.41 feet to a point; thence
- 20) North 2044°52' East 66.60 feet to a point; thence
- 21) North 3125°07' East 319.38 feet to a point; thence
- 22) North 4241°53' East 128.26 feet to a point; thence
- 23) North 5125°06' East 128.28 feet to a point; thence
- 24) South 2731°00' East 25.47 feet to a point; thence to the point of beginning.

CONTAINING 24231.28 Sq. Ft. or 0.556 Acres.

EXCLUSIVE EASEMENT AREA (AS SURVEYED)

Situated in the Township of Westtown, County of Chester, and Commonwealth of Pennsylvania, known as being a part of a parcel of land now or formerly conveyed to Westtown Township as recorded in Book D43, Page 283 of Chester County records and being more particularly described as follows:

Commencing at the intersection of the title line in the bed of South Concord Road with the title line in the bed of Osbourne Road; THENCE South 3327°04' East, along the title line in the bed of said South Concord Road, a distance of 1,445.24 feet; THENCE North 62°15'28" West, a distance of 1,008.82 feet to the POINT OF BEGINNING;

- THENCE South 83°26'01" West, a distance of 75.00 feet;
- THENCE North 66°33'59" West, a distance of 75.00 feet;
- THENCE North 83°26'01" East, a distance of 75.00 feet;
- THENCE South 66°33'59" East, a distance of 75.00 feet to the POINT OF BEGINNING and containing 0.129 acres (5,625 square feet) of land, more or less.



AS-BUILT SURVEY
1014 S. Concord Rd
Westtown, PA 19382
SITE ID#: PAC08447-8
SITE NAME: WESTTOWN

SBA Network Services, LLC
6051 Congress Avenue
Boca Raton, FL 33487-1307

BASIS OF OF BEARINGS

The meridian for all bearings shown herein is the Pennsylvania State Plane Coordinate System, South Zone (NAD 83 Zone 3702) NAD 83(2011).

FLOOD ZONE

By scaled map location and graphic plotting only, the surveyed property appears to lie entirely in Zone X-Unshaded (Area of Minimal Flood Hazard) according to the Flood Insurance Rate Map for the County of Chester, Community Panel Nos. 42029002100 and 42029002000, Effective Date September 23, 2017.

ENCROACHMENTS

At the time of survey there were no visible encroachments onto or beyond the surveyed property.

CERTIFICATION

I, ERIC S. JACKSON, PLS, a Pennsylvania State Registered Professional Land Surveyor, License No. SU075523, hereby certify to SBA Towers, LLC, a Florida limited liability company the following:

Latitude and Longitude values for the center of the above-referenced tower are accurate to within 1/4- 1/5 feet horizontally.

HORIZONTAL DATUM: NAD83
LATITUDE NORTH 39° 56' 15.67"
LONGITUDE WEST 75° 34' 28.82"

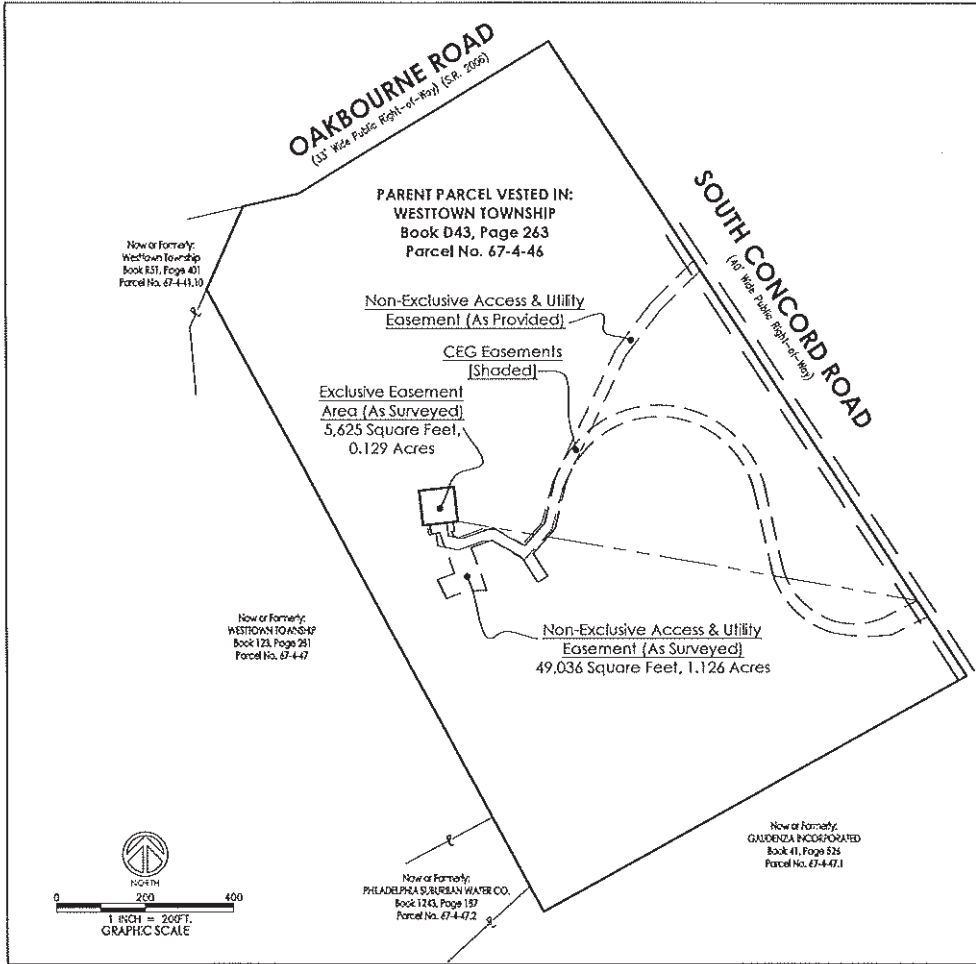
By: *Eric S. Jackson*
Eric S. Jackson, PLS
Pennsylvania Professional Land Surveyor No. SU075523
Date of Survey: May 15, 2023

CERTA TOWER SERVICES LLC
2826 State Road #135
Cuyahoga Falls, OH 44223-1244
www.certatower.com

NORTH COAST GEOMATICS
667 Sunridge Road
Fallowell, OH 44333
(614) 516-3611
dgram@northcoastgeom.com

Note: This survey does not represent a boundary survey of the parent parcel.

