

# WESTTOWN TOWNSHIP

1039 Wilmington Pike  
West Chester, PA 19382  
610-692-1930  
Email: [administration@westtown.org](mailto:administration@westtown.org)

Post Office Box 79  
Westtown, PA 19395  
FAX 610-692-9651  
[www.westtownpa.org](http://www.westtownpa.org)

## AGENDA

### Westtown Township Board of Supervisors Regular Meeting

Monday, March 4, 2024 – 7:30 PM  
Westtown Township Municipal Building  
1039 Wilmington Pike, Westtown

- I. Call to Order & Pledge of Allegiance
- II. Summary of Board of Supervisors Workshop – March 4, 2024
- III. Approval of Board of Supervisors Meeting Minutes – February 20, 2024
- IV. Departmental Reports
  - A. Public Works Department – Mark Gross
  - B. Planning Commission – Russ Hatton
  - C. Historical Commission – Patrick McDonough
  - D. Township Solicitor – Patrick McKenna
  - E. Township Manager – Jonathan Altshul
- V. Public Comment (Non-Agenda Items)
- VI. Old Business - None
- VII. New Business
  - A. Authorize Public Hearing on March 18 to Consider Adoption of Ordinance 2024-03 Amending Chapter 87 (Fire Prevention) of the Westtown Township Code to Permit Fire Companies to Recover Costs
  - B. Authorize Public Hearing on March 18 to Consider Adoption of Ordinance 2024-04 Amending the Non-Uniform Pension Plan
  - C. Consider Professional Services Agreement with Jonathan Altshul
  - D. Consider Amendment to Construction Management Contract with Pennoni for Oakbourne Park Project
  - E. Consider Agreement with Cedarville Engineering for Bid Administration and Construction Management for Thorne Drive Basin Retrofit Project for \$31,600
  - F. Consider Amended Financial Security Agreement for Westtown School Oak Lane Project
  - G. Consider Approval of Resolution 2024-06 Amending Westtown's Official Sewage Facilities Plan to Permit a Small Flow Treatment Plant at 203 Cheyney Drive
  - H. Consider Appointment to the Historical Commission
  - I. Consider Appointment to the Environmental Advisory Council
- VIII. Announcements
  - A. The Township is Seeking Applications for the Parks & Recreation Commission
  - B. CRC Streams Cleanup – 9 to 11:30 AM, Saturday March 16 at Various Locations
  - C. Egg Hike – Saturday, March 23, 10AM to Noon, Oakbourne Park
- 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

Tuesday, February 20, 2024 at 7:30 PM

Present were: Chair Tom Foster, Vice Chair Ed Yost, Police Commissioner Dick Pomerantz, Township Manager Jonathan Altshul, Assistant Township Manager and Director of Planning and Zoning Mila Carter, Police Chief Brenda Bernot, Fire Marshal Gerry DiNunzio, Finance Director Cindi King, and Planning Commissioner Brian Knaub. Approximately nine guests were also present, including six participating remotely.

## **I. Pledge of Allegiance & Call to Order**

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

## **II. Board of Supervisors Summary of Workshop, February 20, 2024**

Mr. Foster reported that the Board met in Workshop prior to tonight's meeting to discuss the Planning Commission's 2024 priorities, the Township's trash contract, a draft ordinance to allow Fire Companies to submit insurance claims to homeowners' policies, and to accept public comment.

Mr. Foster also reported that the Board met in Executive Session prior to Workshop to discuss personnel matters. The Board also met in Executive Session on Wednesday, February 7 to discuss personnel matters.

## **III. Approval of Meeting Minutes from February 5, 2024**

Mr. Yost made a motion to approve the meeting minutes from February 5. Mr. Pomerantz 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 there were 1018 calls for service in Westtown in January, but net of proactive calls for service, calls for service are returning to pre-pandemic levels. She reported on a number of trends in Westtown, including four disturbances at schools, six thefts investigations, resulting in three arrests and an expectation of a fourth arrest soon, and 11 fraud investigations. She noted that there were no clear commonalities among the fraud investigations and she encouraged residents to call WEGO if they think they may be the subject to a scam.

### **B. Fire Marshal – Gerry DiNunzio**

Mr. DiNunzio reported that there were 104 fire and ambulance calls for service in January, including 31 fire calls. He noted that there were multiple calls for downed wires and trees from the January 9<sup>th</sup> storm event. He also reported on multiple incidents at Westtown Marketplace, including two carbon monoxide alarms and two pedestrians struck in the parking lot.

Mr. Yost asked how the Township gets involved to prevent traffic incidents in shopping center parking lots. Mr. DiNunzio observed that there was no commonality between the two incidents. Chief Bernot observed that if a trend of pedestrian or vehicular accidents emerged then WEGO would probably make a recommendation to the Township about how future incidents could be avoided. Mr. Pomerantz observed that many pedestrian accidents in parking lots may be caused by pedestrians not looking up from their phones. Gerry stated that he could work on a social media PSA about parking lot safety.

### **C. Finance Department – Cindi King**

Ms. King reported that the Finance Department had closed the books for 2023 and that she had started to work on the audit. She also reported that 2023 tax bills had been mailed. She also

observed that revenues and expenses for all funds are in line with expectations through January, except for Sewer Fund revenues, which are 13% higher than at this point last year due to larger commercial customers paying their quarter 1 bill earlier than last year.

Mr. Pomerantz had questions around the Open Space Fund, to which Ms. King and Mr. Altshul explained that the budgeted revenues and expenses reflect the cost of acquiring Crebilly in 2024.

Mr. Yost asked Ms. King about the Township's snow removal budget and how the recent storms had impacted our finances.

**D. Planning Commission – Brian Knaub**

Mr. Knaub provided a summary of the Planning Commission's February 7 meeting. He reported that the Commission recommended that the owner of 1115 S. Concord obtain legal counsel before proceeding with their variance for an accessory dwelling unit and two-car garage and that the Commission recommended approval of the variance for 109 Piper Lane to build a pool that would encroach on the setbacks. He added that the Commission had also discussed its 2024 priorities that were presented to the Board earlier in the evening.

**V. Public Comment (Non-Agenda Items)**

None.

**VI. Old Business - None**

**VII. New Business**

**A. Public Hearing to Consider Adoption of Ordinance 2024-01 Amending Chapter 170 (Zoning) of the Westtown Township Code Regarding Off-Street Parking**

Mr. Foster opened the hearing to consider adoption of Ordinance 2024-01 amending Chapter 170 (Zoning) of the Westtown Township Code regarding Off-Street Parking.

Mr. Yost made a motion to adopt Ordinance 2024-01 amending Chapter 170 (Zoning) of the Westtown Township Code regarding Off-Street Parking. Mr. Pomerantz seconded.

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

**B. Public Hearing to Consider Adoption of Ordinance 2024-02 Amending Chapter 63 (Burning) of the Township Code**

Mr. Foster opened the hearing to consider adoption of Ordinance 2024-02 amending Chapter 63 (Burning) of the Westtown Township Code.

Mr. Yost made a motion to adopt Ordinance 2024-02 Amending Chapter 63 (Burning) of the Westtown Township Code. Mr. Pomerantz seconded.

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

**C. Consider Resolution 2024-03 Supporting AMERICA250PA**

Mr. Yost made a motion to approve Resolution 2024-03 supporting AMERICA 250. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

**D. Consider Approval of Resolution 2024-04 Designating Liudmila Carter as a Signatory for Township Bank Accounts**

Mr. Yost made a motion to approve Resolution 2024-04 designating Liudmila Carter, Assistant Township Manager, as a Township signatory. Mr. Pomerantz seconded.

Mr. Pomerantz recommended that the Township investigate whether Mila could be temporarily bonded, to which Mr. Altshul responded that he would look into this.

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

**E. Consider Approval of Resolution 2024-05 Approving an Amendment to the Inter-municipal Police Services Agreement with East Goshen and Authorizing the Chair to Execute the Agreement to Suspend Reconciliation Provisions**

Mr. Yost made a motion to approve Resolution 2024-05 approving an amendment to the inter-municipal police services agreement with East Goshen Township and authorizing the Chair to execute the attached Agreement to Suspend Reconciliation Provision. Mr. Pomerantz seconded.

Mr. Altshul asked the Chief to explain how she and her command staff would manage the PPU's without this provision, to which she indicated she would work with the Police Commission to manage the split between Westtown and East Goshen and reallocate traffic enforcement between the townships as necessary.

Mr. Pomerantz then asked a series of questions about WEGO's operations, including about police patrol units, the areas of WEGO's service territory that are most challenging to police, the difference between reactive and proactive policing, the impact of a recent police officer shooting on officer morale, and what emotional support resources the department makes available to the families of officers.

The motion passed 3-0.

**F. Consider Approval of DEP Sewer Planning Module for 203 Cheyney Drive**

Mr. Yost made a motion to approve the sewer planning module for 203 Cheyney Drive. Mr. Pomerantz seconded. There was no public comment and the motion passed 3-0.

**G. Consider Approval of Payment Application #10 to MECO Constructors, Inc for \$75,523.50**

Mr. Yost made a motion to approve payment application #10 to MECO Constructors, Inc for \$75,523.50. Mr. Pomerantz seconded. There was no public comment and the motion passed 3-0.

**H. Certification of Fire and Ambulance Volunteers for Township Tax Exemption**

Mr. Yost made a motion to certify the twelve qualifying volunteers for a Township real estate and earned income tax exemption. Mr. Pomerantz seconded. There was no public comment and the motion passed 3-0.

**VIII. Announcements**

Mr. Foster made the following announcements:

- A. Paul Sookiasian has Resigned from the Historical Commission** - The Township is grateful to Paul for his efforts.
- B. The Township is Seeking Applications for the Township's Parks & Recreation Commission, Historical Commission and Environmental Advisory Commission** – Please submit a resume or brief statement of interest to the Township Manager if you are interested in volunteering.
- C. CRC Streams Cleanup – 9 to 11:30 AM, Saturday March 16 at Various Locations** – Please visit [crcwatershed.org](http://crcwatershed.org) to register and see a complete list of locations.

**IX. Public Comment (All Topics)**

None

**X. Payment of Bills**

Mr. Yost made a motion to approve the General Fund bills for \$170,809.54, Enterprise Fund bills for \$8,763.52, and ARPA Fund bills for \$291,763.16, for a grand total of \$471,336.22. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

**XI. Adjournment**

There being no further business, Mr. Pomerantz made a motion to adjourn the meeting at 8:16PM.

