

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors Regular Meeting

Monday, September 16, 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 16, 2024
- III. Approval of Board of Supervisors Meeting Minutes – September 3, 2024
- IV. Departmental Reports
 - A. Westtown-East Goshen Police Department – Chief Bernot
 - B. Planning Commission – Brian Knaub
 - C. Environmental Advisory Council – Ray Dandrea
 - D. Fire Marshal – Gerry DiNunzio
 - E. Finance Department – Cindi King
- V. Public Comment (Non-Agenda Items)
- VI. Old Business - None
- VII. New Business
 - A. Public Hearing to Consider Adoption of Ordinance 2024-07 Bond Parameters
 - B. Consider Acceptance of Bond Purchase Agreement with Underwriter
 - C. Consider Street Road (SR 926) and Shady Grove Way Green Light Go Contract Award
 - D. Consider Designation of Remaining ARPA Funds
 - E. Consider Approval of Professional Services Agreement with Pennoni for Oakbourne Park Mansion Core Parking Improvements
 - F. Consider MECO Payment Application #16 for Oakbourne Park Improvement Project
- VIII. Announcements
 - A. Westtown Township's 2025 Minimum Municipal Obligation for its Non-Uniformed Defined Contribution Cash Balance Plan
 - B. Director of Zoning and Code Enforcement
 - C. Parks & Recreation Commission and Historical Commission Vacancies
 - D. West Chester Area Council of Governments (WCACOG) Meeting – September 19, 2024
 - E. 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
Tuesday, September 3, 2024 at 7:30 PM

Present: Chair Tom Foster, Vice Chair Ed Yost, Police Commissioner Dick Pomerantz, Township Manager and Director of Planning and Zoning Mila Carter, Director of Public Works Mark Gross, and Township Solicitor Patrick McKenna.

I. Pledge of Allegiance & Call to Order

Mr. Foster called the meeting to order at 7:33 PM. He stated that the meeting was being recorded on Zoom, and with a slight delay on YouTube.

II. Summary of Board of Supervisors Workshop, September 3, 2024

Mr. Foster reported that the Board met in Executive session prior to tonight's meeting to discuss personnel, real estate, and legal matters. In the workshop, the Board received an update on grant funding and the fundraising campaign for the Crebilly land acquisition, discussed the bond parameters ordinance, and continued their discussions on the preliminary 2025 budget.

III. Approval of Meeting Minutes from August 19, 2024

Mr. Yost made a motion to approve the meeting minutes from August 19. Mr. Pomerantz seconded. There was no public comment and the motion passed 3-0.

IV. Departmental Reports

A. Public Works Department – Mark Gross

Mr. Gross reported that August started with cleaning storm water inlets and tree work. He added that air conditioning was installed in the dining room and hallway at the mansion, and will be installed in the kitchen. He also reported that the athletic core project is nearly finished, with some minor items to complete. Mr. Gross added that the Thorne Drive Basin Retrofit project is almost complete, except for seeding and waiting for some growth to ensure stability. He also announced there was a pump failure at Pleasant Grove pump station, which he contributed to an electrical failure. A diesel powered pump was brought in as a temporary backup until repairs are complete.

Mr. Gross also stated that the Londonderry Wickerton sewer sliplining project was completed, and that the road maintenance program has started. Public Works removed the islands in the cul-de-sacs on West Niels Lane and Dunvegan Road. He expected pipe replacements on S New Street and General Howe Drive to be completed in the next week, and milling and paving to take place at the end of September. Mr. Gross added that an Aqua water main replacement project on Blenheim Road is scheduled to start mid-month and will take two months to complete. He also announced that the Pleasant Grove force main replacement on South Concord Road will start on September 16, with lane closures for the next two months.