Drawn By: LKC Scale: N/A
Date: 05.15.23 Sheet: 1 of 5
Circle Project No.: 2347



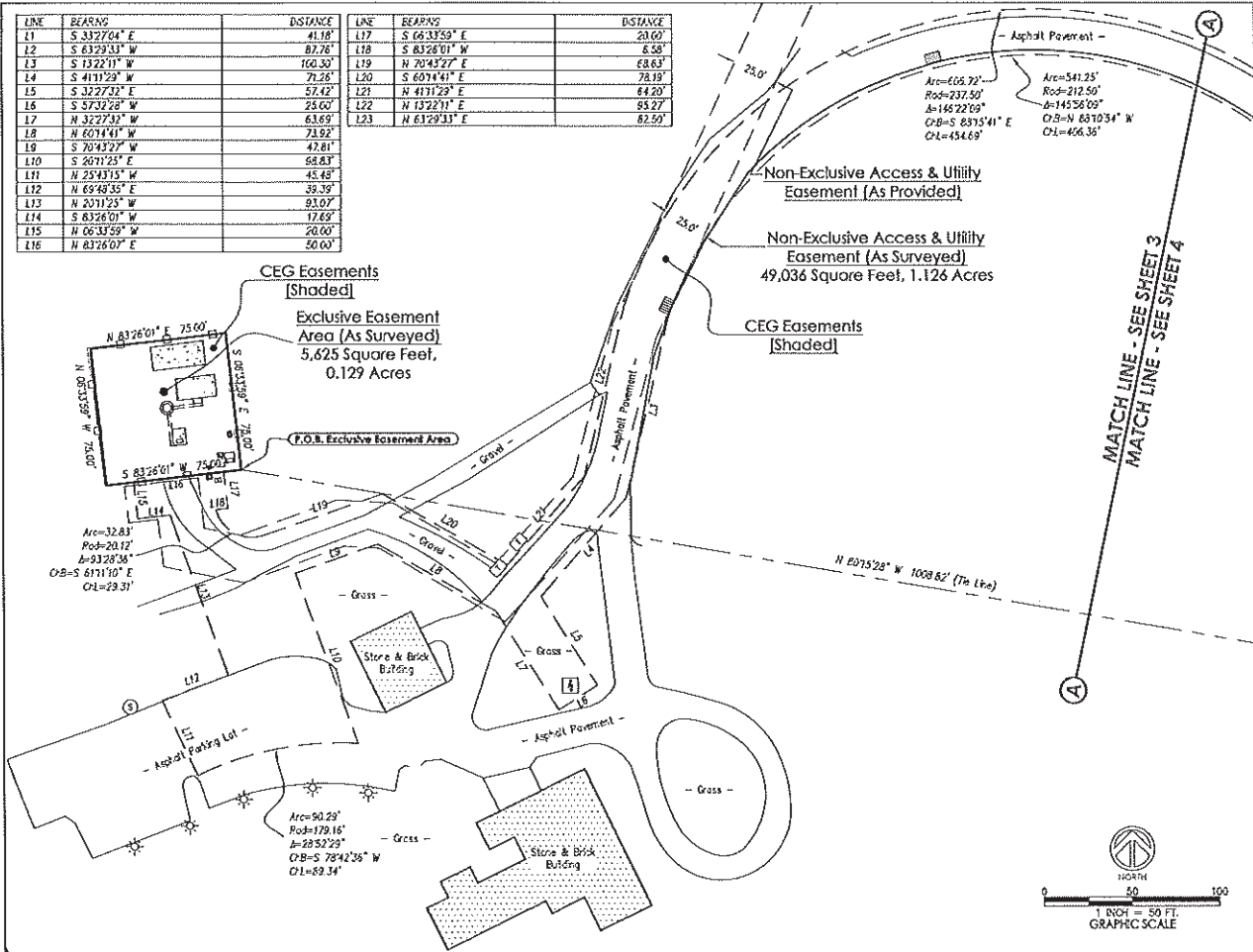
SYMBOL LEGEND

R/W	- Right-of-Way
A	- Adjacent Property Line
C	- Centerline
P.O.B.	- Point of Beginning
P.O.C.	- Point of Commencement
Rod	- Rod/Sis
Arc	- Arc Length
Δ	- Delta Angle
OB	- Chord Bearing
CL	- Chord Length
M	- Measured
(R)	- Record
ET	- Electric Meter
ET	- Electric Transformer
SM	- Sanitary Manhole
SM	- Storm Manhole
CB	- Catch Basin (Square)
CI	- Curb Inlet
TP	- Telephone Pedestal
TV	- Telephone Vault
LP	- Light Pole
UP	- Utility Pole
UV	- Unknown Vault
OU	- Overhead Utilities
WF	- Wood Fence
CA	- Concrete Area
BA	- Building Area

<p>AS-BUILT SURVEY 1014 S. Concord Rd Westtown, PA 19382 SITE ID#: P-A03447-B SITE NAME: WESTTOWN</p>	<p>SBA SBA Network Services, LLC 8831 Congress Center Bechtel, PA 30497-1307</p>
<p>CERTA TOWER SERVICES LLC 2926 State Road #135 Cuyahoga Falls, OH 44223-1244 3302953673 certa@certatower.com www.certatower.com</p>	<p>NORTH COAST GEOMATICS 467 Sunridge Road Fairlawn, OH 44333 (614) 514-3611 dignom@northcoastgeomatics.com</p>
<p>Note: This survey does not represent a boundary survey of the parent parcel.</p>	
<p>Drawn By: LKC Scale: N/A Date: 05.15.23 Sheet: 2 of 5 Certa Project No.: 2347</p>	
<p>Professional Seal: ERIC SCOTT JACKSON L.M.S. SURVEYOR PA. 0073325</p>	



LINE	BEARINGS	DISTANCE	LINE	BEARINGS	DISTANCE
L1	S 332°20' E	41.18'	L17	S 66°33'59" E	23.60'
L2	S 63°29'33" W	87.76'	L18	S 83°26'01" W	6.58'
L3	S 132°21' W	160.30'	L19	N 70°43'27" E	68.63'
L4	S 41°11'29" W	71.26'	L20	S 60°14'41" E	78.19'
L5	S 32°27'32" E	57.42'	L21	N 41°11'29" E	84.20'
L6	S 57°32'28" W	25.00'	L22	N 132°21' E	83.27'
L7	N 32°27'31" W	63.69'	L23	N 63°29'33" E	82.50'
L8	N 60°14'41" W	71.92'			
L9	S 70°43'27" W	47.81'			
L10	S 26°11'25" E	68.83'			
L11	N 25°43'15" W	45.48'			
L12	N 69°48'35" E	39.39'			
L13	N 20°11'25" W	93.07'			
L14	S 83°26'01" W	17.69'			
L15	N 66°33'59" E	20.00'			
L16	N 83°26'07" E	50.00'			



AS-BUILT SURVEY
1014 S. Concord Rd
Westtown, PA 19382

SITE ID#: PA03447-8
SITE NAME: WESTTOWN

SBA Network Services, LLC
8651 Coningrove Way
Boca Raton, FL 33487-1307

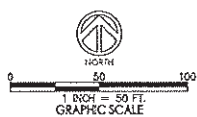
CERTA-TOWER SERVICES LLC
2926 State Road #135
Cuyahoga Falls, OH 44223-1244
330.295.3673
www.certatower.com

NORTH COAST GEOMATICS
667 Sunridge Road
Fairlawn, OH 44333
(614) 519-3411
djohn@northcoastgeo.com

Notes: This survey does not represent a boundary survey of the parent parcel.

Drawn By: LKC Scale: N/A
Date: 05.15.23 Sheet: 3 of 5
Certa Project No.: 2347

ERIC SCOTT JACKSON
LAND SURVEYOR
No. 610152

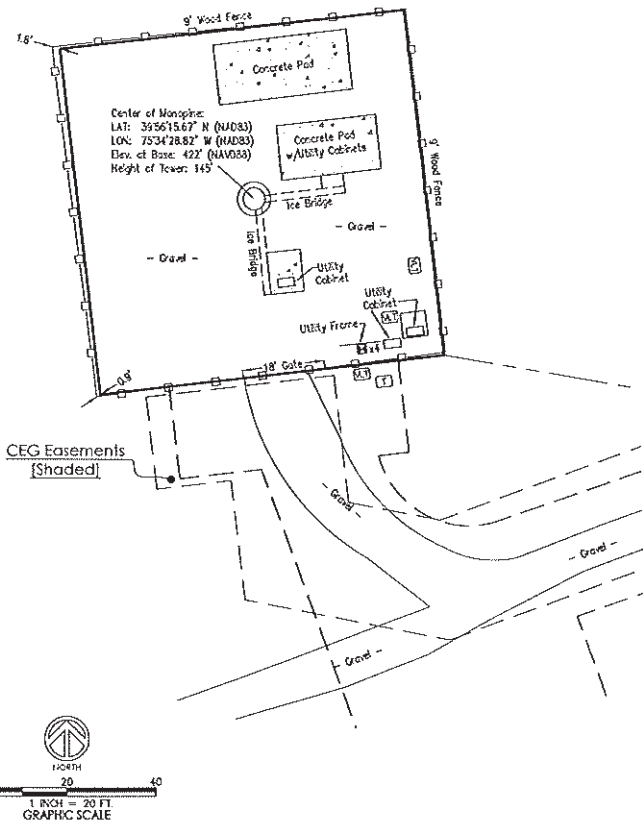


NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED)

Situated in the Township of Westtown, County of Chester, and Commonwealth of Pennsylvania. Known as being a part of a parcel of land now or formerly conveyed to Westtown Township as recorded in Book D43, Page 263 of Chester County records and being more particularly described as follows:

Commencing at the intersection of the title line in the bed of South Concord Road with the title line in the bed of Oakbourne Road; THENCE South 332704° East, along the title line in the bed of said South Concord Road, a distance of 1,465.24 feet to the POINT OF BEGINNING;