Respectfully submitted,  
Jonathan Altshul  
Township Manager

DRAFT

**WESTTOWN TOWNSHIP**  
**PUBLIC WORKS DEPARTMENT MONTHLY REPORT**  
**FEBRUARY 2024**

---

---

**ROADS**

- ◆ Replaced a section of guiderail on Tower Course Rd.
- ◆ Responded to two snow salting/plowing events.
- ◆ Attended a pre-construction meeting with PECO for a Sage Road electric distribution project.
- ◆ Repaired a collapsed stormwater inlet on Picket Way.
- ◆ Removed a fallen tree on Carrie Lane.
- ◆ Cleared tree debris from all traffic islands in Pleasant Grove.
- ◆ Cleared multiple trees and branches from a rain/windstorm.

**BUILDINGS, PARKS, AND OPEN SPACE**

- ◆ New fire alarm system installed in the Administration Building.

**OAKBOURNE PARK AND MANSION**

1. Continued oversight of the athletic core improvement project.
2. Repaired a boiler failure issue at the mansion.
3. Cleared five downed trees from the wooded walking trails.
4. Installed a new storage shed pad at the baseball fields.
5. Cleared multiple sticks and downed branches throughout park grounds.

**PARKS AND OPEN SPACE**

1. Removed fallen tree from Wickerton open space.
2. Removed a fallen tree from the Pennwood open space.
3. Removed a fallen tree from Tyson Park.
4. Inspected playground structures for safety hazards.
5. Inspected stormwater retention basins for proper operation.

**WASTEWATER**

- ◆ Five pump stations were power washed and degreased.
- ◆ Replaced wood mulch filtering on the bio-filters at Rustin PS and the treatment plant for enhanced odor control.
- ◆ Removed a failed mixer motor for repair.

## EQUIPMENT MAINTENANCE AND REPAIR

- ◆ 67-19 – Repaired taillights and work light.
- ◆ 67-24 – Repaired the salt spreader.
- ◆ 67-20 – Replaced a failed starting relay.
- ◆ Cleaned the fuel system and carburetor of the sidewalk plow.
- ◆ Washed, repaired, de-salted all salt and plow trucks multiple times.

## FUTURE PROJECTS

- ◆ Power wash dirty street signs for improved visibility.
- ◆ Mow perennial planting areas of the Tyson and Sage bio-swales.
- ◆ Demo new grass mowers prior to replacement purchases.
- ◆ Fill winter potholes and clear stormwater inlets.
- ◆ Ongoing oversight of Oakbourne Park improvement project.

**MARK GROSS**  
**DIRECTOR OF PUBLIC WORKS**



# WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

Stokes Assembly Hall, 1039 Wilmington Pike  
Wednesday, February 21, 2024 – 7:00 PM

## **Present**

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

## **Call to Order and Pledge of Allegiance**

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

## **Adoption of Agenda (RH/JF) 6-0**

Mr. Hatton made a motion to adopt the agenda. Mr. Frisco seconded. All were in favor of the motion.

## **Approval of Minutes (RH/BK) 6-0**

Mr. Hatton made a motion to adopt the meeting minutes from February 7, 2024. Mr. Knaub seconded. Mr. Flynn suggested one correction to the motion pertaining to the ZHB application for 109 Piper Lane. Mr. Embick suggested an additional stylistic correction. All were in favor of the motion with revisions as noted.

## **Announcements**

1. Ms. Carter announced that the Zoning Hearing Board (ZHB) hearing for 1115 S. Concord Road has been rescheduled for March 28, 2024. She added that the applicant has retained legal counsel and intends on coming back for the Planning Commission's recommendations at a later date.

## **Public Comment – Non Agenda Items**

None

## **New Business**

### **1. Debriefing on Joint Meeting**

Mr. Embick asked for the members' feedback on the joint meeting with the Board. Mr. Frisco felt that it was a good introduction to better understand the roles and responsibilities of the Planning Commission and the Board. However, he also felt that the Planning Commission could have been better prepared to answer the Board's questions. Mr. Knaub agreed it was a good experience which provided a better insight in the Board's expectations. He recapped the subject of attainable housing that was raised by the Board, which he felt that the Board wanted the Planning Commission to look into. Mr. Knaub questioned how this concern could be addressed. Mr. Hatton recapped that only two subject matters were brought up: environmental rights amendment and attainable housing. He felt that due to their complexity, the Planning Commission was not ready to address them at the joint meeting. He expressed that the Board did not provide any substantial feedback on the priority list, and wished there was a more clear direction from the Board. Mr. Knaub wondered whether the priority list was too long. Mr. Lees agreed that most of the discussion was spent on subject of affordable housing, which was not on the Commission's priority list. He expressed his disappointment at not receiving any feedback on the Commission's priorities, and opined that affordable housing was a dead issue in Westtown. Mr. Flynn also expressed his disappointment. Mr. Embick suggested that the Board did not discuss the Planning Commission's report in order to reach some consensus. He felt that the Planning Commission was not given any direction,

but believed that they could proceed with their work as proposed. Mr. Embick suggested keeping the Board updated on the progress, and asked whether attainable housing shall be included on the priority list.

Mr. Hatton stated that some time ago, the Westminster Presbyterian Church had plans for affordable housing on its property, and suggested looking into how to support that. Mr. Embick wondered whether the church would be interested in discussing it with the Planning Commission to determine if any amendments might be needed to accommodate the project. Mr. Flynn was not supportive of approaching the church, and questioned changing ordinances for one purpose which he believed could have unintended consequences. Mr. Hatton suggested learning more about the project and overall subject of attainable housing to be ready when such proposal comes forward. Mr. Knaub asked when the church bought the property. Mr. Hatton thought it was fairly recently. Mr. Embick believed there was a land swap between the church and the owners of Crebilly tract. He was in support on exploring attainable housing, and felt that not addressing it was a silent discrimination against community diversity. Mr. Embick further suggested to acquire information and expertise on the subject. He also felt that the proposal was attractive, because the church already owned the property, thus there was no need for land acquisition. However, he pointed out that there was a plan for apartments several years ago, which was met with substantial public resistance, because people felt that such housing would diminish their own property values.

Mr. Lees pointed out that several years back, the County had explored this subject in great detail. He couldn't recall the outcomes, but suggested it might be a good place to start. Mr. Embick suggested to reach out to the County, the Council of Governments, and other groups to see what has been done. Ms. Carter was aware of several efforts in drafting ordinance provisions supportive of affordable and attainable housing, but did not know whether any municipalities were successful in implementing those. She promised to reach out to the County to find out more and report back. She also pointed out that the Brandywine Conservancy develops community built-out assessments that calculate potential yield of housing units based on current base zoning. Ms. Carter felt that it might be helpful to determine how many housing units might be possible in Westtown. Mr. Embick pointed out that two supervisors did not feel that the subject was a top priority, but he was supportive of potentially inviting someone to present for further discussion. The PC agreed. Mr. Embick thought that the Board did not approve or disapprove the proposed priorities, and suggested proceeding with working on those in addition to attainable/affordable housing. The PC agreed.

## **2. Planning Commission Function and Responsibilities**

Mr. Embick referred to the Department of Community and Economic Development (DCED) booklet on the duties and functions of the planning commission authorized by the Pennsylvania Municipalities Planning Code. He pointed out that the DCED publishes series on various topics that might be helpful for the Commission members. Mr. Embick referred to the list of activities that the Planning Commission is empowered to do and asked if anyone had any questions. There was no discussion. Mr. Flynn asked whether there were any significant changes. Ms. Carter did not believe so.

## **3. Update on Pending Projects**

Ms. Carter provided an update on pending and approved land development and conditional use applications. She listed the sketch plans, including a proposal for a Chase bank at 1502 West Chester Pike and warehouse/distribution center at 1036 Wilmington Pike. She also noted that the applicant is working with the engineer to provide more detailed plans for proposed funeral home at 1115 Wilmington Pike, for which an access easement will be needed to cross the adjacent Township-owned property. Ms. Carter also summarized the

status of approved land developments, such as completion of the Westtown School Lane House addition, ongoing construction of the Westtown School Arts Center, final landscaping at Westtown-Thornbury Elementary School, and continued construction of twin homes at Sawmill Court subdivision.

Among pending land developments, she noted that the Westtown School Oak Lane project was awaiting the execution of agreements, and the assisted living facility and self-storage land development plan at 943 S. High Street in West Goshen has been approved. She reported that the parcel located in Westtown, which provides an access to the site and additional parking, would be modified with reduction in parking spaces and improved access. Mr. Flynn asked about the access from Route 202. Ms. Carter clarified that the access to the site is from Stanton Ave. Ms. Carter provided an update that the applicant for the Stokes Estate 2023 conditional use application has filed an appeal and that the application which was filed in 2021 has not been withdrawn. She also updated that the stormwater management for the solar panel facility had been approved and was pending the execution of agreements. Ms. Carter reminded the Commission that the conditional use application for the Visual Arts Center at 1632 West Chester Pike was still pending, with the applicant granting an extension until the end of June 2024. She also noted that there was no movement on the proposed entryway modifications at Amish Market.

Mr. Embick brought up that some parking lots have pedestrian walkways between the fronts of cars and wondered whether it was something to consider for Westtown. Ms. Carter thought it would impact the required parking calculations and suggested discussing it with the Township traffic consultant. Mr. Frisco asked about the status of former Pete's Produce. Ms. Carter explained that FarmerJawn is a current tenant with Christa Barfield as the owner, who attended the Board meeting last year to provide details on her plans. She noted that the Township expected to see an application for special exception, but no such application was received. Mr. Embick r stated that Ms. Barfield was planning to convert the fields to organic farming, which takes several years to complete.

#### **4. Update on the Environmental Rights Amendment to the Pennsylvania Constitution**

Mr. Embick gave a presentation on the history of Article I, Section 27 of the Pennsylvania Constitution, which was enacted in 1972 and where it stands now. He provided an explanation of what the Article means according to the decisions by the Pennsylvania Supreme Court. Mr. Embick pointed out that one of the concerns raised by Mr. Foster was the meaning of the Constitution. He explained that it is common for terms not to be defined as many constitutional provisions are written in general language with a hope that the three branches of government would figure out the meanings based on court cases and controversy. He summarized several court cases and outcomes of each case as they relate to the protection of enumerated rights (i.e., right to clean air, pure water and the preservation of the natural, scenic, historic and esthetic values of the environment) and the protection of the common property of all the people (i.e., the public natural resources) for future generations. Mr. Embick argued that these cases established that the government shall not do anything that violates these rights and that it applies to all levels of government, including municipalities and Planning Commissions,. Mr. Embick suggested the meaning of "public natural resources" includes all commonly owned natural resources, including forests, gas deposits, state lands, air, and water. He also explored the meaning of Article 1, Section 1 pertaining to property rights suggesting that zoning and subdivision and land development are fundamental controls over these rights limiting these rights to use one's property.

