

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors Regular Meeting

Monday, March 18, 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 18, 2024
- III. Approval of Board of Supervisors Meeting Minutes – March 4, 2024
- IV. Departmental Reports
 - A. Westtown-East Goshen Police Department – Chief Bernot
 - B. Fire Marshal – Gerry DiNunzio
 - C. Finance Department – Cindi King
 - D. Planning Commission – Kevin Flynn
- V. Public Comment (Non-Agenda Items)
- VI. Old Business - None
- VII. New Business
 - A. Appoint Liudmila “Mila” Carter as Interim Township Manager and Interim Township Secretary
 - B. Appoint Pam Packard as Interim Right-to-Know Officer
 - C. Consider Second Amendment to Agreement of Sale between Westtown Township and Crebilly Farm Family Associates
 - D. Public Hearing to Consider Adoption of Ordinance 2024-03 Amending Chapter 87 (Fire Prevention) of the Westtown Township Code to Permit Fire Companies to Recover Costs
 - E. Public Hearing to Consider Adoption of Ordinance 2024-04 Amending the Township’s Non-Uniform Pension Plan
 - F. Consider Resolution 2024-07 Supporting Efforts to be Recognized as a Bird Town Pennsylvania Community
 - G. Consider Cedarville Engineering’s Professional Services Proposal for 2024 Road Program Proposal
 - H. Consider COSTARS Proposal from Snyder Environmental Services for Sliplining Londonderry Drive and Wickerton Drive Sanitary Sewer Lines for \$304,893
 - I. Consider COSTARS Replacement Copier Proposal from Rothwell Document Solutions
 - J. Consider Payment Application #11 from MECO Constructors, Inc for \$340,987.33
- VIII. Announcements
 - A. The Township is Seeking Applications for the Parks & Recreation Commission
 - B. 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
Monday, March 4, 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, Public Works Director Mark Gross, Township Solicitor Patrick McKenna, Planning Commissioner Russ Hatton, EAC member Meghan Hanney and Historical Commissioner Patrick McDonough. Approximately eight guests were also present, including five 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, March 4, 2024

Mr. Foster reported that the Board met in Workshop prior to tonight's meeting to discuss the EAC's 2024 priorities, a draft ordinance to amend the Township's Non-Uniformed Pension Plan, and the Township's 2024 road program, and to accept public comment.

Mr. Foster also reported that the Board met in Executive Session prior to Workshop to discuss personnel matters, real estate and legal matters with the Township Solicitor. The Board also met after the February 20 regular meeting and again on February 26 to discuss a real estate matter.

III. Approval of Meeting Minutes from February 20, 2024

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

IV. Departmental Reports

A. Public Works Department – Mark Gross

Mr. Gross reported on a number of Public Works activities in February, including tree work, stormwater inlet repair, replacement of the fire alarm in the Township building, power washing of five pump stations, and replacement of wood mulch bio-filters in the sanitary sewer system. He also reported that in March the department intends to wash many of the street signs throughout the Township and mow the Tyson bioswale and Sage Road basin. He also reported that East Side Little League would be replacing its storage shed this month.

Mr. Foster asked about the timeline for when the tennis and pickleball courts would be ready for use, to which Mr. Gross responded that he expected the project to be complete by early summer. Mr. Foster also asked whether Mr. Gross had heard anything about the Aqua water main replacement project in Plumly Farms, to which Mr. Gross responded that he had not and that in general, Aqua is pulling back on some its more

ambitious replacement projects, but that he still expects the main replacement project along S. Concord Road to occur in the spring and summer.

B. Planning Commission – Russ Hatton

Mr. Hatton reported that the Commission was somewhat unclear on the feedback that it had received from the Board in Workshop on February 20. He added that the Commission was gathering information on the Pennsylvania Environmental Rights Amendment and the promotion of affordable housing. He added that at its next meeting on Wednesday night that the Commission would be discussing additional recommendations from the 2019 Comprehensive Plan that could be implemented and possible amendments to the Flexible Development Ordinance. To the extent that the Planning Commission is able to set up a meeting with Westminster Presbyterian Church to discuss its affordable housing plans, Mr. Foster offered to attend any such future meeting.

Mr. Pomerantz stated that he was impressed by the Commission's Annual Report, but that moving forward it should identify the things that the Commission did that worked well and those that didn't. He added that the report read too much like a laundry list.

Mr. Yost stated that he thought the priorities that the Commission identified were fine, but that affordable housing and the PA Environmental Rights Amendment should not be at the top of that list of priorities.

C. Historical Commission – Patrick McDonough

Mr. McDonough highlighted a number of initiatives that the Historical Commission has been working on, including a review of the draft historical ordinance with Patrick McKenna, developing design guidelines, developing guidelines for historical markers, and rolling out a robust lecture series. He observed that he planned to give a talk about the Water Tower at this year's Westtown Day.

Mr. Foster observed that one important issue that the Commission needed to reconcile with Mr. McKenna is around the Township's 15-day statutory deadline for processing residential building permits with the draft ordinance.

Mr. Pomerantz observed that he doesn't believe that the Historical Commission should be beholden to erecting one historical marker per year. Rather, he suggested identifying a few markers of general importance and focusing on those, regardless of a timeline.

D. Township Solicitor – Patrick McKenna

Mr. McKenna highlighted a number of issues that he's working with the Township on, including possible code enforcement issues with the Jefferson Apartments, the fire company cost recovery ordinance, a complaint by the Sentyz family, the Stokes Estate Conditional Use appeal from Fox Clearing LLC, a professional services agreement with Mr. Altshul, and an amended financial security agreement with the Westtown School.

E. Township Manager – Jonathan Altshul

Mr. Altshul observed that this would be his last public meeting as Manager and thanked the elected officials past and present that he's worked with, his amazing staff, the dedicated Commissioners, and all the residents he'd worked with.

Mr. Foster, Mr. Pomerantz and Mr. Yost all thanked Mr. Altshul for his service to Westtown. Various meeting attendees, including Planning Commissioner Jack Embick, EAC member Meghan Hanney, and Historical Commissioner Patrick McDonough also thanked Jon.

Bill McElhill, 1543 Carmac, asked whether the public would be involved in the selection of a new Manager, to which Mr. Foster indicated that the interview panels would consist of elected officials and staff, but not Township residents.

V. Public Comment (Non-Agenda Items)

None.

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

Mr. Yost made a motion to authorize a 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. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

B. Authorize Public Hearing on March 18 to Consider Adoption of Ordinance 2024-04 Amending the Non-Uniform Pension Plan

Mr. Yost made a motion to authorize a public hearing on March 18 to consider adoption of Ordinance 2024-04 amending the non-uniform pension plan. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

C. Consider Professional Services Agreement with Jonathan Altshul

Mr. Yost made a motion to approve the professional services agreement with Jonathan Altshul. Mr. Pomerantz seconded.

Mr. McElhill raised concerns about Mr. Altshul's administration of the Township's trash contract in light of recent missed pick-ups by the trash hauler, and expressed opposition to the agreement.

Mr. Pomerantz stated that it's important that the Township have continuity during the transition period.

There were no further comments, and the motion passed 3-0.

D. Consider Amendment to Construction Management Contract with Pennoni for Oakbourne Park Project

Mr. Yost made a motion to approve Pennoni's request for a \$33,240 increase to its construction management contract for Oakbourne Park. Mr. Pomerantz seconded. Mr. Foster asked how likely it would be that Pennoni would not need an additional extension. Mr. Altshul observed that the original construction management contract anticipated that the project would be complete in 6 months, but that delays due to the utility relocations, which were outside of the contractor and Pennoni's control, caused the work to get pushed back. He added that no additional change orders are anticipated and that the work should be completed by or before July 4. Mr. Gross added that delays in receiving the bathroom facility from the vendor also contributed to the delay.

Mr. McDonough suggested that the motion be amended to clarify that no future increases to the contract would be permitted. Mr. Altshul stated that that was certainly an option, but that the Board could simply override itself in the future, so such a motion wouldn't have "teeth".

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

E. Consider Agreement with Cedarville Engineering for Bid Administration and Construction Management for Thorne Drive Basin Retrofit Project for \$31,600

Mr. Yost made a motion to approve the agreement with Cedarville Engineering for bid administration and construction management for the Thorne Drive Basin Retrofit Project for \$31,600. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

F. Consider Amended Financial Security Agreement for Westtown School Oak Lane Project

Mr. Yost made a motion to approve the amended Financial Security Agreement for the Westtown School Oak Lane Project. Mr. Pomerantz seconded. Mr. Pomerantz asked Mr. Altshul to explain what a financial security agreement is and why it is being amended. Mr. Altshul explained that Westtown School was putting up cash escrow to secure the planned improvements, rather than a letter of credit from a bank. There was no further public comment, and the motion passed 3-0.

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

Mr. Yost made a motion to approve Resolution 2024-06 amending Westtown's Official Sewage Facilities Plan to permit a small flow treatment plant at 203 Cheyney Drive. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

H. Consider Appointment to the Historical Commission

Mr. Yost made a motion to appoint Steve MacCarthy to the Historical Commission for a three-year unexpired term ending December 31, 2026. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

I. Consider Appointment to the Environmental Advisory Council

Mr. Yost made a motion to appoint Mike Gioia to the EAC for a three-year term ending December 31, 2026. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

VIII. Announcements

Mr. Foster made the following announcements:

VIII. Announcements

- A. **The Township is Seeking Applications for the Township's Parks & Recreation Commission** – Please submit a resume or brief statement of interest to the Township Manager if you are interested in volunteering.
- B. **CRC Streams Cleanup – 9 to 11:30 AM, Saturday March 16 at Various Locations** – Please visit crcwatershed.org to register and see a complete list of locations.
- C. **Egg Hike – Saturday, March 23, 10AM to Noon, Oakbourne Park** – Registration is required and participation is limited to Westtown residents only. The Township is also seeking volunteers to work the treat stations along the trail. Please email parkrec@westtown.org for details.

Mr. Altshul added that one of the Judges of Elections in Westtown was encouraging residents to volunteer to serve as poll workers for the primary election on April 23 and the general election on November 5. He directed interested residents to either the Township's website or the Chester County Voter Services website for more information.

IX. Public Comment (All Topics)

None

X. Payment of Bills

Mr. Yost made a motion to approve the General Fund bills for \$452,318.36, Enterprise Fund bills for \$117,310.86, and Capital Project Fund bills for \$7,323.75, for a grand total of \$576,952.97. 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 8:33PM.

Respectfully submitted,
Jonathan Altshul
Township Manager

DRAFT



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March 4, 2024

Westtown Township incident report for February 2024

For February, there were 83 calls for service in Westtown (Fire and EMS). Forty-six incidents were in the West Chester Fire Department district and 37 in the Goshen Fire Company district. Year to date, there have been 187 calls for service.

The peak time for incidents in January was between 8 am and 2 pm.