THENCE South 332704° East, a distance of 41.18 feet;
 THENCE South 632933° West, a distance of 87.76 feet;
 THENCE along a curve to the right, having a radius of 400.00 feet, through a central angle of 181°59', on an arc distance of 127.76 feet, said curve having a chord which bears North 63°20'05" West a distance of 127.71 feet;
 THENCE along a curve to the right, having a radius of 191.48 feet, through a central angle of 57°31'48", on an arc distance of 182.26 feet, said curve having a chord which bears North 45°41'30" West a distance of 184.23 feet;
 THENCE North 12°41'09" West, a distance of 185.43 feet;
 THENCE along a curve to the left, having a radius of 212.50 feet, through a central angle of 145°56'09", on an arc distance of 541.25 feet, said curve having a chord which bears North 68°10'54" West a distance of 466.35 feet;
 THENCE South 13°22'11" West, a distance of 100.30 feet;
 THENCE South 41°11'29" West, a distance of 71.26 feet;
 THENCE South 32°27'32" East, a distance of 57.42 feet;
 THENCE South 57°32'28" West, a distance of 25.00 feet;
 THENCE North 32°27'32" West, a distance of 63.69 feet;
 THENCE North 60°14'41" West, a distance of 73.92 feet;
 THENCE South 70°43'29" West, a distance of 47.81 feet;
 THENCE South 20°11'25" East, a distance of 93.83 feet;
 THENCE along a curve to the left, having a radius of 179.16 feet, through a central angle of 28°32'29", on an arc distance of 50.23 feet, said curve having a chord which bears South 78°42'38" West a distance of 83.34 feet;
 THENCE North 25°43'15" West, a distance of 45.48 feet;
 THENCE North 69°48'35" East, a distance of 33.39 feet;
 THENCE North 20°11'25" West, a distance of 93.07 feet;
 THENCE South 83°26'01" West, a distance of 17.69 feet;
 THENCE North 06°33'59" West, a distance of 20.00 feet;
 THENCE North 83°26'07" East, a distance of 50.00 feet;
 THENCE South 06°33'59" East, a distance of 20.00 feet;
 THENCE South 83°26'01" West, a distance of 6.59 feet;
 THENCE along a curve to the left, having a radius of 20.12 feet, through a central angle of 93°28'38", on an arc distance of 32.83 feet, said curve having a chord which bears South 61°11'10" East a distance of 29.31 feet;
 THENCE North 70°43'27" East, a distance of 68.63 feet;
 THENCE South 60°14'41" East, a distance of 78.19 feet;
 THENCE North 41°11'29" East, a distance of 64.20 feet;
 THENCE North 13°22'11" East, a distance of 95.27 feet;
 THENCE along a curve to the right, having a radius of 237.50 feet, through a central angle of 148°22'09", on an arc distance of 606.72 feet, said curve having a chord which bears South 68°15'41" East a distance of 454.69 feet;
 THENCE South 12°41'09" East, a distance of 185.07 feet;
 THENCE along a curve to the left, having a radius of 166.48 feet, through a central angle of 56°37'30", on an arc distance of 184.53 feet, said curve having a chord which bears South 45°32'48" East a distance of 157.92 feet;
 THENCE along a curve to the left, having a radius of 166.00 feet, through a central angle of 36°41'04", on an arc distance of 168.28 feet, said curve having a chord which bears North 63°21'42" East a distance of 164.48 feet;
 THENCE North 63°29'33" East, a distance of 82.50 feet to the POINT OF BEGINNING and containing 1.126 acres (49,025 square feet) of land, more or less.



AS-BUILT SURVEY
 1014 S. Concord Rd
 Westtown, PA 19382
 SITE ID#: PAD8447-8
 SITE NAME: WESTTOWN



CERTA TOWER SERVICES LLC
 2826 State Road #195
 Cayuga Falls, OH 44223-244
 330.255.3673
 certatowerservices.com
 www.certatowers.com

NORTH COAST GEOMATICS
 667 Sunridge Road
 Fallowell, OH 42333
 (614) 516-3611
 gpcorn@northcoastgeo.com

Note: This survey does not represent a boundary survey of the parent parcel.

Drawn By: LJC | Scale: N/A
 Date: 05.15.23 | Sheet: 5 of 5
 Certia Project No.: 2347

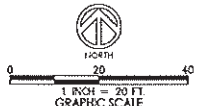


EXHIBIT "B"

EXCLUSIVE EASEMENT AREA (AS SURVEYED):

Situated in the Township of Westtown, County of Chester, and Commonwealth of Pennsylvania. Known as being a part of a parcel of land now or formerly conveyed to Westtown Township as recorded in Book D43, Page 263 of Chester County records and being more particularly described as follows:

Commencing at the intersection of the title line in the bed of South Concord Road with the title line in the bed of Oakbourne Road; THENCE South 33°27'04" East, along the title line in the bed of said South Concord Road, a distance of 1,445.24 feet; THENCE North 80°15'28" West, a distance of 1,008.82 feet to the POINT OF BEGINNING:

THENCE South 83°26'01" West, a distance of 75.00 feet;
THENCE North 06°33'59" West, a distance of 75.00 feet;
THENCE North 83°26'01" East, a distance of 75.00 feet;
THENCE South 06°33'59" East, a distance of 75.00 feet to the POINT OF BEGINNING and containing 0.129 acres (5,625 square feet) of land, more or less.

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED):

Situated in the Township of Westtown, County of Chester, and Commonwealth of Pennsylvania. Known as being a part of a parcel of land now or formerly conveyed to Westtown Township as recorded in Book D43, Page 263 of Chester County records and being more particularly described as follows:

Commencing at the intersection of the title line in the bed of South Concord Road with the title line in the bed of Oakbourne Road; THENCE South 33°27'04" East, along the title line in the bed of said South Concord Road, a distance of 1,445.24 feet to the POINT OF BEGINNING:

THENCE South 33°27'04" East, a distance of 41.18 feet;
THENCE South 63°29'33" West, a distance of 87.76 feet;
THENCE along a curve to the right, having a radius of 400.00 feet, through a central angle of 18°17'59", an arc distance of 127.76 feet, said curve having a chord which bears North 88°20'05" West a distance of 127.21 feet;
THENCE along a curve to the right, having a radius of 191.48 feet, through a central angle of 57°31'48", an arc distance of 192.26 feet, said curve having a chord which bears North 45°41'30" West a distance of 184.29 feet;
THENCE North 12°41'09" West, a distance of 185.49 feet;
THENCE along a curve to the left, having a radius of 212.50 feet, through a central angle of 145°56'09", an arc distance of 541.25 feet, said curve having a chord which bears North 88°10'54" West a distance of 406.36 feet;
THENCE South 13°22'11" West, a distance of 100.30 feet;
THENCE South 41°11'29" West, a distance of 71.26 feet;
THENCE South 32°27'32" East, a distance of 57.42 feet;
THENCE South 57°32'28" West, a distance of 25.00 feet;
THENCE North 32°27'32" West, a distance of 63.69 feet;
THENCE North 60°14'41" West, a distance of 73.92 feet;
THENCE South 70°43'27" West, a distance of 47.81 feet;
THENCE South 20°11'25" East, a distance of 98.83 feet;
THENCE along a curve to the left, having a radius of 179.16 feet, through a central angle of 28°52'29", an arc distance of 90.29 feet, said curve having a chord which bears South 78°42'36" West a distance of 89.34 feet;
THENCE North 25°43'15" West, a distance of 45.48 feet;
THENCE North 69°48'35" East, a distance of 39.39 feet;
THENCE North 20°11'25" West, a distance of 93.07 feet;
THENCE South 83°26'01" West, a distance of 17.69 feet;
THENCE North 06°33'59" West, a distance of 20.00 feet;
THENCE North 83°26'07" East, a distance of 50.00 feet;
THENCE South 06°33'59" East, a distance of 20.00 feet;
THENCE South 83°26'01" West, a distance of 6.58 feet;

THENCE along a curve to the left, having a radius of 20.12 feet, through a central angle of 93°28'36", an arc distance of 32.83 feet, said curve having a chord which bears South 61°11'10" East a distance of 29.31 feet;
THENCE North 70°43'27" East, a distance of 68.63 feet;
THENCE South 60°14'41" East, a distance of 78.19 feet;
THENCE North 41°11'29" East, a distance of 64.20 feet;
THENCE North 13°22'11" East, a distance of 95.27 feet;
THENCE along a curve to the right, having a radius of 237.50 feet, through a central angle of 146°22'09", an arc distance of 606.72 feet, said curve having a chord which bears South 88°15'41" East a distance of 454.69 feet;
THENCE South 12°41'09" East, a distance of 185.07 feet;
THENCE along a curve to the left, having a radius of 166.48 feet, through a central angle of 56°37'30", an arc distance of 164.53 feet, said curve having a chord which bears South 45°32'48" East a distance of 157.92 feet;
THENCE along a curve to the left, having a radius of 166.00 feet, through a central angle of 36°41'04", an arc distance of 106.28 feet, said curve having a chord which bears North 85°21'42" East a distance of 104.48 feet;
THENCE North 63°29'33" East, a distance of 82.50 feet to the POINT OF BEGINNING and containing 1.126 acres (49,025 square feet) of land, more or less.

Prepared by: Denise Scherer
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 7872

Parcel ID: 6704 0046000

SECOND AMENDMENT TO OPTION & LAND LEASE

THIS SECOND AMENDMENT TO OPTION & LAND LEASE (“Second Amendment”) is executed this _____ day of _____, 202____ (“Effective Date”) by and between **WESTTOWN TOWNSHIP, a Township of Second Class**, having an address at 1039 Wilmington Pike, West Chester, Pennsylvania 19382 (“Lessor”) and **SBA TOWERS, LLC, a Florida limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 (“Lessee”).

WHEREAS, Lessor and Lessee, successor by conversion to SBA Towers Inc., a Florida corporation, entered into that certain Option & Land Lease, dated April 26, 2001, as evidenced by that certain Memorandum of Land Lease recorded September 20, 2001 in Book 5069 Page 1175, of the Recorder of Deeds of Chester County, Pennsylvania, as amended and assigned from time to time (collectively, “Agreement”) for Lessee’s use of a portion of the real property (“Leased Space”) along with certain Easements for ingress and utilities located at 1014 South Concord Road, West Chester, PA 19382-7407 (“Premises”), egress, being more particularly described in the attached **Exhibit “A”**; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Section 3. Term**, of the Agreement is hereby amended to include the following:

In addition to the Terms as referenced in the Agreement, the Agreement is hereby amended to include five (5) additional successive terms of five (5) years (each a hereinafter referred to as “Renewal Term”). Each Renewal Term shall be deemed automatically extended, unless Lessee notifies Lessor of its intention not to renew the Agreement prior to the commencement of the succeeding Renewal Term. The first additional Renewal Term shall commence on June 18, 2026 upon the expiration of the Renewal Term expiring on June 17, 2026.