Mr. Embick summarized a court case, known as the Payne Test, which provided a foundation for over 40 years for whether a government activity is constitutional in respect to the environmental rights amendment. He noted that this test leaned more towards proposed

activities than the protection of the environment. In 2017, the outcome of another court case determined that the Payne test allowed for significant degradation of protected values and violated public trust and that every level of government must comply and it was self-executing, but no new test was created. Mr. Embick detailed the outcomes of other cases and explained that the main takeaway is that determining how to comply remains ambiguous and suggested his own test. He proposed analyzing the impacts of proposed use through a three step process:

- 1) Conduct a study, which identifies the adverse environmental impacts of all activities associated with the proposed use;
- 2) Demonstrate to what degree the impacts will infringe unreasonably the protected rights and values; and
- 3) Unless the impact of all activities can be eliminated or reduced, then the use cannot be permitted.

Mr. Flynn stated that the terms could be interpreted in many different ways. Mr. Embick agreed, but referred to court cases, which established interpretation of terms.

**Old Business**

None.

**Reports**

1. Mr. Knaub made the BOS report from the February 20 meeting.

**Adjournment (RH/JF) 6-0**

The meeting was adjourned at 8:34 PM.

Respectfully submitted,  
Mila Carter  
Planning Commission Secretary

**ORDINANCE 2024-03**

**WESTTOWN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

**AN ORDINANCE OF THE TOWNSHIP OF WESTTOWN, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF WESTTOWN, CHAPTER 87, FIRE PREVENTION, TO ADD A NEW SECTION RECOGNIZING THE AUTHORITY OF VOLUNTEER FIRE COMPANIES OPERATING WITHIN WESTTOWN TOWNSHIP TO SEEK REIMBURSEMENT FOR HAZARDOUS ABATEMENT INCIDENTS, ENVIRONMENTAL INCIDENTS AND FIRE SAFETY AND RESCUE RESPONSES.**

**BE IT ENACTED AND ORDAINED** by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania, that certain provisions of Chapter 87, Fire Prevention, of the Code of the Township of Westtown, as amended, be further amended as follows:

**SECTION 1.** Part II, General Legislation, Chapter 87, Fire Prevention, shall be amended to include new §87-4, Fire Company Cost Recovery, which shall read as follows:

**§87-4. Fire Company Cost Recovery**

**A. Authority, Findings and Purpose.**

1. Authority. Under §1803(b) of the Second-Class Township Code, 53 P.S. §66803(b), the Township has the authority to make rules and regulations for the government of fire companies and their officers located within the Township.
2. Findings. The Township recognizes that the duties of volunteer fire companies require specialized emergency rescue tools and equipment, emergency rescue materials, hazardous material abatement equipment and hazardous abatement materials during emergency responses. The Township recognizes that such tools and equipment place a financial burden on volunteer fire companies and the replacement of such materials and specialized training add to the additional financial burden for volunteer fire companies.
3. Purpose. To grant each fire company operating in Westtown Township (“Fire Departments”) the authority to seek reimbursement for the reasonable costs of responding to such incidents in their service area, either directly or in coordination with the Office of Emergency Management, as provided below.

**B. Recovery of Costs.**

1. The Township authorizes the Fire Departments serving Westtown Township to recover the reasonable costs of emergency rescue tools, equipment and materials;

hazardous material abatement tools, equipment and materials; and personnel hours involving any hazardous material, environmental, fire safety and/or rescue incident or operation, including vehicular accidents which occur in their service area, as adopted by Resolution of the Board.

2. The reasonable costs outlined above may be recovered directly by the Fire Departments or through a third-party billing service as an authorized agent for the collection of such costs.
3. The Fire Departments or third-party billing service shall only have the authority to recover the aforementioned costs in the Fire Department's service area from the applicable insurance company/carrier up to the limit of the applicable insurance company/carrier's policy limits.
4. The reimbursement rates for the aforementioned tools, equipment and materials shall be set by the Fire Departments from time to time and shall be only applied to the recovery of costs arising out of incidents that occurred subsequent to the setting of the rates. These rates shall be approved by the Township and be kept on file in the Township building.
5. In addition to the aforementioned reasonable costs, the Fire Departments or third-party billing service shall be authorized to collect reasonable interest, as well as a reasonable administrative fee for collecting the same, and any and all additional fees as may be authorized by the Hazardous Material and Emergency Planning Response Act or authorized by any other statute or law.
6. Fire Departments who respond to a fire in another Fire Department's service area are not authorized to bill for their costs. Only the Fire Department in whose service area the fire occurs may bill for their costs.

**C. Responsibility of the Township.**

1. The Township shall not be responsible for any aspect of the recovery of costs under this Ordinance. The Township shall not take any steps to assist the Fire Departments or any third-party billing service in recovery of costs under this Ordinance.
2. The Township shall not be responsible to reimburse the Fire Departments for any services rendered to the Township or Township personnel or vehicles while on duty.

**D. Revocation of Grant of Authority.**

Any attempt by a Fire Department or third-party billing service to recover costs from any individual/entity other than the appropriate insurance company/carrier shall result in the immediate revocation of the authority to recover such costs granted under this Ordinance.

**SECTION 2.** If any sentence, clause or section or part of this ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or validity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this ordinance. It is hereby declared as the intent of the Board of Supervisors that this ordinance would have been adopted had such unconstitutional, illegal, invalid sentence, clause, section or part thereof not been included herein.

**SECTION 3.** All ordinances or parts of ordinances conflicting or inconsistent herewith are hereby repealed.

**SECTION 4.** This ordinance will be effective five (5) days after enactment.

**ENACTED AND ORDAINED** by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Attest:**

**Westtown Township  
Board of Supervisors**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Thomas Foster, Chair

\_\_\_\_\_  
Edward Yost, Vice Chair

\_\_\_\_\_  
Richard Pomerantz, Police Commissioner

**ORDINANCE NO. 2024-04**

**WESTTOWN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

**AN ORDINANCE OF WESTTOWN TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA, ELECTING TO AMEND ITS NON-UNIFORM PENSION PLAN ADMINISTERED BY THE PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM PURSUANT TO ARTICLE IV OF THE PENNSYLVANIA MUNICIPAL RETIREMENT LAW; AGREEING TO BE BOUND BY ALL PROVISIONS OF THE PENNSYLVANIA MUNICIPAL RETIREMENT LAW AS AMENDED AND AS APPLICABLE TO MEMBER MUNICIPALITIES. IT IS HEREBY ORDAINED BY WESTTOWN TOWNSHIP, CHESTER COUNTY, AS FOLLOWS:**

SECTION I. Westtown Township (the Township), having established a non-uniform pension plan administered by the Pennsylvania Municipal Retirement System (the System), hereby elects to amend its Non-Uniform Pension Plan administered by the System in accordance with Article IV of the Pennsylvania Municipal Retirement Law, 53 P.S. §881.101 et seq. (Retirement Law), and does hereby agree to be bound by all the requirements and provisions of the Retirement Law and the Municipal Pension Plan Funding Standard and Recovery Act, 53 P.S. §895.101 et seq., and to assume all obligations, financial and otherwise, placed upon member municipalities.

SECTION II. As part of this Ordinance, the Township agrees that the System shall administer and provide the benefits set forth in the amended Non-Uniform Pension Plan Document entered into between the Pennsylvania Municipal Retirement Board and the Township effective as of the date specified in the adoption agreement (the Contract).

SECTION III. The Township acknowledges that by passage and adoption of this Ordinance, the Township officially accepts the Contract and the financial obligations resulting from the administration of the Contract.

SECTION IV. Payment for any obligation established by the adoption of this Ordinance and the Contract shall be made by the Township in accordance with the Retirement Law and the Municipal Pension Plan Funding Standard and Recovery Act. The Township hereby assumes all liability for any unfundedness created due to the benefit structure set forth in the Contract.

SECTION V. The Township intends this Ordinance to be the complete authorization of the Contract, as amended and it shall become effective as of the date specified in the adoption agreement, which is the effective date of the Contract, as amended.

SECTION VI. A duly certified copy of this Ordinance and an executed Contract shall be filed with the System.



**ORDINANCE NO. 2024-04**

**WESTTOWN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

ENACTED AND ORDAINED this 18<sup>th</sup> day of March, 2024

Attest

WESTTOWN TOWNSHIP

\_\_\_\_\_  
Liudmila Carter, Assistant Township Manager

\_\_\_\_\_  
Thomas Foster, Chair

\_\_\_\_\_  
Edward Yost, Vice Chair

\_\_\_\_\_  
Richard D. Pomerantz, Police Commissioner



**PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM  
CASH BALANCE PLAN  
Adoption Agreement Amendment**

The undersigned, **Westtown Township, Pennsylvania** ("Municipality") (and having a PERC number of 15-216-5 N), pursuant to Article XVI of the Base Plan Document, is amending its Adoption Agreement having the effective date and the expiration date as shown below. The Municipality makes the following elections granted under the provisions of the Base Plan Document:

**PLAN AMENDMENT**

<b>Amendment Effective Date:</b>	<b>January 1, 2024</b>
<b>Adoption Agreement Effective Date:</b>	<b>September 1, 2020</b>
<b>Application:</b>	<b>Limited</b>
<b>Amendment Expiration Date:</b>	<b>December 31, 2024</b>
<b>General Description:</b>	<b>Increases the Required Municipal Contributions as otherwise specified in Section 3.01 of the Plan for all Compensation earnings periods ending between the Amendment Effective Date and the Amendment Expiration Date.</b>
<b>Affected Members:</b>	<b>Employees who are Active Members between the Amendment Effective Date and the Amendment Expiration Date.</b>

**AMENDED ADOPTION AGREEMENT SECTIONS**

The Sections of the Adoption Agreement below are applicable to this Amendment and will be effective for the Affected Members between Amendment Effective Date and the Amendment Expiration Date. All other sections of the applicable Cash Balance Plan Adoption Agreement 001 remain the same during the period between the Amendment Effective Date and the Amendment Expiration Date.

**3.01 CONTRIBUTION AMOUNT.**

Required Municipal Contribution (Select One)

Not Required

Required in an amount equal to: (Select One)

**Nine percent (9.00%)** of each Member's Compensation

\_\_\_\_\_ dollars (\_\_\_\_\_) per period

Per Weekly Period

Per Bi-Weekly Period

Per Semi-Monthly Period

Per Calendar Monthly Period

Per Calendar Year Period

Per Other Period (Please Specify):

\_\_\_\_\_

\_\_\_\_\_ dollars (\$\_\_\_\_\_) per hour of Service

**5.06 CASH BALANCE ACCRUED BENEFIT CALCULATION RULES.**

Cash Balance Contribution Credit Amount (Select All That Apply)

**Accrued Benefit must be no less than one half of one percent (0.5%) of Compensation for each year of Credited Service. Additionally, the incremental accrual in any Plan year shall not exceed 133 1/3% of the accrual for any prior Plan year.**

**Nine percent (9.00%)** of the Compensation earned by the Member during each Cash Balance Contribution Credit Period

\_\_\_\_\_ (\$\_\_\_\_\_) per each Cash Balance Contribution Credit Period

\_\_\_\_\_ dollars (\$\_\_\_\_\_) per each Hour of Service credited to the Member per Cash Balance Contribution Credit Period

Member Optional After-Tax Contributions



The Municipality hereby agrees to the provisions of this Adoption Agreement Amendment, and in witness of its agreement, the Municipality by its duly authorized officers has executed this Adoption Agreement Amendment, on the date specified below.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the day, month and year above written.