The West Chester Fire Department responded to 12 calls for service, and the Goshen Fire Company responded to four calls for service. The Goshen Fire Company responded to an incident on E Street Road where they were encountered with extreme hoarding conditions and the fire department responded to assist the EMS crew with removing the patient from the home and into the ambulance.

The remaining 67 calls for service were medical responses handled by Good Fellowship EMS and Goshen Fire Company EMS.

I responded to one burning complaint on Manley Road. I continue to work with Mila on a couple of land development projects.

On February 27th I participated in EMC Municipal Communications Drill where the County tested their messaging system, WebEOC, and radio system. All the Westtown contact information is current as is our access to the County's WebEOC system. I also recertified my International Association of Arson Investigators Investigation Technician status.

Respectfully submitted,

Gerald R. DiNunzio, Jr
Fire Marshal
Emergency Management Coordinator

**WESTTOWN TOWNSHIP
TREASURER'S REPORT
FEBRUARY 2024**

ACCT#	DESCRIPTION	2/1/2024 BALANCE	FEBRUARY RECEIPTS	FEBRUARY EXPENDITURES	2/29/2024 BALANCE
GENERAL FUND		\$6,588,770.66	\$1,452,893.73	-\$1,139,187.44	\$6,902,476.95
01-100-001	Key Bank General Fund	\$350,929.54	\$133,929.13	\$0.00	\$484,858.67
01-100-015	Univest General Fund	\$285,196.07	\$1,151,105.52	(\$850,896.88)	\$585,404.71
01-100-100	PLGIT P-Card Prime	\$237,878.53	\$493.24	(\$144,000.00)	\$94,371.77
01-100-110	PLGIT P-Card Class	\$333.81	\$144,020.67	(\$144,191.69)	\$162.79
01-106-000	PLGIT Prime	\$3,483,276.08	\$15,093.35	\$0.00	\$3,498,369.43
01-106-100	PLGIT Class	\$571.31	\$2.32	\$0.00	\$573.63
01-106-115	Univest GF Savings	\$1,005,099.29	\$4,390.18	\$0.00	\$1,009,489.47
01-107-000	KBCM Investments	\$1,225,037.50	\$3,859.32	\$0.00	\$1,228,896.82
01-110-000	Petty Cash	\$448.53	\$0.00	(\$98.87)	\$349.66
OPEN SPACE FUND		\$38,219.84	\$29,661.86	\$0.00	\$67,881.70
04-106-000	Open Space - PLGIT Prime	\$18,684.23	\$80.96	\$0.00	\$18,765.19
04-106-100	Open Space - PLGIT Class	\$19,535.61	\$29,580.90	\$0.00	\$49,116.51
SEWER FUND		\$3,351,663.28	\$1,734,440.75	-\$1,660,551.96	\$3,425,552.07
08-100-000	Key Enterprise Fund Checking	\$626,974.70	\$0.00	(\$626,974.70)	\$0.00
08-100-002	Key Prepaid UB Cash	\$345.28	\$0.00	(\$345.28)	\$0.00
08-100-015	Univest Enterprise Checking	\$660,784.48	\$961,200.45	(\$1,033,221.98)	\$588,762.95
08-100-115	Univest Prepaid UB Cash	\$9,745.19	\$10,208.43	\$0.00	\$19,953.62
08-106-000	PLGIT Prime	\$2,053,813.63	\$8,899.36	\$0.00	\$2,062,712.99
08-106-015	Univest WW MM	\$0.00	\$754,132.51	(\$10.00)	\$754,122.51
REFUSE FUND		\$838,597.58	\$1,057,153.78	-\$1,033,579.62	\$862,171.74
09-100-000	Key CASH - REFUSE FUND	\$389,980.30	\$0.00	(\$389,980.30)	\$0.00
09-100-015	Univest CASH - REFUSE FUND	\$448,617.28	\$557,153.78	(\$643,599.32)	\$362,171.74
09-106-015	Univest Refuse MM	\$0.00	\$500,000.00	\$0.00	\$500,000.00
OBP BOND PROCEED FUND		\$1,100.01	\$518.50	-\$1,616.60	\$1.91
15-106-000	OBP Bond - PLGIT Prime	\$516.59	\$0.93	(\$516.59)	\$0.93
15-106-100	OBP Bond - PLGIT Class	\$583.42	\$517.57	(\$1,100.01)	\$0.98
CAPITAL PROJECT FUNDS		\$656,211.40	\$8,917.62	-\$54,631.85	\$610,497.17
18-100-015	Univest Capital Projects Checking	\$5,647.92	\$8,158.23	(\$7,323.75)	\$6,482.40
18-100-105	Univest CP Oakbourne Park Master	\$33,058.52	\$0.00	(\$7,408.75)	\$25,649.77
18-100-115	Univest CP Special Projects	\$53,790.90	\$0.00	\$0.00	\$53,790.90
18-100-125	Univest Thorne Drive Basin	\$71,803.84	\$0.00	(\$5,695.00)	\$66,108.84
18-100-205	Univest Credit Card Rewards	\$151,213.79	\$0.00	\$0.00	\$151,213.79
18-100-805	Univest CP Sewer	\$340,696.43	\$759.39	(\$34,204.35)	\$307,251.47
ARPA FUND		\$1,227,975.66	\$501,736.47	-\$787,742.66	\$941,969.47
19-100-000	ARPA FUND - PLGIT PRIME	\$1,227,975.66	\$209,348.00	(\$495,979.50)	\$941,344.16
19-100-100	ARPA FUND - PLGIT CLASS	\$0.00	\$292,388.47	(\$291,763.16)	\$625.31
DEBT SERVICE FUNDS		\$816,493.50	\$114,268.46	\$0.00	\$930,761.96
23-100-105	Univest 2022 DS (Oakbourne Park)	\$213,258.52	\$22,498.60	\$0.00	\$235,757.12
23-100-805	Univest 2021 DS (05/12)	\$197,717.03	\$24,500.00	\$0.00	\$222,217.03
23-100-815	Univest 2021 DS (SE06)	\$405,517.95	\$67,269.86	\$0.00	\$472,787.81
CAPITAL RESERVE FUNDS		\$6,619,889.95	\$73,869.26	\$0.00	\$6,693,759.21
30-122-000	GF Univest MM Capital Rsv (U)	\$3,030,933.51	\$28,193.59	\$0.00	\$3,059,127.10
30-122-001	GF Univest MM Capital Rsv (D)	\$2,069,351.38	\$8,963.49	\$0.00	\$2,078,314.87
30-122-200	WW Univest MM Capital Rsv (D)	\$1,519,605.06	\$36,712.18	\$0.00	\$1,556,317.24
LIQUID FUEL FUNDS		\$4,481.87	\$1.43	\$0.00	\$4,483.30
35-100-000	Liquid Fuels Checking Account	\$0.00	\$0.00	\$0.00	\$0.00
35-100-002	Liquid Fuels Money Market	\$4,481.87	\$1.43	\$0.00	\$4,483.30

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**WESTTOWN TOWNSHIP
TREASURER'S REPORT
FEBRUARY 2024**

<u>ACCT#</u>	<u>DESCRIPTION</u>	<u>2/1/2024 BALANCE</u>	<u>FEBRUARY RECEIPTS</u>	<u>FEBRUARY EXPENDITURES</u>	<u>2/29/2024 BALANCE</u>
BILLBOARD ESCROW FUND		\$46,253.66	\$2,409,044.14	-\$28,713.27	\$2,426,584.53
40-100-015	Univest Landscapes Escrow	\$0.00	\$23,441.46	\$0.00	\$23,441.46
40-100-025	Univest Flintlock (Rustin Res)Escro	\$0.00	\$5,323.67	\$0.00	\$5,323.67
40-100-035	Univest 1594 W Chester Realty Esc	\$17,541.97	\$31.68	\$0.00	\$17,573.65
40-100-045	Univest WT School -Athletic Fld Es	\$0.00	\$2,380,245.75	\$0.00	\$2,380,245.75
40-100-102	Key Billboard Landscapes Escrow	\$23,397.92	\$1.28	(\$23,399.20)	\$0.00
40-100-115	Key FLINTLOCK (Rustin Res.) Esc	\$5,313.77	\$0.30	(\$5,314.07)	\$0.00
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GRAND TOTAL - ALL FUNDS		\$20,189,657.41	\$7,382,506.00	(\$4,706,023.40)	\$22,866,140.01
	Key Bank Totals	\$2,626,460.88	\$137,791.46	(\$1,046,013.55)	\$1,718,238.79
	PLGIT Totals	\$7,043,168.87	\$700,425.77	(\$1,077,550.95)	\$6,666,043.69
	Univest Totals	\$10,519,579.13	\$6,544,288.77	(\$2,582,360.03)	\$14,481,507.87
	Petty Cash	\$448.53	\$0.00	(\$98.87)	\$349.66

