

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors Regular Meeting

Tuesday, September 3, 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 – September 3, 2024
- III. Approval of Board of Supervisors Meeting Minutes – August 19, 2024
- IV. Departmental Reports
 - A. Public Works Department – Mark Gross
 - B. Planning Commission – Russ Hatton
 - C. Historical Commission – Pamela Boulos
 - D. Township Solicitor – Patrick McKenna
 - E. Township Manager – Mila Carter
- V. Public Comment (Non-Agenda Items)
- VI. Old Business
- VII. New Business
 - A. Consider Third Amendment to Agreement of Sale between Westtown Township and Crebilly Farm Family Associates
 - B. Authorize Advertisement for Ordinance 2024-07 Bond Parameters
 - C. Appointment for Parks and Recreation Commission
 - D. Appointment for Zoning Hearing Board Alternate
 - E. Public Hearing to Consider Adoption of Ordinance 2024-06 Amending Chapter 170 (Zoning) Regarding Visual Arts Center
 - F. Consider Payment Application #1 (Final) to Snyder Environmental Services, Inc. for Sanitary Sewer Repairs
 - G. Consider Payment Application #1 to Eagle Contracting and Landscaping, Inc. for Thorne Drive Basin Retrofit Project
- VIII. Announcements
 - A. Director of Zoning and Code Enforcement Vacancy
 - B. Parks & Recreation Commission and the Historical Commission Vacancies
 - C. Nominations for Good Stewardship Award
 - D. History Lecture – Saturday, September 7
 - E. Yard Waste Collection – Saturday, September 14
 - F. E-Waste Event – Saturday, September 14, 2024
 - G. Westtown Day – Sunday, October 6
- 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, August 19, 2024 at 7:30 PM

Present were: Chair Tom Foster, Vice Chair Ed Yost, Police Commissioner Dick Pomerantz, Township Manager and Director of Planning and Zoning Mila Carter, Chief of Police Brenda Bernot, and Director of Finance Cindi King.

I. Pledge of Allegiance & Call to Order

Mr. Foster called the meeting to order at 7:34 PM. He stated that the meeting was being recorded on Zoom and, with a slight delay, on YouTube.

II. Board of Supervisors Summary of Workshop, August 19, 2024

Mr. Foster reported that the Board held an Executive Session tonight to discuss legal matters. In the Workshop, the Board met to learn about West Chester Communities That Care, and to accept public comments.

III. Approval of Meeting Minutes from August 05, 2024

Mr. Yost made a motion to approve the meeting minutes from August 05. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

IV. Departmental Reports

A. Westtown-East Goshen Police Department – Chief Bernot

Chief Bernot encouraged everyone to visit the WEGO website and social media sites to get the latest reports on cases that are currently being investigated, cases that were solved, and to learn about the police department's ongoing community outreach programs. She also addressed a highly publicized vandalism incident that happened at the Westtown School's property. Chief Bernot noted that although the media reports were not fully complete or correct, the fact was that someone trespassed onto the property and spray painted offensive graffiti targeted at certain racial and/or religious groups.

Chief Bernot stressed the need for open conversations between parent and child, teacher and student, and the community at large to think about the impact such a crime has on those it is directed at, and how it would feel if it was directed at you. She stated that the department will continue its investigation to reveal those responsible, and asked the public to call WEGO if they have any information. Chief Bernot stated that hate crimes will not be tolerated.

Mr. Foster agreed with the Chief and added that the Township issued a statement and sent a Listserv to reinforce the common stance on the issue.

B. Planning Commission (PC) – Jack Embick

Mr. Embick reported that the Planning Commission met on August 7th to discuss the land application proposal for the development of Chase Bank in the Westtown Marketplace shopping center. He believed that the applicant will be back once consultant comments regarding the proposal are ready to be addressed. Mr. Embick directed the Board's attention to the Planning Commissions minutes which included those comments.

Mr. Embick provided that at their next meeting there will be a proposal from a few churches to change the sign ordinance provisions to allow digital displays on lots with religious institutions, and a discussion on a sketch plan for the funeral home proposed at 1115 Wilmington Pike. He also added that amendments to the Visual Arts Center provisions will be reviewed again, and that the Commission will continue its work on changes to the fence ordinance.

Mr. Yost asked about a potential ordinance that would limit the construction of homes within specific proximity of pipelines or within the limitation as recommended by the Chester County Planning Commission. He acknowledged that the Township did not have such regulation in place and believed that the County developed a model ordinance. Mr. Yost asked whether the Planning Commission started to look into establishing such regulations. Mr. Embick stated that the Commission would be happy to consider that if the Board thinks it's a priority. He noted that the implication of pipeline setback as it relates to the Stokes Estate development was not possible because the application is already in the review process. Mr. Yost asked Mr. Embick whether he thought pipeline setbacks should be regulated. Mr. Embick believed that it was worthwhile, but acknowledged that many homes are already built in close vicinity to active pipelines. Mr. Yost asked about next steps. Ms. Carter noted that the request can come from the Board or the Commission for any ordinance amendments. Mr. Embick asked whether it was something urgent. Mr. Yost did not believe it was, but wanted to get the Commission's feedback. Mr. Foster questioned the applicability of pipeline setback provisions in the future, stating that it was too late for such provisions and reiterated that many homes in Westtown built fifty years ago are located next to pipelines, there is not much buildable land left, and establishing such setback will not be applicable to the Stokes Estate development. Mr. Yost asked what it would hurt and pointed out that if such regulations were established 20 years ago, we would not be here discussing it today. Mr. Embick noted that there would always be a redevelopment and agreed that it was important to discuss the possibility for pipeline setback.

C. Fire Marshal – Gerry DiNunzio

Mr. DiNunzio reported that there were 77 calls for service in Westtown, including fire and medical, 34 incidents in the West Chester Fire Department district and 43 in the Goshen Fire Company district. He summarized that the total year to date was 617 calls for service in Westtown. Mr. DiNunzio added that he handled a notification for a fire alarm issue at Westtown Thornbury Elementary School and a reported electrical fire at Sunrise Assisted Living Facility. Mr. DiNunzio also added that he attended hazard mitigation class for his emergency management certification.

Mr. DiNunzio expressed his support for Mr. Yost's request to look into the pipeline setbacks for future developments and expressed his concern about the Stokes Estate development's proximity to pipelines. Mr. Pomerantz commented that he agreed with the points made by Mr. Yost and Mr. Foster, and he felt that establishing a setback requirement should be a priority, but he wanted to make sure that the public is not confused by the fact that even if the Planning Commission recommended such regulations, they would NOT be relevant or influential when considering the Stokes Estate development.

Mr. Pomerantz noted that the screening of *Honorable But Broken* is tomorrow at the Chester County Public Safety Training Campus. He asked whether there would be another opportunity to see it. Mr. DiNunzio responded that he would find out. Mr. Foster heard it was a very powerful film highlighting that the issue at stake is how the community will continue to pay for their emergency management services (EMS). He noted that the requested amounts from EMS agencies have increased, which the Township does not have. Mr. DiNunzio suggested to consider an emergency services tax and provided an example of such tax in other municipalities which allowed to continue providing that level of service.

D. Finance Department – Cindi King

Ms. King reviewed the July financial report, which is available on the Township website. She highlighted several Senate and House bills that could have an effect on future budgeting. She explained that Senate Bill 656 pertaining to electric vehicle road user charge would make up for the loss in the Township's liquid fuel allocations. Ms. King also mentioned Senate Bill 978 and House Bill 1850 that would eliminate the legal advertisement requirement for CPA, and House Bill 2288 that would increase the maximum allowable compensation to Township supervisors. Ms. King also added that House Bill 2356 would require all employers to provide employees with a 30 minute paid break after working five consecutive hours.

V. Public Comment (Non-Agenda Items)

Mr. Pomerantz thanked Chief Bernot and Sergeant Ragni to allow him to accompany them to the site where vandalism has taken place. He expressed his appreciation and complimented on their great work.

VI. Old Business

There was none.

VII. New Business

A. Authorize advertisement of Ordinance 2024-06, Amending Chapter 170, Zoning, Article VII, R-3 Residence-Office District Regulations and Article XVII, Off-Street Parking and Loading, regarding a Visual Arts Center Use

Mr. Foster explained that the township solicitor has drafted an ordinance to resend the Visual Arts Center provisions from the zoning ordinance and recommends authorizing advertisement of the draft. He added that the Chester County Planning Commission has reviewed the proposed amendment pursuant to the provisions of the Pennsylvania Municipalities Planning Code, Section 609(e) and issued a review letter. Mr. Foster also provided that the Westtown Planning Commission will discuss said review letter at the upcoming meeting on Wednesday.

Mr. Yost made a motion to authorize an advertisement of Ordinance 2024-06, Amending Chapter 170, Zoning, Article VII, R-3 Residence-Office District Regulations and Article XVII, Off-Street Parking and Loading, regarding a Visual Arts Center Use. Mr. Pomerantz seconded. There was no public comment. The motion passed 3-0.

VIII. Announcements

Mr. Foster made the following announcements:

A. The Township is seeking applicants for the Director of Zoning and Code Enforcement

The full job description can be found on the Township website. Interested applicants should send their resume and letter of interest to Township Manager.

B. The Township is seeking applicants for the Parks & Recreation Commission and the Historical Commission

- Information on what each of these commissions do can be found on the Township website. Interested residents should submit a resume or brief statement of interest to the Township Manager. Applicants must be current in all municipal obligations.

C. The Township is seeking applicants for the Zoning Hearing Board alternate

- Information on responsibilities of the ZHB can be found on the Township website. Interested residents should submit a resume or brief statement of interest to the Township Manager. Applicants must be current in all municipal obligations.

- D. Parks & Recreation Commission Photo Contest** - Photos must be taken in Westtown Township. Full contest rules can be found on the P&R page of the Township website. The winners will be announced at Westtown Day on Sunday, October 6.
- E. Nominations for Good Stewardship Award** - Do you know someone in the Township who has been a good steward of their historic property? Someone who has made efforts to maintain, repair, or restore their historic home? The Historical Commission is soliciting nominations for the Good Stewardship Award. The winner will be announced at Westtown Day and awarded a plaque, which can be mounted on the outside of the property. Please send your nomination, including the property owner's name and address, to historical@westtown.org.
- F. Office Closure – Monday September 2** - The Township office will be closed for Labor Day on Monday, September 2. The Board of Supervisors will meet on Tuesday, September 3. Trash and recycling normally collected on Monday will be collected on Tuesday. As a result of the holiday, Thursday collection service will roll to Friday, September 6.
- G. Historical Commission Lecture - Saturday, September 7 at 10AM** – Author and historian Bruce Mowday will present “General Lafayette at the Battle of Brandywine.” The young Lafayette got his first taste of battle, and a wound, at the Battle of Brandywine, Sept. 11, 1777 in nearby Thornbury Township. Learn how the battle formed Lafayette's character and usefulness to General George Washington and contributed to his heroic status in the fight for American Independence. This event is free and no registration is required.
- H. Yard Waste Pick-Up – Saturday, September 14, 2024** - Yard waste must be in biodegradable paper bags or containers that can be dumped. Plastic bags are not accepted. Branches under 3” in diameter must be cut approximately 3’ in length, bundled, and tied, and placed at the curb by 7:00 AM on collection day. No rocks, logs, stumps, dirt, or ashes will be taken.
- I. E-Waste Collection Event – 9 AM to noon, Saturday, September 14, 2024** - Pre-registration is required. Fees apply to some items. Visit the Township website for details.
- J. Westtown Day – Sunday, October 6** - The Township welcomes all residents and visitors to this annual event. If you are interested in volunteering, please consider joining our Parks and Recreation Commission or email parkrec@westtown.org to learn about involvement opportunities.

IX. Public Comment (All Topics)

There was none.

X. Payment of Bills

Mr. Yost made a motion to approve the General Fund bills in the amount of \$123,348.89, Enterprise Fund bills of \$6,738.00, Capital Project Fund bills of \$153,791.17, Debt Service of \$700.38, and PLGIT P-Card of \$108,124.91 for a grand total of \$392,703.35. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

XI. Adjournment

There being no further business, Mr. Foster made a motion to adjourn the meeting at 8:05 PM.