ATTEST:

WESTTOWN TOWNSHIP

BY \_\_\_\_\_  
Liudmila Carter, Assistant Township Manager

BY \_\_\_\_\_  
Head of Governing Authority – Thomas Foster, Chair

DATE: \_\_\_\_\_

ATTEST

PENNSYLVANIA MUNICIPAL  
RETIREMENT BOARD

BY: \_\_\_\_\_  
Secretary

BY \_\_\_\_\_  
Board Chair

DATE: \_\_\_\_\_

Approved as to form and legality:

BY: \_\_\_\_\_  
Chief Counsel, PMRS

BY: \_\_\_\_\_  
49-FA-1.0  
Office of General Counsel

BY: \_\_\_\_\_  
49-FA-1.0  
Office of Attorney General

**This Plan is an important legal document. Failure to properly fill out this Adoption Agreement Amendment may result in disqualification of this Plan. PMRS will inform you of any amendments made to the Base Plan Document. The address of PMRS is 1721 North Front Street, Harrisburg, PA 17102.**

**You may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in Revenue Procedure 2015-36.**

**You may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2015-36. In order to have reliance in such cases, an individual application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.**

**Westtown Township, Chester County, PA  
Professional Services Agreement**

This services agreement (“Agreement”) is made this \_\_\_\_ of \_\_\_\_\_, 2024 by and between Westtown Township (“Township”), 1039 Wilmington Pike, West Chester, PA 19382, and Jonathan Altshul (“Contractor”) with a mailing address of PO Box \_\_\_\_\_, \_\_\_\_\_, PA \_\_\_\_\_, (collectively “the Parties”).

**WHEREAS**, the Contractor plans to resign as Township Manager, effective on March 15, 2024 on good terms with the Township;

**WHEREAS**, the Township is engaged with a search for a new Township Manager that may extend into the second quarter of 2024;

**WHEREAS**, the Township may require the Contractor’s expertise on various Township projects, initiatives and general events from time to time prior to a new Township Manager starting, as well as while the new Manager is being on-boarded;

**THEREFORE**, in consideration of the foregoing, the Parties hereby agree to the following:

1. **Services.** The Contractor is hereby retained by the Township to provide consulting services on issues that may periodically arise before the Township, as outlined in **Appendix A- Scope of Services**, which is attached hereto and incorporated herein by reference.
2. **Professional Standards for Consulting Services.** The Contractor shall be cognizant of controlling billable hours for work performed under this Agreement and shall not deviate from the general scope of any request for his services. While the Contractor recognizes that he is an independent contractor, the Contractor also recognizes that he will be viewed as a representative of the Township and shall therefore be expected to abide by the Ethics and Conduct; Non-Discrimination, Sexual and Other Unlawful Harassment; and Conflict of Interest sections of the Westtown Township Employee Handbook while performing consulting services under this Agreement.
3. **Work Products.** Any and all reports, emails, agendas, minutes, memos, presentations or other work products created by the Contractor pursuant to this Agreement shall belong exclusively to the Township. As outlined in **Appendix B – Township Resources Available to Contractor**, which is attached hereto and incorporated herein by reference, the Township shall make certain Information Technology resources available to the Contractor to perform the services pursuant to this Agreement.
4. **Payment.** The Township agrees to pay the Contractor \$100 per hour, plus reasonable incidental expenses, for services rendered pursuant to this Agreement. The contractor shall email invoices to the Township Finance Director on a monthly basis and the fee shall be payable within thirty (30) days after receipt.

5. **Bonding Requirements.** Contractor shall maintain a bond in the amount of \$250,000, the premium for which shall be paid by the Township, conditioned upon the faithful performance of the Contractor's duties.
6. **Term.** The term of this Agreement shall commence on March 16, 2024, and shall continue until the start date of a new permanent Township Manager, unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein. Upon their start date, the new permanent Township Manager, at their sole discretion, may choose to engage the Contractor at the hourly rate specified in Paragraph 4 (**Payment**) for selected services indefinitely, including assistance with the onboarding process.
7. **Independent Contractor Status.** The Parties agree that the Contractor is an Independent Contractor as defined by the U.S. Internal Revenue Service, and that the Township will not exercise behavioral or financial control over the Contractor. The parties further understand that the Contractor will receive a Form 1099 for any work performed pursuant to this Agreement.
8. **Indemnity.** Township hereby agrees to indemnify, defend and save harmless Contractor, from and against any liability, claim, suit or demand of whatever nature or kind, whether founded or unfounded, arising from, out of or related to the Contractor's work as provided herein, together with all cost, fees and expenses (including, but not limited to, attorney's fees and costs and expert witness fees and costs) as may be incurred by Contractor in connection with any such liability, claim, suit or demand except to the extent caused by the willful misconduct or gross negligence of Contractor.
9. **Terminating the Agreement.** Both Township and Contractor may terminate this Agreement for any reason at any time.
10. **Headings.** The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.
11. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement shall be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.
12. **No Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the signatories hereto.

**13. Entire Agreement; Amendment.** This Agreement, together with the appendices attached hereto and made a part hereof, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

**14. Governing Law & Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws and principles. All claims arising from this Agreement shall be the exclusive jurisdiction of the Chester County Court of Common Pleas or the U.S. District Court for the Eastern District of Pennsylvania.

**AGREED AND ACCEPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**WESTTOWN TOWNSHIP**

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **(Title)**

\_\_\_\_\_ **(Title)**

\_\_\_\_\_ **(Date)**

\_\_\_\_\_ **(Date)**

## **APPENDIX A – SCOPE OF SERVICES**

**The Contractor shall provide the following services for the term of the Agreement:**

- Review and advise staff on draft agendas and related materials for Board of Supervisors meetings;
- Review and advise Environmental Advisory Chair on draft agendas and minutes for EAC meetings;
- As requested by the Westtown Police Commissioner, consult and advise on selected matters before the WEGO Police Commission;
- As requested by the Township Finance Director, Interim Township Secretary or Assistant/Interim Township Manager, provide assistance with grant and capital projects administration, general financial and human resources matters, and other limited administrative matters as they arise.
- As requested by the Board of Supervisors, advise on matters related to the acquisition of Crebilly Farms, the completion of the Oakbourne Park Capital Project and other special projects.
- As requested by the new Township Manager, assist with onboarding process, including briefing and assisting the new Manager on Township processes and the various on-going projects and initiatives within the Township.



## Appendix B – TOWNSHIP RESOURCES AVAILABLE TO CONTACTOR

The Township shall make the following resources available to the Contractor over the term of the Agreement, unless otherwise indicated below:

- **Email** - Continued use of his Township email address ([jaltshul@westtown.org](mailto:jaltshul@westtown.org)). It is understood that the Contractor shall use this email address for all email correspondence conducted pursuant to this Agreement. It is further understood that the email address may continue to receive emails about routine Township matters intended for the Township Manager. The Contractor will therefore include an out-of-office message making clear that he is no longer serving as Township Manager and directing the sender to the appropriate Township contact, but that he is otherwise still serving in a consulting capacity for the Township. It is further understood that the Contractor will not charge the Township for routine email inbox maintenance (e.g. forwarding emails or relaying simple instructions to Township staff of a routine or purely administrative nature) and nor will the Contractor respond directly to the sender of emails for any matter outside the Scope of Services outlined in Appendix A, unless the matter is purely personal in nature, in which case the Contractor may respond via a non-Township-related email account.
- **Server** - Access to the Township F-Drive Server via a Virtual Private Network (aka Splashtop), provided that such access may be reasonably limited by the Township from time to time as needed for network maintenance and restricted altogether upon the hiring of a new Township Manager.
- **Anti-virus and security software** - The Contractor shall take reasonable steps to ensure that all anti-virus and related security software installed on any device used to access the Township's VPN is updated and secure. The Township shall treat out-of-pocket expenses related to anti-virus and related security software as a reasonable incidental expense pursuant to **Paragraph 4 –Payment**.

## MEMO

---

Date: February 29, 2024

To: Board of Supervisors

From: Jonathan Altshul, Township Manager

Re: Consider Amendment to Construction Management Contract with Pennoni for Oakbourne Park

---

As outlined in the attached proposal, Pennoni is requesting a \$33,240 increase in its construction management contract for the Oakbourne Park project. Please note that the 2024 adopted budget anticipated an additional \$20,000 in construction management costs. Therefore, this additional \$13,240 would increase the total project cost to \$5,989,159, which is still more than \$760,000 less than the available project funds.

Otherwise, the project is still on track financially, and as of the end of February, no significant change orders are envisioned. The retaining walls have been completed and, weather permitting, the contractor is hopeful that they can finalize the paving, stabilize the stormwater basins, and do the landscaping plantings over the next few weeks. Unfortunately, some work will need to be ongoing after opening day for baseball and soccer, but that construction work, which will occur during regular work hours, will not conflict with youth sports during evenings and weekends. Pennoni will also work with MECO to erect temporary fencing and signage advising visitors to avoid certain areas of the athletic complex after the sports season begins, but while the work is ongoing. In addition, the Township plans to keep the new bathroom facility closed until all of the construction work around it has been completed.

Finally, as a reminder, the 2024 adopted budget reflects the following three additional improvements that can be undertaken as MECO is completing the project or shortly thereafter:

- Painting retaining walls (\$45,000)
- Security camera (\$15,000)
- Additional signage at Athletic Core entrance and at the corner of S. Concord and E. Pleasant Grove (\$15,000)

Staff has also requested a quote from MECO to install gating in the parking lot. Staff will request Board approval prior to undertaking any of these “11<sup>th</sup> hour” projects.



February 29, 2024

WESTT24002P  
**Westtown Township**

Attn: Mr. Jon Altshul, Township Manager  
1039 Wilmington Pike  
West Chester, PA 19382

**RE: ADDITIONAL CONSTRUCTION PHASE SERVICES  
OAKBOURNE PARK  
WESTTOWN TOWNSHIP, PA**

Dear Jon,

**Pennoni** has worked closely with Westtown Township during the past two years to plan and design significant improvements to Oakbourne Park. These improvements have been under construction since the middle of 2023 and are expected to be completed in early summer 2024.