B. Planning Commission (PC) – Russ Hatton

Mr. Hatton reported that the PC discussed a request for sign ordinance amendment by Westminster Presbyterian and Advent Lutheran churches, which would enable them to replace their existing manual changeable signs to digital displays. As a result, the PC decided to take a closer look at the overall digital sign provisions for any improvements

that can be made to the ordinance. He also summarized the discussion on the sketch plan for a proposed funeral home at 1115 Wilmington Pike, which includes a request for a possible easement agreement with the Township to connect the two properties with a driveway across the Public Works compound. Mr. Hatton further provided that the PC intends to discuss the possibility of the pipeline setback ordinance, to continue their work on fence related amendments, and development of an Official Map with trails and bike paths.

C. Historical Commission (HC) – Pamela Boulos

Ms. Boulos reported that the HC plans to have a table at Westtown Day to sell the Westtown History book and will conduct tours of the first floor of the mansion. She also solicited nominations for their Good Stewardship award. Ms. Boulos noted that the history books are almost sold out, so the HC is considering reprinting an updated version next year. She stated that the HC would like to have a public event on October 19th at 10 a.m. at Stokes Hall to gather resident input on proposed activities in Westtown for America's 250th celebration.

Ms. Boulos announced that they propose to display the items discovered at the Huey Ruins site in a curio case at the Township building, and would like to host a dedication ceremony at some point in the future. She explained that the HC is working with a professor at West Chester University to help curate the objects. Ms. Boulos reminded everyone that the history lecture by Bruce Mowday, a local author and historian, is this Saturday, and provided an update on the oral history project.

D. Township Solicitor – Patrick McKenna

Mr. McKenna reported that his work focused on items related to the Crebilly land acquisition, such as the third amendment to the agreement of sale, the bond parameters ordinance, and setting up meetings with the title companies. He also provided that other ongoing matters involve the ice rink and Stokes Estate revised settlement proposals.

E. Township Manager – Mila Carter

Ms. Carter reported that most of her time has been spent on bond and Crebilly land acquisition related items, pending land development for Chase Bank, and fence and digital display ordinance amendments. Ms. Carter noted that some of the language pertaining to digital displays is not keeping up with today's technology. She stated that the digital sign consultant provided a wealth of information that she needs to digest before bringing that to the Planning Commission for discussion. Ms. Carter reported that staff is working with a third party to improve the audio in Stokes hall, and to close out permits going back to 2022, with the goal to complete that work before the end of the year. She stated that her main focus is to finalize the open space fund budget to ensure all needed maintenance and items related to the future Crebilly Preserve are accounted for.

V. Public Comment (Non-Agenda Items)

Bill McElhill, 1542 Carmac Road, asked Mr. Gross about his comment last month to potentially handle waste collection in house. Mr. Gross responded that he did not make such statement. Mr. McElhill announced that he surveyed a portion of the neighborhood during the last bulk day and noted that only 16 out of 100 houses utilized that service. He wondered whether reducing the number of bulk collection days per year might yield savings. Mr. Gross noted there are a lot of issues associated with in-house trash collection, such as being susceptible to liability with injuries, or workmen's compensation. He also noted that Westtown is a much smaller and less

condensed municipality compared to West Chester Borough or Phoenixville, which utilize the in-house trash collection; therefore, it would be more challenging to implement.

VI. Old Business

There was none.

VII. New Business

A. Consider Third Amendment to Agreement of Sale between Westtown Township and Crebilly Farm Family Associates

Mr. Foster explained that the proposed third amendment to the Agreement of Sale with Crebilly Farm Family Associates would remove conditions for funding contingency and termination rights, and update the funding gap amounts as per the previously agreed formula for splitting any funding gap between buyer and seller.

Mr. Yost made a motion to approve the third amendment to the agreement of sale with Crebilly Farm Family Associates, LP. Mr. Pomerantz seconded. Mr. Foster raised a concern that the amendment does not include the grant amount awarded by the Open Space Institute. Mr. McKenna responded that any grants received before settlement will be reflected to reduce the funding obligations. The motion passed 3-0.