Respectfully submitted,
Liudmila Carter
Township Manager

WESTTOWN TOWNSHIP
PUBLIC WORKS DEPARTMENT MONTHLY REPORT
AUGUST 2024

ROADS

- ◆ Continued clearing accumulated debris from stormwater inlets.
- ◆ Cut and removed encroaching vegetation at intersections for safety, and cleared guiderails and fire hydrants for visibility and access.
- ◆ Installed a new speed limit sign on Hummingbird Lane.
- ◆ Cut vegetation on the 202 billboard site due to a non-responsive owner.
- ◆ Began roadside mowing, final cut of the season.

BUILDINGS, PARKS, AND OPEN SPACE

- ◆ Mowed all grass areas three times this month.
- ◆ Hauled out approximately 30 yards of accumulated tree and vegetation debris to a composting facility.
- ◆ Repaired the rain gutters at the Public Works facility.

OAKBOURNE PARK AND MANSION

1. Continued oversight of the athletic core improvement project.
2. A contractor removed three hazard trees from the Cope tract driveway using a crane due to tree size.
3. Weekend response to remove a large storm damaged tree adjacent to the pavilion.
4. Setup field parking delineation for a large rental event.
5. Installed a new air conditioning system in the dining room and hallway of the mansion.
6. Sprayed deer repellent on newly installed shrubs at the athletic core.
7. Cut back encroaching vegetation along walking trails of the park.
8. Assisted the fire company in locating and shutting off water to a home with five feet of water in the basement due to a pipe failure.
9. Poured concrete pads and installed four new trash cans.
10. Cleaned graffiti from Tyson Park playground structure.

PARKS AND OPEN SPACE

1. Contractor performed invasive weed removal and maintenance in Tyson Park bioswale area.
2. Continued monitoring the Thorne Drive basin retrofit MS4 project.
3. Inspected playground structures for safety hazards.
4. Inspected stormwater retention basins for proper operation.

WASTEWATER

- ◆ Attended a pre-construction meeting for the Pleasant Grove Force Main replacement project.
- ◆ Installed a rental diesel pump at PGPS as a backup due to a pump failure.
- ◆ An electrician repaired a main electrical breaker failure in the motor control panel at PGPS.
- ◆ Completed the slip-lining project in the Wickerton neighborhood.

EQUIPMENT MAINTENANCE AND REPAIR

- ◆ Fabricated a control pedestal on the Powerstar boom mower.
- ◆ Serviced all mowing equipment and chainsaw engines.
- ◆ Sold two out of service mowers by auction.
- ◆ Replaced two front tires on a utility tractor.
- ◆ 67-23,24,25,26,28 – State inspected and serviced.

FUTURE PROJECTS

- ◆ Closeout of Oakbourne Park athletic core improvement project.
- ◆ Complete roadside mowing and OS field mowing.
- ◆ Install informational sign panels throughout the park.
- ◆ Continue oversight on the Thorne Drive basin conversion.
- ◆ Hazard tree removal along Oakbourne Road.
- ◆ Elevate trees along soccer field fence adjacent to S. Concord Road.
- ◆ Pave a section of WCC driveway.
- ◆ Begin Pleasant Grove force main installation project.
- ◆ Begin 2024 Road Maintenance project.
- ◆ Monitor upcoming Aqua water main installation project on Blenheim Road.
- ◆ Install air conditioning in the mansion kitchen.

MARK GROSS
DIRECTOR OF PUBLIC WORKS

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

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

Present

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

Call to Order and Pledge of Allegiance

Mr. Hatton called the meeting to order at 7:02 PM.

Adoption of Agenda (TS/JL) 5-0

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

Approval of Minutes

Motion was tabled until the next meeting due to lack of a quorum to adopt the minutes.

Announcements

None.

Public Comment – Non Agenda Items

None.

New Business

1. Ordinance Amendments - Signage

Mr. Embick stated that Advent Lutheran Church and Westminster Presbyterian Church would like to replace their existing freestanding signs with digital displays, and explained that digital displays are only permitted on lots with a principal educational or school use; therefore, the applicants requested an ordinance amendment to similarly allow digital displays on lots with religious use. He noted that Watchfire Signs set up a digital sign demonstration on the parking lot.

Mr. Crum, representative with Advent Lutheran Church, and on behalf of Westminster Presbyterian, provided some background, highlighted partnerships and the involvement of both churches in the community, shared pictures of existing signs, and sketches of new signs with digital displays. He stated that their existing signs are outdated and require manual change of letters, which is challenging and time consuming. Mr. Crum noted that Advent's congregation has already raised the funds, not realizing that digital displays are not permitted under current zoning. He added that both congregations were requesting that the Township consider the proposed amendment to include "or religious" under Section 170-1812.D(4)d. Mr. Embick explained that the Township can only control the elements of signage, such as location, size and brightness, and not the content. Mr. Crum clarified that Advent Lutheran proposes to replace the sign face with digital display and retain the overall structure, while Westminster Presbyterian proposes to replace the sign in its entirety.

Mr. Sennett felt that regulation of signage is largely aesthetic and subjective, and explained that makes it challenging to regulate, so and that the easiest thing to do is not to allow for it. Ms. Hannah, representative with Watchfire Signs, believed that digital displays are seen as ostentations or offensive when not properly regulated. She noted that Watchfire assists municipalities with their codes, and that their signs are equipped with automatic dimming and software controls, which are preset at the factory before displays are shipped. Ms. Hannah felt that presetting helps municipalities govern the signs. She cautioned that not all manufacturers provide such capability. She also noted that Watchfire follows the International Sign Association

and the Outdoor Advertising Association regulations, and other studies pertaining to signage. Mr. Sennett asked to clarify what they are. Ms. Hannah explained that the company relies on these generic guidelines to come up with what they consider right for readability and safety.

Mr. Sennett inquired about signs installed by Watchfire in Westtown or adjacent communities. Ms. Hannah could not provide examples, but offered to look into that. Mr. Lees asked about modifications to the existing sign structures. Mr. Crum noted that the sign structure for Advent Lutheran will remain, but the manual changeable display will be replaced with a digital of the same size. He stated that a completely new sign will be installed for Westminster Presbyterian. Mr. Lees asked whether the signs would be double faced. Mr. Crum confirmed they would be.

Mr. Embick asked about the difference between electronic and digital signs. Ms. Hannah believed there was no difference. Mr. Hatton inquired about the messages. Mr. Crum responded that the intent was to advertise meetings, events, and other activities happening at the church. Mr. Hatton asked whether other businesses would be permitted to use the signs for advertisement. Mr. Crum said they would not. Ms. Hannah also provided that displays can be used for emergency notifications. Ms. Hannah added that many municipalities have a requirement to register with the Federal Emergency Management Agency's (FEMA) Integrated Public Alert and Warning System (IPAWS) and state police to get those notifications. Mr. Knaub asked whether it was common. Ms. Hannah responded that it was largely requested by municipalities.

Mr. Embick asked whether the proposed signs comply with all current zoning standards for digital signage, or if any changes to other provisions are needed. Ms. Carter stated that calculations on size and verification that digital displays meet illumination and setback requirements should still be provided. Mr. Embick asked whether the Commission should consider incorporating above mentioned items into the sign ordinance. Ms. Carter believed that it would be worthwhile to look into industry guidelines for digital displays that Ms. Hannah described. Mr. Embick expressed concern that it was easy to become a church and then to apply for a digital sign. He felt that proposed signs were not objectionable, but he was concerned with the impact of proposed changes. Ms. Carter pointed out that religious use is only permitted within specific zoning districts and suggested to add provisions limiting the installation of digital displays on lots located along major roadways.

Mr. Embick asked whether digital signs create more distraction to motorists as compared to non-digital signs. Mr. Crum pointed out there are already digital signs in the Township, and the proposed displays would be 3 by 7 feet and 4 by 6 feet. Mr. Embick inquired about safeguards against malware attacks. Ms. Hannah explained that Watchfire has its own proprietary software that is approved by the governments and their communication is done through modems with all security protocols in place.

Mr. Embick wondered about displays' impact on the environment and wildlife. Leah Hrachovec, Pastor with Westminster Presbyterian, explained that these signs use less electricity and will be turned off overnight. Mr. Sennett asked about target audience. Mr. Crum explained that they wanted to attract public interest in community activities. Chris Frantz, Pastor with Advent Lutheran, noted that several partners contributed towards the displays, due to value they bring in reaching out to broader community.

Mr. Embick wondered about scenic implications such as blocking of views and vistas, and the impact on neighbors. Mr. Frantz didn't believe there would be any negative impacts. Mr. Lees asked about potential of vandalism. Mr. Frantz provided there was none and attributed it to the light emitted by the signs. Ms. Hannah added that the signs will be set to turn off at specific time to reduce light pollution. Mr. Embick asked whether the applicants would be in agreement with a requirement of a cessation of light from the sign at a particular hour. Ms. Hannah agreed.

Mr. Pomerantz, 1005 Robin Drive, questioned rationale behind the limitations of digital displays and expressed his support for the proposed signs that he believed would be elegant and simple. He also suggested contacting the Westtown-East Goshen (WEGO) Police Chief to get her feedback. Mr. Sennett expressed that there seemed to be a considerable amount of resources available for the Commission to explore in detail, including work done by other municipalities on this subject matter, but this research would require time.

The Commission and meeting attendees left the meeting room to look at the digital display presented outside. Mr. Patel, 811 E Sage Road, made a suggestion that the main items to consider when it comes to digital displays are message duration, illumination, brightness, color intensity, and font sizes.

After reconvening in the meeting hall, Mr. Embick stated that the Commission needs more information about the nature of digital signs, and summarized that the main items to look into might be illumination, message frequency, and timing. Ms. Carter suggested two options to consider: to recommend approval of proposed ordinance amendment, which was a fairly quick process, or to look into specifics of digital signs to evaluate all potential changes to the ordinance, which will take more time. The Commission thought that digital sign provisions shall be fully evaluated. Mr. Embick asked about the desired timing. Mr. Crum responded that they were ready for installation. Ms. Carter suggested to review guidelines and information provided by Ms. Hannah, to evaluate the most recent digital sign ordinances, and to provide recommendations for potential changes. The Commission agreed to that suggestion.

2. Sketch Plan for Funeral Home – 1115 Wilmington Pike & 12 E Pleasant Grove Road

Mr. Embick explained that the owners, John and Bonnie Ruffenach, propose to develop the property at 1115 Wilmington Pike with a funeral home, where currently there is a 2-story stone dwelling. He added that the property is located within the Planned Office Campus (POC) Zoning District, where a funeral home is a permitted by right use. The property at 12 E Pleasant Grove Road is located within R-1 Residential Zoning District where a funeral home is not a permitted by right use. Mr. Embick announced that the applicant was seeking an access easement across the Township-owned property where the Township Public Works facility is located.

Stephen Fortwangler, the architect with PM Design Group, presented a sketch plan for construction of a funeral home, parking areas, stormwater management facility, and driveway across the Township-owned property. He explained that the applicant would like to extend the driveway between the two properties to have a direct access to the church across E. Pleasant Grove Road. He added that the purpose of tonight's presentation was to get an initial feedback on the proposed plan and access easement.

Mr. Lees asked how the public utilities for the property be serviced. Mr. Fortwangler responded that they would like to tap into both public sewer and water. Mr. Ruffenach confirmed that the property is currently on a well and onsite septic system. Mr. Sennett questioned the reasoning behind the secondary access. Mr. Ruffenach explained that it was more desirable to access the property from E Pleasant Grove Road than Wilmington Pike. Mr. Sennett expressed concerns about additional traffic volumes and traffic impact on E. Pleasant Grove Road and surrounding neighborhoods. He asked whether the applicant would consider completing a traffic study, which he felt was important in order to provide recommendations. Mr. Ruffenach agreed with that suggestion. Mr. Hatton asked whether the applicant has discussed the proposal with adjacent neighbors. Mr. Ruffenach explained there was one neighbor who has previously expressed concerns pertaining to the wetlands. He stated that John Lister, an engineer, who worked on the project previously, has addressed her concerns and pointed out to the areas of delineated wetlands on the plan. Mr. Sennett asked whether the applicant considered Kolbe Lane for access. Mr. Ruffenach pointed out there were significant areas of wetlands limiting such access, and that the neighbors would not be supportive of access from Kolbe Lane.