Pennoni's current contract includes assisting the Township with administration of the construction contract, by providing liaison with the contractor as well as the inspection and observation necessary to provide quality assurance and compliance with permit requirements and construction documents.

Our original fee estimate for construction-phase services was based on an assumed 26-week (6 month) construction duration, with expected completion by the end of 2023. In fact construction has been delayed by a variety of factors, primarily (a) coordination with existing utility services took much longer than expected, and (b) the pre-fabricated restroom building was delivered two months later than promised by the vendor. The current schedule estimate for completion of construction is the end of June 2024, which represents approximately a 15-month duration.

Pennoni has been conscientious in addressing the needs of the project while economizing the cost to the Township for our services. To date, Pennoni has billed approximately 85% of the original estimated fee allowance of \$105,100, while covering more than 10-months of construction activity. Based on the forthcoming construction activities, we anticipate reaching the limit of our original fee allowance by the end of March.

Therefore, we are requesting an increase in our contracted fee allowance to allow continued service through the completion of construction, approximately three (3) additional months.





## PROPOSAL FOR PROFESSIONAL SERVICES

**Date:** February 29, 2024  
**Proposal Name:** Thorne Drive Basin Retrofit Construction Oversight – Rev. 1  
**Client Name:** Westtown Township  
**Client Address:** 1039 Wilmington Pike  
West Chester, PA 19382  
**Project Number:** 236-22-0395

---

Cedarville Engineering Group, LLC (CEG) is pleased to submit our proposal to provide Construction Oversight Services for the Thorne Drive Basin Retrofit project in Westtown Township, Chester County, Pennsylvania.

### PROJECT UNDERSTANDING AND BACKGROUND

CEG is currently awaiting issuance of the NPDES Permit for the retrofit of this basin as part of the Township's Pennsylvania Department of Environmental Protection (PA DEP)-approved NPDES MS4 Total Maximum Daily Load (TMDL)/Pollutant Reduction Plan (PRP) last updated June 2019. This basin is located on a 1.7-acre parcel owned by Westtown Township in the southwest quadrant of the intersection of Thorne Drive and Little Shiloh Road within the Goose Creek Watershed.

The basin is overgrown, contains mature trees, and has reduced volume capacity. In addition, a defined channel has eroded through it, causing the basin to short-circuit. The existing outlet of the basin is an open pipe at the same elevation as the basin bottom. The basin effectively holds no water during smaller events and storms, providing no water quality benefit. The basin has a drainage area of 19.86 acres.

The work to be completed as part of this project includes converting the basin from a traditional detention basin to a dry extended detention basin or equivalent percent sediment reduction per the PA DEP BMP Effectiveness Values (rev. 6/2018). Design details include removing the trees, vegetation, and sediment accumulation, regrading/removing the defined channel, installing a new outlet structure with a low-flow orifice to provide infiltration and extended detention, creating water quality features such as forebays, and installing native plantings.

Per the TMDL/PRP, this project will provide an estimated removal of 4,436.12 lbs/yr of sediment (0.43 percent) within the Chester Creek/East Branch Chester Creek/Ridley Creek PRP Planning Area and an



Cedarville Engineering Group, LLC  
Pennsylvania | Florida

P: 610-705-4500 E: [info@CedarvilleEng.com](mailto:info@CedarvilleEng.com)

[CedarvilleEng.com](http://CedarvilleEng.com)



estimated removal of 1.15 lbs/yr of total phosphorous (0.38 percent) within the Goose Creek TMDL Planning Area.

Our scope of services reflects the following assumptions:

- a) Westtown Township will handle the grant administration and closeout for the project.

## **SCOPE OF SERVICES**

The following more specifically describes our scope of services included with this proposal:

### **1.0 BID ADMINISTRATION**

Upon receipt of approval of the Bid and Contract Documents by the Township, CEG will post the Contract Documents on the PennBid Bid Exchange Portal for Contractors to view and submit sealed bids. An advertisement will be prepared by CEG, consistent with the Bid Documents, for the Township to advertise in the approved local newspaper. The Township will pay for the cost of advertising in the newspaper.

Once the project is opened to bidding, questions received through PennBid will be processed by CEG, and responses will be provided accordingly. Included in the scope of work is the preparation of one (1) addendum, should it be required. CEG will also coordinate with the Township to determine a date and time for a Pre-Bid Meeting to review the project with prospective contractors and view the site.

Upon opening the bids, CEG will prepare a bid tabulation showing all bids received and the pricing submitted by each bidder. CEG will review the received bid documents, perform a reference check on the lowest responsible bidder, and coordinate with the Township regarding the project award. Once completed, CEG shall provide a letter to the Township with a recommendation for awarding the bid.

#### **DELIVERABLES**

- Bid Tabulation
- Award Recommendation.

### **2.0 CONSTRUCTION OBSERVATION**

After the Township awards the bid, CEG will notify the selected Contractor and update PennBid accordingly to reflect the award. CEG will issue a subsequent Notice to Proceed to the Contractor after the agreement and required contract documents have been received and executed.

CEG will hold a Pre-Construction Meeting with the selected Contractor to review the project scope and the Township's requirements. Submittals received from the Contractor will be logged and reviewed for compliance with the project bid documents and Township standards. Once all required submittals have been received, CEG will review them and return them to the Contractor for the release of materials. Records of reviewed submittals will be provided to the Township for records of what materials are used in the project.



Once the Contractor starts construction work, CEG will monitor construction activities to ensure compliance with the project specifications. While on-site, CEG's inspectors will prepare daily inspection reports to document the work completed daily, including payment quantities. The project is assumed to be completed within six (6) weeks, with CEG onsite for 10 hours per week for inspection services during construction.

During the construction work, it is assumed that the Contractor will submit one (1) progress payment and one (1) final payment for the work performed. CEG will review the submitted documentation, including the payment quantities and Contractor certified payroll, for compliance with the project specifications. After review, CEG will provide payment recommendations to the Township.

Before closing the project, CEG will review the completed work with the Township and Contractor to generate a final punch list containing any outstanding items the Contractor must address. CEG will oversee the punch list work to ensure all items are addressed. Additionally, CEG will coordinate with the Contractor to obtain the required closeout documentation and forward these documents to the Township. Before closing out the project, CEG will provide the Township with a list of required maintenance items for the basin and their required frequencies to aid the Township with ensuring the basin is appropriately maintained.

#### **DELIVERABLES**

- Notice of Award (to Contractor)
- Notice to Proceed (to Contractor)
- Reviewed Submittals
- Daily Inspection Reports
- Payment Recommendations
- Closeout Documentation (from Contractor)
- O&M Tasks and Schedule

#### **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**

The client will be responsible for all municipal, county, and other agency applications and review fees. The client will be notified of such fee amounts before the submittal of applications.

#### **REVISIONS**

CEG will make every effort to generate a complete design upon initial submission of the preliminary plans and permitting applications. However, it is customary to receive review letters from the permitting agencies requesting revisions to such applications. The scope of this contract expressly excludes major plan revisions required due to design changes requested by the agencies.

#### **ADDITIONAL PROFESSIONAL SERVICES**

In addition to the specific services described above, the need for evaluations or services performed by professionals in other areas of expertise may arise due to your project's direction or requests made by



municipal or agency officials. These services may include traffic studies, mechanical design of facilities, etc. We will advise you to obtain additional services from other consultants to complete your project. In such instances, we can provide you with recommended consultants. We will subsequently coordinate directly with the consultant of your ultimate choice. Costs for these services are not included within the scope of this contract, nor are any extensive efforts on the part of CEG in coordinating these consultants unless stated otherwise.

## **PROPOSAL COSTS**

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

1.0 Bid Administration	\$3,100.00
2.0 Construction Oversight	\$28,500.00
<b>Total Contract Price</b>	<b>\$31,600.00</b>

## **SCOPE CHANGES AND EXCLUSIONS**

CEG has prepared a complete and itemized scope of services anticipated to obtain project approvals. During the ordinary course of plan and document preparation and review by municipal officials and other agencies, minor revisions are expected and will be addressed as indicated above. Occasionally, a municipality or permitting agency will request or require plan revisions that are substantially beyond the normal scope or are in addition to ordinance or permit requirements. Additionally, some circumstances may arise that would require additional work to be completed beyond the scope of this contract that are beyond CEG’s control. In such instances, we will immediately notify you of any substantial modifications to the scope. We will not proceed with any out-of-scope work or incur charges beyond the scope of this contract without your prior written consent and an understanding of how the additional costs associated with such changes will be handled.

The following list of exclusions shall not be considered conclusive or finite but is provided simply as a summary of the explicit exclusions noted above:

- Soil testing
- Environmental review
- Construction Stakeout Survey
- As-Built Survey
- Permitting or approvals are not described in this document.
- Grant Administration

## **CHANGES IN REGULATIONS**

This proposal has been assembled based on current ordinances, application procedures, and permitting regulations as of the above contract date. As the land development process is ever-changing, we reserve the right to alter our contract pricing should such occur after the contract date, which would impact the project scope or level of effort. We make it a priority to stay abreast of industry regulations. We will notify you when we become aware of pending or actual changes that could impact the scope of work and the associated contract price. We will only proceed with work under contract for which costs could deviate from the original contract amount due to changes in industry regulations with prior notice and your authorization to proceed under the new regulations.





## PROPOSAL ACCEPTANCE PERIOD

This contract shall become null and void unless accepted within sixty (60) days from the date of issuance by CEG.

## 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 with another. Payment on invoices is due in thirty (30) days.

## PROPOSAL ACCEPTANCE

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

Should you have any questions regarding this proposal, please contact me or Robert Flinchbaugh, CEG's Engineering Team Lead, directly at 610-705-4500.

Best Regards,

**Cedarville Engineering Group, LLC**

Kyle Turner, P.E.  
Project Manager

Robert Flinchbaugh, P.E.  
Engineering Team Lead

Attached: General Conditions



## AUTHORIZATION TO PROCEED

I have read the **February 29, 2024** and now authorize CEG to proceed with the work. I fully understand and agree that this authorization now commits the Owner to retain CEG for the scope of work, fee, and general conditions 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.

## FINANCIAL SECURITY AGREEMENT

THIS Agreement, is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Westtown Township (by and through its Board of Supervisors), Chester County, Pennsylvania, a Township of the Second Class, with offices at 1039 Wilmington Pike, West Chester, Pennsylvania ("Township") and Westtown School, a Pennsylvania non-profit corporation, with its address at 975 Westtown Road, West Chester, Pennsylvania 19382, and its successors and assigns ("Developer").