2. **Section 4. Rent**, of the Agreement is hereby amended by including the following:

Notwithstanding anything to the contrary contained herein, beginning on June 18, 2026, and each anniversary of such date thereafter, the then-current Rent will increase by the greater of: (1) an increase of three percent (3%), or (2) the percentage equal to the increase in the Consumer Price Index (“CPI”), provided that the increase shall not exceed five percent (5%) in any renewal year. For the purposes of the calculation, the CPI will be the Consumer Price Index U.S. Averages for the Urban Wage Earners and Clerical Workers All Items (1982-84-100) published by the United States Department of Labor, Bureau of Labor Statistics for the three (3) months prior to the escalation date. All escalations currently provided in the Agreement arising prior to June 18, 2026, shall be unaffected by this section.

3. On the Effective Date, Lessor and Lessee are entering into that certain Access Easement Agreement of even date herewith (“Easement Agreement”). The Easement Agreement shall be the Easement set forth in **Section 5. Ingress and Egress** of the Agreement, and shall supersede any prior Easement granted pursuant thereto.

4. **Section 10. Notices**, of the Agreement is hereby amended as follows:

If to Lessor: Westtown Township
 1039 Wilmington Pike
 West Chester, PA 19382

If to Lessee: SBA Towers, LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: PA03447-B/Westtown

Lessee hereby designates the following person as the point of contact for the performance of and any issues regarding the Agreement and/or the Easement:

Name: _____
Phone: _____
Email: _____

5. **Section 20. Access to Leased Space/Premises**, of the Agreement is hereby amended to include the following:

The rights granted to Lessee in this Section shall be subject to the rights, restrictions, and obligations of the Easement; provided, however, Lessee shall notify Lessor at least twenty-four (24) hours prior to any planned construction at the Leased Premises, except in the event of an emergency, then Lessee will take all measures to notify Lessor in a timely manner.

6. Upon full execution of this Second Amendment, Lessee shall pay to Lessor a one-time payment of Twenty Thousand and No/100 Dollars (\$20,000.00).
7. Capitalized terms not defined in this Second Amendment will have the meaning ascribed to such terms in the Agreement.
8. This Second Amendment will be governed by and construed and enforced in accordance with the laws of the commonwealth in which the Premises is located without regard to principles of conflicts of law.
9. Except as specifically set forth in this Second Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall take precedence.
10. Lessor acknowledges that the attached **Exhibit "A"** may be preliminary or incomplete and, accordingly, Lessee may replace and substitute such exhibit with an accurate survey and legal descriptions of the Leased Space and Easement and re-record this Second Amendment with the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or

delayed. Following such re-recording, the descriptions of the Leased Space and Easement described therein shall serve as the descriptions for same for all purposes under the Second Amendment.

11. Lessor represents and warrants to Lessee that Lessor is the sole owner in fee simple title to the Leased Space and Easements and Lessor's interest under the Agreement and that consent or approval of no other person is necessary for the Lessor to enter into this Second Amendment.
12. This Second Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Second Amendment.
13. Lessee shall have the right to record this Second Amendment

[The remainder of this page is intentionally left blank. Signatures to follow.]

AGREED TO AND ACCEPTED this _____ day of _____, 202____, but shall be effective as of the Effective date.

WITNESSES:

LESSOR:

Westtown Township, a Township of the Second Class

Print Name:_____

By:_____

Name:_____

Title:_____

Print Name:_____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

On this _____ day of _____, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, the _____ of Westtown Township, a Township of the Second Class, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires _____

(NOTARY SEAL)

AGREED TO AND ACCEPTED this _____ day of _____, 202____, but shall be effective as of the Effective date.

WITNESSES:

LESSEE:

SBA Towers, LLC, a Florida limited liability company

Print Name:_____

By:_____
Joshua Koenig, Executive Vice
President and General Counsel

Print Name:_____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this _____ day of _____, 2023, by Joshua Koenig, Executive Vice President and General Counsel of SBA Towers, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me and who did not take an oath.

Notary Public
My Commission Expires_____

(NOTARY SEAL)

EXHIBIT "A"

Premises

All that certain lot or piece of land with buildings and improvements, hereditaments and appurtenances thereon erected, situate in the Township of Westtown, County of Chester and state of Pennsylvania, bounded and described recording to a survey plan by W. A. MacDonald and topographical plan of property of James C. Smith Memorial Home; made by Phillip Steel and Associates, Architects, Engineers and Planners, West Chester, Pa. Dated June 3, 1971, as follows, to wit:

Beginning at a point formed by the intersection of the title line in the bed of Concord Road with the title line in the bed of Oakbourne Road; thence extending from said beginning point, along the title line in the bed of Concord Road South 27 degrees 31 minutes East 1,689.20 feet to a point; thence extending South 66 degrees 58 minutes West 1,049.15 feet to a point; thence extending North 22 degrees 30 minutes West 1,526.20 East to a point; thence extending North 30 degrees 5 minutes East 195.40 feet to a point, South of the Southerly line of Oakbourne Road; thence extending North 82 degrees 7 minutes East 122.25 feet; thence extending North 64 degrees 34 minutes East crossing over the Southerly side of Oakbourne Road and along the title line in the bed of said road 633.55 East to the first mentioned point and place of beginning.

CONTAINING 36.367 ACRES OF LAND BE THE SAME MORE OR LESS

**UNANIMOUS WRITTEN CONSENT
OF BOARD OF SUPERVISORS
OF WESTTOWN TOWNSHIP**

The undersigned constitute all of the supervisors of **WESTTOWN TOWNSHIP, Township of Second Class** (the "Corporation"). The undersigned hereby consent to, and adopt, the following preamble and resolutions by this instrument in lieu of a formal meeting of the Corporation:

WHEREAS, the Board of Supervisors of the Corporation on the _____ day of _____, 202 , duly adopted a resolution for a Second Amendment to Option and Land Lease ("Second Amendment") on the property described in **Exhibit "A"** to SBA Towers, LLC, a Florida limited liability company ("SBA"), to amend that certain Option and Land Lease dated April 26, 2001, as evidenced by that certain Memorandum of Land Lease recorded September 20, 2001 in Book 5069 Page 1175, of the Recorder of Deeds of Chester County, Pennsylvania, as amended and assigned from time to time (collectively, "Agreement") to SBA by and between the Corporation as Lessor and SBA as Lessee.

RESOLVED, that the Corporation shall be and is hereby authorized and directed to grant the Second Amendment, and in connection therewith _____, *[Signing Officer]* as _____ *[Title]* of the Corporation, is hereby authorized, empowered and directed to execute and deliver for, on behalf of, and in the name of the Corporation, the Second Amendment, and any and all documents in connection with the Agreement as _____, *[Title]* or the signing officer in his/her sole and absolute discretion deems to be in the best interests of the Corporation; and it is

FURTHER RESOLVED, that _____ *[Signing Officer]* be and is hereby authorized to execute, in the name and on behalf of this Corporation, to take or cause to be taken, any and all actions necessary to enter into, execute, deliver and perform the Second Amendment and any and all documents and documentation (all of which are to be in form and substance as the person executing the same may deem necessary or desirable, the execution thereof by _____, *[Signing Officer]* is conclusive evidence of approval of such form and substance by _____, *[Signing Officer]* that may be required or contemplated under the terms of the Agreement and to do any and all things which in his/her discretion he/she may deem to be necessary or appropriate in connection with or in furtherance of the foregoing resolution; and it is

FURTHER RESOLVED, that the signature of _____, *[Signing Officer]* on the Second Amendment, and any other documents and instruments executed in connection therewith or pursuant thereto shall be

conclusive evidence of his/her authority to execute and deliver such instruments or documents.

FURTHER RESOLVED, that all actions previously taken by the Corporation in connection with the Second Amendment, and the transactions contemplated by the foregoing resolution thereby be, and they hereby are adopted, ratified, confirmed and approved in all respects.

This document may be executed in two or more counterparts, each of which will be deemed an original and together, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby affix their hands and seal effective as of this _____ day of _____, 202 .

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

EXHIBIT "A"

All that certain lot or piece of land with buildings and improvements, hereditaments and appurtenances thereon erected, situate in the Township of Westtown, County of Chester and state of Pennsylvania, bounded and described according to a survey plan by W. A. MacDonald and topographical plan of property of James C. Smith Memorial Home; made by Phillip Steel and Associates, Architects, Engineers and Planners, West Chester, Pa. Dated June 3, 1971, as follows, to wit:

Beginning at a point formed by the intersection of the title line in the bed of Concord Road with the title line in the bed of Oakbourne Road; thence extending from said beginning point, along the title line in the bed of Concord Road South 27 degrees 31 minutes East 1,689.20 feet to a point; thence extending South 66 degrees 58 minutes West 1,049.15 feet to a point; thence extending North 22 degrees 30 minutes West 1,526.20 East to a point; thence extending North 30 degrees 5 minutes East 195.40 feet to a point, South of the Southerly line of Oakbourne Road; thence extending North 82 degrees 7 minutes East 122.25 feet; thence extending North 64 degrees 34 minutes East crossing over the Southerly side of Oakbourne Road and along the title line in the bed of said road 633.55 East to the first mentioned point and place of beginning.