**WESTTOWN TOWNSHIP
TREASURER'S REPORT
JANUARY 2024
(Revised 2/29/2024)**

ACCT#	DESCRIPTION	1/1/2024 BALANCE	JANUARY RECEIPTS	JANUARY EXPENDITURES	1/31/2024 BALANCE
GENERAL FUND		<u>\$7,490,249.43</u>	<u>\$3,892,886.13</u>	<u>-\$4,794,364.90</u>	<u>\$6,588,770.66</u>
01-100-001	Key Bank General Fund	\$345,933.39	\$1,398,842.65	(\$1,393,846.50)	\$350,929.54
01-100-015	Univest General Fund	\$2,053,091.88	\$798,923.16	(\$2,566,818.97)	\$285,196.07
01-100-100	PLGIT P-Card Prime	\$403,205.22	\$1,134.29	(\$166,460.98)	\$237,878.53
01-100-110	PLGIT P-Card Class	\$261.89	\$166,532.90	(\$166,460.98)	\$333.81
01-106-000	PLGIT Prime	\$3,467,034.70	\$16,241.38	\$0.00	\$3,483,276.08
01-106-100	PLGIT Class	\$568.82	\$2.49	\$0.00	\$571.31
01-106-115	Univest GF Savings	\$0.00	\$1,505,109.29	(\$500,010.00)	\$1,005,099.29
01-107-000	KBCM Investments	\$1,219,725.00	\$6,079.97	(\$767.47)	\$1,225,037.50
01-110-000	Petty Cash	\$428.53	\$20.00	\$0.00	\$448.53
OPEN SPACE FUND		<u>\$25,767.17</u>	<u>\$12,452.67</u>	<u>\$0.00</u>	<u>\$38,219.84</u>
04-106-000	Open Space - PLGIT Prime	\$18,597.11	\$87.12	\$0.00	\$18,684.23
04-106-100	Open Space - PLGIT Class	\$7,170.06	\$12,365.55	\$0.00	\$19,535.61
SEWER FUND		<u>\$3,062,716.49</u>	<u>\$621,404.32</u>	<u>-\$332,457.53</u>	<u>\$3,351,663.28</u>
08-100-000	Key Enterprise Fund Checking	\$546,099.96	\$80,874.74	\$0.00	\$626,974.70
08-100-002	Key Prepaid UB Cash	\$345.28	\$0.00	\$0.00	\$345.28
08-100-015	Univest Enterprise Checking	\$472,033.88	\$521,208.13	(\$332,457.53)	\$660,784.48
08-100-115	Univest Prepaid UB Cash	\$0.00	\$9,745.19	\$0.00	\$9,745.19
08-106-000	PLGIT Prime	\$2,044,237.37	\$9,576.26	\$0.00	\$2,053,813.63
REFUSE FUND		<u>\$699,076.58</u>	<u>\$147,494.07</u>	<u>-\$7,973.07</u>	<u>\$838,597.58</u>
09-100-000	Key CASH - REFUSE FUND	\$389,980.30	\$0.00	\$0.00	\$389,980.30
09-100-015	Univest CASH - REFUSE FUND	\$309,096.28	\$147,494.07	(\$7,973.07)	\$448,617.28
OBP BOND PROCEED FUND		<u>\$1,095.22</u>	<u>\$4.79</u>	<u>\$0.00</u>	<u>\$1,100.01</u>
15-106-000	OBP Bond - PLGIT Prime	\$514.26	\$2.33	\$0.00	\$516.59
15-106-100	OBP Bond - PLGIT Class	\$580.96	\$2.46	\$0.00	\$583.42
CAPITAL PROJECT FUNDS		<u>\$662,981.06</u>	<u>\$672,808.82</u>	<u>-\$679,578.48</u>	<u>\$656,211.40</u>
18-100-010	Key Capital Project Checking	\$4,990.64	\$0.00	(\$4,990.64)	\$0.00
18-100-015	Univest Capital Projects Checking	\$0.00	\$13,988.42	(\$8,340.50)	\$5,647.92
18-100-100	Key CIP - Sewer	\$339,880.87	\$7.45	(\$339,888.32)	\$0.00
18-100-105	Univest CP Oakbourne Park Master	\$0.00	\$39,051.02	(\$5,992.50)	\$33,058.52
18-100-115	Univest CP Special Projects	\$0.00	\$53,790.90	\$0.00	\$53,790.90
18-100-125	Univest Thorne Drive Basin	\$0.00	\$74,053.84	(\$2,250.00)	\$71,803.84
18-100-205	Univest Credit Card Rewards	\$0.00	\$151,213.79	\$0.00	\$151,213.79
18-100-300	Key CP Oakbourne Park Master Plk	\$39,051.02	\$6.97	(\$39,057.99)	\$0.00
18-100-600	Key CP - Special Projects	\$53,790.90	\$0.00	(\$53,790.90)	\$0.00
18-100-625	Key CP - Thorne Drive Basin	\$74,053.84	\$0.00	(\$74,053.84)	\$0.00
18-100-700	Key Credit Card Rewards	\$151,213.79	\$0.00	(\$151,213.79)	\$0.00
18-100-805	Univest CP Sewer	\$0.00	\$340,696.43	\$0.00	\$340,696.43
ARPA FUND		<u>\$1,222,250.01</u>	<u>\$5,725.65</u>	<u>\$0.00</u>	<u>\$1,227,975.66</u>
19-100-000	ARPA FUND - PLGIT	\$1,222,250.01	\$5,725.65	\$0.00	\$1,227,975.66
DEBT SERVICE FUNDS		<u>\$702,332.21</u>	<u>\$816,517.10</u>	<u>-\$702,355.81</u>	<u>\$816,493.50</u>
23-100-100	Key 2021 DS (WEGO 2012)	\$16,870.23	\$0.00	(\$16,870.23)	\$0.00
23-100-105	Univest 2022 DS (Oakbourne Park)	\$0.00	\$213,271.52	(\$13.00)	\$213,258.52
23-100-150	Key 2022 DS (Oakbourne Park)	\$173,911.75	\$4.99	(\$173,916.74)	\$0.00
23-100-200	Key 2021 DS (Sewer 05/12)	\$173,217.03	\$1.90	(\$173,218.93)	\$0.00
23-100-300	Key 2021 DS (SE06/11)	\$338,333.20	\$3.71	(\$338,336.91)	\$0.00
23-100-805	Univest 2021 DS (05/12)	\$0.00	\$197,717.03	\$0.00	\$197,717.03
23-100-815	Univest 2021 DS (SE06)	\$0.00	\$405,517.95	\$0.00	\$405,517.95
CAPITAL RESERVE FUNDS		<u>\$6,544,295.35</u>	<u>\$75,594.60</u>	<u>\$0.00</u>	<u>\$6,619,889.95</u>
30-122-000	GF Univest MM Capital Rsv (U)	\$3,001,925.69	\$29,007.82	\$0.00	\$3,030,933.51
30-122-001	GF Univest MM Capital Rsv (D)	\$2,059,787.63	\$9,563.75	\$0.00	\$2,069,351.38
30-122-200	WW Univest MM Capital Rsv (D)	\$1,482,582.03	\$37,023.03	\$0.00	\$1,519,605.06

cont'd on back ----->

**WESTTOWN TOWNSHIP
TREASURER'S REPORT
JANUARY 2024
(Revised 2/29/2024)**

<u>ACCT#</u>	<u>DESCRIPTION</u>	<u>1/1/2024 BALANCE</u>	<u>JANUARY RECEIPTS</u>	<u>JANUARY EXPENDITURES</u>	<u>1/31/2024 BALANCE</u>
<u>LIQUID FUEL FUNDS</u>		<u>\$4,480.35</u>	<u>\$1.52</u>	<u>\$0.00</u>	<u>\$4,481.87</u>
35-100-000	Liquid Fuels Checking Account	\$0.00	\$0.00	\$0.00	\$0.00
35-100-002	Liquid Fuels Money Market	\$4,480.35	\$1.52	\$0.00	\$4,481.87
<u>BILLBOARD ESCROW FUND</u>		<u>\$46,199.45</u>	<u>\$54.21</u>	<u>\$0.00</u>	<u>\$46,253.66</u>
40-100-035	Univest 1594 W Chester Realty Esc	\$17,497.51	\$44.46	\$0.00	\$17,541.97
40-100-102	Key Billboard Landscapes Escrow	\$23,389.97	\$7.95	\$0.00	\$23,397.92
40-100-115	Key FLINTLOCK (Rustin Res.) Escr	\$5,311.97	\$1.80	\$0.00	\$5,313.77
<u>GRAND TOTAL - ALL FUNDS</u>		<u>\$20,461,443.32</u>	<u>\$6,244,943.88</u>	<u>(\$6,516,729.79)</u>	<u>\$20,189,657.41</u>
	Key Bank Totals	\$3,900,579.49	\$1,485,833.65	(\$2,759,952.26)	\$2,626,460.88
	PLGIT Totals	\$7,164,420.40	\$211,670.43	(\$332,921.96)	\$7,043,168.87
	Univest Totals	\$9,396,014.90	\$4,547,419.80	(\$3,423,855.57)	\$10,519,579.13
	Petty Cash	\$428.53	\$20.00	\$0.00	\$448.53

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

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

Present

Commissioners – Russ Hatton (RH), Jack Embick (JE), Jim Lees (JL), Tom Sennett (TS) and Joseph Frisco (JF) were present. Brian Knaub (BK) and Kevin Flynn (KF) were 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 (TS/JL) 5-0

Mr. Sennett made a motion to adopt the agenda. Mr. Lees seconded. Mr. Hatton suggested to change the order of items under New Business and add the BOS report for the March 4 meeting. All were in favor of the motion as amended.

Approval of Minutes (RH/JL) 5-0

Mr. Hatton made a motion to adopt the meeting minutes from February 21, 2024. Mr. Lees seconded. All were in favor of the motion.

Announcements

1. Ms. Carter announced that the Zoning Hearing Board (ZHB) request for 1001 S. Walnut Street for special exception to permit major home occupation for a deck building business has been granted with conditions.
2. Ms. Carter further announced that the ZHB request for 109 Piper Lane for a variance to permit proposed swimming pool to encroach 9 feet into the mandated setback has been granted. Mr. Embick asked whether the findings of fact and order has been provided. Ms. Carter explained that the approval was granted at the hearing and that the ZHB solicitor is working on drafting a written decision.

Public Comment – Non Agenda Items

None

New Business

1. Ordinance Amendments – Flexible Development Procedure

Mr. Embick directed the Commission's attention to the draft document of the proposed amendments that were discussed in 2021, and wanted the Commission's feedback on whether they are still relevant. He asked Ms. Carter to provide some background. Ms. Carter pointed out that majority of present members were involved in drafting these amendments. She summarized that the changes to the flexible development procedure were proposed to address several issues raised during the land development proposal for the Crebilly Farm. The Commission and Township staff has worked with John Snook, Township consultant, on an effort to provide more clarity in the provisions, including revising and adding definitions pertaining to scenic views and historic resources, and other relevant requirements.

Mr. Embick added that one of the central elements of the flexible development procedure is to allow additional density for units to be yielded on a particular property where these requirements apply in return for preservation of additional open space. He raised a question whether these provisions should remain or be removed from the Code. Mr. Sennett asked

whether there is a subdivision that could be considered a success that was built using flexible development procedure. Ms. Carter believed that despite many zoning related issues, the Rustin Walk community could be considered as such, due to the amount of open space preserved and areas designated for recreation. She pointed out that the Chester County Planning Commission (CCPC) maintains an inventory of subdivisions developed using some form of cluster, conservation design, or flexible development procedure that might be helpful for further discussions. Ms. Carter also thought that Wild Goose Farm can be considered a success due to proportions of the single family houses to the size of the lot, which is able to accommodate decks and patios. Mr. Hatton did not believe that Rustin Walk was a successful development due to many concerns with the usability of open space and recreational areas.

Mr. Sennett pointed out that if the intent of flexible development procedure is open space preservation, it should be noted in the ordinance language. Mr. Embick agreed that it was not explicitly stated. Mr. Lees questioned the reasons to provide for flexible development if there is no more vacant land in the Township that could accommodate that. The PC agreed. Mr. Lees stated that the idea of cluster development back in the day was to keep and maintain open space large enough to use together with woods and ponds, and in return give the developers the incentive of smaller lots and fewer roads to build. He thought that those days were now gone, and it was an appropriate time to rethink whether this type of zoning was suitable for Westtown. There was a discussion on the disconnect between the intent of encouraging the usable open space in addition to naturally sensitive features and what has been developed in the Township. Mr. Hatton pointed out that anything can happen with other unprotected parcels, and thought it would be wise to plan for that now. Ms. Carter referred to the map of protected and unprotected lands that showed large parcels that could be developed. The PC discussed the map, which needs to be updated to include Sawmill Court development, and discussed other parcels and associated zoning that might be suitable for potential residential development.