Mr. Knaub raised questions about funeral procession accessing Wilmington Pike in a safe manner. Mr. Ruffenach stated that it would be done via E Pleasant Grove Road and Skiles Boulevard avoiding the direct access onto Route 202, which could be dangerous. Mr. Ruffenach also provided that the parcel at 1115 Wilmington Pike contains a historic home that he intends to preserve and reuse. He summarized the history of the house and explained that there were tenants living there previously, and now he would like to redevelop the property with his son and daughter coming into this business. Mr. Ruffenach also stated that most funerals now bring 12 to 15 cars, and he observed over the years that funerals became more private. He explained that in case of a larger funeral, they would create a plan, hire extra help, and use churches for additional assistance. Mr. Embick asked whether their hope was to use St. Maximillian Church across the road. Mr. Ruffenach stated that they would rely on St. Max.

Mr. Embick asked whether the use of a residential parcel for an access requires a variance. Ms. Carter explained that the parcel is located in R-1 Residential District where funeral home is not a permitted by right use and asked to clarify the intended use of the property. Mr. Ruffenach stated that he intended to continue using it as a residence, with the access driveway to the funeral home through the parcel. Ms. Carter cautioned that the proposed driveway might surpass the allowable impervious coverage for the lot. Mr. Embick believed that the variance is needed because the use of the funeral business will be incorporated in the residential parcel.

Mr. Embick asked about potential benefits and risks to the Township of granting such easement. Mr. Ruffenach believed that the area with easement was no use to anyone else and that an old building will be preserved and reused. Mr. Embick noted that the building is included in the Westtown Historic Resources inventory.

Mr. Embick asked whether the secondary access was required. Mr. Ruffenach provided that based on his experience, such access was highly needed from a safety standpoint. Mr. Embick asked whether Mr. Ruffenach expected most traffic to access the funeral home via E Pleasant Grove Road. Mr. Ruffenach believed that would be the case, and suggested installing a gate at the access point. Mr. Embick provided that traffic on E. Pleasant Grove Road has been a subject of many complaints to the Township. He asked if any studies of environmental consequences for the construction of a driveway in the proposed location had been done. Mr. Ruffenach noted there were no bog turtles or bog turtle habitat. Mr. Embick pointed out that the driveway would cross wetlands. Mr. Fortwangler responded that he would check with the engineer who completed the plan, because there should be no wetlands in that location.

Mr. Sennett believed that it was not beneficial for the Township for the parcel to be idle and it was not bringing any value and was supportive of an idea to redevelop the property as long as the issues discussed, including traffic concerns, are addressed. Mr. Lees also noted that the applicant would have to work with PennDOT to relocate the access along Route 202. Mr. Embick suggested for a traffic impact study as well as confirmation that the proposed drive will not go through wetlands or put a negative impact on Township wildlife. Mr. Ruffenach agreed.

Old Business

1. Ordinance Amendments – Visual Arts Center (VAC)

Mr. Embick explained that the Chester County Planning Commission has reviewed the proposed 2024-06 Zoning Ordinance amendment pursuant to the provisions of the Pennsylvania Municipalities Planning Code, Section 609(e) and issued a review letter which was supportive of proposed changes. Mr. Sennett made a motion to recommend to the Board of Supervisors the adoption of amendments as proposed in the ordinance. Mr. Lees seconded, there was no public comment. The motion passed 5-0.

2. Ordinance Amendments – Fences

Mr. Sennett spoke on the behalf of the subcommittee that met to discuss the potential changes.

He went over the document that summarized the recommendations that resulted from that discussion. Mr. Sennett recapped that the subcommittee discussed the intent of fence provisions. He also stressed the importance of reasoning and principles behind fence provisions. Mr. Sennett questioned the reasoning behind requesting permits for all fences exceeding 40 feet in length, but after thorough discussion decided that it made sense as it might represent the needed length to enclose at least 50 percent of one side of the property. Mr. Sennett also provided recommendation to regulate all fences on a property.

Mr. Embick agreed there were benefits to fences such as privacy and security, and detriments such as aesthetics, cohesion with community's character, light, safety, and interference with the environment. He also noted that parallel fences create fire danger. Mr. Sennett noted there was a concern with the lack of maintenance on public safety. Ms. Carter pointed out that the Township does not have any provisions for fence foundations; therefore, some may not be set in concrete, which might be needed depending on the type of a fence. The Commission agreed that such provisions should be considered.

Mr. Sennett recapped a recommendation to continue with the maximum allowable height of fence of six (6) feet in back and rear yards, but decrease the allowable height in the front yard to four (4) feet. He provided the rationale that six feet was aligned with human scale and afforded reasonable privacy without completely restricting light and air. Anything higher than that would feel like an enclosure. Discussion followed about type of fences that should be permitted within the front yard and potential prohibition on specific materials. Mr. Sennett recommended to consider limiting fences enclosing recreational facilities to specific type. Mr. Embick suggested to also look into defining recreational activity and potentially limiting its surface size for residential properties. Mr. Sennett also brought up the potential need for property surveys and designated setback to allow for fence maintenance. Ms. Carter stated that currently, as long as there is no encroachment, the fence can be installed, but the Township requests at least six inches from the property lines to decrease the potential for encroachment. She noted that the Township does not require property surveys to be done, and expressed concern that a large setback requirement would impede smaller lots. Mr. Embick felt that a property survey as important, and asked the Commission's feedback on appropriate setback requirement. Mr. Sennett felt that it was not right that the adjacent owner was left with maintaining the other side of the fence. The Commission decided on a one foot setback from the property line, which they felt would provide enough space for maintenance.

Mr. Sennett asked for more guidance on the extent to which fence materials could be regulated. Ms. Carter said she would contact the Township solicitor on that topic. Mr. Sennett also suggested to provide provisions for garden fences, but felt that no permit should be required for those. He also recommended requiring fences within the front yards to have gates for emergency access and safety. Mr. Sennett stated that the subcommittee did not see a need for deer fences. The Commission agreed with these suggestions.

Public Comment

Mr. Patel recapped his reasoning for requesting an 8 foot fence and asked the Planning Commission to reconsider. Mr. Embick noted that Mr. Patel applied for a variance for said fence with the Zoning Hearing Board, which was denied and that the Planning Commission did not see a reason to increase the height of permitted fences. He pointed out that Mr. Patel's fence was not permitted and should be removed or decreased in height to comply with the standards.

Reports

1. Mr. Embick tabled the BOS report until the next meeting.

Adjournment (TS/) 5-0

The meeting was adjourned at 9:52 PM.

Next PC Meeting:

- **September 4, 2024, 7:00 PM**

PC Representative at next Board of Supervisors Meeting:

- **Monday September 3, 2024, 7:30 PM** – Russ Hatton

Respectfully submitted,
Mila Carter
Planning Commission Secretary

DRAFT

THIRD AMENDMENT TO AGREEMENT OF SALE

THIS THIRD AMENDMENT TO AGREEMENT OF SALE (this “**Amendment**”) made as of September 3, 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, and a Second Amendment to Agreement of Sale dated as of March 18, 2024 (as amended, 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.

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

1. 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 ensuring Buyer’s interest in the Purchase Area or at another location that is mutually agreeable to Buyer and Seller no later than December 18, 2024.

2. Termination Rights. Section 16 of the AOS is deleted.

3. Funding Gap. Seller will be obligated to fund the then remaining Funding Gap which the parties agree is \$2,765,686.00 and Buyer will be obligated to fund any then remaining Funding Gap in excess of \$2,265,686 up to \$500,000. Any grant funds received in reduction of the current \$2,765,686 Funding Gap will first reduce Buyer’s \$500,000 funding commitment and Seller’s \$2,265,686 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.

4. 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.

5. 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.

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 NO. 24-__
OF THE
BOARD OF SUPERVISORS
TOWNSHIP OF WESTTOWN
CHESTER COUNTY, PENNSYLVANIA

AUTHORIZING AND DIRECTING THE INCURRENCE OF NONELECTORAL DEBT OF THE TOWNSHIP OF WESTTOWN, CHESTER COUNTY, PENNSYLVANIA (THE "TOWNSHIP") THROUGH THE ISSUANCE OF TWO SERIES OF GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT CURRENTLY ESTIMATED NOT TO EXCEED \$12,000,000 TO PROVIDE FUNDS FOR AND TOWARDS: (1) FINANCING SOME OR ALL OF THE COSTS OF THE ACQUISITION OF REAL PROPERTY FOR OPEN SPACE PURPOSES; AND (2) FINANCING CAPITALIZED INTEREST AND (3) PAYING THE COSTS OF ISSUING THE BONDS; DIRECTING THE PROPER OFFICERS TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT, BORROWING BASE CERTIFICATE AND EXCLUSION PROCEEDINGS (IF APPLICABLE); COVENANTING THAT THE TOWNSHIP SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; PROVIDING FOR FULLY REGISTERED BONDS, DATING OF THE BONDS, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND MAXIMUM PRINCIPAL MATURITY AMOUNTS AND FIXING THE MAXIMUM RATES OF INTEREST ON THE BONDS; PROVIDING FOR BOOK-ENTRY BONDS UPON ORIGINAL ISSUANCE; PROVIDING FOR REPLACEMENT BONDS; AUTHORIZING THE PROPER OFFICERS OF THE TOWNSHIP TO CONTRACT WITH A BANK OR BANK AND TRUST COMPANY FOR ITS SERVICES AS SINKING FUND DEPOSITARY, PAYING AGENT AND REGISTRAR; STATING A COVENANT AS TO PAYMENT OF PRINCIPAL AND INTEREST WITHOUT DEDUCTION FOR CERTAIN TAXES; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF BONDS; PROVIDING FOR FACSIMILE SIGNATURES AND SEAL AND AUTHENTICATION; APPROVING THE FORM OF THE BONDS, PAYING AGENT'S AUTHENTICATION CERTIFICATE AND ASSIGNMENT AND PROVIDING FOR CUSIP NUMBERS TO BE PRINTED ON THE BONDS; PROVIDING FOR TEMPORARY BONDS; PROVIDING FOR A NEGOTIATED SALE AND STATING THAT SUCH METHOD OF SALE IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP; ESTABLISHING A SINKING FUND; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS FOR INCURRING AND EXCLUDING NONELECTORAL DEBT; COVENANTING THAT THE PROCEEDS OF THE BONDS SHALL NOT BE USED IN SUCH A MANNER AS TO CAUSE THE BONDS TO BE ARBITRAGE BONDS AND MAKING OTHER NECESSARY REPRESENTATIONS UNDER FEDERAL TAX LAW PROVISIONS; MAKING CERTAIN TAX REPRESENTATIONS AND DESIGNATING EACH SERIES OF BONDS AS A "QUALIFIED TAX-EXEMPT

OBLIGATION" TO THE EXTENT AVAILABLE; APPROVING THE CONTENT AND FORM OF A PRELIMINARY OFFICIAL STATEMENT AND DISTRIBUTION THEREOF AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT; AUTHORIZING CONTINUING DISCLOSURE; AUTHORIZING THE PROPER OFFICERS OF THE TOWNSHIP TO DO ALL THINGS NECESSARY TO CARRY OUT THE PURPOSES OF THE ORDINANCE AND TO PAY.

The Board of Supervisors (the "Governing Body") of the Township of Westtown, Chester County, Pennsylvania (the "Township"), pursuant to the Pennsylvania Local Government Unit Debt Act, as amended (the "Act"), hereby ordains and enacts as follows:

Section 1. Incurrence of Debt; Amount and Purpose of Bonds.

The Governing Body of the Township hereby authorizes and directs the incurring of nonelectoral debt through the issuance of two series as described herein (collectively, the "Bonds") of the Township in the maximum aggregate principal amount of Twelve Million Dollars (\$12,000,000) for the purpose of providing funds to finance (1) some or all of the costs of the acquisition of real property for open space purposes; (2) capitalized interest and (3) the costs of issuing the Bonds (collectively, the "Project").