B. Authorize Advertisement for Ordinance 2024-07 Bond Parameters

Mr. Foster explained that the draft bond parameters ordinance is to provide funds for financing items such as: 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. He added that the proposed ordinance provides authorization for the Township to incur nonelectoral debt pursuant to the Local Government Unit Debt Act of the Commonwealth of Pennsylvania through the issuance of its General Obligation Bonds, Series A and General Obligation Bonds, Series B of 2024, in an aggregate principal amount currently estimated not to exceed \$12,000,000 for the purpose of providing funds for the Crebilly land acquisition.

Mr. Yost made a motion to authorize advertisement for Ordinance 2024-07 Bond Parameters. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

C. Consider Appointment to the Parks and Recreation Commission

Mr. Yost made a motion to appoint Cat Clauhs to the Parks and Recreation Commission for a three-year term ending December 31, 2026. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

D. Consider Appointment to the Zoning Hearing Board

Mr. Yost made a motion to appoint Christopher Thomson to the Zoning Hearing Board as an Alternate member for a three-year term ending December 31, 2026. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

E. Public Hearing to Consider Adoption of Ordinance 2024-06 Amending Chapter 170 (Zoning) of the Westtown Township Code Regarding Visual Arts Center

Mr. Foster announced that the Township is conducting a public hearing to consider adoption of Ordinance 2024-06 regarding visual arts center use in the R-3 Residence-Office District and off-street parking requirements. He explained that the ordinance would rescind provisions allowing the visual arts center use and would remove associated area and bulk and shared parking requirements. Mr. Foster provided that the draft ordinance was reviewed by the Township and Chester County Planning Commission pursuant to Act 247, and tonight's hearing was advertised in the *Daily Local News* on August 20th and August 27th.

Mr. Yost made a motion to adopt Ordinance 2024-06 amending Chapter 170 (Zoning) of the Westtown Township Code regarding Visual Arts Center. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

F. Consider Payment Application #1 (Final) to Snyder Environmental Services, Inc. for Sanitary Sewer Repairs

Mr. Foster announced that Carroll Engineering Corporation has reviewed this payment request and recommends approval of payment application #1, which is the first and final payment, to Snyder Environmental Services Inc. for sewer slip lining completed in accordance with the contract requirements.

Mr. Yost made a motion to approve payment application #1 (final) in the amount of \$285,702.50 to Snyder Environmental Services, Inc. for sanitary sewer repairs. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

G. Consider Payment Application #1 to Eagle Contracting and Landscaping, Inc. for Thorne Drive Basin Retrofit Project

Mr. Foster announced that Cedarville Engineering Group, LLC has reviewed this payment request and recommends approval of payment application #1 to Eagle Contracting and Landscaping, Inc. for construction activities associated with the Thorne Drive Basin Retrofit project. He summarized that the work included mobilization, clearing, grubbing and select tree removal, erosion and sediment control, removal and excavation of existing headwalls, furnishing and installation of 30" type DW headwall.

Mr. Yost made a motion to approve payment application #1 in the amount of \$92,606.06 to Eagle Contracting and Landscaping, Inc. for the Thorne Drive Basin Retrofit project. Mr. Pomerantz seconded. There was no public comment, and 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 the Township Manager. Westtown Township offers a competitive salary and benefits package.
- 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. Nominations for Good Stewardship Award** - The Historical Commission is soliciting nominations for their Good Stewardship Award. The winner will be announced at Westtown day and awarded a plaque. Please send your nomination, including the property owner's name and address, to historical@westtown.org.
- D. 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 informed 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.
- E. 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.
- F. E-Waste Event – 9 AM to noon, Saturday, September 14, 2024** – Registration is required. PECO will cover the \$10 cost per unit for WORKING room air conditioners, dehumidifiers, and mini fridges if you bring a copy of your PECO electric bill. Visit the Township website for details.
- G. Westtown Day – Sunday, October 6** - This annual community event at Oakbourne Park features heaps of history and family fun. The winners of the P&R Amateur Photography contest will be announced, as well as the winner of the Historical Commission's Good Stewardship Award. We need volunteers to help make this event a success. Visit the Township website westtownpa.org for more information and to sign up.