Mr. Embick raised a question whether the PC shall recommend to the Board of Supervisors to rescind the flexible development procedure ordinance, considering that the PC cannot point to a successful residential development built using those provisions, and there are not many parcels left of appropriate size to accommodate such type of development. Mr. Lees suggested an alternative to tighten some of those requirements to make it more reasonable for developers. Mr. Embick asked what these developments would look like if they were developed under R-1 zoning district regulations. Ms. Carter noted that they would be single-family homes on one acre lots, with area and bulk requirements traditionally seen in such neighborhoods. She also added that it might be challenging in some areas to yield large number of lots due to reliance on on-lot sewage disposal systems, which require suitable soils and space for secondary systems.

Mr. Hatton suggested to seek assistance of the CCPC. Ms. Carter recommended adding this discussion to the ongoing efforts of exploring the subject of attainable housing. She explained that the CCPC is interested in meeting with the PC to provide an overview of the County-wide efforts, examples of successes, and recommendations for Westtown. Mr. Hatton wondered whether any other townships have or have considered abandoning the idea of cluster or flexible developments. He also wanted to know examples of most successful developments. Mr. Embick also noted that the enforcement of conservation design provisions need to be reconsidered and open space calculations that need to be made clearer. The PC compared the number of potential lots as per base zoning district versus under the flexible development procedure for the Stokes Estate. Mr. Embick reminded everyone that the most recent application for the Stokes Estate was denied and appealed, and the pending application is under litigation to gain access to Shiloh Hill Drive. He reiterated that any ordinance changes would not be applicable to these pending applications. Mr. Sennett felt that the Stokes Estate proposal does not reflect the intent of the ordinance, and questioned whether the flexile

development ordinance is useful. Ms. Carter reminded everyone that one of the main objectives of said ordinance is the preservation of contiguous open space. Mr. Embick wondered whether better cluster type provisions should be considered by the PC. Ms. Carter will organize a meeting with the CCPC to move forward with these discussions. Mr. Embick also suggested getting feedback from the Township solicitor about rescinding the ordinance.

2. Review of the Comprehensive Plan (2019)

Mr. Embick stated that under the Municipalities Planning Code (MPC), the Comprehensive Plan shall be updated once every 10 years. He noted that it's been five years since the last update of Westtown's Comp Plan, and asked for the PC's feedback on the progress on policies and recommendations that were included in the Plan and any recommendations to be made to the Board going forward. Mr. Embick offered to make an assessment of what has been accomplished so far. Mr. Sennett thought that the improvements at Oakbourne Park is one of the main accomplishments. However, he believed that improving walking and biking options in the Township recommended in the Plan had not been addressed so far. He wanted to see very specific proposals pursuing the objective of increasing walkability and bikeability in the Township, in particular to connect the neighborhoods adjacent to Oakbourne Park with the Park. Mr. Sennett referred to the map and noted that there are many residential properties within a mile of the Park with no ability to get there without driving. He suggested identifying ways to meet that Plan's objective, especially when the Park is undergoing major improvements and is an important community's resource.

Ms. Carter suggested to start with the analysis of infrastructure to determine the feasibility of making these multi use connections. Mr. Sennett suggested a focus area surrounding the Park as a start before making it Township-wide. Ms. Carter also pointed out that there are grant funding resources available. She suggested exploring the subject in more detail and drafting a proposal for the Board's feedback. Mr. Fusco raised a concern about pedestrian safety and accessibility of Cope Tract portion of the Park and wondered if something can be done to address that. Ms. Carter explained that the Master Plan completed for Oakbourne several years back recommended improvements to that portion with parking areas and walking trails. Mr. Sennett agreed with Mr. Fusco that Cope Tract was in need of improvements to make it usable for the residents. Mr. Embick pointed out that the Township spent approximately \$6 million on upgrades to the athletic core and several trails on the western portion of the park, and agreed that Cope Tract needs attention. In addition to exploring ways to address the pedestrian connectivity around the park, he suggested to focus on the needs of Cope Tract, including parking, safe crossing, and trail system along the stream and along S. Concord Road.

Mr. Embick asked for additional feedback on the Plan's implementation recommendations. Mr. Hatton noted that many items were assigned to other responsible parties, such as Township staff. Mr. Lees pointed out that there has been an increase in the accessory dwelling units (ADUs) in the past 5 years, and asked whether any changes should be made to those requirements. Ms. Carter confirmed that the applications for constructing house additions with separate living quarters have increased, but some choose not to build a full kitchen to avoid going through a special exception process. She pointed out that so far, every application for special exception for an ADU has been approved by the Zoning Hearing Board and raised a question whether ADUs should be permitted by right as long as they meet a specific criteria. Ms. Carter also noted that there has not been many requests for detached ADUs. Mr. Hatton stated that the main concern with ADUs was that they would become rental units. Ms. Carter noted that conversion of ADU into a rental is permitted via the special exception process, which can be left unchanged. Mr. Lees thought that it would be a good opportunity to consider such changes. Mr. Embick asked whether Township staff have any concerns. Ms. Carter explained that secondary living quarters originally proposed with no

permanent food preparation facilities might eventually become ADUs without the Township's knowledge. She noted that it would only get on the Township's radar at resale inspection. Mr. Hatton asked what happens when the house with ADU is sold. Ms. Carter explained that when the certificate of occupancy is issued, it is noted that the ADU is to be only used as permitted by the Township Code and requests for proposals to convert to a rental shall go through a special exception process. Mr. Lees expressed that the Township will likely see more of such units in the future considering the cost of the housing. Ms. Carter suggested postponing the decision until after the meeting with the CCPC as the subject of ADUs relates to attainable housing. The PC agreed. Ms. Carter pointed out that Official Map is one of the top recommendations noted in the Plan, which is a tool that can be utilized for securing lands for public improvements, including pedestrian connections.

April Klimack, 9 Garden Circle, asked for more information about the discussion on attainable and affordable housing. She raised some concerns about crime rates that could be associated with such type of housing and potentially impact the quality of life in the community. Mr. Embick explained that the PC is only having general discussions, and there are no formal plans for that type of development at that time. Ms. Carter added that there is a difference between affordable that is associated with low income households and attainable, also known as workforce housing, which falls within higher income brackets. Mr. Embick suggested for Ms. Klimack to monitor the PC's agendas for further discussion on that subject matter.

Old Business

None.

Reports

1. Mr. Hatton made the BOS report from the March 4 meeting.
2. Mr. Hatton made the EAC report from the February 27 meeting and shared the EAC's annual report.

Adjournment (TS/JF) 5-0

The meeting was adjourned at 9:06 PM.

Respectfully submitted,
Mila Carter
Planning Commission Secretary

MEMO

Date: March 12, 2024
To: Board of Supervisors
From: Jonathan Altshul, Township Manager
Re: Consider Second Amendment to Agreement of Sale with Crebilly Farm Family Associates

As we approach the March 31, 2024 “Funding Contingency” deadline in the March 17, 2023 Amended Agreement of Sale with Crebilly Farm Family Associates, a Second Amendment to the Agreement of Sale is proposed. This Second Amendment has the following key provisions:

- Pushes back the closing date from September 30 to December 18, 2024
- Establishes a formula for how the Funding Contingency will be satisfied if there is still a funding gap by September 3.
 - Specifically, the current funding gap of \$2,834,000 would be split \$500,000 for the Township (buyer) and \$2,334,000 for CFFA (seller). I.e. the Township would increase its contribution by \$500,000 and CFFA would reduce its purchase price by \$2,334,000.
 - Any new grant funds or contributions received would first be applied to the Township’s portion of the funding gap, with the balance being applied to CFFA’s portion.
- Clarifies that the Township will continue to make quarterly \$60,000 debt service payments on the promissory note to CFFA until closing.
- Requires the Township to bridge the \$3 million portion of the County grants awarded, but not eligible for reimbursement until 2025-2027.

SECOND AMENDMENT TO AGREEMENT OF SALE

THIS SECOND AMENDMENT TO AGREEMENT OF SALE (this “**Amendment**”) made as of March ___, 2024, is by and between **CREBILLY FARM FAMILY ASSOCIATES, L.P.**, a Pennsylvania limited partnership (“**Seller**”) and **WESTTOWN TOWNSHIP BOARD OF SUPERVISORS**, the governing body of a Pennsylvania Municipality of the Second Class (“**Buyer**”).

W I T N E S S E T H:

Buyer and Seller entered into an Agreement of Sale dated April 4, 2022, amended by a First Amendment to Agreement of Sale dated as of March 17, 2023 (the “AOS”) providing for the sale by Seller to Buyer of the Purchase Area as described in the AOS. Buyer and Seller intend to modify certain terms of the AOS as provided in this Amendment. **Exhibit A** attached to this Amendment shows the sources of funding of the Purchase Price and a current funding gap of approximately \$2,834,000 (the “Funding Gap”).

NOW, THEREFORE, the undersigned, with the intention to be legally bound hereby, and in consideration of the mutual promises herein, agree as follows:

1. Section 2 Contingencies. The provisions of the AOS relating to the Funding Contingency and the Bond Offering are amended as follows:

(a) The Funding Contingency shall mean the raising of an amount equal to the Funding Gap, to be accomplished through the efforts of Buyer and Natural Lands Trust. Buyer shall use commercially reasonable efforts to cause the Funding Contingency to be satisfied at the earliest possible date and shall keep Seller informed of its progress in achieving the Funding Contingency. Seller shall have the right to reduce the Funding Gap, in whole or in part, by reducing the Purchase Price or by contributing funds to enable Buyer to complete Closing.

(b) The Bond Offering shall occur at such time as is necessary in Buyer’s determination to timely provide Buyer funds for Closing and payment of the remaining balance of the Promissory Note.

2. Closing Date. Section 9 of the AOS is deleted and replaced with the following:

Closing under this Agreement (the “**Closing**”) is to take place at the offices of the title company insuring Buyer’s interest in the Purchase Area or at another location that is mutually agreeable to Buyer and Seller. Unless otherwise agreed by Buyer and Seller in writing, Closing shall occur within sixty (60) days after the Funding Contingency has been satisfied, but no later than December 18, 2024, provided that neither Buyer nor Seller has exercised any right it may have to void or rescind this Agreement. Notwithstanding, the Closing date may be extended beyond December 18, 2024, upon written consent of both parties.

3. Promissory Note. Buyer will continue quarterly Promissory Note payments to Seller of \$60,000 and will pay the balance of the Promissory Note within five (5) business days of the closing of the Bond Offering and no later than December 18, 2024 (an extension of the September 1 due date).