Section 2. Declaration of Useful Lives of the components of the Project. The realistic estimated useful lives of the components of the Project is hereby declared to be 30 years as shown on Exhibit "B" hereto and incorporated herein.

Section 3. Debt Statement and Borrowing Base Certificate Filing. The Chair or Vice-Chair of the Governing Body and the Secretary of the Township are hereby authorized and directed to prepare and certify a Debt Statement required by Section 8110 of the Act, a Borrowing Base Certificate and exclusion proceedings, as determined to be applicable.

Section 4. Covenant to Pay Bonds. The Township hereby covenants with the registered owners from time to time of the Bonds that the Township shall (i) include the amount of the debt service for the Bonds for each fiscal year in which such sums are payable in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay, or cause to be paid, from its sinking fund or any other of its revenues or funds the principal of, and the interest on, the Bonds at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Township pledges its full faith, credit and taxing power. As provided by the Act, this covenant shall be specifically enforceable.

Section 5. Description of Bonds; Maturity Schedule; Redemption of Bonds; Notices of Redemption.

(a) The Bonds may be issued in one or more series from time to time in amounts determined at the time of sale specified in the applicable Addendum (the "Addendum") to the Bond Purchase Agreement accepted by Section 11 hereof promulgated for each series, shall be in fully registered form without coupons, shall be numbered, shall be in the denomination of \$5,000 or any integral multiple thereof, shall be dated as of the date of delivery thereof and shall bear interest from the dates, at the rates provided in this Section 5, until maturity or prior redemption, and as set forth in the form of Bond attached hereto as Exhibit "A" and made a part hereof. The Bonds are currently intended to be issued in two series, General Obligation Bonds, Series A and Series B of 2024, in the maximum aggregate principal amount of \$12,000,000.

(b) The Bonds, upon original issuance, shall be issued in the form of a single, fully registered bond for each maturity of the Bonds, in denominations equal to the principal amount of the Bonds maturing on each such date, and shall be delivered to The Depository Trust Company in New York, New York, its successors and assigns (the "Securities Depository") or its nominee, CEDE & CO. Each such Bond shall be registered on the registration books kept by the Paying Agent (as hereinafter defined), appointed in Section 6 hereof, as registrar and transfer agent, in the name of the Securities Depository or, at the Securities Depository's option, in the name of CEDE & CO., as the Securities Depository's nominee, and no beneficial owners thereof will receive certificates representing their respective interests in such Bonds, except in the event the Paying Agent, on behalf of the Township, issues Replacement Bonds as provided in subparagraph (d) below.

(c) The Township has executed and delivered a Blanket Issuer Letter of Representation, dated May 5, 2016 to the Securities Depository (the "Representation Letter"). The execution and delivery by the Township of the Representation Letter does not in any way limit any undertaking or arrangement contemplated or provided herein in respect of the Securities Depository or the book-entry registration, payment and notification system or in any other way impose upon the Township or the Paying Agent any obligation whatsoever with respect to beneficial owners having interests in the Bonds, any such obligation extending solely to the registered owners of the Bonds as shown on the registration books kept by the Paying Agent. The Paying Agent shall take all action necessary for all representations of the Township in the Representation Letter with respect to the Paying Agent to be complied with at all times.

(d) If the Township determines either:

(i) that the Securities Depository is unable to properly discharge its responsibilities; or

(ii) that the interests of the beneficial owners of the Bonds would be adversely affected by the continuation of the book-entry system of transfer;

then the Paying Agent shall notify the Securities Depository and request the Securities Depository to notify its Participants of the Township's determination and of the availability of certificates with respect to beneficial interests in the Bonds. The Paying Agent shall cause certificates (the "Replacement Bonds") to be prepared, at the Township's expense, for delivery to such beneficial owners, or their nominees, making such adjustments and allowances as it may find necessary or appropriate as to the date of such certificates, accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate only to the period of time when the Securities Depository has possession of at least one Bond and shall be applicable only to such Bond held. Upon issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent or alternate or successor paying agent, to the extent applicable with respect to such Replacement Bonds.

In the event the Securities Depository resigns or the Township makes the determination set forth in (i) above and the Paying Agent or beneficial owners of the Bonds are unable to locate a qualified successor, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds with respect to the interests of the beneficial owners of the Bonds or certificates with respect to the respective interests of the Participants, or a combination of both, all at the option of the Participants.

If the date for payment of the principal or redemption price of, and interest on, the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

(e) The Bonds shall bear interest, until maturity or prior redemption, at the rates set forth in the final Bond Purchase Agreement authorized in Section 11 hereof, but not exceeding the rate set forth below per annum, and shall mature or be subject to mandatory redemptions in amounts not to exceed those set forth below and on December 15 of certain years, all as follows:

Maximum Principal Amount	Maximum Interest Rate	Maturity Year
\$		

The stated maturities of the Bonds have been fixed in compliance with Section 8142(b)(2) of the Act.

(f) Optional Redemption: The Bonds will be subject to redemption prior to maturity at the option of the Township on the date, if any, provided in the Addendum.

(g) Mandatory Redemption: In lieu of the maturities set forth in (e) above, the Bonds may be subject to mandatory redemption prior to maturity, in principal amounts not exceeding those listed above, in part, by lot, in direct order of maturity, from moneys to be deposited in the Sinking Fund established under Section 12 of this Ordinance, at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

(h) If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, a Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000; each \$5,000 portion of such Bond being subject to redemption. In the case of partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

(i) The Paying Agent is hereby authorized and directed, (1) upon notification by the Township of its option to redeem Bonds in part, to select by lot the particular Bonds or portions thereof to be redeemed, and (2) upon notification by the Township of its option to redeem Bonds in whole or in part, to cause a notice of redemption to be given once by first-class United States mail, postage prepaid, or by another method of giving notice acceptable to the Paying Agent and customarily used by fiduciaries for similar notices at the time such notice is given, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to each registered owner of Bonds to be redeemed. Such notice shall be mailed to the address of such registered owner appearing on the registration books of the Paying Agent, unless such notice is waived by the registered owner of the Bonds to be redeemed. Any such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed, including CUSIP numbers, if applicable, which may, if appropriate, be expressed in designated blocks of numbers (and, in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the place where such Bonds are to be surrendered for payment, shall state the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable and from such redemption date interest will cease to accrue. Failure to give any notice of redemption or any defect in the notice or in the giving thereof to the registered owner of any Bond to be redeemed shall not affect the validity of the redemption as to other Bonds for which proper notice shall have been given. The costs incurred for such redemptions shall be paid by the Township.

(j) In addition to the notice described in paragraph (i) hereof, further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above:

(1) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption, plus (A) the date of issue of the Bonds as originally issued; (B) the rate of interest borne by each Bond being redeemed; (C) the maturity date of each Bond being redeemed; and (D) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be sent at least thirty (30) days before the redemption date electronically or by registered or certified mail or overnight delivery service (i) to each rating agency then rating the Bonds, or their respective successors, if any, and (ii) to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA"). The foregoing notice of redemption shall be sent to the Securities Depository not less than thirty and not more than sixty (60) days prior to the redemption date by facsimile transmission, certified or registered mail, overnight delivery service or an electronic or other secure method which enables the Paying Agent subsequently to verify the transmission of such notice.

(3) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The notices required to be given by this Section shall state that no representation is made as to the correctness or accuracy of CUSIP numbers listed in such notice or stated on the Bonds.

(k) In lieu of redeeming the principal amount of any Bonds on a mandatory redemption date, or any portion thereof, the Township or the Paying Agent with the approval of the Township, may apply the moneys required to be deposited in the Sinking Fund (as hereinafter defined) to the purchase of a like amount of Bonds at prices not in excess of the principal amount thereof, provided that the following provisions are met:

(1) no purchase of any Bonds of any later maturity shall be made if any Bonds of any earlier maturity will remain outstanding; and

(2) firm commitments for the purchase must be made prior to the time notice of redemption would otherwise be required to be given; and

(3) if Bonds aggregating the amount required to be redeemed cannot be purchased, a principal amount of such Bonds equal to the difference between the

principal amount required to be redeemed and the amount purchased shall be paid to the Township.

If at the time of the mailing of any notice of redemption the Township shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is conditional, that is, subject to the deposit or transfer of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds and portions thereof shall cease to be entitled to any benefit or security under the Ordinance, and registered owners of such Bonds shall have no rights with respect to such Bonds, except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption.

Section 6. Paying Agent, Sinking Fund Depository and Registrar; Payment of Principal and Interest without Deduction for Taxes. The proper officers of the Township are hereby authorized and directed to contract with U.S. Bank Trust Company, National Association (the "Paying Agent") for its services as sinking fund depository, paying agent and registrar with respect to the Bonds, and such Bank is hereby appointed to act in such capacities with respect to the Bonds.

The principal or redemption price of the Bonds shall be payable to the registered owner of each Bond, as shown on the registration books of the Township on the date of payment in lawful money of the United States of America upon surrender of the Bonds, when due, at the designated corporate trust office of the Paying Agent or at the designated office of any additional or appointed alternate or successor paying agent or agents. Interest on the Bonds shall be paid by check, mailed to the person in whose name such Bond is registered, at his address as it appears on the registration books maintained by or on behalf of the Township, as of the close of business on the last day of the calendar month (whether or not a business day) immediately preceding each interest payment date in question (the "Regular Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Regular Record Date and prior to such interest payment date. If the Township shall default in the payment of interest due on such interest payment date, such interest shall thereupon cease to be payable to the registered owners of the Bonds shown on the registration books as of the Regular Record Date. Whenever moneys thereafter become available for the payment of the defaulted interest, the Paying Agent, on behalf of the Township, shall immediately establish a "special record date" (which shall be a business day) relating thereto (the "Special Record Date") and shall mail a notice of such date to the registered owners of the Bonds at least fifteen (15) days prior to the Special Record Date. Such notice shall be mailed to the registered owner of the Bonds as shown on the registration books kept by the Paying Agent on the fifth (5th) day preceding the date of mailing. The Special Record date shall

be at least ten (10) days but not more than fifteen (15) days prior to the special interest payment date. The defaulted interest shall be paid on the special interest payment date by check mailed to the registered owners of the Bonds, as shown on the registration books kept by the Paying Agent as of the close of business on the special record date.

So long as any Bonds are registered in the name of the Securities Depository or its nominee, to the extent available, the Paying Agent shall transfer, on each interest and principal payment date, the amount of interest and principal due on each such date to the Securities Depository, which amounts so transferred, shall be, on the interest and principal payment date, at the principal office of the Securities Depository, "good funds same day" or otherwise in accordance with the procedures established from time to time by the Securities Depository. All payments made by the Paying Agent to the Securities Depository or its nominee shall fully satisfy the Township's obligations to pay principal and interest, and any applicable redemption premium, on the Bonds to the extent of such payments, and no beneficial owner of any Bond registered in the name of the Securities Depository or its nominee shall have any recourse against the Township hereunder for any failure by the Securities Depository or any Participant therein to remit such payments to the beneficial owners of such Bonds.

The principal or redemption price of, and interest on, the Bonds are payable without deduction for any tax or taxes, except gift, succession, franchise, excise or inheritance taxes, now or hereafter levied or assessed thereon under any present or future laws of the Commonwealth of Pennsylvania, all of which taxes, except as above provided, the Township assumes and agrees to pay.

Section 7. Registration, Transfer and Exchange of Bonds. The Township shall keep, at the corporate trust office of the Paying Agent, as registrar, books for the registration, transfer and exchange of Bonds. The Governing Body hereby authorizes and directs the Paying Agent, as registrar and transfer agent, to keep such books and to make such transfers or exchanges on behalf of the Township.

The ownership of each Bond shall be recorded in the registration books of the Township, which shall contain such information as is necessary for the proper discharge of the Paying Agent's duties hereunder as Paying Agent, registrar and transfer agent.

The Bonds may be transferred or exchanged as follows:

(a) Any Bond may be transferred if endorsed for such transfer by the registered owner thereof and surrendered by such owner or his duly appointed attorney or other legal representative at the corporate trust office of the Paying Agent, whereupon the Paying Agent shall authenticate and deliver to the transferee a new Bond or Bonds of the same maturity and in the same denomination as the Bond surrendered for transfer or in different authorized denominations equal in the aggregate to the principal amount of the surrendered Bond.