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 \$382,728.55, Enterprise Fund bills of \$101,131.24, and Capital Project Fund bills of \$588.30, for a grand total of \$484,448.09. 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 8:30 PM.

Respectfully submitted,
Liudmila Carter
Township Manager

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

Stokes Assembly Hall, 1039 Wilmington Pike
Wednesday, September 4, 2024 – 7:00 PM

Present

Commissioners Russ Hatton (RH), Tom Sennett (TS), Brian Knaub (BK), Jim Lees (JL), Joseph Frisco (JF), and Kevin Flynn (KF). Absent was Jack Embick (JE). 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 7:04 PM.

Adoption of Agenda (TS/JL) 6-0

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

Approval of Minutes

1. Mr. Sennett made a motion to adopt meeting minutes from August 7, 2024. Mr. Frisco seconded. Mr. Lees and Mr. Flynn abstained. All were in favor of the motion. (TS/JF) 4-0-2
2. Mr. Sennett made a motion to adopt meeting minutes from August 21, 2024. Mr. Lees seconded. Mr. Frisco and Mr. Flynn abstained. All were in favor of the motion. (TS/JL) 4-0-2

Announcements

None.

Public Comment – Non Agenda Items

None.

New Business

1. Ordinance Amendments – Development Near Transmission Pipelines

Mr. Hatton summarized that there are no provisions in the Township Code pertaining to setback parameters for new developments or redevelopments in proximity to existing transmission pipelines. He noted there was a sample ordinance from 2014 developed by Gaadt Perspectives, LLC for this region, and expressed his disappointment that it has taken so long for the Township to consider such provisions, noting that there have been several land developments since that time.

Mr. Sennett stated that adopting the sample ordinance that the Chester County Planning Commission endorsed would be an improvement to the Township Code. However, he suggested to have a subcommittee meet and review the draft and provide their recommendations to the Commission. Ms. Carter added that her goal is to provide the Commission with a sample ordinance and the map of existing pipelines in the Township for their initial feedback before diving into much detail. She noted that more research and work would be done on the specifics of potential provisions applicable to Westtown. Ms. Carter also pointed out that the map displays consultation zones, which are corridors of 1,000 feet on each side of the approximate pipeline centerline, which provide an insight into which areas would be impacted by the proposed ordinance.

Mr. Sennett thought that the discussion should wait until the County's draft can be reviewed in depth before making any suggestions to the Board. Mr. Flynn asked what would become of the houses that are currently located in the potential blast areas and suspected they would become legal non-conforming. Ms. Carter responded it would be dependent on the ordinance requirements for nonconforming structures and agreed that in some instances it might require an

application to the Zoning Hearing Board. Mr. Sennett pointed out that there are a number of people knowledgeable about pipelines who attended previous PC meetings, and wondered whether the Commission should consider inviting them back to participate in the discussion. Mr. Lees agreed with Mr. Sennett on inviting those who already have done a lot of research and talk to the Commission. The Commission agreed.

Old Business

1. Ordinance Amendments – Fences

Mr. Hatton explained that the Commission is looking into previously discussed ordinance amendments to Section 1505 of the Township Zoning Code, Fences and Walls, such as modified height and setback requirements, additional provisions for fence foundations, fence gates, open fences, standards for garden fences, and modifications to permit submission and maintenance requirements. He referred to the draft and asked for Commission's feedback.

Mr. Knaub expressed concerned with the recommendation prohibiting a fence from going to the edge of a home owner's property, and the recommendation that fence supports be placed in concrete. He felt that it would create difficulty when replacing or fixing a fence if concrete is used. He also questioned the reasoning for the proposed one-foot setback. Ms. Carter explained that the Commission requested to look into the setback requirements that would ensure fence installation was completed properly without creating a potential public safety issue. Mr. Sennett suggested consulting with fence companies. Ms. Carter noted that she has done so, and stated that concrete footings are desirable when fence panels are made from heavy material such as metal or wood. Mr. Sennett wondered whether the Property Maintenance Code could be used to address maintenance issues. Ms. Carter stated that it would be after the fact, but the Commission wanted to consider preventative measures. Mr. Sennett requested to redraft the proposed provision requiring fence supports to be set in concrete if it is deemed necessary, and to require the property owner to be fully responsible for fence maintenance.