### BACKGROUND

A. Developer represents that it is the owner of, and has proposed to develop, a tract of land situated in Westtown Township, located at 975 Westtown Road, Westtown Township, Chester County, Pennsylvania, consisting of 579.61+/- acres, being UPI Nos. 67-2-19, 67-2-24, 67-2-24.2, 67-2-25, 67-2-25.1, 67-2-25.2, 67-2-25.3 and 67-5-27 ("Subject Property"), with the development of the Subject Property to occur specifically on a parcel identified as UPI No. 67-5-27 to include two (2) new synthetic turf athletic fields, one (1) of which will have field lighting, and a new two-story support building, together with storm water management facilities, landscaping and other related improvements proposed or required in, on and/or related to the proposed land development (the "Oak Lane Development"). The instant Agreement pertains to those improvements designated on the Plan and listed in summary form on the Plan and on the attached spread sheet.

B. The proposed land development of the Subject Property is known as "Westtown School – Oak Lane Project" as is depicted on the Preliminary/Final Land Development Plan prepared by ELA Group, Inc. dated January 27, 2023, last revised December 15, 2023, and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, at plan \_\_\_\_\_ (collectively referred to as "Plans").

C. On or about November 20, 2023, the Board of Supervisors of the Township granted Preliminary/Final Land Development Plan Approval of the application to develop the Subject Property with the Oak Lane Development, subject to certain conditions, including the timely completion of the proposed or required improvements and/or amenities, and the posting of financial security to guarantee said completion as set forth in an approval letter dated December 7, 2023, all conditions of which were agreed to by the Developer who hereby confirms said agreement (the "Approvals").

D. Township and Developer, contemporaneously herewith, have entered into a certain Development Agreement, providing for, among other things, the said completion of improvements and amenities and the said posting of financial security. The Secured Improvements Cost Estimate outlining the proposed Secured Improvements is attached hereto as Exhibit "A."

E. The parties, by these presents, desire to set forth their further agreement and understanding with respect to the said financial security and such other matters as hereinbelow set forth.

NOW, THEREFORE, the parties hereunto, in consideration of the premises and the mutual promises herein contained and intending to be legally bound hereby, agree as follows:

1. Definitions; Interpretation

a. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

(1) "Completion Date" shall mean the date specified in Section 2.c. of the Development Agreement on or before which the Improvements shall be completed.

(2) "Development Agreement" shall mean that certain Development Agreement of even date herewith by and between Township and Developer, which agreement is fully incorporated into and made part of this Agreement.

(3) "Financial Institution" shall mean the bonding company or lending institution, approved by Township, with which the Financial Security has been posted or established and/or which issues the Financial Security.

(4) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement and with the provisions of Section 6 of the Development Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.

(5) "Improvements" shall mean all site improvements shown on or contemplated by the Plans, including, but not limited to, public or private roads or streets, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings or other plantings and landscaping and/or other Improvements or common amenities required by this Agreement and any applicable ordinances or regulations.

(6) "MPC" shall mean the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101 *et seq.*, as restated and amended, as the same now exists and hereafter may be further amended.

(7) "Plans" shall mean that certain Preliminary/Final Land Development Plan prepared by ELA Group, Inc. titled "Westtown School – Oak Lane Project", dated January 27, 2023, last revised December 15, 2023, and recorded in the Office of the Recorder of Deeds in and for Chester County PA at plan \_\_\_\_\_, consisting of various plan sheets, including, without limitation, all notes, statements and other information appearing on the plan, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the Plans.

(8) "Secured Improvements" shall mean all those certain Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.

(9) "Subdivision and Land Development Ordinance" shall mean the Subdivision and Land Development Ordinance of the Township, as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Subdivision/Land Development shall be subject to the provisions of §508(4) of the MPC.

(10) "Subject Land Development" shall mean the proposed land development of the portion of the Subject Property, together with recreation facilities and other related improvements and/or common amenities proposed or required in, on and/or related to the proposed subdivision and land development, including together with driveways, streets, storm water management facilities (servicing the entire development), sanitary sewer improvements and such other Improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

(11) "Township Engineer" shall mean the professional engineer(s), licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for Township or engaged by Township as a consultant thereto.

b. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance, the MPC or the Development Agreement, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance, the MPC or the Development Agreement.

## 2. Financial Security

a. Developer, in accordance with and pursuant to the terms of this Financial Security Agreement and at its sole cost and expense, shall establish and maintain Financial Security in the nature of a cash escrow to be deposited with the Township under and in accordance with the terms and conditions of this Agreement. (The said cash escrow is defined herein as the "Financial Security.") The Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the terms and conditions of the Development Agreement, and shall further guarantee the performance of the other obligations of Developer under this Agreement and the Development Agreement.

b. The initial amount of the Financial Security shall be Two Million, Three Hundred Seventy-Nine Thousand, Four Hundred Fifty-Five Dollars and Sixty-Seven Cents (USD \$2,379,455.67), which amount is one hundred and ten percent (110%) of the total of (i) the estimated costs of completing the Secured Improvements and (ii) the estimated amounts of other costs, expenses and fees, as such estimated costs and amounts are more fully and further set forth in Exhibit "B" to the Development Agreement and Exhibit "A" attached hereto.

c. The Financial Security shall be held in the taxpayer identification number of Developer.

d. The Financial Security shall be retained by the Township until such time as construction of the Secured Improvements is complete, subject to periodic releases as set forth in Section 4 ("Interim Release of Funds") of this Agreement.

3. Adjustments to Financial Security

a. Developer agrees that the total amount of the Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as permitted by and in accordance with the provisions of §509 of the MPC. Without limiting the generality of the foregoing:

(1) Developer agrees that, if the Secured Improvements, or any part thereof, are not completed to the satisfaction of Township within one (1) year after the date of this Financial Security Agreement and Township has agreed to extend the time for completion beyond the Completion Date as may be necessary for the completion, Developer shall post such additional financial security as directed by Township and in accordance with the provisions of the MPC; and Developer shall continue to provide such additional financial security on each one (1) year anniversary date of this Financial Security Agreement thereafter as so directed by Township, if the Secured Improvements, or any part thereof, are not completed to the satisfaction of Township and Township has agreed to further extend the time for completion beyond the Completion Date, as the same may be previously extended, as such further extension may be necessary for the completion.

(2) Township reserves the right to refuse or limit a request for release of the Financial Security, or to increase or otherwise adjust the amount of the Financial Security on an annual basis, if, in the sole opinion of Township, the balance of the Financial Security is insufficient to complete the Secured Improvements, or to pay any of the other costs, expenses or fees for which the Financial Security has been established, as a result of any foreseeable or unforeseeable events which may arise at any time prior to the completion of the Secured Improvements, including, without limitation, interruptions in construction and inflationary increases in the cost of materials.

b. Notice of any such additional financial security or of any such increase or other adjustment in the amount of the Financial Security, or any part thereof, shall be given in writing by Township to Developer, and Developer shall post the amount of the additional financial security, increase or other adjustment within thirty (30) days of the date of such notice.

c. In the event that Developer fails to fully post the additional Financial Security, increase or other adjustment within the said thirty (30) day period, Township, in addition to such other or further rights and remedies as may be available, shall have the right to (i) withdraw or revoke all building and all other permits previously issued in connection with the Subject Property and/or the Subject Subdivision/Land Development, (ii) refrain from issuing new permits of any kind for the Subject Property and/or the Subject Subdivision/Land Development, and (iii) issue one (1) or more stop, cease and desist orders concerning further work upon construction of the Secured Improvements and/or other Improvements. Upon the issuance and delivery of any such stop, cease and desist order, Developer shall cease all further work on the construction of the Secured Improvements and/or other Improvements described in the order; provided, however, that upon posting of such additional financial security, increase or other adjustment in the Financial Security as required herein, the Township shall withdraw the stop, cease and desist order(s), and



Developer may resume work on the construction of the Secured Improvements and/or other Improvements, and any building and other permits previously revoked or withdrawn shall be reinstated.

d. Any funds posted or provided under this Section 3 as additional financial security or as increases or other adjustments to the Financial Security shall become part of the Financial Security and fully subject to the terms and conditions of this Financial Security Agreement.

#### 4. Interim Releases of Funds

a. As the work of the construction of the Secured Improvements satisfactorily proceeds, Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds to Developer in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Developer of a duly executed Certificate of Completion signed by the Township Engineer and the Chairperson of the Board of Supervisors of the Township. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "B" attached to and made fully part of this Financial Security Agreement.

b. Unless Township expressly and affirmatively directs otherwise in and by the said duly executed Certificate of Completion, in no event shall the balance of the Financial Security be reduced below one hundred ten percent (110%) of the estimated costs of completing the remaining uncompleted Secured Improvements, as such estimated costs of completion shall be determined or approved by the Township Engineer.

#### 5. Default

a. If Township determines that any of the Secured Improvements has not been completed fully in accordance with the terms, conditions, and requirements of the Development Agreement or that Developer is otherwise in default of the Development Agreement (including in the event that Developer becomes insolvent, declares bankruptcy, or ceases work on the Improvements for a period of greater than ninety (90) days without Township approval), after providing Developer with Notice and Opportunity to Cure as set forth in Paragraph 9.a. of the Development Agreement, Township may declare Developer to be in default under this Financial Security Agreement, and Township, in addition to such other or further rights and remedies as may be available, shall have the right to demand and collect payment from the Financial Security of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Financial Security, or any part or lesser amount thereof which Township in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure.

b. The following shall apply to such demand and payment:

(1) Developer hereby authorizes said payment directly and immediately to Township or its order, and no further authorization, consent and/or approval of or by Developer to or of said payment shall be required.

(2) Township may draw amounts from and under the Financial Security prior to the performance of any work by or for Township in order to complete the Secured Improvements in accordance with the Development Agreement or otherwise cure the default, and/or to pay professional services related thereto, based upon (i) reasonable estimates received by Township for the completion and/or (ii) reasonable bills received by Township for the professional services.

(3) Developer agrees that it shall have no right or standing to prevent or delay any such payment to and/or collection by Township.

(4) In the event of a dispute between Developer and Township, Developer nevertheless agrees that the provisions of Paragraph 5.b(1) above shall continue to apply, and that the provisions of Paragraph 5.b(1) shall not be satisfied by Developer's payment into court of the amount demanded by Township but shall be satisfied only by Developer's payment of the demanded amount directly and immediately to Township.

(5) The right of Township to demand payment and collect less than the full undrawn amount of the Financial Security shall not be exhausted by a single exercise thereof, but may be exercised by Township from time to time and at any time without limitation on the number of exercises thereof until the amount of the Financial Security has been fully drawn.

(6) If the reasonable costs, expenses and fees, incurred by Township on account of (i) the foregoing completion of Secured Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by Township from and under the Financial Security, Developer, in addition to such other and further obligations and liabilities imposed upon it under the Development Agreement and otherwise by law, shall be liable to Township for such excess of such reasonable costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to Township immediately upon demand.