(b) Bonds of a particular maturity may be exchanged for one or more Bonds of the same maturity and in the same principal amount, but in a different authorized denomination or denominations. Each Bond so to be exchanged shall be surrendered by the registered owner thereof or his duly appointed attorney or other legal representative at the corporate trust office of the Paying Agent, whereupon a new Bond or Bonds shall be authenticated and delivered to the registered owner.

(c) In the case of any Bond properly surrendered for partial redemption, the Paying Agent shall authenticate and deliver a new Bond in exchange therefor, such new Bond to be of the same maturity and in a denomination equal to the unredeemed principal amount of the surrendered Bond; provided that, at its option, the Paying Agent may certify the amount and date of partial redemption upon the partial redemption certificate, if any, printed on the surrendered Bond and return such surrendered Bond to the registered owner in lieu of an exchange.

Except as provided in subparagraph (c) above, the Paying Agent shall not be required to effect any transfer or exchange during the fifteen (15) days immediately preceding the date of mailing of any such notice or at any time following the mailing of any such notice, if the Bond to be transferred or exchanged has been called for such redemption. No charge shall be imposed in connection with any transfer or exchange except for taxes or governmental charges related thereto.

No transfers or exchanges shall be valid for any purposes hereunder except as provided above.

New Bonds delivered upon any transfer or exchange shall be valid general obligations of the Township, evidencing the same debt as the Bonds surrendered.

The Township and the Paying Agent may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and any notice to the contrary shall not be binding upon the Township or the Paying Agent.

Section 8. Execution of Bonds. The Bonds shall be executed by the manual or facsimile signature of the Chair or Vice-Chair of the Governing Body and shall have the corporate seal of the Township or a facsimile thereof affixed thereto, duly attested by the manual or facsimile signature of the Secretary of the Township, and the said officers are hereby authorized and directed to execute the Bonds in such manner. The Chair or Vice-Chair of the Governing Body is authorized and directed to deliver, or cause to be delivered, the Bonds to the purchaser thereof against the full balance of the purchase price therefor. The Bonds shall be authenticated by the Paying Agent.

Section 9. Form of Bonds; CUSIP Numbers. The form of the Bonds, Paying Agent's authentication certificate and assignment shall be substantially as set forth in Exhibit "A" attached hereto.

The Bonds shall be executed in substantially the form as set forth in Exhibit "A" hereto with such appropriate changes, additions or deletions as may be approved by the officers executing the Bonds in the manner provided in Section 8 hereof or as may be required by the Bond Purchase Agreement accepted pursuant to Section 11 hereof; such execution shall constitute approval by such officers on behalf of the Governing Body. The opinion of bond counsel is authorized and directed to be printed upon the Bonds.

The Township, pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures (CUSIP) has caused CUSIP numbers to be printed on the Bonds. No representation is made as to the accuracy of said numbers either as printed on the Bonds or as contained in any notice of redemption, and the Township shall have no liability of any sort with respect thereto. Reliance with respect to any redemption notice with respect to the Bonds may be placed only on the identification numbers printed thereon.

Section 10. Temporary Bonds. Until Bonds in definitive form are ready for delivery, the proper officers of the Governing Body may execute and, upon their request in writing, the Paying Agent shall authenticate and deliver in lieu of such Bonds in definitive form, one or more printed or typewritten bonds in temporary form, substantially of the tenor of the Bonds hereinbefore described with appropriate omissions, variations and insertions, as may be required. Such bond or bonds in temporary form may be for the principal amount of Five Thousand Dollars (\$5,000.00) or any whole multiple or multiples thereof, as such officers may determine. The aforesaid officers, without unnecessary delay, shall prepare, execute and deliver Bonds in definitive form to the Paying Agent, and thereupon, upon presentation and surrender of the bond or bonds in temporary form, the Paying Agent shall authenticate and deliver, in exchange therefor, Bonds in definitive form in an authorized denomination of the same maturity for the same aggregate principal amount as the bond or bonds in temporary form surrendered. Such exchange shall be made by the Township at its own expense and without any charge therefor. Until so exchanged, the temporary bond or bonds shall be in full force and effect according to their terms.

Section 11. Manner of Sale; Award of Bonds; Bid Price; Range of Interest Rates. The Governing Body of the Township after due deliberation and investigation, has found that a sale by negotiation is in the best financial interest of the Township and based upon such finding the Governing Body of the Township hereby authorizes awarding the Bonds, at a private sale, to Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), upon the terms as set forth in the Addendum or Addenda (the "Addendum") to the Bond Purchase Agreement, each of which is attached hereto and incorporated herein and made a part hereof (collectively, the "Bond Purchase Agreement"). The Chairperson or Vice-Chairperson of the Governing Body and the Secretary of the Township are further authorized, upon favorable recommendation from the Township Manager, to accept an Addendum to the Bond Purchase Agreement presented by the Underwriter, provided that the terms comply with the parameters set forth in this Ordinance, within the parameters set forth in Section 5 hereof as to annual

interest rate (or yield, if higher) and maturity or mandatory redemption amount (net of any original issue discount).

Section 12. Sinking Fund; Appropriation of Annual Amounts for Payment of Debt Service. There is hereby established a separate sinking fund for the Township to be known as "Sinking Fund - Township of Westtown, 2024 General Obligation Bonds" (the "Sinking Fund") and into the Sinking Fund there shall be paid when and as required, all moneys necessary to pay the debt service on the Bonds, and the Sinking Fund shall be applied exclusively to the payment of the interest covenanted to be paid upon the Bonds and to the principal thereof at maturity or prior redemption and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid.

The Paying Agent, as Sinking Fund Depository, is hereby authorized and directed to pay from the Sinking Fund the principal or redemption price of and interest on the Bonds as the same become due and payable in accordance with the terms thereof and the Township hereby covenants that such moneys, to the extent required, will be applied to such purpose.

All moneys deposited in the Sinking Fund for the payment of the Bonds which have not been claimed by the registered owner thereof after two years from the date when payment is due, except where such moneys are held for the payment of outstanding checks, drafts or other instruments of the Sinking Fund Depository, shall be returned to the Township. Nothing contained herein shall relieve the Township of its liability to the registered owners of the unrepresented Bonds.

In each of the fiscal years set forth in the final Bond Purchase Agreement the amounts set forth therein shall be pledged to pay the debt service on the Bonds, and such amounts are annually hereby appropriated to the Sinking Fund for the payment thereof.

Section 13. Debt Proceedings. The Secretary of the Township is hereby authorized and directed to certify to and file with the Department, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the increase and exclusion of debt authorized hereunder, including the debt statement, borrowing base certificate and exclusion proceedings, if applicable, and to pay the filing fees necessary in connection therewith.

Section 14. Tax Covenant and Representations. The Township hereby covenants that:

(a) The Township will make no use of the proceeds of the Bonds at any time during the term thereof which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the United States Internal Revenue Code of 1986, as amended (the "Code"), and all applicable regulations and that it will comply with the requirements of all Code sections and regulations necessary to ensure that the Bonds are described in

Code Section 103(a) and not described in Section 103(b) throughout the term of the Bonds.

(b) In order to ensure that the registered owner of the Bonds, if it is a financial institution, will not be subject to certain provisions of the Code as a result of acquiring and carrying the Bonds, the Township hereby designates each series of the Bonds as a “qualified tax-exempt obligation,” within the meaning of Code section 265(b)(3)(B) to the extent available, and the Township hereby covenants that it will take such steps as may be necessary to cause each series of the Bonds to continue to be an obligation described in such Code section during the period in which each series of the Bonds is outstanding. The Township represents that it has not issued, and does not reasonably anticipate issuing, tax-exempt obligations which, when combined with the Bonds, will result in more than \$10,000,000 of tax-exempt obligations being issued in the calendar year in which the Bonds are issued. For purposes only of the foregoing sentence, the term “tax-exempt obligations” shall include any “qualified 501(c)(3) bond,” as defined in Code section 145, but shall not include any other “private activity bond,” as defined in Code section 141(a), any obligation which would be an “industrial development bond” or a “private loan bond” as defined in sections 103(b)(2) and 103(o)(2)(a) of the Internal Revenue Code of 1954, as amended, but for the fact that it is issued pursuant to section 1312, 1313, 1316(g) or 1317 of the Tax Reform Act of 1986, or any obligation issued to currently refund any obligation to the extent the amount thereof does not exceed the outstanding amount of the refunded obligation.

Section 15. Preliminary Official Statement; Official Statement. The Chairperson or Vice-Chairperson, Township Manager and Bond Counsel are hereby authorized to approve the Preliminary Official Statement for the Bonds in the form presented or to be prepared in connection with the public offering and sale of the Bonds by the Underwriter, and such Preliminary Official Statement as so approved shall be “deemed final” by the Township as of its date for purposes of United States Securities and Exchange Commission Rule 15c2-12. A final Official Statement to be dated on or about the date of the Addendum to the Bond Purchase Agreement setting forth the final terms of the Bonds within the parameters established hereunder as accepted by the Township, substantially in the form of the Preliminary Official Statement approved by the appropriate officers of the Township with the advice of the Township Solicitor and containing the final terms of the Bonds, shall be prepared and delivered to the Underwriter within seven (7) business days from the date of the Addendum to the Bond Purchase Agreement, and the Township hereby approves the use thereof in connection with the public offering and the sale of the Bonds.

Section 16. Continuing Disclosure. The Township shall be responsible for providing all information required by this section, although the Paying Agent may agree with the Township to disseminate such information. The Paying Agent's sole obligation, if it so agrees, with regard to continuing disclosure is to disseminate information provided to it by the Township. The Paying Agent is not obligated to independently obtain or disseminate any such information.

The Township shall disseminate in a timely manner, in accordance with the continuing disclosure obligations set forth in the Continuing Disclosure Agreement to be attached to the Official Statement and the provisions of Rule 15c2-12(b)(5) (the "Rule") promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, electronically through the EMMA system for electronic filing operated by the Municipal Securities Rulemaking Board, the information set forth in the Continuing Disclosure Agreement.

Section 17. Incidental Action. The proper officers of the Township are hereby authorized, directed and empowered on behalf of the Township to execute any and all agreements, papers and documents and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the purposes of this Ordinance, including filing the necessary proceedings, if applicable, with the Pennsylvania Department of Community and Economic Development to qualify a portion of the debt represented by the Bonds as self-liquidating under the Debt Act.

Section 18. Payment of Issuance Costs. The proper officers of the Township are hereby authorized and directed to pay the costs of issuing the Bonds at the time of delivery of the Bonds to the Underwriter, such costs being estimated in the final Bond Purchase Agreement; provided that the total of such costs shall not exceed the amount of Bond proceeds available therefor.

Section 19. Inconsistent Ordinances. All Ordinances or parts of Ordinances inconsistent herewith be and the same hereby are rescinded, cancelled and annulled.

Section 20. Effective Date. This Ordinance shall take effect on the earliest date permitted by the Act.

DULY ORDAINED AND ENACTED this 16th day of September, 2024.

TOWNSHIP OF WESTTOWN

[SEAL]

By: _____
Chair, Board of Supervisors

Attest:

Secretary

**TOWNSHIP OF WESTTOWN
COUNTY OF CHESTER, PENNSYLVANIA**

CERTIFICATE OF SECRETARY

The undersigned, Secretary of the Township of Westtown HEREBY CERTIFIES that:

1. The foregoing Ordinance authorizing the issuance and sale of General Obligation Bonds of the Township of Westtown was duly moved and seconded and enacted by a majority vote of all the members of the Board of Supervisors of said Township at a duly called and convened public meeting of said Board held on September 16, 2024; that public notice of said meeting was given as required by law; and that the roll of the Board was called and such members voted or were absent as follows:

<u>Name</u>	<u>Vote</u>
Edward Yost, Esq.	_____
Tom Foster	_____
Richard Pomerantz	_____

2. Said Ordinance has not been altered, amended, modified, or suspended and is still in full force and effect as of the date of the delivery of this Certificate.

WITNESS my hand and seal of the Township of Westtown as of September 16, 2024.