4. Termination Rights. Section 16 of the AOS is deleted and replaced with the following:

Buyer may terminate this Agreement by written notice to Seller if the Funding Contingency has not been satisfied to the reasonable satisfaction of Buyer by September 3, 2024, provided that written notice of such termination is provided to Seller not later than September 6, 2024. If Buyer elects to terminate the AOS pursuant to its termination right, then Seller can void the termination by notice to Buyer, upon which Seller will be obligated to fund the then remaining Funding Gap up to \$2,334,000 and Buyer will be obligated to fund any then remaining Funding Gap in excess of \$2,334,000 up to \$500,000. Any grant funds received in reduction of the current \$2,834,000 Funding Gap will first reduce Buyer's \$500,000 funding commitment and Seller's \$2,334,000 funding commitment equally, then after Buyer has received \$500,000, any additional grant funds will further reduce Seller's commitment. References to "grant funds" shall include any received after Closing.

5. Chester County Grant. Buyer will "bridge" the deferred receipt of \$3 million from Chester County Preservation Partnership Program grant to be received after 2024.

6. Full Force and Effect. As amended by this Amendment, the AOS shall remain in full force and effect. The provisions of this Amendment shall control notwithstanding any provisions of the AOS to the contrary.

7. Counterparts. This Amendment may be executed in counterparts, all of which shall be deemed originals. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties hereto. Delivery of an executed counterpart of this Amendment by an email attachment shall have the same binding effect as delivery of an executed original.

[SIGNATURES ON FOLLOWING PAGE]

Seller and Buyer have signed and delivered this Amendment the day and year first above written.

Buyer: **Westtown Township Board of Supervisors**

By: _____(SEAL)
Name:
Title:

Seller: **Crebilly Farm Family Associates, L.P.**

By: _____
Name: James K. Robinson III
Title: General Partner

By: _____
Name: David M. Robinson
Title: General Partner

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 18th day of March, 2024

Attest

WESTTOWN TOWNSHIP

Liudmila Carter, Interim 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

Amendment Effective Date:	January 1, 2024
Adoption Agreement Effective Date:	September 1, 2020
Application:	Limited
Amendment Expiration Date:	December 31, 2024
General Description:	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.
Affected Members:	Employees who are Active Members between the Amendment Effective Date and the Amendment Expiration Date.

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

[X] 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, PENNSYLVANIA**

RESOLUTION 2024-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTTOWN
TOWNSHIP SUPPORTING EFFORTS FOR WESTTOWN TOWNSHIP TO
BE RECOGNIZED AS A “BIRD TOWN PENNSYLVANIA” COMMUNITY
BY THE PENNSYLVANIA AUDUBON COUNCIL**

WHEREAS, Westtown Township (“the Township”) recognizes that birds are indicators of environmental health and pledges to provide resources for them; and

WHEREAS, the Pennsylvania Audubon Council, owner of the “Bird Town” and “Bird Town Pennsylvania” service and design marks, and offeror of the Bird Town Pennsylvania programs and services, will work with the Township residents and businesses about conservation efforts they can take to create a healthier, more sustainable environment for birds, wildlife and people; and

WHEREAS, the Township recognizes that these programs and services can be powerful tools to promote a culture of conservation in our community and provide positive social, economic and ecological outcomes; and

WHEREAS, the Township recognizes that using native plants, reducing stormwater runoff and energy use can help restore natural systems and ecological integrity; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Westtown Township, Chester County, Pennsylvania wishes to commit ecological initiatives and by doing so will be recognized as a Bird Town Pennsylvania community; and

BE IT FURTHER RESOLVED that the Board of Supervisors of Westtown Township hereby authorizes the Township’s Environmental Advisory Council, as well as Allyson Debes and Richard Pomerantz, to serve as the Township’s agents for Bird Town Pennsylvania designation and related initiatives.

ADOPTED this 18th day of March, 2024.

[Remainder of page intentionally left blank]

Westtown Township
Board of Supervisors

ATTEST:

Township Secretary

Thomas Foster, Chair

Edward Yost, Vice Chair

Richard Pomerantz, Police Commissioner



PROPOSAL FOR PROFESSIONAL SERVICES

Date: March 15, 2024
Proposal Name: Westtown Township 2024 Road Program
Client Name: Westtown Township
Client Address: 1039 Wilmington Pike
West Chester, PA 19382
Project Number: 0236-24-0008

Cedarville Engineering Group, LLC (CEG) is pleased to submit our Westtown Township 2024 Road Program proposal.

PROJECT UNDERSTANDING AND BACKGROUND

We understand that the project includes rehabilitating and reconstructing various roadways within the Township. This year's project includes work on all or portions of the following roadways: Jacquelin Drive, Supplee Way, Dunvegan Road, W. Niels Lane, S. New Street, Russell Lane, Creamery Lane, and Farm Lane. In addition, the Township may wish to include stormwater repair work at the intersection of General Howe and S. New Street. The work to be performed on these roads includes:

- Milling of the pavement surface.
- Repair of existing pavement base course.
- Installation of a new leveling course and wearing course.
- Remove existing grass islands in cul-de-sacs.
- Replacement of existing curb.
- Repair or replacement of existing stormwater inlets or inlet tops.
- Miscellaneous finishing work associated with repaving the roadway.

Westtown Township has requested that CEG prepare bid documents, administer the bidding, and oversee the construction work associated with this project. Our scope of services reflects the following assumptions:

- a) Work to the roads indicated within this document. Should a road require substitution, it is assumed the substituted road will be approximately the same length and condition as the road being replaced, and no modification to the quantity or cost estimates will be required.



Cedarville Engineering Group, LLC
Pennsylvania | Florida

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

CedarvilleEng.com



- b) All work to be performed shall be replaced in kind or detailed in the Technical Specifications for the work. Survey work and plan preparation are not required and are not part of this scope of work.
- c) PennDOT Municipal Services approval is required; however, no state or local permit is needed for the work proposed.

SCOPE OF SERVICES

The scope of services for this project is understood to include the following:

1.0 BID DOCUMENT PREPARATION

CEG will work with the Township to determine the scope of work for each road and quantity estimates based on this scope. One (1) site visit will be required to determine estimated quantities for roads included in the road program. Cost estimates will be provided to the Township for review. The contract documents, technical specifications, construction details for the work to be done, and the location of the roads will be provided to the Township for review and approval. As part of the Bid Documents, Construction Details will be included to ensure work is performed to the Township's standards.

DELIVERABLES

- Bid Documents, including but not limited to the advertisement, instructions to bidders, agreement, general conditions, prevailing wage rates, and a location map with sketch plans as required for stormwater replacement work for use in the Township's 2024 Road Program.

2.0 BID ADMINISTRATION

Upon the Township's approval of the Bid and Contract Documents, CEG will post the Contract Documents on the PennBid Bid Exchange Portal for Contractors to view and submit sealed bids. CEG will prepare an advertisement, 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. No Pre-Bid Meeting will be held as part of this task.

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 on awarding the bid.



DELIVERABLES

Bid Tabulation and Award Recommendation.

3.0 CONSTRUCTION INSPECTION

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 coordinate with Township Staff and PennDOT Municipal Services to complete the required project approval application and obtain project approval to use Liquid Fuels Funding.

Once project approval has been received from PennDOT Municipal Services and the Contractor starts construction work, CEG will monitor construction activities to ensure compliance with the project specifications. Where necessary, CEG will coordinate with the Township to ensure that any work directed by the Township is marked out for the Contractor to complete. While on-site, CEG's inspectors will prepare daily inspection reports to document the work completed daily, including payment quantities. It is assumed that the project will be completed within seven (7) weeks and that CEG averages forty (40) 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, contractor-certified payroll, material tickets, and certifications, 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 will need to 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. CEG will coordinate with Township Staff to finalize all documentation needed by PennDOT to complete the PennDOT Project Completion Form (MS-999). As the PennDOT Project Completion Form (MS-999) is completed in dotGrants, CEG will coordinate with Township Staff regarding the completion of this task.



DELIVERABLES

- Notice of Award (to Contractor)
- Notice to Proceed (to Contractor)
- Reviewed Submittals
- PennDOT Project Approval
- Daily Inspection Reports
- Payment Recommendations
- Closeout Documentation (from Contractor)

PRINTING AND REPRODUCTION

Deliverables will be provided in PDF format unless otherwise specified. The cost of printing and reproduction will be billed according to the attached rate schedule if physical copies are 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 submitting the applications.

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 above on a time and materials basis, not to exceed \$67,500.00 as described above, for the following professional fees.

1.0 Bid Document Preparation	\$12,300.00
2.0 Bid Administration	\$2,900.00
3.0 Construction Administration and Inspection	\$52,300.00
Total Contract Price	\$67,500.00

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:

- Wetland Delineation
- Soil testing
- Environmental review
- Site Survey
- Construction Stakeout Survey
- Permitting or Approvals not described in this document.

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 not proceed with any work under contract for which costs could deviate from the original contract amount due to changes in industry regulations without prior notice and your authorization to proceed under the new rules.

PROPOSAL ACCEPTANCE PERIOD

This contract will become null and void if it is not accepted within sixty (60) days from the date CEG issues it.

TERMS AND CONDITIONS

The standard terms and conditions attached hereto, which are now made a part of this contract by reference, shall govern this contract.

PROJECT BILLING

CEG will provide team billing monthly. The bill will reflect the effort shown by our professionals in completing a given task. The estimated fees are based on experience. There may be occasions where one task overlaps 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.

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

Best Regards,

Cedarville Engineering Group, LLC

A handwritten signature in blue ink that reads "Kyle R. Turner" with a long horizontal flourish extending to the right.

Kyle Turner, P.E.
Project Manager

A handwritten signature in blue ink that reads "Christopher R. Bishop" in a cursive style.

Christopher Bishop
Operations Manager

Attached: General Conditions



AUTHORIZATION TO PROCEED

I have read the **March 15, 2024** proposal by Cedarville Engineering Group, LLC (CEG) and the Standard Terms and Conditions for Professional Services in the matter of the **Westtown Township 2024 Road Program** and, at this moment, 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.