CONTAINING 36.367 ACRES OF LAND BE THE SAME MORE OR LESS

MEMO

Date: January 10, 2024

To: Board of Supervisors

From: Jon Altshul, Township Manager

Re: Consider Proposed MOU between East Goshen and Westtown

Attached please find a draft Memorandum of Understanding between East Goshen and Westtown.

As you know, WEGO has four patrol sectors, two of which are entirely in East Goshen and two of which were shared between Westtown and Thornbury, until Thornbury transitioned to the state police. As a result, on any given shift those two patrol officers assigned to the Westtown-Thornbury sectors will theoretically now spend all their time in Westtown. This will, in turn, impact the allocation of police patrol units (PPUs) and the cost sharing agreement between East Goshen and Westtown.

The intermunicipal agreement calls for WEGO's costs to be shared 44.5% - 55.5% between Westtown and East Goshen. The Chief has successfully managed this allocation over the past few years so that the actual PPUs are close to those targets. However, Article VII (Budget), Section B, Paragraph 3 of the Intermunicipal Agreement requires one Township to reimburse the other if actual PPUs in any given year deviate by more than 0.5% from the 44.5%-55.5% target.

Rather than ask the Chief and Lieutenant Leahy to inefficiently allocate police resources between the two Townships, Derek and I would suggest that we suspend the requirement that one Township reimburse the other if the actual PPU targets are not met through September 30, 2025, or the end of the 2025 "PPU Year" (PPUs are measured from October 1-September 30 annually).

East Goshen will also be discussing this proposal in its meeting concurrently with ours.

Board feedback is requested.

WESTTOWN EAST GOSHEN POLICE
AGREEMENT TO SUSPEND RECONCILIATION PROVISION

THIS AGREEMENT is made this _____ day of _____ 2024 by and between East Goshen Township ("East Goshen") and Westtown Township ("Westtown"), both of which are Townships of the Second Class organized in the Commonwealth of Pennsylvania, situated in the County of Chester (collectively called "the Townships").

WHEREAS, the Townships are currently served by a regional police department known as the Westtown-East Goshen Regional Police Department (the "Department") which was created pursuant to an agreement ("the Agreement") dated September 15, 1981; as amended; and,

WHEREAS, the Townships have amended the Agreement on multiple occasions since the Department was created, most recently on October 5, 2021;

WHEREAS, the Agreement articulates how the costs for operating the Department are shared between the Townships, specifically through a Police Protection Unit ("PPU") model whereby Westtown is responsible for 44.5% and East Goshen is responsible for 55.5% of the Department's operating costs;

WHEREAS, the Agreement last amended on October 5, 2021, includes a reconciliation provision ("Reconciliation Provision") under Article VII (Budget), Section B; Paragraph 3, that requires the one Township to reimburse the other if actual PPUs in any given year deviate by more than 0.5% from the 44.5%-55.5% target;

WHEREAS, Thornbury Township, which had received police services on a contract basis from the Department for many years, opted to not renew its contract with the Department, effective on or around December 31, 2023; and

WHEREAS, the 44.5%-55.5% cost allocation formula was developed based on historical trends that reflected the Department also providing services to Thornbury Township;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and intending to be legally bound, the Townships hereto agree to suspend the Reconciliation Provision from October 1, 2023 through September 30, 2025.

[Remainder of page left intentionally blank]

The effective date of this Agreement shall be _____, 2024.

EAST GOSHEN TOWNSHIP

Derek Davis
Secretary

Michele Truitt
Chair

Date

WESTTOWN TOWNSHIP

Jonathan Altshul
Secretary

Thomas Foster
Chair

Date

DRAFT

MEMO

Date: January 10, 2024

To: Board of Supervisors

From: Jon Altshul, Township Manager

Re: Consider Draft Letter to Commissioners

I have attached a draft letter to Commissioners that provides more context about the legal structure of the Township, as well as the roles of the Board, Commissions and staff. The goal of the draft letter is to help provide more guidance and structure to the work of the Commissions, so that they're better able to assist and advise the Board about matters germane to their areas of focus.

Board feedback is requested.



WESTTOWN TOWNSHIP

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

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

January 2024

Dear Commissioners:

Thank you for all that you do on behalf of the Township! As Commissioners, your contributions to ensuring the Westtown is the pre-eminent place to live in Chester County are incalculable, whether it is in protecting air and water (the Environmental Advisory Council or “EAC”), ensuring thoughtful land use and planning decisions (the Planning Commission), engaging residents of all ages with community events and activities (the Park & Recreation Commission), or preserving our rich historical heritage (the Historical Commission). Engaged, civic-minded residents truly are the engine that powers local government.

This letter is intended as a primer about how Second Class Townships like Westtown are organized and operate. I encourage you to take some time to read it carefully.

The Township’s Solicitor likes to say that “Townships are in the public information business,” which is to say that all of our work needs to occur in the public domain, unless there is a compelling reason otherwise. We are, after all, a government of the people and by the people, and therefore it is critical that the same people who pay the bills (taxpayers) and elect our politicians (voters) have a way to follow and comment all the developments, proposals and general “goings on” in the Township.

Understanding the Legal Framework

Pennsylvania Second Class Townships, like Westtown, are governed by three main state laws: 1) the Second Class Township Code, 2) the Sunshine Law and 3) the Municipalities Planning Code.

- 1) The Second Class Township Code provides the general framework for how Townships are organized, including specifying the duties of key officials, including Supervisors, the Township Manager, the Zoning Officer, Treasurer, and Roadmaster, and outlining how public meetings are organized and key decisions are made.
- 2) The Sunshine Law applies to all public agencies, including Township Commissions, within the Commonwealth. The guiding principal of the Sunshine Law is that all public agencies need to be transparent in conducting their business and not unreasonably hide deliberations from the public. It requires, among other things, that all meetings be

advertised in the newspaper prior the meeting, that meeting agendas be posted at least 24 hours prior to meetings, and that minutes be taken of all public meetings. It also outlines a series of topics that are exempt from public discussion—i.e. that can be discussed in Executive Session—including personnel matters, legal matters with the solicitor, discussions about collective bargaining negotiations, sensitive police matters, and discussions about the acquisition of real estate (although any vote to acquire real estate needs to be conducted in a public meeting).

- 3) The Municipalities Planning Code governs how municipalities review subdivision and land development applications, conditional use applications and variances from the Zoning Ordinance, among other topics. It has specific applicability to the work of the Planning Commission and the Zoning Hearing Board, but for the purposes of this letter is not especially relevant.

Organization of the Township

As you know, at the top of the Township pyramid is the Board of Supervisors, which sets policy for Township affairs in the following ways:

- Approving the annual budget and authorizing the expenditure of all Township funds (i.e. “the power of the purse”).
- Through the Police Commission and the Township’s partnership with East Goshen Township, overseeing operations of the Westtown-East Goshen Police Department
- Approving (or denying) conditional use applications
- Approving (or denying) proposed subdivision and land development applications, and entering into development and financial security agreements with developers
- Approving all contracts and agreements to which the Township is a party
- Enacting and, as necessary, amending Township ordinances (Township Code)
- Establishing formal Township policies through the passage of resolutions
- Hiring and supervising the Township Manager
- Appointing all Township consultants, including the Township Solicitor, Engineer and Building Inspector
- Appointing all Township Commissioners

The Township Manager reports directly to the Board of Supervisors and is responsible for managing the day-to-day affairs of the Township, including supervising Township staff. The Township Manager implements and administers the policy decisions of the Board of Supervisors and makes recommendations to the Board as needed. The Township Manager or his or her delegates, including the Director of Planning and Zoning and the Parks Coordinator, also serve as staff liaison to Commissions. This staff liaison is an important component of the Commission, and one who can provide valuable expertise to the Commission’s work.

With the exception of the Zoning Hearing Board, which is an quasi-judicial body that is independent of the Board of Supervisors, all Township Commissions are advisory bodies to the Board of Supervisors. Therefore, to be effective, it is important for Commissions to develop strong lines of communication with the Board. This communication can be fostered in a number of ways, including by:

- Providing the Board with regular updates about the Commission’s work during monthly “departmental reports.”
- Scheduling time at least annually during Board Workshops, which are held immediately prior to regular Board meetings, to update and get feedback from the Board on the priorities and goals of the Commission.
- By the end of August/beginning of September annually, providing the Township Manager and Finance Director a budget proposal for the next year that is clearly articulated and justified, and then attending a Budget Workshop meeting to discuss the proposal.¹ Critically, your budget proposal should align with the Commission priorities articulated to the Board of Supervisors.