Liudmila Carter, Secretary

SEAL

EXHIBIT "A"

No. R-__

\$

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER
TOWNSHIP OF WESTTOWN
GENERAL OBLIGATION BOND, SERIES _ OF 2024

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUANCE DATE</u>	<u>CUSIP</u>
%	December 15, ____	__, 2024	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The TOWNSHIP OF WESTTOWN, Chester County, Pennsylvania (the "Township"), existing by and under the laws of the Commonwealth of Pennsylvania, for value received, hereby acknowledges itself indebted and promises to pay to the registered owner named above, on the maturity date specified above unless this Bond shall be redeemable and shall have been duly called for previous redemption in whole or in part and the thereon at the annual rate specified above (computed on the basis of a 360-day year of twelve 30-day months) from the payment of the redemption price duly made or provided for, the principal amount shown above; and to pay interest most recent Regular Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or from the Original Issuance Date stated above, if no interest has been paid. Such payment of interest shall be made on June 15, 2025, and on each December 15 and June 15 thereafter (each, a "Regular Interest Payment Date") until the principal or redemption price hereof has been paid or provided for as aforesaid. The principal or redemption price of, and interest on, this bond may be paid in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

The principal or redemption price of this bond is payable upon presentation and surrender hereof at the corporate trust office of U.S. Bank Trust Company, National Association, Philadelphia, Pennsylvania, or at the designated office of any additional or appointed alternate or successor paying agent or agents (the "Paying Agent"). Interest shall be paid by check mailed to the registered owner hereof, as shown on the registration books kept by the Paying Agent as of the close of business on the applicable Regular or Special Record Date (each as hereinafter defined).

The record date for any Regular Interest Payment Date (each, a "Regular Record Date") shall mean the close of business on the last day of the calendar month (whether or not a business day) next preceding such Regular Interest Payment Date. In the event of a default by the Township in the payment of interest becoming due on any Regular Interest Payment Date, the interest so becoming due shall forthwith cease to be payable to the registered owners otherwise entitled thereto as of such date. Whenever moneys thereafter become available for the payment of the defaulted interest, the Paying Agent, on behalf of the Township, shall immediately establish a "special record date" (which shall be a business day) relating thereto (the "Special Record Date") and shall mail a notice of such date to the registered owners of the Bonds at least fifteen (15) days prior to the Special Record Date. Such notice shall be mailed to the registered owner of the Bonds as shown on the registration books kept by the Paying Agent on the fifth (5th) day preceding the date of mailing. The Special Record date shall be at least ten (10) days but not more than fifteen (15) days prior to the special interest payment date. The defaulted interest shall be paid on the Special Interest Payment Date by check mailed to the registered owners of the bonds, as shown on the registration books kept by the Paying Agent, as of the close of business on the Special Record Date.

So long as The Depository Trust Company ("DTC"), or its nominee, CEDE & CO., is the registered owner hereof, all payments of the principal of, and interest on, this bond shall be payable in the manner and at the respective times of payment provided for in DTC's Operational Arrangements as in effect from time to time.

If the date for payment of the principal or redemption price of, and interest on, this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

The principal or redemption price of, and interest on, this bond are payable without deduction for any tax or taxes, except gift, succession, franchise, excise or inheritance taxes, now or hereafter levied, or assessed thereon under any present or future laws of the Commonwealth of Pennsylvania, all of which taxes, except as above provided, the Township assumes and agrees to pay.

This bond is one of a duly authorized issue of \$_____ aggregate principal amount of general obligation bonds of the Township known as "Township of Westtown General Obligation Bonds, Series __ of 2024" (the "Bonds") all of like tenor, except as to interest rate, redemption provisions, and date of maturity. The Bonds are issuable only in the form of fully registered bonds without coupons in the denomination of \$5,000 or integral multiples thereof and are issued in accordance with the provisions of the Pennsylvania Local Government Unit Debt Act, as amended (the "Act"), and by virtue of an Ordinance of the Township duly enacted (the "Ordinance"), and the sworn statement of the duly authorized officers of the Township as appears on record in the office of the Pennsylvania Department of Community and Economic Development, Harrisburg, Pennsylvania.

It is covenanted with the registered owners from time to time of this bond that the Township shall (1) include the amount of the debt service for each fiscal year in which such sums are payable in its budget for the year, (2) appropriate such amounts from its general revenues for the payment of such debt service, and (3) duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal or redemption price of, and the interest on, this bond at the dates and places and in the manner stated in this bond, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Township pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable; subject, however, as to the enforceability of remedies, to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally. Nothing in this paragraph shall be construed to give the Township any taxing power not granted by another provision of law.

OPTIONAL REDEMPTION

The Bonds stated to mature on and after _____, 20__ will be subject to redemption prior to maturity at the option of the Township on _____, 20__ or any date thereafter.

So long as DTC or its nominee is the registered owner of the Bonds, if less than all of the Bonds of any maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by DTC and the DTC Participants in such manner as DTC and the DTC Participants may determine.

Any redemption of this bond under the preceding paragraphs shall be made as provided in the Ordinance, upon not less than thirty (30) days' nor more than sixty (60) days' notice, by mailing a copy of the redemption notice by first-class United States mail, postage prepaid, or by another method of giving notice which is acceptable to the Paying Agent and customarily used for similar notices at the time such notice is given, to each address of such registered owner as it appears on the registration books of the Paying Agent as of the date such Bonds are selected for redemption, unless such notice is waived by the registered owner of the Bonds to be redeemed; provided, however, that failure to give notice of redemption by mailing or any defect in the notice as mailed or in the mailings thereof to the registered owner of any Bond to be redeemed shall not affect the validity of the redemption as to other Bonds for which proper notice shall have been given. In the event that less than the full principal amount hereof shall have been called for redemption, the registered owner hereof shall surrender this bond in exchange for one or more new Bonds in an aggregate principal amount equal to the unredeemed portion of the principal amount hereof.

In lieu of redeeming the principal amount of Bonds set forth in the Ordinance on the mandatory redemption date, or any portion thereof, purchases of such Bonds of the particular maturity may be made in accordance with the provisions of the Ordinance.

If at the time of the mailing of any notice of redemption the Township shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is conditional, that is, subject to the deposit or transfer of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

The Township, in the Ordinance, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal or redemption price of, and the interest on, the Bonds shall be deposited not later than the date fixed for disbursement thereof. The Township has covenanted in the Ordinance to make payments out of such sinking fund or out of any other of its revenues or funds, at such times and in such amounts, as shall be sufficient for prompt and full payment of the principal or redemption price of, and interest on, this bond.

The Township, pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures (CUSIP) has caused CUSIP numbers to be printed on the Bonds. No representation is made as to the accuracy of said numbers either as printed on the Bonds, or as contained in any notice of redemption, and the Township shall have no liability of any sort with respect thereto. Reliance with respect to any redemption notice with respect to the Bonds may be placed only on the identification numbers printed thereon.

This bond is registered as to both principal or redemption price of and interest on the bond register to be kept for that purpose at the corporate trust office of the Paying Agent, and both principal and interest shall be payable only to the registered owner hereof. This bond may be transferred in accordance with the provisions of the Ordinance, and no transfer hereof shall be valid unless made at said office by the registered owner in person or his duly appointed attorney or other legal representative and noted hereon. The Paying Agent shall not be required to issue, transfer or exchange any Bond during the fifteen (15) days immediately preceding the date of mailing of any notice of redemption or at any time following the mailing of any such notice, if the Bond to be transferred or exchanged has been called for such redemption. The Township and the Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest hereon and for all other purposes, whether or not this bond shall be overdue. The Township and the Paying Agent shall not be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of, or interest on, this bond, or for any claim based hereon or on the Ordinance, against any member, officer or employee, past, present, or future, of the Township or of any successor body, either directly or through the Township or any successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the execution and issuance of this bond.

So long as DTC or its nominee is the registered owner of the Bonds, the Paying Agent will recognize DTC or its nominee as the owner of the Bonds for all purposes, including notices and voting. Conveyance of notices and other communications by DTC and DTC Participants, by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory and regulatory requirements as may be in effect from time to time.

This bond shall not be valid or become obligatory for any purpose until the Paying Agent's Authentication Certificate printed hereon is duly executed.

IN WITNESS WHEREOF, WESTTOWN TOWNSHIP has caused this bond to be signed in its name by the facsimile signature of the Chair of its Governing Body and a facsimile of its corporate seal to be printed hereon and attested by the facsimile signature of its Secretary all as of the ___ day of _____, 2024.

TOWNSHIP OF WESTTOWN

[SEAL]

S E C I M E N

By: _____
Chair

Attest:

Secretary

PAYING AGENT AUTHENTICATION CERTIFICATE

This bond is one of the bonds of the series designated therein. Printed hereon is a complete text of the opinion of Lamb McErlane PC, Bond Counsel, dated the date of the initial delivery of, and payment for, the Bonds, a signed copy of which is on file with the undersigned.

U.S. Bank Trust Company, National Association,
PAYING AGENT

SPECIMEN

By: _____
Authorized Officer

AUTHENTICATION DATE:

DRAFT

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

- TEN COM - as tenants in common
- TENENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT

_____ Custodian _____
(Cust) _____ (Minor)
under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please type or print name, address (including postal zip code) and social security or other tax identification number of the transferee)

_____ the within Bond and
all rights thereunder, and hereby irrevocably constitutes and appoints _____

his/her attorney to transfer said Bond on the books of the within described transfer agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

By: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

In the presence of: _____
(Signature)

(Type or Print Name)

Text of Opinion of
Lamb McErlane PC, Bond Counsel

Re: Township of Westtown
\$ _____ General Obligation Bonds, Series A of 2024
\$ _____ General Obligation Bonds, Series B of 2024

You have requested our opinion as to the legality of the above general obligation bonds (the "Bonds"). The Bonds are issued by the Township of Westtown, Chester County, Pennsylvania (the "Township"), under the provisions of the Pennsylvania Local Government Unit Debt Act, as amended (the "Act"), and pursuant to an ordinance enacted by the Board of Supervisors of the Township on September 16, 2024 (the "Ordinance"). The Bonds are being issued to finance some or all of the costs of the acquisition of real property for open space purposes, to fund certain capitalized interest and to pay the costs of issuing the Bonds.

The Township, by officers of the Township responsible for issuing the Bonds, has executed a certificate (the "Tax Certificate and Agreement"), stating the reasonable expectations of the Township on the date of issue of the Bonds as to future events that are material for the purposes of such requirements of the Internal Revenue Code of 1986, as amended (the "Code"). The Township has also delivered to us for filing with the Internal Revenue Service a report of the issuance of the Bonds as required by the Code as a condition of the exclusion from gross income of the interest on the Bonds for federal income tax purposes.

The Township has covenanted in the Ordinance (i) to include the amount of debt service for the Bonds for each fiscal year in which such sums are due and payable in its budget for that year, (ii) to appropriate such amounts from its general revenues for the payment of such debt service, and (iii) to duly and punctually pay or cause to be paid, from its sinking fund or any other of its revenues or funds, the principal or redemption price of, and interest on, the Bonds at the dates and places and in the manner stated in the Bonds, according to the true intent and meaning thereof. For such budgeting, appropriation and payment the Township has pledged in the Ordinance its full faith, credit and taxing power.

In the Ordinance the Township has designated the Bonds as a qualified tax-exempt obligation pursuant to Section 265(b)(3)(B) of the Code and has made certain representations and covenants in the Ordinance necessary to cause the Bonds to continue to be an obligation described in such section of the Code during the period in which the Bonds are outstanding.

As Bond Counsel, we have examined the relevant provisions of the Constitution of the Commonwealth of Pennsylvania; the Act pursuant to which the Bonds are authorized, issued and sold; the transcript of proceedings filed with the Pennsylvania Department of Community and Economic Development (the "Department"); and certain statements, affidavits and other documents which we have considered pertinent.

In rendering this opinion we have examined and relied upon (i) the opinion of Gawthrop Greenwood, PC, Solicitor to the Township, with respect, among other things, to the due enactment by the Township of the Ordinance, and (ii) the accuracy of the statements and representations and the performance of the covenants of the Township set forth in the Ordinance and the Tax Certificate and Agreement delivered on this date in connection with the issuance of the Bonds.