## 6. Costs, Expenses and Fees

a. If Developer fails to reimburse Township any reasonable costs, expenses or fees, after depletion of the Security Deposit established by Paragraph 3.a.(3) of the Development Agreement, in accordance with and pursuant to Section 10 of the Development Agreement, after providing Developer with Notice and Opportunity to Cure as set forth in Paragraph 9.a. of the Development Agreement, Developer shall be in default of this Financial Security Agreement, and Township shall be authorized to collect the amount thereof from and under the Financial Security (notwithstanding that the amount of the Financial Security, but for this Subsection a., is not now or hereafter specifically established to guarantee, secure or otherwise cover the payment of such costs, expenses or fees) in same manner and to the same extent as a default made and provided for under Section 5 of this Financial Security Agreement.

b. Developer shall provide additional Financial Security, in a form acceptable to Township and in the amount by which the Financial Security was reduced by any payment made to Township from the Financial Security under provisions of Subsection 6.a above, within fifteen (15) days after written notice of such reduction in the amount of the Financial Security is sent by Township to Developer. Developer shall also provide Township, to Township's satisfaction and within such fifteen (15) day period, written proof of such additional financial security. The failure

of Developer to provide Township, to Township's satisfaction, such additional financial security and written proof thereof within such time shall constitute a default or breach under this Agreement and the Development Agreement, and Developer shall be subject to the provisions governing its default or breach, after provision of Notice and Opportunity to Cure, as set forth in both agreements and/or as otherwise provided by law, including, without limitation, the revocation by Township of all building and other permits issued in connection with the Subject Property and/or the Subject Subdivision/Land Development, the refusal of Township to reinstate any of the same or issue other permits in the future, and/or the issuance by Township of stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until the default or breach is properly and fully cured. The additional financial security shall be and constitute financial security fully subject to the terms and conditions of this Financial Security Agreement.

7. Final Release of Financial Security; Termination of Agreement.

a. After all the Secured Improvements have been completed fully in accordance with the Development Agreement to the satisfaction of the Township, and after all the provisions of the Development Agreement and this Financial Security Agreement have been satisfied fully by Developer (including the payment of all costs, expenses and fees for which Developer is responsible under both said agreements), Township shall authorize the release of the balance of the Financial Security. Such release authorized by Township shall be the final release of funds from the Financial Security, and shall further release Developer from and under the Financial Security and this Financial Security Agreement.

b. At and upon the aforesaid Township authorized release of the balance of the Financial Security, this Financial Security Agreement shall terminate without further action of the parties being required.

8. Validity and Enforceability of Financial Security

a. The Financial Security shall be valid, and shall be maintained by Developer in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Financial Security Agreement.

b. Developer hereby agrees to release to Township any information as may be requested from time to time or at any time by Township concerning the financial affairs of Developer relative to this Financial Security Agreement and the Financial Security.

c. If Township determines that, upon the information provided or not provided pursuant to Subsections 8.b above, the financial security requirements of this Agreement and the Development Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Financial Security under and in accordance with this Agreement and the Development Agreement, Township shall give Developer written notice to provide the required Financial Security within thirty (30) days of the date of the notice. If Developer fails to so provide the Financial Security to Township's reasonable satisfaction within that time, Township, in addition to other and further rights and remedies as may be available, may revoke all permits previously issued in connection with the Subject Property and/or the Subject Subdivision/Land Development, may refuse to issue any new permits, and/or may issue stop, cease and desist orders upon the

construction of the Secured Improvements and/or other Improvements or any part thereof, until the Financial Security is provided to Township's reasonable satisfaction.

9. Township Non-Responsibility

a. Neither this Financial Security Agreement nor the Development Agreement (including any actions taken by Township in or related to the review, consideration and/or approval of the Plans and Subject Subdivision/Land Development) shall impose, or be construed to impose, any liability, responsibility or obligation on Township for the design, layout, construction, installation, maintenance or upkeep of the Secured Improvements and/or other Improvements, or render Township liable for the costs of any work to be performed under or in connection with the Development Agreement or for any other costs to be incurred under or in connection with this Agreement or the Development Agreement, it being expressly understood and agreed that the full responsibility and financial liability for all the foregoing are imposed upon Developer.

10. Financial Institution Non-Responsibility (Omitted as Not Applicable)

11. Charges of Financial Institution (Omitted as Not Applicable)

12. Interest

a. If any interest accrues on account of the Financial Security, such interest shall merge with and become part of the funds represented by the Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Financial Security Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

13. Insolvency of Developer

a. Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Financial Security and all interest of Developer in, to or under this Financial Security Agreement are not and shall not be considered part of the estate of Developer, to the extent permitted by law.

14. Payments, Reductions or Releases of Financial Security

a. It is expressly and specifically understood, covenanted and agreed by Developer that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the Financial Security without the express written consent and instructions of Township, and that the Financial Security shall be maintained at all times during the continuance of this Financial Security Agreement in the amounts required herein, less all sums drawn or released therefrom by Township in accordance with the terms hereof. Any violation of this covenant shall render Developer liable for all damages to Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, reasonable attorney's fees and costs), which

Township is required to pay in order to cure any default or breach by the Developer under the Development Agreement or this Financial Security Agreement because the Financial Security is not maintained and/or funds thereunder are not available or paid upon demand to the Township in order to cure such default or breach.

15. Notices

a. Except as may be otherwise specifically provided in this Agreement:

(1) Any notice, demand or other communication required, authorized or permitted to be given under this Financial Security Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

(2) Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, at the time of deposit in the United States mails.

16. Miscellaneous

a. Waiver. Neither the failure nor any delay on the part of Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against Township unless it is in writing signed by a duly authorized representative of Township.

b. Assignment; Delegation. Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of Township, which shall not be unreasonably withheld, delayed, conditioned or denied. Any such assignment or delegation, without such consent, shall be void.

c. Cumulative Rights and Remedies. Any and all rights, powers, privileges and/or remedies granted or accruing to Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to Township at law or in equity.

d. Headings. The captions or headings preceding the text of the several sections, subsections, paragraphs and other parts of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

e. Severability. If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

f. No Third Party Beneficiaries. This Agreement does not confer any enforceable rights or remedies upon any person other than the signatories hereto. Neither contractors of the Developer, nor Owners of Lots within, or adjoining, the Property shall be considered beneficiaries of this Agreement, and, accordingly, shall have no rights hereunder, including, and without limitation, for the completion or maintenance of any Improvements, or for the use, increase, decrease or modification of any Financial Security for any purposes whatsoever.

g. Binding Effect. Subject to Subsection 16.b above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

h. Entire Agreement; Amendment. This Agreement, together with the exhibits attached hereto and made part hereof and the Development Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

i. Governing Law & Jurisdiction. This Financial Security Agreement shall be governed by, and construed and enforced in accordance, with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws principles. All claims arising from this Financial Security Agreement shall be the exclusive jurisdiction of the Chester County Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

ATTEST:

WESTTOWN TOWNSHIP

\_\_\_\_\_

By:

\_\_\_\_\_  
Thomas A. Foster

Title: Chairman

Date: \_\_\_\_\_

ATTEST:

WESTTOWN SCHOOL, Developer

*Keith D. Dooly*

By:

\_\_\_\_\_  
Chris Benbow

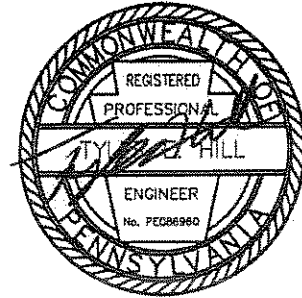
Title: Head of School

Date: 2/23/24

**Exhibit "A"**

**Secured Improvements Cost Estimate**  
(Spread sheet showing details of escrow per paragraph 2(b).)





Westtown School  
Oak Lane Project  
Opinion of Probable Cost for Public Improvements

Item	Description	Quantity	Unit	Unit Price	Total Cost
<b>A.</b>	<b>EARTHWORK &amp; STABILIZATION</b>				
1.	Tree Removal, incl stump removal	21.00	EA	332.81	\$6,989.01
2.	Strip and Stockpile Topsoil	9421	CY	2.31	\$21,762.51
3.	Earth Cut (Bulk)	25948	CY	5.50	\$142,714.00
4.	Earth Fill (Bulk)	25681	CY	5.50	\$141,245.50
5.	Earth Export	267	CY	9.98	\$2,664.66
6.	Topsoil Placement	4619	CY	2.31	\$10,669.89
7.	Inlet Protection	3	EA	300.00	\$900.00
8.	12" Compost Filter Sock	388	LF	8.00	\$3,104.00
9.	18" Compost Filter Sock	1123	LF	13.50	\$15,160.50
10.	24" Compost Filter Sock	1859	LF	18.00	\$33,462.00
11.	Lawn Seeding (Hydro, with fertilizer)	56716.0	SY	1.05	\$59,551.80
12.	Rock Construction Entrance	3.5	EA	3,000.00	\$10,500.00
13.	Slope Matting	14725	SY	6.00	\$88,350.00
14.	Sediment Trap (Temp riser, baffle wall, trash rack)	1	LS	15,000.00	\$15,000.00
15.	Sediment Basin (Skimmer/dewatering facility, trash rack)	1	LS	20,000.00	\$20,000.00
16.	Concrete Washout	1	EA	1,600.00	\$1,600.00
17.	Tree Protection Fence	380	LF	5.50	\$2,090.00
18.	Pumped Water Filter Bag	1	EA	400.00	\$400.00
19.	Erosion Control Maintenance & Removal	1	LS	1,500.00	\$1,500.00
	<b>Subtotal Earthwork &amp; Stabilization</b>				<b>\$577,663.87</b>
<b>B.</b>	<b>PAVING</b>				
1.	Parking Lot Paving (includes wearing course, base course, and stone base)	3744	SY	53.28	\$199,480.32
2.	Pedestrian Path Paving (includes wearing course, base course, and stone base)	1382	SY	47.02	\$64,981.64
3.	Concrete Sidewalks (includes stone base)	15,996	SF	15.77	\$252,256.92
4.	ADA Ramps	8	EA	3,500.00	\$28,000.00
5.	Cobble Curb	1619	LF	32.70	\$52,941.30
6.	Concrete Stairs	42	Riser	423.00	\$17,766.00
7.	4" Line Striping	1602	LF	0.37	\$592.74
8.	24" Line Striping (Crosswalks)	144	LF	3.00	\$432.00
9.	12" Line Striping (Gore Area, Painted Islands)	276	LF	1.50	\$414.00
10.	Painted Stop Bar	75	LF	3.00	\$225.00
11.	Painted Directional Arrows/Handicap Stamp	267	SF	2.10	\$560.70
12.	4" Double Yellow Line	551	LF	0.74	\$407.74
13.	Concrete Wheel Stops	2	EA	135.00	\$270.00
14.	Roadway Restoration	23	SY	55.00	\$1,265.00
	<b>Subtotal Paving</b>				<b>\$619,593.36</b>