2024 WESTTOWN TWP. SEWER REPAIRS



SNYDER ENVIRONMENTAL SERVICES INC

270 INDUSTRIAL BLVD
KEARNEYSVILLE, WV 25430

Contact: William Landsaw
Phone: 304.725.9140 x204
E-Mail: WLANDSAW@SNYDERENV.COM

<u>Quote To:</u>	CARROLL ENGINEERING CORP.	<u>Job Name:</u>	WESTTOWN TWP. SEWER REPAIRS
<u>Attn:</u>	MARK YODER	<u>Proposal Date:</u>	2024.02.02
	949 Easton Rd,	<u>Revision Date:</u>	REV 1 2024.03..01
	Warrington, PA 18976	<u>COSTARS#</u>	414069
<u>Phone:</u>	215-343-5700 x 505		
<u>Fax:</u>			
<u>E-Mail:</u>	MYoder@carrollengineering.com		

PLEASE NOTE BID ITEM 202000 IS HOURLY AND
WILL BE INVOICED ACCORDING TO ACTUAL QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
101000	MOBILIZATION	1.00	LS	11,800.00	11,800.00
201000	LIGHT JETTING	3,032.00	LF	3.50	10,612.00
202000	HEAVY JETTING/ROOT REMOVAL	15.00	HR	375.00	5,625.00
203000	CCTV PRE/POST	3,032.00	LF	3.00	9,096.00
211000	8" NOVAFORM	3,032.00	LF	55.00	166,760.00
221000	8"X4" LATERAL T-LINER	17.00	EA	5,000.00	85,000.00
301000	F1S INFILTRATION PATCH (CIPP) (IF NEEDED)	5.00	EA	2,300.00	11,500.00
302000	RESTORATION	10.00	HR	450.00	4,500.00

GRAND TOTAL **\$304,893.00**

NOTES:

THIS PROPOSAL IS VALID FOR FIFTEEN (15) DAYS FORM DATE OF PROPOSAL

EXCLUSIONS AND CLARIFICATIONS:

1. Spot Repairs: Spot repair work is not included in this proposal.
2. Invert Work: All invert work is excluded.
3. Erosion and Sediment Controls: Implementation of erosion and sediment control measures is excluded.
4. Bypass Pumping: Any bypass pumping that necessitates a pump larger than a 3" trash pump is the responsibility of the Owner. This includes labor, pumps, hoses, fuel, and related expenses.
5. Repair of Pipe Damage: Any repairs required for pipe damage resulting from high-pressure jet cleaning, preparation, lining, or any subsequent cleaning to remove debris due to collapse or repair are not covered.
6. Access to Manholes/Culverts/Catch Basins: The Owner is responsible for providing access to these structures as required by SES's work plan.
7. Payment and Performance Bonds: Payment and performance bonds are not included and will incur an additional 2.5% charge if required.
8. Removal and Disposal of Hazardous Materials: The removal and disposal of hazardous or toxic materials encountered during the project are excluded.
9. Special Insurance Premiums: Any additional premiums for special insurance coverage specific to this project are not covered.
10. Testing: A low-pressure air test will be conducted following installation and before reinstatement.
11. Holiday, Weekend, and Overtime Work: Work during holidays, weekends, and overtime hours is not included.

12. Water Supply: The Owner is responsible for providing access to fire hydrants or adequate water for flushing and Novaform installation within 1 mile of the site. Water charges or any deposit/rental of metered equipment are not included.
13. Staging Area: The Owner is to provide SES with a secure area for material and equipment storage during the project.
14. Restoration: Restoration work that disturbs access to Novaform and equipment is the responsibility of the Owner.
15. Large Novaform Installation: Installation of 24-inch or larger Novaform may require the removal of cones, structures, frames, and covers, billed at Time and Material (T&M) rates if necessary.
16. Root and Debris Removal: The amount of roots and debris that can be removed is determined by the existing pipe condition. SES is not responsible for equipment lodged due to pipe conditions.
17. CCTV and Jetting: The ability to perform CCTV and jetting depends on the condition of the existing pipe. SES cannot guarantee these services for all pipes.
18. Novaform Lining: Novaform lining is subject to the results of CCTV inspections and may not be feasible for all pipes.
19. Blowback Responsibility: SES and its representatives are not responsible for blowback through service lateral lines, and the Owner is responsible for remediation.
20. Dumpster: The Owner or General Contractor should provide dumpsters for disposing of excess Novaform pipe and reels.
21. Host Pipe Failures: SES is not responsible for host pipe failures during cleaning activities.
22. Dumpsite for Debris: The Owner must provide a dumpsite for debris removed during cleaning activities.
23. Service Connection Reconnection: Reconnection of specific service connections will only be performed upon written request from the Owner. The Owner will indemnify and hold SES harmless for any issues arising from service reconnections.
24. Measurement Errors: If there are measurement errors leading to a shortage of material, the cost to reorder the material will be the responsibility of the Owner.
25. Railroad Permits and Fees: Excluded from the scope of work are railroad permits, flagging, inspection, survey, and associated fees.
26. Off Road Sewer Cleaning: Cleaning off-road sewers will be conducted with a trailer-mounted jetter towed by a diesel Kubota UTV or a four-wheel drive truck. SES does not offer track-mounted jetter service.
27. Stream Crossings: Services related to stream crossings are excluded and will be priced separately if requested.
28. Locating and Tracing: Locating, tracing, and lateral launch services are not included.
29. Push Camera Work: Push camera work is excluded from this proposal.
30. Prevailing Wages: Prevailing wages are included in this proposal.
31. Pay Applications: Monthly pay applications will be submitted, and the project will be invoiced based on units of work completed.
32. Stored Materials: SES reserves the right to charge for the storage of materials.
33. Mid-Point Excavation: For segments longer than 450 linear feet, a mid-point excavation for the installation of a manhole or cleanout may be required, with Time and Material (T&M) rates applying.

SPECIAL PROVISIONS

1. Pricing Structure: Unless a lump-sum price is explicitly stated for the work described herein, it is mutually understood and agreed that the unit price item quantities mentioned above are provided as estimates. Payment shall be based on the actual quantities of work performed by SES at the specified unit prices.

TERMS AND CONDITIONS

1. Payment Terms: Payment in full for all work carried out under this agreement for any given month shall be remitted no later than the tenth day of the subsequent month. Final and complete payment for all work performed under this agreement must be completed within fifteen (15) days after the work's conclusion. Interest will be applied on all unpaid balances from the due date to the date of payment at the higher of the highest legal rate in the jurisdiction of the Contract's execution or one and one-half percent (1 1/2%) per month, whichever is lower. You agree to cover all costs and expenses incurred by SES in the process of collecting amounts owed under this Agreement, including court costs and attorney's fees. Payments received will be allocated to open items on unpaid invoices in an order and sequence determined by SES at its sole discretion. All funds paid to you for our work will be held in trust for our benefit. Credit card payments may be subject to additional fees.
2. Credit Approval: SES is not obligated to commence work as outlined in this Contract until your credit has been verified and approved by our Credit Department. This Proposal and Contract shall become null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to the completion of the work, you shall provide adequate security upon our request. In the event that you fail to provide adequate security, we reserve the right to suspend the work.
3. Entire Agreement: This document constitutes the entire agreement between the parties, regardless of any prior proposals or communications. Any deviations from the specifications or modifications to the terms of this Contract, as well as any extra or incidental work or reductions in work, must be documented in writing and signed by both parties before such changes are implemented. Any adjustments to the Contract price resulting from such changes shall be included in the written agreement.
4. Insurance Obligations: SES will provide and pay for Worker's Compensation Insurance covering its employees, as well as General Liability and Property Damage Insurance. You are required to maintain General Liability and Property Damage

Insurance adequate to safeguard against any and all claims and liabilities arising from the performance of the work, including those arising under your agreement to indemnify and hold SES harmless under this Contract. SES will also be responsible for the collection and payment of Social Security and State Unemployment Taxes applicable to its employees.

5. Access to Work Area: Suitable access to the work area shall be provided by you. If our work is dependent upon or must be coordinated with the work of others, their work must be executed in a manner that enables SES to carry out its work without interruptions.

6. Force Majeure: SES shall not be liable for any failure to undertake or complete the work due to causes beyond its control. SES may suspend the work for such causes, including, but not limited to, fire, flood, utility presence, labor disputes, accidents, and other unforeseen events.

7. Indemnification: You agree to indemnify and hold SES harmless from any suit, claim, liability, cost, or expense related to certain aspects of the work, including, but not limited to, sidewalks, driveways, subsurface conditions, and alleged damages to persons or property. SES shall not be responsible for damage or deterioration resulting from causes beyond its control.

8. Jurisdiction and Venue: The proper jurisdiction and venue for adjudication concerning this Contract is Jefferson County, West Virginia, and you waive any right to jurisdiction and venue in any other place.

If you accept the terms and conditions outlined above, please acknowledge your acceptance by signing in the space provided and return all copies for signatures. Upon receipt and execution by SES, this document will constitute the full and complete agreement between the parties.

AGREED AND ACCEPTED:

Inc. (Firm Name)

Snyder Environmental Services,

By _____

By _____
Brandon Duriez, Vice President

(Printed / Typed Name & Title)

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT WILLIAM LANDSAW AT 304.725.9140 X204

MEMO

Date: March 12, 2024

To: Board of Supervisors

From: Jonathan Altshul, Township Manager

Re: Consider COSTARS Replacement Copier Proposal from Rothwell Document Solutions

The existing 60-month lease with for the office copier expires next month. In addition, the copier in the Public Works garage is 15 years old and well past the end of its useful.

Rothwell Document Solutions has provided the attached proposal to 1) buy out the current officer copier lease and move it to the Public Works building; 2) get a new 60-month lease for a new office copier; 3) get new maintenance contracts for both machines.

Rothwell's total price would be \$539.38 per month, or \$7.65 more than our current contract. However, this additional cost does not reflect the cost of the servicing the current obsolete Public Works machine, meaning that the Township is likely to save money overall with this new arrangement. Given inflationary pressures and higher interest rates since the current lease was approved in 2019, it is my opinion that this proposal provides very solid value for the Township.



ROTHWELL

document solutions

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590 Hannum Avenue
West Chester, PA 19380

p: 610.696.1290

f: 610.696.1745

www.RothDoc.com

PROPOSAL & INVESTMENT PLAN

Westtown Township

1039 Wilmington Pike
West Chester, PA 19382



Prepared For: Jon Altshul, Cindi King, Pam Coleman

Prepared By: Kevin Rothwell

Date: 3/12/2024



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ABOUT OUR COMPANY

Rothwell Document Solutions integrates imaging systems and services that help organizations manage document workflow and increase office efficiency. We strive to exceed customer expectations for quality, service, support, and value while providing secure managed print, scan, and copy solutions to organizations throughout Chester County and the surrounding communities.

For over 70 years, we have strived to provide the highest quality equipment & software, backed by unparalleled service, while maintaining one focus – our customers. We promise to provide outstanding customer service, while operating with the highest levels of ethical business conduct.

MISSION STATEMENT

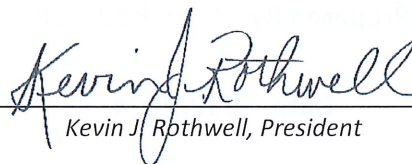
Our mission is to ensure the ongoing trust and loyalty of our clients by exceeding their expectations for quality, service, support, and value in providing managed document technology products and services.

MY PERSONAL COMMITMENT

Inherent in this proposal is my personal commitment to ensure your ongoing satisfaction with the recommendations presented in this proposal. It is our responsibility to take the necessary steps to ensure its implementation meets your expectations. Our sales and support teams are at your service to address any concerns prior to, during, and after its implementation.

Please feel free to contact me at (610) 696-1290.

Thank you very much for your consideration.



Kevin J. Rothwell, President



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INDUSTRY LEADING SECURITY

Security threats are no longer limited to personal computers, servers, or networks. As multifunction printers have evolved into true information terminals, they have become core IT assets in their own right. The computing capability of multifunction printers has grown, but so too have potential security threats. Ricoh's industry leading layered approach to security addresses potential issues caused by vulnerabilities in your printing devices, the data they process, and the networks to which they connect.