A copy of the Township’s organizational chart, as of January 2024, is attached as Appendix A.

Specific Duties of the Commissions

The specific duties of each Commission are spelled out in the Township ordinance that establishes each Commission. For the EAC, this is in [Chapter 8 of the Township Code](#), for the Parks and Recreation Commission this in [Chapter 24 of the Township Code](#), for the Historical Commission this is in [Chapter 170, Section 2400](#), and for the Planning Commission this is in individual sections of the Township Code (e.g. various sections of Chapter 149 for subdivision and land development matters, various sections of Chapter 170 for Conditional Uses, Variances and Special Exceptions, and in [Article II of the Municipalities Planning Code.](#))

Every New Year Starts at the Reorganization Meeting

Every municipality has a “reorganization meeting” on the first Monday of the year (or the first Tuesday if Monday is New Years Day). At this meeting, the Board appoints a Chair, Vice-Chair and, in the case of Westtown, a Police Commissioner to oversee the Westtown-East Goshen Police Department. The Board also approves all of the appointments for the year, including the Solicitor, Engineer, and new Commissioners, and even key staff positions like Township Manager, Zoning Officer, Roadmaster and Treasurer, as well as the banks that the Township can deposit funds with. Finally, the Board approves the Township’s meeting schedule, including for Commission meetings, at the reorganization meeting.

What’s key here is that meetings of all public agencies, including Township Boards and Commissions, are open to the public. The Township needs to take all reasonable efforts to

¹ The Planning Commission generally does not need its own budget, as its duties are statutorily defined.

ensure that residents are given an opportunity to know about public meetings in advance so that all residents, whether they are on a Commission or not, have an opportunity to attend any meeting and let their voices be heard. Those meeting dates are then advertised in a “newspaper of general circulation” (i.e. *The Daily Local News*), posted on the Township website, and disseminated via the *Gazette* (newsletter) and the email Listserv. In other words, once the meeting dates are set in the reorganization meeting, it is important that all Boards and Commissions honor them. Importantly, it is a violation of the Sunshine Law for a quorum of Commission members (e.g. four or more on a seven-person commission) to meet to discuss Commission business outside of an advertised public meeting, although obviously a quorum of Commissioners is free to get together to socialize so long as there’s no deliberation. Admittedly, the line between deliberation and non-deliberation is blurry, but Commissioners are encouraged to err on the side of caution so as to avoid an unintentional violation of the Sunshine Law.

At the first Commission meeting of the year in January, each Commission also needs to reorganize by appointing, at a minimum, a Chair. In addition, the individual by-laws of your Commission may require additional appointments, including a Vice-Chair, Co-Chair and/or a Secretary. The basic duties of each position are as follows:

- The Chair is responsible for setting the agenda for each meeting and running the meeting to generally comply with Robert’s Rules of Order.
- The Vice-Chair serves as Chair in the event that the Chair cannot attend a meeting.
- The Secretary is theoretically responsible for taking meeting minutes. However and importantly, the Township Manager is also the Township Secretary, and it is their duty to ensure that all agencies are complying with the Second Class Township Code and the PA Sunshine Law. It is therefore the Township’s preference that the Commission’s staff liaison take meeting minutes.

Basic Rules of Order

The meeting agenda provides the framework for how the meeting will be run. The agenda is prepared by the Commission Chair (usually in coordination with the staff liaison) and then sent out to the staff liaison to be posted at least 24 hours prior to the meeting both at the physical location of the meeting and online, as is required by the Sunshine Law. The agenda communicates to the general public the topics that will be discussed in the meeting, and it’s important that after the 24 hour period begins, no changes can be made to it. In other words, a Commissioner can’t simply arrive at a meeting and announce that they’d like to talk about something of substance not on the agenda—there are even court cases about this! However, state law does have exceptions to this rule for “de minimis business”. So, for example, if there’s an upcoming event or a new book or just idle chit chat that might be of general interest to the Commission, but would not involve the Commission having to take official action, those are ok

to discuss. But again, the basic principle is that the general public has a right to know what its public agencies are doing, so when in doubt, simply ask the Chair to include a topic as an agenda item for the next meeting. In the event that no one has anything to say about an agenda item, that item can simply be tabled for discussion at a subsequent Commission meeting.

It's important that any official action that a Board or Commission makes is supported by the passage of a motion. Official actions include everything from the adoption of meeting minutes to the appointment of Chair to recommendations about budget proposals to deciding who is going to write the next quarterly *Gazette* article. As a general rule of thumb, it's best to err on the side of caution and seek the approval of the full Commission whenever you are taking any action on behalf of the Commission.

Under Robert's Rules of Order, first someone makes a motion. Then someone seconds the motion, which opens up the matter for discussion. By convention, the Chair does not make or second motions, although there's no explicit rule that prohibits them from doing so. In addition, making or seconding a motion does not necessarily signal that someone supports the motion; making or seconding a motion is merely a procedural step that allows a matter to be discussed publicly prior to a vote being taken. Frequently, Commissioners will make motions that they will later vote against. After the Commissioners have all been given an opportunity to comment on a matter, the Chair must ask for public comment from other attendees, assuming, obviously, that there are members of the public in attendance in the first place. After public comment has been received, the motion is voted on. In order for a motion to pass, a majority of the members of the Commission must vote in the affirmative. For example, if a Commission has seven members, then a minimum of four votes are needed for a motion to pass, regardless of how many Commissioners actually attend a meeting. That is, if five Commissioners are present and two are absent, then a 3-2 vote would not pass.

Note that if there is not a quorum (simple majority) of Commissioners at a meeting, the Commission cannot take any official action. It is a best practice to cancel meetings without a quorum to avoid the appearance of the Commission deliberating or taking official action without a majority of members present.

In addition to soliciting public comment during the discussion phase of any agenda item, the Chair must also ask for public comments on any matter at some point during the meeting.

Drafting high-quality meeting minutes are the final puzzle piece in ensuring that any public meeting is conducted properly. As stated above, the Township's preference is that minutes are recorded by the staff liaison in order to ensure compliance with the Sunshine Law. Minutes are a critical piece in the operation of a public agency and ensure that we are operating transparently. Minutes need not be verbatim transcripts of everything that was said in a public meeting. However, the minute taker should capture the following elements:

- Location, date and start and ending (adjournment) time of the meeting.
- Who was present from the Commission
 - Members of the public not on the Commission who don't make public comment don't need to be identified.
- Following the order of the agenda, the general topics of discussion and the most salient points that were made, but again, it's not necessary to capture every comment or nuance.
- For public comment from non-Commissioners, the name and address of the speaker.
- Most critically, the name of the person who made a motion, the name of the person who seconded the motion, and what the vote was.

Minutes from the previous meeting are adopted as the first order of business at every meeting. After they are adopted, Township staff uploads meeting minutes into an online searchable database called eCodes and pastes a hard copy into a minute book, which is preserved in perpetuity.

While there is no expectation that meeting minutes read like a *New York Times* feature article, the minute taker should make an effort to write clearly and in complete sentences and avoid grammatical errors. Again, the minutes are an official record of the meeting that will be archived by the Township in perpetuity and that—believe it or not—someone 40 years from now may need to reference. They are not informal notes.

Right-to Know Law

The Right-to-Know Law (RTKL) is a companion to the Sunshine Law. The RTKL requires that any public agency provide any record to anyone upon request, unless the record meets one of a handful of criteria for exemption (e.g. attorney-client privilege, ongoing criminal investigation, etc). Importantly, emails related to agency business, including those written by Commissioners, are generally subject to the RTKL. Therefore, as a best practice, it is advisable to keep any Commission-related correspondence as professional as possible in order to avoid future embarrassment. Emailed jokes and catty language, however benign or funny they might seem at the time, frequently don't age well after they've been disclosed. With that said, it is extremely rare that Commissioners emails are requested in right-to-know requests—in my 17 years of working in local governments, I can't remember a single instance of this happening.

Some final thoughts

As a Township Commissioner, you are part of a very large team that guides the direction of the Township. However, critically, the various laws that govern our operations force us to play in a small sandbox, for better or worse. This sandbox ensures that no single person can have too much control over the Township and that we're ruled and guided by public deliberation and consensus building as much as possible.

My final thoughts are summarized below:

- 1) Have fun! Serving on a Township Commission is an opportunity to meet your neighbors, get engaged in local issues, learn new things and expand your horizons.
- 2) Act transparently and build consensus with your fellow Commissioners before taking action.
- 3) Work with the Board of Supervisors—remember your job is to advise them!
- 4) Use your staff liaison as a resource.
- 5) While making or impacting formal Township policies is the glamorous side of Commission work, public policy—whether at the federal, state or local level—is frequently likened to making sausage for a reason. It’s important not to expect results overnight, to work closely with all stakeholders (especially the Board of Supervisors), and to recognize that compromise is a feature and not a bug of effective policy making.
- 6) Education and outreach to Township residents through presentations, workshops and *Gazette* articles is frequently the most impactful work that Commissions accomplish. Use your position to help build and nurture a sense of community in Westtown.
- 7) Serving on a Commission isn’t for everyone, and that’s ok. Sometimes, residents can make as much impact by engaging with Township issues in their personal capacity as residents than by serving on a Commission.
- 8) See #1!