<b>C. STORMWATER</b>					
1.	8" SLCPP (incl. fittings and connections)	321	LF	40.00	\$12,840.00
2.	10" SLCPP (incl. fittings and connections)	187	LF	44.00	\$8,228.00
3.	12" SLCPP (incl. fittings and connections)	680	LF	48.00	\$32,640.00
4.	15" SLCPP (incl. fittings and connections)	821	LF	53.00	\$43,513.00
5.	18" SLCPP (incl. fittings and connections)	223	LF	59.25	\$13,212.75
6.	24" SLCPP (incl. fittings and connections)	37	LF	74.51	\$2,756.87
7.	Storm Manhole	3	EA	4,131.00	\$12,393.00
8.	12" NYLOPLAST Yard Drain	8	EA	1,281.00	\$10,248.00
9.	Type 'M' Inlets	2	EA	3,000.00	\$6,000.00
10.	Type 'C' Inlets	7	EA	3,500.00	\$24,500.00
11.	Type 'DW' Endwalls	4	EA	2,844.00	\$11,376.00
12.	Nyloplast Outlet Control Structure (OCS-2 & OCS-3)	2	EA	4,000.00	\$8,000.00
13.	Conc. Outlet Control Structures (OCS-1 & OCS-4)	2	EA	5,000.00	\$10,000.00
14.	Underground Stormwater Systems BMP -2 & 3 (incl. excavation, clean washed stone, distribution piping, non woven geotextile)	2	EA	125,000.00	\$250,000.00
15.	Aboveground System (BMP 1), including excavation, underdrain, amended soils, anti-seep collars seeding/plantings, etc.)	1	LS	75,000.00	\$75,000.00
16.	Aboveground System (BMP 4), including excavation, underdrain, amended soils, anti-seep collars seeding/plantings, etc.)	1	LS	150,000.00	\$150,000.00
17.	Flex-a-Mat Spillway Lining	465	SY	14.00	\$6,510.00
18.	Rip-Rap Apron	4	EA	1,000.00	\$4,000.00
19.	Concrete level spreader	38.5	LF	80.00	\$3,080.00
20.	As-Built Survey	1	EA	15,000.00	\$15,000.00
	<b>Subtotal Stormwater</b>				<b>\$699,297.62</b>
<b>D. GENERAL</b>					
1.	Site Signage (ADA, Traffic Control)	22.00	EA	199.42	\$4,387.24
2.	Site Lighting	13	EA	3,500.00	\$45,500.00
	<b>Subtotal General</b>				<b>\$49,887.24</b>
<b>E. LANDSCAPING</b>					
1.	Compensatory Trees (Canopy)	25	EA	505.96	\$12,649.00
2.	Compensatory Trees (Evergreen)	82	EA	417.00	\$34,194.00
3.	BMP Trees	34	EA	606.04	\$20,605.36
4.	BMP Shrubs	344	EA	75.00	\$25,800.00
5.	Perimeter Trees (Canopy)	15	EA	505.96	\$7,589.40
6.	Perimeter Trees (Flowering)	10	EA	550.44	\$5,504.40
7.	Perimeter Trees (Evergreen)	12	EA	417.00	\$5,004.00
8.	Parking Lot Trees	9	EA	505.96	\$4,553.64
9.	Parking Lot Shrubs	90	EA	75.00	\$6,750.00
	<b>Subtotal Landscaping</b>				<b>\$122,649.80</b>

**EXHIBIT "B"**

**CERTIFICATE OF COMPLETION AND  
AUTHORIZATION OF REDUCTION AND RELEASE  
NO. \_\_\_\_\_**

**WE, THE UNDERSIGNED, HEREBY:**

**A. CERTIFY** that the work and improvements, described hereinbelow, completion of which is provided under and by that certain Development Agreement between Westtown Township, Chester County ("Township") and \_\_\_\_\_, ("Developer"), dated \_\_\_\_\_, 202\_\_, concerning the construction, installation and completion of improvements in the \_\_\_\_\_ Subdivision and Land Development, **HAVE BEEN COMPLETED TO THE EXTENT OF THE AMOUNT INDICATED IN ITEM I BELOW;** and

**B. AUTHORIZE** \_\_\_\_\_, pursuant to the Development Agreement and related Financial Security Agreement of the same date, **TO REDUCE** the Financial Security, in the nature of a cash escrow provided and held by the Township to guaranty, among other things, the completion of said work and improvements, **TO THE EXTENT OF THE AMOUNT INDICATED IN ITEM III BELOW,** and **TO RELEASE SAID AMOUNT OF REDUCTION FROM AND UNDER THE TERMS AND CONDITIONS OF THE ESCROW ACCOUNT.**

**THE REDUCTION AND RELEASE** of the amount of the Financial Security hereby authorized shall not be construed, in any manner or extent, as an acceptance by Township of the work and improvements described hereinbelow (or of any other work performed or any improvements installed or constructed), nor shall this Certificate and Authorization constitute any waiver by Township of its rights to inspect and approve the work and improvements described hereinbelow (or any other work performed and improvements installed and constructed). Township hereby reserves the right to re-inspect the work and improvements (as well as any other work and improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and improvements not accepted and approved by Township.

**THE FOLLOWING WORK AND** Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**THE REDUCTION AND RELEASE** of the financial security authorized by this Certificate and Authorization have been determined as follows:

**I. COST OF COMPLETED WORK AND Improvements**      \$ \_\_\_\_\_  
**II. *less* AMOUNT OF RETAINAGE (10%)**                      \$ \_\_\_\_\_  
**III. AMOUNT OF REDUCTION AND RELEASE**                      \$ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Township Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson,  
Westtown Township  
Board of Supervisors

## RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Westtown  
(TOWNSHIP) (BOROUGH) (CITY), Chester COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** Mr. Robert Burdett has proposed the development of a parcel of land identified as  
land developer

Burdett - 203 Cheyney, and described in the attached Sewage Facilities Planning Module, and  
name of subdivision

proposes that such subdivision be served by: (check all that apply),  sewer tap-ins,  sewer extension,  new treatment facility,  individual onlot systems,  community onlot systems,  spray irrigation,  retaining tanks,  other, (please specify). \_\_\_\_\_

**WHEREAS**, Westtown Township finds that the subdivision described in the attached  
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of Westtown hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I \_\_\_\_\_, Secretary, \_\_\_\_\_  
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # \_\_\_\_\_, adopted, \_\_\_\_\_, 20\_\_\_\_\_.

Municipal Address:

Westtown Township  
1039 Wilmington Pike  
West Chester, PA 19382  
Telephone (610) 692-1930

*Seal of*  
*Governing Body*

# Check Register

Westtown Township

01-Mar-24

From: 21-Feb-24 To: 04-Mar-24

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
<b>Bank Account: 1 General Fund - Univest</b>					
17899	2/21/2024	174	American Rock Salt Company	\$11,136.48	O
17900	2/21/2024	1201	Charles A. Higgins & Sons, Inc	\$195.00	O
17901	2/21/2024	543	Chester County Treasurer	\$1,050.81	O
17902	2/21/2024	543	Chester County Treasurer	\$905.91	O
17903	2/21/2024	253	GERALD R DINUNZIO	\$103.00	O
17904	2/21/2024	1000061	Jonathan Altshul	\$120.00	O
17905	2/21/2024	173	KNOX EQUIPMENT RENTAL	\$93.50	O
17906	2/21/2024	7295	Mila Carter	\$42.39	O
17907	2/21/2024	15	Office Basics, Inc.	\$290.40	O
17908	2/21/2024	153	Rothwell Document Solutions	\$1,143.32	O
17909	2/26/2024	765	CCSIGA/P.Coleman, Treasure	\$55.00	O
17910	2/26/2024	225	DELCHESTER PUBLIC WOR	\$220.00	O
17911	2/26/2024	253	GERALD R DINUNZIO	\$78.00	O
17912	2/26/2024	1000061	Jonathan Altshul	\$137.80	O
17913	2/26/2024	1123	New Enterprise Stone & Lime	\$362.08	O
17914	2/26/2024	885	Ronald M. Agulnick, Attorney	\$1,750.00	O
17915	2/26/2024	231	USPS - WESTTOWN POSTM	\$342.00	O
17916	2/26/2024	156	West Chester Borough	\$57,847.50	O
17917	2/26/2024	7	Westtown-East Goshen PD	\$374,878.30	O
17918	2/26/2024	1199	Witmer Associates, Inc	\$242.15	O
17923	2/28/2024	5428	Dept of the Auditor General	\$1,324.72	O
<b>Bank Total:</b>				<b>\$452,318.36</b>	
<b>Bank Account: 8 Enterprise Fund - Univest</b>					
1620	2/21/2024	6468	Carroll Engineering Corp	\$15,389.25	O
1621	2/21/2024	406080	Evoqua Water Technologies L	\$7,232.40	O
1622	2/21/2024	1196	McGovern Environmental, LLC	\$2,040.48	O
1623	2/21/2024	1164	Univar Solutions USA, Inc.	\$4,475.84	O
1624	2/21/2024	1000102	WordTech Inc	\$423.96	O
1625	2/21/2024	910	Zeager Bros., Inc.	\$2,021.00	O
1626	2/26/2024	39	Grainger	\$550.61	O
1627	2/26/2024	624	Heidelberg Materials Northeas	\$485.75	O
1628	2/26/2024	5666	M&B Environmental, Inc.	\$3,494.28	O
1629	2/26/2024	1196	McGovern Environmental, LLC	\$1,985.54	O
1630	2/26/2024	1196	McGovern Environmental, LLC	\$2,040.48	O
1631	2/26/2024	1196	McGovern Environmental, LLC	\$2,040.48	O
1632	2/26/2024	1196	McGovern Environmental, LLC	\$2,040.48	O
1633	2/26/2024	357	W. G. Malden	\$2,072.60	O
1634	2/26/2024	61	West Goshen Township (WW)	\$71,017.71	O

---

**Check Register****Westtown Township**

01-Mar-24

From: 21-Feb-24 To: 04-Mar-24

---

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
			<b>Bank Total:</b>	<b>\$117,310.86</b>	
<b>Bank Account: 18 Capital Project Fund Uninvest</b>					
1355	2/21/2024	406052	Pennoni	\$7,323.75	O
			<b>Bank Total:</b>	<b>\$7,323.75</b>	
			<b>Total Of Checks:</b>	<b>\$576,952.97</b>	