Device Security

- ISO / IEEE 15408 / IEEE 2600.2 Certification
- Ricoh Proprietary Hard Disk Drive Operating System
- Hard Drive Encryption using AES Methodology up to 256 Bits
- Disk Overwrite Security System (DOSS) Conforming to NSA and DoD Recommendations
- Fax Line Security
- Trusted Platform Module for Secure Boot
- Digitally Signed Firmware Updates
- User Authentication via User Code, Windows/LDAP, Common Access Card, Personal Identification Verification, and/or SIPRNet Token Authentication

Data Security

- Ricoh Hardened OS Based Using Specific Modules
- Customized Kernels and Services
- Root Access is Not Available
- Encrypted Scanning Workflows,
- SSL & TLS Protocols Utilize up to 156-Bit AES and SHA-2 Algorithms
- Embedded Scanning Provides Audit Trails and Administrative Controls
- Locked Print and Secure Release Prevent Information Leaks in an Unattended Print Environment
- Copy Data Security Protects Against Unauthorized Copying
- Mandatory Secure Information Print (Date/Time, Name/User ID, IP Address/Serial Number)

Network Security

- Leverage and Comply with Customer's Network Security Policies and Measures
- End to End Encryption of Scan and Print Files
- Network User Authentication Limits Unauthorized Users
- Close Unused Network Port (SNMP, FTP, SMB, etc.) Making Devices "Invisible" to Hackers
- Network Encryption (TLS, WPA2, WPAs-PSL, CCMP (AES)
- Print Stream Encryption (SSL/TLS via Internet Printing Protocol (IPP))



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Document Management and Workflow Automation Software. For Business Everywhere.

Business happens everywhere: in the office, on the road, in your home. DocuWare digitizes and secures your information to flow effortlessly between your decision makers — anywhere, any device, any time.



Move to the cloud

Scale, power and mobility are within reach to any team using cloud software. And the benefits over traditional on-premises software are myriad: financial flexibility, administrative and IT simplicity, easier path to adoption. With DocuWare Cloud, you get every feature of the full platform. No compromises.



Go paperless and go green

Every year, millions of dollars are lost managing paper documents: printing, storing, finding and recovering files is a resource drain no one wants. Digitization not only secures your information for headache-free access and compliance but significantly reduces your environmental footprint.



Automate processes

When digital workflow is automated, every member of the team wins. Reducing manual steps speeds up approvals. Removing data entry minimizes errors. And tasks reminders keep everyone focused. DocuWare provides the tools to automate even the most complex workflow without time-consuming implementation.



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PROPOSED HARDWARE SOLUTION

Ricoh IM C4510

- 45 Pages Per Minute Black & White Print/Copy Speed
- 45 Pages Per Minute Color Print/Copy Speed
- Network Color Printing
- Network Color Scanning to Email or Folder
- Print from / Scan to USB Flash Drive & SD Card
- Print from iOS and Android Mobile Devices
- Integration with Cloud Services such as Google Drive, Dropbox, Office365, etc.
- Standard & Network LAN-Faxing
- 10.1" Intuitive Android-based Smart Operation Touch Panel
- 320 GB Hard Disk Drive (Document Server)
- Data Overwrite Hard Drive Security System
- 2 GB RAM
- 220 Sheet Single-Pass Duplexing Document Feeder
- 4 x 550 Sheet Paper Trays (up to 12" x 18")
- 100 Sheet Bypass Paper Tray (up to 12" x 18")
- Standard Duplexing
- Reduction/Enlargement with Auto Reduce/Enlarge (25% - 400%)
- Electronic Sorting
- 1,000 Sheet Stapling Finisher

Equipment Configuration

QTY	MODEL	TYPE	DESCRIPTION
1	Ricoh IM C4510	Mainframe	Ricoh IM C4510 Intelligent MFP System
1		Accessory	Fax Option Type M52
1		Accessory	Bridge Unit BU3100
1		Accessory	Finisher SR3320 (1,000 sheet)
1		Accessory	Paper Feed Unit PB3320

Please see attached brochure or configuration sheet for more details.





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Investment Options

LEASE PAYMENT	LEASE TERM
\$223.00	60 Months

Pricing is reflective of PA Costars Contract # COSTARS 001-E22-086.

Maintenance Agreement

Includes all service parts, labor, and toner.

Paper and staples are not included.

Invoiced quarterly at a base rate of \$99.00.

Quarterly base rate includes 9,900 Black pages per quarter.

Black overage reconciled quarterly at \$0.009 per page.

Quarterly base rate includes 0 Color pages per quarter.

Color overage reconciled quarterly at \$0.065 per page.

Pricing Includes

- Delivery, setup, and initial network installation
- Systems integration and networking (with input from IT Department/Vendor)
- Installation of FM Audit Fleet Management Software
- Training by Rothwell personnel (as needed)
- Buyout to Keep of current IMC4500 and relocation to Public Works
- Removal and proper disposal of Lanier LD040 (ID # 3624) from Public Works



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Monthly Operational Cost Analysis

	Current Solution		Proposed Solution	
Make/Model	IM C4500		IM C4510	
Lease Term (in Months)	60		60	
Total Monthly Lease Payment	\$171.00		\$223.00	
Monthly Base Rate	\$34.65		\$30.00	
Meter Type	Black	Color	Black	Color
Monthly Page Allowance	3,300	0	3,300	0
Average Monthly Page Volume	10,275	3,440	10,275	3,440
Average Monthly Overage Pages	6,975	3,440	6,975	3,440
Cost per Page	\$0.0105	\$0.0735	\$0.009	\$0.065
Average Monthly Overage Cost per Meter	\$73.24	\$252.84	\$62.78	\$223.60
Total Average Monthly Service Cost	\$360.73		\$316.38	
Average Monthly Investment	\$531.73		\$539.38	
Avg. Monthly Cost Incurrence			\$7.65	

We sincerely thank you for the opportunity to propose and provide imaging systems, document solutions, and services to Westtown Township.

The contents of this proposal are confidential trade secret information and intended for the use of Westtown Township only. The contents herein may not be reproduced without the specific written permission of Rothwell Document Solutions. This is a proposal only and informative in nature. Actual contract terms and conditions will be submitted upon your approval of this proposal.

WESTT21001

MEMORANDUM

TO: Jon Altshul, Township Manager

FROM: Marc Morfei, Project Manager

A handwritten signature in black ink, appearing to read "Marc Morfei", is positioned to the right of the "FROM:" field.

DATE: March 8, 2024

SUBJECT: Oakbourne Park
MECO Constructors Inc.
Payment Request No. 11

We have reviewed the attached Request for Payment [No. 11] submitted by MECO Constructors Inc. and find the request consistent with the work performed and in accordance with the Contract Documents. Therefore, we recommend payment as shown in the attached application. This application includes partial release of retainage per the terms of the contract, from 10% of completed work to 5%.

Accordingly, the total amount of this request for payment less retainage is **\$340,987.33**.

Please call if you have any questions or if we can be of further assistance.

Enclosure: Pay Request [No. 11]

REQUEST FOR PAYMENT

From: MECO CONSTRUCTORS INC.
684 DUNKSFERRY ROAD
BENSALEM, PA 19020

To: Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

Invoice: 1123511
Draw: 11
Invoice date: 2/29/2024
Period ending date: 2/29/2024

Contract For:

Request for payment:

Original contract amount	\$5,380,100.00	
Approved changes	\$92,450.00	
Revised contract amount		\$5,472,550.00
Contract completed to date		\$4,307,162.16
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$215,358.09	
Total completed less retainage		\$4,091,804.07
Less previous requests	\$3,750,816.74	
Current request for payment		\$340,987.33
Current billing		\$139,588.00
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	-\$201,399.33	
Current amount due		\$340,987.33
Remaining contract to bill	\$1,380,745.93	

Project: 1-23511-0
Oakbourne Park Improvements

Contract date:

Architect:

Marc Morfei

Scope:

Approved 3/8/2024
Marc Morfei, Pennoni Assoc.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	92,450.00	
Total approved this Month		
TOTALS	92,450.00	
NET CHANGES by Change Order	92,450.00	

I hereby certify that the work performed and the materials supplied to date , as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Westtown Township relating to the above referenced project . I also certify that the contractor has paid all amounts previously billed and paid by the owner .

CONTRACTOR: MECO CONSTRUCTORS INC.

State Of PA

County Of BUCKS

By: *[Signature]*

Subscribed and sworn to before me this 27th day of Feb, 2024

Date: 2/27/24

Notary Public *[Signature]*

My commission expires: 6/30/2024

REQUEST FOR PAYMENT DETAIL

Project: 1-23511-0 / Oakbourne Park Improvemen

Invoice: 1123511

Draw: 11

Period Ending Date: 2/29/2024

Detail Page 2 of 4 Pages

Item ID	Description	CONTRACTED				CURRENT		TOTAL TO DATE		Units to Finish
		Unit of Measure	Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
1	Temporary Site Controls	LS	1.00	29,000.00	29,000.00			1.00	29,000.00	
2	Temporary Erosion Controls	LS	1.00	89,000.00	89,000.00			1.00	89,000.00	
3	Site Preparation	LS	1.00	79,500.00	79,500.00			1.00	79,500.00	
4	Clearing & Grubbing	LS	1.00	44,900.00	44,900.00			1.00	44,900.00	
5	Remove Trees Over 6" Caliper	EA	25.00	580.00	14,500.00			25.00	14,500.00	
6	Remove Water Meter Vault	EA	1.00	2,300.00	2,300.00			1.00	2,300.00	
7	Earthwork	LS	1.00	662,000.00	662,000.00			0.95	628,900.00	0.05
8	Concrete Curb	LF	2,550.00	35.00	89,250.00			2,250.00	78,750.00	300.00
9	Bituminous Parking Lot Paving	SY	6,750.00	49.00	330,750.00			5,062.50	248,062.50	1,687.50
10	ParkingLot Pvmnt Markngs&Signs	LS	1.00	10,950.00	10,950.00					1.00
11	Concrete Sidewalk	SF	7,257.00	13.00	94,341.00			2,725.00	35,425.00	4,532.00
12	ADA Curb Ramps	EA	8.00	2,600.00	20,800.00			4.00	10,400.00	4.00
13	Concrete Dumpster Pad	LS	1.00	7,600.00	7,600.00			1.00	7,600.00	
14	Boulder Wall	LF	280.00	222.00	62,160.00	62.00	13,764.00	119.00	26,418.00	161.00
15	Parking Lot Light Poles	EA	2.00	17,750.00	35,500.00			1.80	31,950.00	0.20
16	Flagpole Lighting	LS	1.00	16,300.00	16,300.00			1.00	16,300.00	
17	Site Electrical Outlets	LS	1.00	12,960.00	12,960.00			1.00	12,960.00	
18	ComfrtStatinBldgFnd&Cordnation	LS	1.00	25,400.00	25,400.00			1.00	25,400.00	
19	ShdPav,Ftgs&ConcPad@ComfStatio	LS	1.00	121,500.00	121,500.00			1.00	121,500.00	
20	Hex Block Asphalt Unit Paving	SY	300.00	368.00	110,400.00			150.00	55,200.00	150.00
21	Bit Pathway-Athletic Core Area	SY	1,400.00	60.00	84,000.00			720.00	43,200.00	680.00
22	Picnic Tables	EA	6.00	2,135.00	12,810.00			6.00	12,810.00	
23	StoneSeatWall@ComfortStation	LF	25.00	795.00	19,875.00			25.00	19,875.00	
24	Trash Receptacles	EA	4.00	1,780.00	7,120.00			4.00	7,120.00	
25	Benches	EA	9.00	1,400.00	12,600.00			9.00	12,600.00	
26	Collapsible Bollards	EA	3.00	2,040.00	6,120.00			3.00	6,120.00	
27	Basketball Court & Features	LS	1.00	106,000.00	106,000.00			0.25	26,500.00	0.75
28	StoneSeat/RetainWall@BsktblCr	LF	125.00	800.00	100,000.00			125.00	100,000.00	
29	ChainLinkFence@BasketballCourt	LF	265.00	104.00	27,560.00					265.00
30	GravityBlkWalls@BasketbalCourt	SF	735.00	77.00	56,595.00			642.00	49,434.00	93.00
31	Tennis Court & Feastures	EA	2.00	85,800.00	171,600.00					2.00
32	ChnLnkFenc&Gates@TennisCourts	LF	730.00	142.00	103,660.00					730.00
33	GravityBlkWalls@Tennis Courts	SF	1,726.00	70.00	120,820.00	1,576.50	110,355.00	2,008.00	140,560.00	-282.00