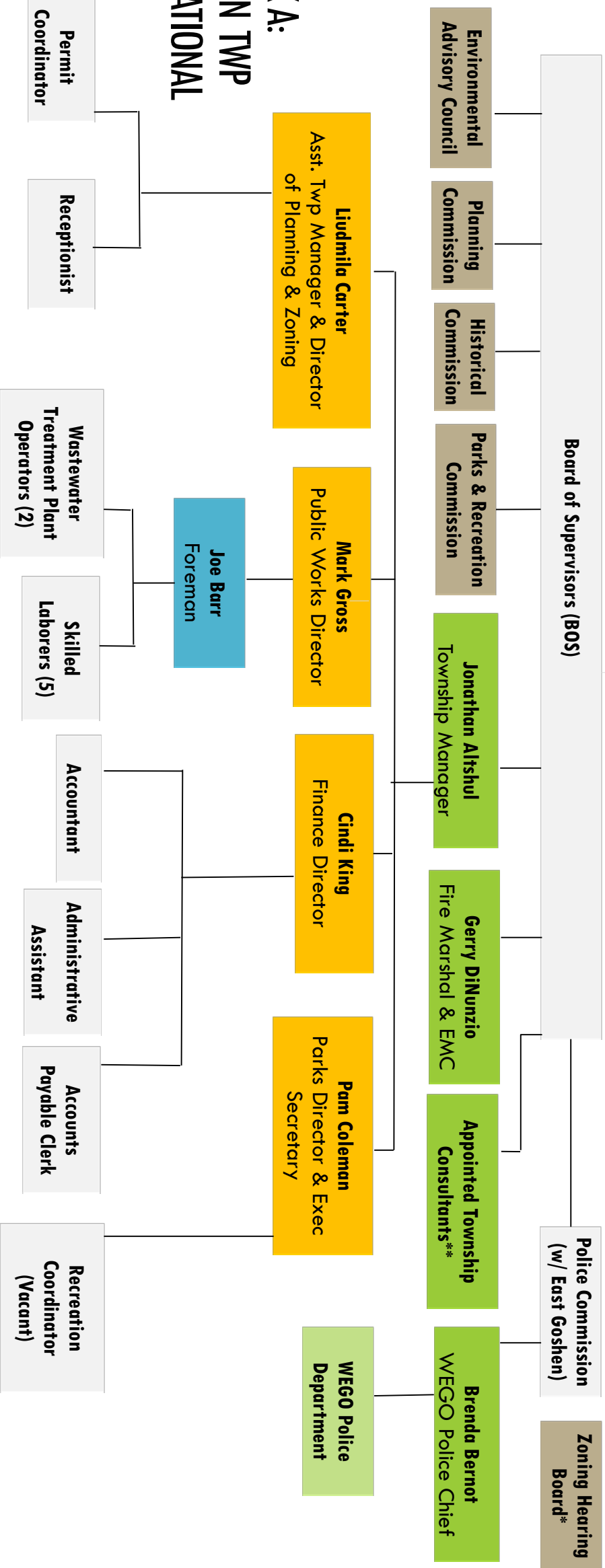
Thank you again for volunteering for Westtown Township. Please do not hesitate to reach out to the Board at supervisors@westtown.org or me if you have any questions or concerns. We’re happy to assist!

Sincerely,

A handwritten signature in black ink, appearing to read 'Jon Altshul', written in a cursive style.

Jonathan Altshul
Township Manager

Residents & Voters of Westtown Township



**APPENDIX A:
WESTTOWN TWP
ORGANIZATIONAL
CHART**

* Zoning Hearing Board is a quasi-judicial body that is independent of the BOS, except that the BOS appoints ZHB members
 ** Township Consultants are appointed annually by the BOS in the reorganization meeting. For 2024, the primary consultants are Gawthrop Greenwood (Solicitor), Cedarville Engineering (Engineer, except for sanitary sewer, and MS4/stormwater permit coordinator), Carroll Engineering (Sanitary Sewer Engineer), Mingis Gutowski (Auditor) & Code Inspections (Building Inspector)

Memo

To: Westtown Township Board of Supervisors
From: Liudmila Carter, Director of Planning & Zoning
Date: January 11, 2024
Re: Consider Draft Outdoor Burning Ordinance Amendments

Back in June 2023, Gerry DiNunzio, Township Fire Marshal, raised a concern about Chapter 63, Open Burning, regulations that in his opinion lacked details about the use of fire pits. He brought to the Board's attention the increasing popularity of outdoor fireplaces and fire pits with which the number of avoidable calls to the fire department has increased. Mr. DiNunzio noted that as more residents use outdoor burning devices for recreational purposes, it is crucial to ensure there is no adverse impact on public health and safety. The Planning Commission, in close consultation with Mr. DiNunzio, has developed the attached draft outdoor burning amendments for the Board's consideration. These amendments have been reviewed by the Township Solicitor.

The key proposed changes are as follows:

1. A new Definitions section with definitions for bonfire, burning, burn barrel, chiminea, clean wood, commercial/industrial waste, domestic waste, fire pit or fire ring, incinerator, open fire, outdoor fireplace, portable burning unit, recreational fire, and yard waste. The existing definitions of recreational fire and ceremonial fire are proposed to be changed to provide more clarity and differentiation between the two.
2. A new Purpose section.
3. A new General Requirements section applicable to all burning activities within the Township with provisions for a fire extinguisher or availability of a water hose, continuous attendance of fire, use of combustible liquid fuels, burning under roofs and awnings, and limiting burning from 8am to 4pm.
4. A new section with requirements for setting recreational fires with limitations on burning area and materials, minimum setbacks, and the use of portable burning units. The main considerations is to clarify the use of portable fire burning units, hours of use, placement in respect to structures, trees, utilities and vehicles.
5. A new section with requirements for bonfires with similar to recreational fire considerations and an additional requirement to notify the Fire Marshal (through the Chester County non-emergency phone line) prior to burning. Proposed setbacks and burning area limitations are greater than those permitted for recreational fire devices.
6. Changes to Burning of yard waste materials section clarifying that only tree trimmings are permitted to be burnt and specific requirements related to that type of burning, including limitations on burning area and setbacks. The Fire Marshal's recommendations was not to allow burning of leaves and brush and garden residue due to the smoke caused by burning of such type of waste.

One of the Township solicitor's comments not incorporated into the proposed draft is the suggestion to remove Section 63-12 pertaining to the authority to ban burning in a time of drought. Mr. DiNunzio will be in attendance to answer questions. The Board's feedback is requested prior to a formal ordinance adoption process.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 63

Burning, Open

[HISTORY: Adopted by the Board of Supervisors of the Township of Westtown 5-17-1993 by Ord. No. 93-4. Amendments noted where applicable.]

GENERAL REFERENCES

Fire Prevention Bureau — See Ch. 14.

Brush, grass and weeds — See Ch. 54.

Building Code — See Ch. 57, Art. II.

Fire prevention — See Ch. 87.

[Property maintenance](#) – See Ch. 126

§ 63-1 Definitions.

For the purposes of this Chapter, the following terms shall have the meanings ascribed to them herein:

BONFIRE

An outdoor open fire used in conjunction with a recognized ceremony of a community, educational, service or scouting organization. A bonfire does not include family gatherings or celebrations. ~~A ceremonial fire is an open fire used in conjunction with a recognized ceremony of a community, educational, service or scouting organization.~~

BURNING

The act of consuming by fire; to flame, char, scorch, or blaze. As used in this ordinance, smoldering shall have the same meaning as burning and any smoldering shall be deemed a burning.

BURN BARREL

An enclosed freestanding container with a screen cover designed to prevent flying debris, equipped with a spark- or amber-arresting device, which has a total fuel area of two feet or less in diameter and three feet or less in height with a maximum capacity of 55 gallons.

CHIMINEA

An outdoor device that has a single-mouth opening to fuel the fire with fresh air and a chimney.

CLEAN WOOD

Natural wood material which has not been treated with preservative chemicals, has not been painted or stained, and does not contain resins or glues as in plywood or other composite wood products.

COMMERCIAL/INDUSTRIAL WASTE

Dry waste generated by commercial or industrial establishments, including stores, offices, restaurants, warehouses and nonmanufacturing activities at industrial facilities.

DOMESTIC WASTE

Customary wastes from kitchens, baths, showers, sinks, water closets, lavatories and laundries.

FIRE PIT or FIRE RING

An aboveground or below-ground freestanding open structure constructed of stone, masonry, brick,

metal or other noncombustible material or combination thereof designed to contain and control fire and prevent it from spreading. A fire pit does not include charcoal- or gas-powered grills that are only intended to be used for cooking purposes.