Based on the foregoing, we are of the opinion that:

1. The Township is authorized under the provisions of the Constitution and laws of the Commonwealth of Pennsylvania to issue the Bonds for the purposes above set forth, and the Township has authorized the issuance thereof.
2. As indicated in the Township's debt statement filed with the Department in connection with the issuance of the Bonds, outstanding debt of the Township, including debt represented by the Bonds, is within the debt limitations of the Act.
3. The Bonds are the valid and binding general obligation of the Township payable from the revenues of the Township from whatever source derived, which revenues, at the time of the issuance and sale of the Bonds,

include *ad valorem* taxes levied upon all the taxable property within the Township, without limitation as to rate or amount.

4. Under the laws of the Commonwealth of Pennsylvania, as currently enacted and construed, the Bonds are exempt from personal property taxes in Pennsylvania and the interest on the Bonds is exempt from Pennsylvania personal income tax and Pennsylvania corporate net income tax.

5. Interest on the Bonds is excludable from gross income for federal income tax purposes under existing laws as enacted and construed on the date of initial delivery of the Bonds. Interest on the Bonds is not treated as an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, such interest will not be excluded from "annual adjusted financial statement income" for certain corporations that are not excluded from the federal corporate alternative minimum tax (as defined in the Internal Revenue Code of 1986, as amended (the "Code")). The opinions set forth in this paragraph are subject to the condition that the Township complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Township has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

6. Banks, thrift institutions and other financial institutions which purchase the Bonds may take into account, as a deductible expense in calculating their federal income tax liability, 80 percent of their interest expense allocable to ownership of the Bonds.

[The initial public offering price of Bonds of certain maturities (the "Discount Bonds") is less than the amount payable at maturity. An amount not less than the difference between the initial public offering price of the Discount Bonds and the amount payable at maturity constitutes original issue discount. We are of the opinion that the appropriate portion of such original issue discount allocable to the original and each subsequent holder of a Discount Bond will, upon sale, exchange, redemption or payment at maturity of such Discount Bond, be treated as interest and excluded from gross income for federal income tax purposes to the same extent as the stated interest on the Discount Bonds.]

[The initial public offering price of Bonds of certain maturities have been offered at a premium ("original issue premium") over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of the Bond through reductions in the holder's tax basis for the Bonds for determining taxable gain or loss from sale or from redemption prior to maturity. Amortizable premium is accounted for as reducing the tax-exempt interest on the Bonds rather than creating a deductible expense or loss.]

In providing this opinion, we advise you as follows:

(a) Except as expressly stated above, we express no opinion regarding any other federal or state income tax consequences of acquiring, carrying, owning or disposing of the Bonds. Owners of the Bonds should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Bonds, which may include original issue premium and purchase at a market discount or at a premium, taxation upon sale, redemption or other disposition, and various withholding requirements.

(b) The enforceability (but not the validity) of the documents mentioned herein may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter enacted by any state or the federal government affecting the enforcement of creditors' rights generally, and "enforceable in accordance with its (their) terms" shall not mean that specific performance would necessarily be available as a remedy in every situation.

(c) We express no opinion herein with respect to the adequacy of the security or sources of payment for the Bonds or the accuracy or adequacy of any description of the Township or its facilities in any offering document used in connection with the sale of the Bonds.

Lamb McErlane PC

DRAFT

EXHIBIT "B"

WESTTOWN TOWNSHIP

Proposed Project

2024 Bond Issue

Maximum \$12,000,000

Estimated Costs

(includes share of issue costs)

<u>Project</u>	<u>Estimated Costs</u>	<u>Estimated Useful Life</u>
Acquisition of open space property	\$12,000,000	30 years

ORDINANCE 2024 - 06

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

AN ORDINANCE OF WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 170, ZONING, ARTICLE VIII, R-3 RESIDENCE-OFFICE DISTRICT REGULATIONS AND ARTICLE XVII, OFF-STREET PARKING AND LOADING, OF THE CODE OF WESTTOWN TOWNSHIP REGARDING A VISUAL ARTS CENTER USE AND SHARED PARKING.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania, that Chapter 170, Zoning, of the Code of Westtown Township, as amended, be amended as follows:

SECTION 1. Amends Article II, Definitions, §170-201, Definitions, to delete the following terms and their accompanying definitions: Visual Arts Center (VAC) and Visual Communication Technology (VCT).

SECTION 2. Amends Article VIII, R-3 Residence-Office District, §170-800, Statement of Intent, Subparagraph A, to read as follows:

- A. In addition to the goals presented in the general purpose and the community development objectives sections of this chapter, the purpose of this district is to make specific provisions for appropriate multifamily residential and limited office uses in selected locations, particularly along major highways, which can serve as logical transitional districts between single-family residential development and areas of heavier traffic, and which produce fewer hazards and less interference with highway traffic than conventional commercial areas by:

SECTION 3. Amends Article VIII, R-3 Residence-Office District, §170-800, Statement of Intent, Subparagraph A, to delete Subpart (6) regarding Visual Arts Center (VAC) use.

SECTION 4. Amends Article VIII, R-3 Residence-Office District, §170-801, Use Regulations, Subparagraph B, Conditional Uses, to delete Subpart (10), Visual Arts Center (VAC).

SECTION 5. Amends Article VIII, R-3 Residence-Office District, §170-802, Area and Bulk Regulations, to delete Subparagraph G, Visual Arts Center (VAC).

SECTION 6. Amends Article XVII, Off-Street Parking and Loading, §170-1706, Shared Parking, Subparagraph A, to read as follows:

- A. Up to 50% of the parking spaces required for a theater or other place of primarily evening entertainment, for a church, for multifamily dwelling

units, or for a school may be provided and used jointly by banks, offices, certain retail stores, repair shops, service establishments, and similar uses which are not normally open, used or operated during evening hours (beyond normal business hours of 8:00 a.m. to 5:00 p.m.) if specifically approved by the Board.

SECTION 7. Amends Article XVII, Off-Street Parking and Loading, §170-1706, Shared Parking, Subparagraph D, to read as follows:

D. Upon approval of the Board, as prescribed in Subsection B above, two or more uses may satisfy their individual parking requirements in a common parking lot, provided that the number of parking spaces in the lot equals the sum of the parking spaces required for each use. Parking spaces shall be located so that no space is greater than 500 feet from the building or use it is intended to serve.

SECTION 8. 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 9. All ordinances or parts of ordinances conflicting or inconsistent herewith are hereby repealed.

SECTION 10. 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

**WESTTOWN TOWNSHIP
CHESTER COUNTY**

NOTICE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of Westtown Township will hold a public hearing on Tuesday, September 3, 2024 commencing at 7:30 p.m. prevailing time at the Township Building, 1039 Wilmington Pike, West Chester, Pennsylvania, 19382 to consider and enact an ordinance amending the Code of Westtown Township, regarding visual arts center use in the R-3 Residence-Office District and off-street parking requirements, a caption and summary of which follows. The complete text of the ordinance can be examined at the offices of the Chester County Law Library, 201 West Market Street, West Chester, Pennsylvania, or at the Westtown Township building, 1039 Wilmington Pike, West Chester, Pennsylvania, during regular business hours and on the Township's website at www.westtownpa.org.

Members of the public may attend in person, make public comment remotely via Zoom at the following link: <https://us02web.zoom.us/j/89939917814> or may observe the meeting via YouTube live at the following link:

https://www.youtube.com/channel/UCpeMKfH_U_VpJ7FHo0TkwtA

**AN ORDINANCE OF WESTTOWN TOWNSHIP, CHESTER COUNTY,
PENNSYLVANIA, AMENDING CHAPTER 170, ZONING, ARTICLE VIII, R-
3 RESIDENCE-OFFICE DISTRICT REGULATIONS AND ARTICLE XVII,
OFF-STREET PARKING AND LOADING, OF THE CODE OF WESTTOWN
TOWNSHIP REGARDING A VISUAL ARTS CENTER USE AND SHARED
PARKING.**

SECTION 1. Amends Article II, Definitions, §170-201, Definitions, to delete the terms and definitions for Visual Arts Center (VAC) and Visual Communication Technology (VCT).

SECTIONS 2 through 5. Amends Article VIII, R-3 Residence-Office District, §170-800, Statement of Intent, Subparagraph A; §170-800, Statement of Intent Subparagraph A, Subpart (6); §170-801, Use Regulations, Subparagraph B, Conditional Uses, Subpart (10); and §170-802, Area and Bulk Regulations, Subparagraph G to remove references to "Visual Arts Center (VAC)" as a use in the R-3 Residence-Office District.

SECTION 6. Amends Article XVII, Off-Street Parking and Loading, §170-1706, Shared Parking, Subparagraph A, to provide for joint use of up to 50% of the parking spaces required for a theater or other place of primarily evening entertainment, for a church, for multifamily dwelling units, or for a school by other uses that are not normally open, used or operated during evening hours, when specifically approved by the Board.

SECTION 7. Amends Article XVII, Off-Street Parking and Loading, §170-1706, Shared Parking, Subparagraph D, to permit shared parking to satisfy individual parking requirements for multiple uses, when specifically approved by the Board, provided that parking spaces are located within 500 feet from the building or use it is intended to serve.

SECTION 8. Provides for the severability of unconstitutional or invalid provisions of the ordinance.

SECTION 9. Repeals ordinances or parts of ordinances in conflict with any provision of this ordinance.

SECTION 10. Provides that the amendment shall be effective 5 days following adoption, as by law provided.

If you are a person with a disability wishing to participate in the aforementioned hearing and require auxiliary aid, service or other accommodation to observe or participate in the proceedings, please contact the Township at 610-692-1930 to discuss how your needs may best be accommodated.

**WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS**
Thomas Foster, Chair

GAWTHROP GREENWOOD, PC
Patrick M. McKenna, Solicitor



August 28, 2024

Mila Carter, Manager
Westtown Township
P.O. Box 79
Westtown, PA 19395

Dear Mila:

Subject: 2024 Sanitary Sewer Repairs

Enclosed is one (1) copy of the Contractor's Application for Payment No. 1 from Snyder Environmental Services, Inc. for the above-subject project. As indicated on the enclosed application, Carroll Engineering Corporation recommends payment in the amount of \$285,702.50. All work was completed in accordance with the contract requirements and observed by representatives of this office.

Should you have any questions or require additional information, please feel free to contact this office.

Very truly yours,

CARROLL ENGINEERING CORPORATION

A handwritten signature in blue ink, appearing to read 'Mark Yoder'.

Mark Yoder

WNM:cam

Enclosure

cc: William Duriez, Snyder Environmental Services (w/Enclosure)
William N. Malin, P.E., Senior Vice President, CEC

Today's Commitment to Tomorrow's Challenges

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

Contractor's Application for Payment No.

01

Application Period:		7/1/2024 to 8/16/2024		Application Date:		8/16/2024	
To (Owner):	WESTTOWN TWP			From (Contractor):	SNYDER ENVIRONMENTAL SERVICES		
Project:	WESTTOWN 2024 SEWER LINING			Contract:	3763		
Contract:	3763			Via (Engineer):	CARROLL ENGINEERING CORP		
Owner's Costars No.:	3763		Contractor's Project No.:	24CS03		Engineer's Project No.:	


Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO1	\$ -	\$ 19,190.50
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
TOTALS	\$ -	\$ 19,190.50
NET CHANGE BY CHANGE ORDERS	-\$19,190.50	

1. ORIGINAL CONTRACT PRICE.....	\$	304,893.00
2. Net change by Change Orders.....	\$	(19,190.50)
3. Current Contract Price (Line 1 ± 2).....	\$	285,702.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	285,702.50
5. RETAINAGE:		
a. \$285,702.50 Work Completed.....	\$	-
b. _____ Stored Material.....	\$	-
c. Total Retainage (Line 5.a + Line 5.b).....	\$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	285,702.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	-
8. AMOUNT DUE THIS APPLICATION.....	\$	285,702.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	-

Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Lisa L. Miller
Contractor Signature



By: *[Signature]* Date: 8/16/2024

Payment of: \$ 285,702.50
(Line 8 or other - attach explanation of the other amount)

is recommended by: *[Signature]* 8/28/24
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)



August 30, 2024

Mila Carter, Township Manager
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

RE: Payment Recommendation No. 1
Thorne Drive Basin Retrofit
Westtown Township
0236-22-0395

Dear Ms. Carter,

Cedarville Engineering Group, LLC (CEG) has received Application and Certificate for Payment No. 1 from Eagle Contracting and Landscaping, Inc. (Eagle Contracting) who has been working on the Thorne Drive Basin Retrofit project in Westtown Township. This payment request was received electronically on August 4, 2024, in the amount of \$92,606.06 for the period starting July 1, 2024 and ending July 31, 2024.