REQUEST FOR PAYMENT DETAIL

Project: 1-23511-0 / Oakbourne Park Improvemen

Invoice: 1123511

Draw: 11

Period Ending Date: 2/29/2024

Detail Page 3 of 4 Pages

Item ID	Description	CONTRACTED				CURRENT		TOTAL TO DATE		Units to Finish
		Unit of Measure	Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
34	ConcPad-ShadStruct@TennisCourt	LS	1.00	20,800.00	20,800.00					1.00
35	Tennis Backboard Wall Panel	EA	1.00	12,350.00	12,350.00					1.00
36	(3) Pickleball Courts&Features	LS	1.00	79,300.00	79,300.00			0.25	19,825.00	0.75
37	ChnLnkFnc&Gates@PickballCourt	LF	215.00	123.00	26,445.00			50.00	6,150.00	165.00
38	GravtyBlkWalls@PickballCourts	SF	665.00	81.00	53,865.00			1,014.47	82,172.07	-349.47
39	Batting Cage	LS	1.00	128,300.00	128,300.00			0.50	64,150.00	0.50
40	Flagpole,Found&AsociatedPaving	LS	1.00	8,500.00	8,500.00			1.00	8,500.00	
41	ConcStep&Hndrais#1@PickbCourt	LS	1.00	37,300.00	37,300.00			1.00	37,300.00	
42	ConcStep&Hndrais#2@TennisCourt	LS	1.00	33,100.00	33,100.00					1.00
43	ConcStep&Hndrai#3@ComfStation	LS	1.00	87,200.00	87,200.00			1.00	87,200.00	
44	ConcStep&Hndrai#4@SoccerField	LS	1.00	127,900.00	127,900.00			1.00	127,900.00	
45	ConcStep&Hndrai#5@PakingLot	LS	1.00	126,700.00	126,700.00			1.00	126,700.00	
46	Surface Infiltration Basin #1	LS	1.00	112,400.00	112,400.00			1.00	112,400.00	
47	Surface Infiltration Basin #2	LS	1.00	151,800.00	151,800.00			1.00	151,800.00	
48	SubsurfaceInfiltration Basin#3	LS	1.00	224,400.00	224,400.00			1.00	224,400.00	
49	Rain Garden Basin #4	LS	1.00	10,180.00	10,180.00					1.00
50	Rain Garden Basin #5	LS	1.00	6,980.00	6,980.00					1.00
51	Rain Garden Basin #6	LS	1.00	6,980.00	6,980.00					1.00
52	Rain Garden Basin #7	LS	1.00	17,600.00	17,600.00					1.00
53	Bioretention Basin #8	LS	1.00	13,100.00	13,100.00					1.00
54	Bioretencion Basin #9	LS	1.00	12,300.00	12,300.00					1.00
55	15" HDPE	LF	2,205.00	61.00	134,505.00	83.00	5,063.00	2,205.00	134,505.00	
56	24" HDPE	LF	31.00	116.00	3,596.00	31.00	3,596.00	31.00	3,596.00	
57	Stormwater Inlets	EA	37.00	3,405.00	125,985.00	2.00	6,810.00	37.00	125,985.00	
58	Stormwater Manholes	EA	14.00	4,280.00	59,920.00			14.00	59,920.00	
59	Endwalls	EA	6.00	2,210.00	13,260.00			2.00	4,420.00	4.00
60	Not Used	EA			0.00					
61	E.PleasantGroveCulvertCrossing	LS	1.00	40,000.00	40,000.00			1.00	40,000.00	
62	New Metered Electrical Service	LS	1.00	131,800.00	131,800.00			1.00	131,800.00	
63	New Sanitary Service	LS	1.00	50,000.00	50,000.00			1.00	50,000.00	
64	New Metered Water Service	LS	1.00	54,400.00	54,400.00			1.00	54,400.00	
65	GrndHydrants(2)&AssocPlumbing	LS	1.00	3,550.00	3,550.00			1.00	3,550.00	
66	Relocat Existing12" Water Line	LF	393.00	440.00	172,920.00			393.00	172,920.00	

REQUEST FOR PAYMENT DETAIL

Project: 1-23511-0 / Oakbourne Park Improvemen

Invoice: 1123511

Draw: 11

Period Ending Date: 2/29/2024

Detail Page 4 of 4 Pages

Item ID	Description	CONTRACTED				CURRENT		TOTAL TO DATE		Units to Finish
		Unit of Measure	Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
67	RelocateExistingElectricalLine	LF	100.00	50.00	5,000.00			100.00	5,000.00	
68	RelocateExistingNaturalGasLine	LF	100.00	230.00	23,000.00			101.00	23,229.68	-1.00
69	French Drain System @ Pond	LS	1.00	27,251.00	27,251.00			1.00	27,251.00	
70	NewPavedWalkPath@MansionArea	SY	410.00	99.00	40,590.00			307.50	30,442.50	102.50
71	NewGrvWalkingPath@PondArea	SY	360.00	162.00	58,320.00			360.00	58,320.00	
72	ResurfaceExistingGravelDrive	SY	1,100.00	34.00	37,400.00			1,100.00	37,400.00	
73	Deciduous Shade Trees	EA	86.00	785.00	67,510.00					86.00
74	Deciduous Ornamental Trees	EA	26.00	785.00	20,410.00					26.00
75	Evergreen Trees	EA	47.00	505.00	23,735.00					47.00
76	Shrubs	EA	438.00	62.00	27,156.00					438.00
77	Ornamental Grasses	EA	32.00	28.00	896.00					32.00
78	Basin Seed Mixes	LS	1.00	1,925.00	1,925.00					1.00
79	Lawn Seeding	LS	1.00	44,500.00	44,500.00					1.00
AA1	Playground	LS	1.00	98,800.00	98,800.00			1.00	98,891.41	0.00
AA5a	ConvExistngGravTrails-Asphlt	LS	1.00	121,300.00	121,300.00			1.00	121,300.00	
AA5b	Fixed Steel Bollards	EA	5.00	1,400.00	7,000.00			5.00	7,000.00	
ChngOrd 1	CO#1 UndrgrmdTnkClsr,ReloElcLn	EA	1.00	92,450.00	92,450.00			1.00	92,450.00	

Totals					5,472,550.00			139,588.00		4,307,162.16	
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Check Register

Westtown Township

15-Mar-24

From: 05-Mar-24 To: 18-Mar-24

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 General Fund - Univest					
17924	3/5/2024	1001032	Ashu Distributor	\$1,995.45	O
17925	3/6/2024	405540	Albert Federico Consulting, LL	\$1,350.00	O
17926	3/6/2024	32	AQUA PA	\$502.88	O
17927	3/6/2024	405759	Candlestick Communications	\$100.00	O
17928	3/6/2024	6038	Cedarville Engineering Group	\$4,473.82	O
17929	3/6/2024	6038	Cedarville Engineering Group	\$8,549.50	O
17930	3/6/2024	6038	Cedarville Engineering Group	\$279.25	O
17931	3/6/2024	1000300	Comcast Xfinity	\$10.52	O
17932	3/6/2024	1082	ELEANOR J. SCHWANDT, R	\$449.00	O
17933	3/6/2024	1000160	Steven W Dinkel	\$59.07	O
17934	3/6/2024	1000102	WordTech Inc	\$442.56	O
17935	3/8/2024	1001037	Antonios Boulos	\$682.51	O
17936	3/8/2024	253	GERALD R DINUNZIO	\$608.78	O
17937	3/8/2024	1001041	Gregory Witmer	\$756.43	O
17938	3/8/2024	1001044	Joseph Majuri	\$693.24	O
17939	3/8/2024	1001040	Mark McCarthy	\$594.74	O
17940	3/8/2024	1001042	Robert Hall	\$897.79	O
17941	3/8/2024	1001038	Theodore Hartz	\$567.55	O
17942	3/8/2024	1001039	Thomas Martin	\$1,068.16	O
17943	3/8/2024	1001043	William Crossett	\$656.81	O
17944	3/11/2024	981	A. J. Blosenski, Inc.	\$250.00	O
17945	3/11/2024	7196	GreatAmerica Financial Svcs	\$171.00	O
17946	3/11/2024	1000074	NAPA AUTO PARTS	\$170.17	O
17947	3/11/2024	1000597	NetCarrier Telecom Inc.	\$508.54	O
17948	3/11/2024	1123	New Enterprise Stone & Lime	\$385.44	O
17949	3/11/2024	885	Ronald M. Agulnick, Attorney	\$5,450.00	O
17950	3/11/2024	5540	W. B. Mason Co., Inc	\$275.38	O
17951	3/11/2024	1199	Witmer Associates, Inc	\$2,067.90	O
Bank Total:				\$34,016.49	
Bank Account: 8 Enterprise Fund - Univest					
1635	3/8/2024	1196	McGovern Environmental, LLC	\$1,693.86	O
1636	3/8/2024	1196	McGovern Environmental, LLC	\$2,218.15	O
1637	3/8/2024	1164	Univar Solutions USA, Inc.	\$4,475.84	O
Bank Total:				\$8,387.85	
Total Of Checks:				\$42,404.34	