INCINERATOR

Any device, apparatus, equipment or structure constructed of nonflammable materials, ~~including containers commonly known as burn barrels,~~ used for burning of domestic waste and yard waste or other materials as permitted by this Chapter at high temperatures for destruction.

OPEN FIRE

A controlled burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber.

OUTDOOR FIREPLACE

An outdoor freestanding structure constructed of stone, masonry, brick, metal or other noncombustible material or combination thereof with an enclosed burn chamber, solid or screened opening and chimney with spark arrestor.

PORTABLE BURNING UNIT

An outdoor portable aboveground commercially manufactured wood-burning or propane or natural gas device equipped with a spark- or ember-arresting device used for entertainment purposes or heating.

RECREATIONAL FIRE

~~A recreational fire is a~~An outdoor fire which is used to cook food for human consumption, entertainment purposes, or providing warmth contained in a stationary structure or portable device, including outdoor fireplace, fire pit, fire ring, chiminea and portable burning unit with or without a removable cover.

STRUCTURE

Any form or arrangement of building materials involving the necessity of providing proper support, bracing, anchorage or other protection. Such arrangement shall have a permanently fixed location in or on the ground. Structures include, but are not limited to, primary and accessory buildings, open sheds and similar enclosures with less than four walls and/or a roof, signs, fences or walls over six feet in height, detached aerials and antennas, decks, porches, platforms, recreational courts, swimming pools, tents, tanks, and towers.

YARD WASTE

Plant material that comes from yard and lawn maintenance and other landscaping and gardening activities, and includes leaves, wood branches, grass clippings, garden residue, tree trimmings, shrubbery and other vegetative material.

§ 63 -2 Purpose

The purpose of this Chapter is to:

1. Provide for the public health, safety and welfare of the citizens of Westtown Township.
2. Prevent nuisances caused by outdoor burning.
3. Clarify the requirement for the burning of trash, domestic waste, and yard waste.

4. Provide criteria and standards for recreational fires and bonfires.
5. Encourage the use of recreational fires by Westtown Residents for their enjoyment.
6. Avoid erroneous calls to the Fire Department.

§ 63-3 Outdoor burning restricted.

~~Except for recreational and ceremonial fires, it~~ It shall henceforth be unlawful to burn or authorize (or, on one's own property, to permit) another to burn anything outdoors anywhere within the ~~€~~Township, ~~except between the hours of 8:00 a.m. and 4:00 p.m. A recreational fire is an outdoor fire which is used to cook food for human consumption. A ceremonial fire is an open fire used in conjunction with a recognized ceremony of a community, educational, service or scouting organization except as otherwise permitted in this Chapter.~~

§ 63-4 Outdoor burning general requirements.

In addition to the more specific criteria for the specific type of burning, the following general criteria shall apply to all outdoor burnings within the Township:

- A. A person shall maintain a minimum of a single five-pound ABC portable fire extinguisher or a garden hose connected to a water source and a shovel in proximity to the outdoor burning for immediate utilization.
- B. A person, who is over 18 years old, shall continuously attend the burning until the burning is fully extinguished.
- C. No burning shall be conducted under any roofing, awning, or similar overhead covering, or indoors.
- D. No combustible or flammable liquid fuels shall be used to light or relight a fire.
- E. Outdoor burning shall only occur between the hours of 8:00 a.m. and 4:00 p.m., except as otherwise permitted in this Chapter.

§ 63-5 Recreational fires.

In addition to the standards contained in §63-4, recreational fires are permitted if all of the following criteria are met:

- A. The burning area of a recreational fire shall not exceed forty-four (44) inches in circumference and two (2) feet in height, except for a chiminea and outdoor fireplace.
- B. Portable burning units utilized for recreational fires shall be used strictly in adherence with all manufacturer's guidelines and specifications and shall only be placed on a flat noncombustible surface, such as brick, concrete, rock, or heavy-gauge metal.
- C. A recreational fire shall be located a minimum of ten (10) feet from any structure, tree (including canopy), vehicle, utility pole, utility equipment, and property line.
- D. The burning materials of a recreational fire shall be clean wood, charcoal or wood chips products, except for those utilizing propane or natural gas devices as described in this chapter.
- E. A person shall obtain a permit for a recreational fire structure that is constructed as a part of a building or an accessory structure, and the recreational fire structure shall meet the requirements of Township Building Code and any other applicable code.

F. All recreational fires shall be extinguished before midnight.

§ 63-6 Bonfires.

In addition to the standards contained in §63-4, bonfires are permitted if all of the following criteria are met:

A. The burning area of a bonfire shall not exceed five feet in diameter and ten feet in height.

B. A bonfire shall be located a minimum of fifty (50) feet from the nearest structure, tree (including canopy), vehicle, or utility pole, utility equipment, and twenty (20) feet from any property line.

C. A person shall maintain a fifteen-foot cleared area free of trees, shrubs and other combustible materials immediately around a bonfire.

D. The burning materials of a bonfire shall be clean wood, charcoal or wood chips products.

E. A person shall notify the Westtown Township Fire Marshal by calling the non-emergency Chester County telephone line at 610-436-4700 at least 24 hours prior to setting a bonfire.

F. There shall be no more than three bonfires on three consecutive days on a single parcel. A bonfire shall be extinguished daily no later than 10:00 p.m.

§ 63-27 Burning of trash and domestic waste material.

It shall henceforth be unlawful to burn or authorize (or, on one's own property, to permit) another to burn paper, rubbish or other domestic waste material outdoors anywhere within the Township, unless:

A. The fire is confined within a burn barrel or incinerator completely enclosed container, incinerator, fireplace or grill, placed on an even flat noncombustible surface at least ten feet from any structure, tree (including canopy), vehicle, utility pole or utility equipment, and from any property line. a building, and unless someone remains in attendance during the burning.

~~A. Incinerators, fireplaces or grills which are constructed as part of a building and meet the requirements of the Township Building Code are excluded from the ten-foot requirement. Perforations, openings or screening for venting, but prohibiting burning particles or ash from being discharged, are permitted.~~

§ 63-38 Burning of brush, grass or wood yard waste.

It shall henceforth be unlawful to burn or authorize (or, on one's own property, to permit) another to burn yard waste brush, grass, wood or other materials outdoors anywhere within the Township, unless the fire is confined within an enclosure a burn barrel or incinerator as defined in this Chapter and which meets the requirements of § 63-27 above, or if all of the following conditions are met:

A. The burning of yard waste shall be limited to tree trimmings.

B. The burning area of yard waste shall not exceed five feet in diameter and three feet in height.

~~A. The burning of yard waste shall occur at least 15 feet from any structure, tree (including canopy), vehicle, utility pole, utility equipment, and property line. a building; and~~

C.

~~A. D. B. A person shall maintain a 15-foot minimum cleared area free of trees, shrubs and other combustible materials around the burning of yard waste; and~~

~~B. C. There is someone in attendance; and~~

~~C. D. In large areas such as fields or woods, in addition to Subsections A through C above, adequate manpower and equipment are available to prevent its spread.~~

§ 63-49 **Burning of ~~leaves or~~ commercial/industrial waste.**

It shall henceforth be unlawful to burn or authorize (or, on one's own property, to permit) another to burn ~~leaves or~~ commercial/industrial waste material outdoors anywhere within the ~~†~~Township at any time.

§ 63-105 **Burning on public roads or in proximity to utility poles or utility equipment .**

It shall henceforth be unlawful to burn or authorize (or, on one's own property, to permit) another to burn leaves, brush, grass, wood, paper, rubbish or other materials, or to light any fire upon or within five feet of a public road or curb, or to light any fire within five feet of a utility pole or utility equipment.

§ 63-116 **Permission required to burn on private property.**

It shall henceforth be unlawful to kindle a fire upon the land of another, without the permission of the owner thereof, which permission, except in the case of a family member or employee, shall be in writing.

§ 63-127 **Fire ban due to drought.**

It shall henceforth be unlawful to light or authorize (or, on one's own property, to permit) another to light or attempt to light any outdoor fire when a ban on such fires has been publicly announced by [the Commonwealth of Pennsylvania, Chester County](#), the Board of Supervisors, or their authorized representative, in a time of drought.

§ 63-138 **Authority to extinguish fires.**

Any fire on public or private property may be extinguished by the local fire company having jurisdiction, either with or without the consent of the landowner or person in charge, if, in the opinion of the Westtown Township Fire Marshal or a Westtown-East Goshen police officer, such fire constitutes a danger to persons or property.

§ 63-149 **Violations and penalties.**

Any person who violates or permits a violation of this chapter shall, upon conviction in a summary proceeding brought before a District Justice under the Pennsylvania Rules of Criminal Procedure, be guilty of a summary offense and shall be punishable by a fine of not more than \$1,000, plus costs of prosecution. In default of payment thereof, the defendant may be sentenced to imprisonment for a term not exceeding 90 days. Each day or portion thereof that such violation continues or is permitted to continue shall constitute a separate offense, and each section of this chapter that is violated shall also constitute a separate offense.