During this pay period, Eagle Contracting and Landscaping, Inc. mobilized to the site, installed erosion and sediment control features, installed a proposed headwall structure and began demolition of the existing outlet structure under this contract.

The following supporting documents are enclosed for your reference and records:

- The Application and Certification for Payment certifies the total amount due to the Contractor and the quantities placed for the project.
- The Contractor's Certified Payroll for July 7, 2024, through August 3, 2024.

We recommend the Township consider payment to Eagle Contracting and Landscaping, Inc. in the amount of **\$92,606.06**. This payment constitutes complete and final payment for all work performed as part of this project.

Cedarville Engineering Group, LLC

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



Payment Recommendation No. 1
Thorne Drive Basin Retrofit
0236-22-0395



Please do not hesitate to contact us should you have any questions or concerns regarding this recommendation.

Best Regards,
Cedarville Engineering Group, LLC

A handwritten signature in blue ink, appearing to read "Kyle R. Turner".

Kyle R. Turner, P.E.
Project Manager

Enclosures

cc: Cindi King, Westtown Township Director of Finance
Mark Gross, Westtown Township Public Works Director
Pam Packard, Westtown Township Executive Secretary
Michael McNabb, Eagle Contracting and Landscaping, Inc.
Ryan McNabb, Eagle Contracting and Landscaping, Inc.

Stored Material Summary								Contractor's Application				
For (Contract):			Thorne Drive Basin Retrofit					Application Number:		#1		
Application Period:			July - August 2024					Application Date:		08.04.2024		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G	
					Stored Previously				Work Breakdown:			
					Date Installed (Month/Year)	Contract Amount (\$)	Percent Complete (%)		Materials (\$):	Labor (\$):	Materials Remaining in Storage (\$ (D + E - F))	
1				Mobilization and Demobilization		57,500.00	50%	\$28,750.00			\$ 28,750.00	
2				Clearing, Grubbing, and Select Tree Removal		45,250.00	100%	\$45,250.00			\$ -	
3				Erosion and Sediment Control		15,750.00	100%	\$15,750.00			\$ -	
4				Wet Pond Excavation and Rough Grading		34,555.75					\$ 34,555.75	
5				Removal & Excavation of Existing Headwalls		7,291.27	50%	\$3,645.64			\$ 3,645.64	
6				Furnish and Install 4'X2' Precast Concrete Outlet Control Structure with Grate Inlet, including trash rack, and 6" HDPE reverse pipe.		7,500.00					\$ 7,500.00	
7				Furnish and Install 42" Type DW Headwall		12,500.00					\$ 12,500.00	
8				Furnish and Install 30" Type DW Headwall		9,500.00	100%	\$9,500.00			\$ -	
9				Installation of 30" HDPE Pipe, including stone bedding, backfill, and MarMac PolySeal Exterior Coupler, or approved equal.		5,500.00					\$ 5,500.00	
10				Fine Grading and Reseeding		10,395.00					\$ 10,395.00	
11				Forebay French Drains		3,135.00					\$ 3,135.00	
12				Furnish and Install Riprap Apron		3,500.00					\$ 3,500.00	
13				Furnish and Install NAG ShoreMax with P550 TRM Underlayment, or approved equal.		6,250.00					\$ 6,250.00	
14				Erosion Control Matting, NAG S75, or approved equal.		1,485.00					\$ 1,485.00	
15				Plantings (Plugs)		1,050.00					\$ 1,050.00	
16				Allowance for Miscellaneous Work ordered by the Owner and/or Engineer		10,000.00					\$ 10,000.00	
17				Testing Allowance		5,000.00					\$ 5,000.00	
Totals						236,162.02		\$102,895.64	\$	-	\$ 133,266.39	

Eagle Contracting Landscaping Inc.
 108 Trevor Drive
 West Chester, PA 19380

Project Scope Breakdown:

<u>Item:</u>	<u>Description:</u>	<u>Unit of Measure:</u>	<u>Bid Quantity:</u>	<u>Installed Quantity:</u>	<u>Percent Complete</u>	<u>Unit Price:</u>	<u>Total Bid Price:</u>	<u>Total Price Installed to Date:</u>
1	Mobilization and Demobilization	LS	1	0.5	50%	\$ 57,500.00	57,500.00	\$ 28,750.00
2	Clearing, Grubbing, and Select Tree Removal	LS	1	1	100%	\$ 45,250.00	45,250.00	\$ 45,250.00
3	Erosion and Sediment Control	LS	1	1	100%	\$ 15,750.00	15,750.00	\$ 15,750.00
4	Wet Pond Excavation and Rough Grading	CY	1385		0%	\$ 24.95	34,555.75	\$ -
5	Removal & Excavation of Existing Headwalls	LS	1	0.5	50%	\$ 7,291.27	7,291.27	\$ 3,645.64
6	Furnish and Install 4'X2' Precast Concrete Outlet Control Structure with Grate Inlet, including trash rack, and 6" HDPE reverse pipe.	EA	1		0%	\$ 7,500.00	7,500.00	\$ -
7	Furnish and Install 42" Type DW Headwall	EA	1		0%	\$ 12,500.00	12,500.00	\$ -
8	Furnish and Install 30" Type DW Headwall	EA	1	1	100%	\$ 9,500.00	9,500.00	\$ 9,500.00
9	Installation of 30" HDPE Pipe, including stone bedding, backfill, and MarMac PolySeal Exterior Coupler, or approved equal.	LF	20		0%	\$ 275.00	5,500.00	\$ -
10	Fine Grading and Reseeding	SY	3780		0%	\$ 2.75	10,395.00	\$ -
11	Forebay French Drains	LF	33		0%	\$ 95.00	3,135.00	\$ -
12	Furnish and Install Riprap Apron	EA	1		0%	\$ 3,500.00	3,500.00	\$ -
13	Furnish and Install NAG ShoreMax with P550 TRM Underlayment, or approved equal.	SY	50		0%	\$ 125.00	6,250.00	\$ -
14	Erosion Control Matting, NAG S75, or approved equal.	SY	99		0%	\$ 15.00	1,485.00	\$ -
15	Plantings (Plugs)	EA	70		0%	\$ 15.00	1,050.00	\$ -
16	Allowance for Miscellaneous Work ordered by the Owner and/or Engineer	LS	1		0%	\$ 10,000.00	10,000.00	\$ -
17	Testing Allowance	LS	1		0%	\$ 5,000.00	5,000.00	\$ -

Original Contract Amount: _____

\$ 236,162.02

Change Order (s): _____

-

Total Contract Amount: _____

\$ 236,162.02

Amount Completed to Date: _____

\$ 102,895.64

Recycling Day

Anything with a Plug™

All residents must pre-register on Eventbrite link below-

<https://www.eventbrite.com/e/electronics-recycling-day-anything-with-a-plug-tickets-928519425597>



September 14, 2024
Westtown Township
1039 Wilmington Pike
9:00 a.m. - 12:00p.m.

WESTTOWN TOWNSHIP

is proud to offer township residents the opportunity to responsibly recycle obsolete electronics on Saturday, September 14, 2024.

This service is available to all residents and small businesses with fewer than 50 employees.

Electronics will be recycled by eForce Compliance, Philadelphia's first Certified Responsible Recycler.

We will accept all electronic devices with a plug, NO SMOKE DETECTORS, LARGE APPLIANCES or PROJECTION TVs will be accepted.

Coupon of equal or greater value provided for all TVs or monitors charged.

All Data Media Will Be Destroyed or Wiped!

ACCEPTED ITEMS INCLUDE:

Laptops	Computers
Peripherals	Mice
Typewriters	Small Appliances
Telephones	Fax Machines
Cameras	Keyboards
Cell Phones	Printers
Calculators	

**\$30 fee per TV
or computer monitor
\$100 per wooden console TV
\$10 per microwave,
dehumidifier, air conditioner**





PECO Appliance Recycling Program

The PECO Appliance Recycling Program removes old, working room air conditioners, dehumidifiers and mini fridges and recycles the units in an environmentally responsible way.

Recycling older appliances helps save money, helps reduce growing demand for electricity and prevents the release of greenhouse gases. For example, room air conditioners that are at least 10 years old use 20% more energy than a new ENERGYSTAR® qualified unit.

Partnering with eForce Recycling, PECO will cover the \$10 recycling fee per unit for any room air conditioners, dehumidifiers and mini fridges at local recycling events.

Participate in Your Local **Recycling Event!**

Bring your old, working room air conditioners, dehumidifiers, and mini fridges to recycle at no cost to you.

PECO electric service customers will be required to provide their PECO account number at the event to have the \$10 per unit fee covered.

PECO offers several energy efficiency programs to help customers save energy and money and reduce their environmental footprint - from energy assessments to HVAC and appliance rebates, instant discounts and more. Learn more by visiting us online at peco.com/WaystoSave.

Check Register

Westtown Township

28-Aug-24

From: 20-Aug-24 To: 03-Sep-24

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 General Fund - Univest					
18150	8/20/2024	605	ALPHA SPACE CONTROL C	\$19,877.37	O
18151	8/20/2024	1000103	Assured Partners	\$1,250.00	O
18152	8/20/2024	5431	Big Air Cinema	\$550.00	O
18153	8/20/2024	222	Brandywine Valley SPCA	\$465.00	O
18154	8/20/2024	7191	Code Inspections Inc	\$14,748.09	O
18155	8/20/2024	1000187	Eagle Power Turf and Tractor	\$74.99	O
18156	8/20/2024	405581	Foley, Incorporated	\$146.43	O
18157	8/20/2024	1001154	gWorks	\$4,129.00	O
18158	8/20/2024	405997	Hoffmans Exterminating Co., I	\$67.50	O
18159	8/20/2024	127	In-Fleet Truck Service	\$1,218.36	O
18160	8/20/2024	153	Rothwell Document Solutions	\$728.36	O
18161	8/20/2024	1000347	Star Printing Inc.	\$4,023.98	O
18162	8/26/2024	405540	Albert Federico Consulting, LL	\$1,050.00	O
18163	8/26/2024	81	AMERICAN ARBORIST SUPP	\$36.93	O
18164	8/26/2024	1000951	Blue Mountain Mulch	\$240.00	O
18165	8/26/2024	1001182	Bruce E. Mowday	\$100.00	O
18166	8/26/2024	1000300	Comcast Xfinity	\$10.52	O
18167	8/26/2024	1000972	Dan Ferry Plumbing Inc	\$200.00	O
18168	8/26/2024	7196	GreatAmerica Financial Svcs	\$223.00	O
18169	8/26/2024	15	Office Basics, Inc.	\$363.87	O
18170	8/26/2024	7	Westtown-East Goshen PD	\$333,225.15	O
Bank Total:				\$382,728.55	
Bank Account: 8 Enterprise Fund - Univest					
1695	8/21/2024	406080	Evoqua Water Technologies L	\$6,514.08	O
1696	8/21/2024	6995	Ferguson Enterprises Inc #501	\$96.18	O
1697	8/21/2024	357	W. G. Malden	\$555.30	O
1698	8/21/2024	61	West Goshen Township (WW	\$88,070.58	O
1699	8/26/2024	5692	PT Equipment LLC	\$3,650.50	O
1700	8/26/2024	996	THE PROTECTION BUREAU	\$360.00	O
1701	8/26/2024	357	W. G. Malden	\$1,884.60	O
Bank Total:				\$101,131.24	
Bank Account: 18 Capital Project Fund Univest					
1378	8/28/2024	405540	Albert Federico Consulting, LL	\$225.00	O
1379	8/28/2024	175	MAIN LINE CONCRETE & SU	\$363.30	O
Bank Total:				\$588.30	
Total Of Checks:				\$484,448.09	