Mr. Sennett thought that the rest of the language was aligned with the Commission's previous recommendations. Ms. Carter asked the Commission's feedback on garden fences. She noted that their request was to include language allowing higher than currently permitted fences to protect garden areas from deer. Mr. Sennett thought it was a good idea to allow garden fences without a need for a permit. The Commission discussed the size of an average garden. Mr. Hatton proposed to do that by lot size and agreed that 60 feet is appropriate for a quarter acre lots. Ms. Carter provided that she has done a research on the garden size of American household and found that 200 square feet of garden space per person would allow for enough yield for that person year round. She acknowledged that size of the garden depends on individual family composition, household size and preference. Mr. Sennett suggested limiting the garden size a certain percentage of the lot size. The Commission agreed.

Mr. Hatton asked about the next steps. Ms. Carter explained that her next step would be to provide the amendments to the Township solicitor for review before bringing it back for discussion.

Public Comment

Bill Manning, 221 Swinburne Road raised concerns about the proposed fence ordinance amendments. He suggested that the Township remain neutral on such broad subjects like fence regulations, because of the variety of personal needs and uses. He raised concerns over several sections including B (requirement for permits of all fences exceeding 40 feet in length), D (PA One Call System notification before submitting permit application), H (proposed setback from the future right-of-way), I (proposed one foot setback from side and rear property lines), and J (concrete footings), and potential limitations on specific materials. He felt that several requirements were arbitrary. Mr. Manning strongly suggested that the primary focus should be safety and no encroachment onto someone else's property, and not what is more appropriate for the Township.

Mr. Manning also pointed out that the current fence application states that fence is required to be at least 6 inches from the property lines, but that is inconsistent with the current regulations.

Reports

1. Mr. Hatton provided the BOS report from September 3rd meeting.

Adjournment (TS/JL) 5-0

The meeting was adjourned at 8:06 PM.

Next PC Meeting:

- **September 18, 2024, 7:00 PM**

PC Representative at next Board of Supervisors Meeting:

- **Monday September 16, 2024, 7:30 PM** – Brian Knaub/Joe Frisco

Respectfully submitted,
Mila Carter
Planning Commission Secretary

DRAFT

WESTTOWN TOWNSHIP ENVIRONMENTAL ADVISORY COUNCIL (EAC)
Westtown Municipal Building, 1039 Wilmington Pike, West Chester, PA
Tuesday, August 27, 2024 7:00 PM

Present: EAC members Bob Yeats (Chair), Joe Debes, Russ Hatton, Adam Kapp and Mike Gioia. Ray Dandrea (Vice Chair) and Meghan Hanney were absent.

I. Call to Order

Bob called the meeting to order at 7:02pm.

II. Approval of Minutes, July 23, 2024

Joe made a motion to approve the minutes of July 23, 2024. Bob seconded. There was no public comment and the motion passed 5-0.

III. Public Comment (non-agenda items)

None.

IV. Old Business

A. Riparian Buffer Restoration Project in Plumly Open Space

Joe Debes summarized his visits to the restoration site after Red Tail did some work and expressed concerns over the progress. He explained that vegetation has increased in several areas and felt that it needed to be addressed, specifically around native plants. He also pointed out that no herbicide has been applied yet. Joe stated that Red Tail told him it would take 50 hours per year to maintain the cleared area. He also inquired about the cost of clearing out all the way towards Chester Creek, which he is awaiting an answer on. He felt that this environmental effort was worth investment and should continue. Adam Kapp asked the reasoning behind the Board's nonsupport of the project. Bob Yeats explained that the Board felt there were other overgrown areas that might need attention. He pointed out that there were plans under way for the stream restoration project in Pleasant Grove neighborhood. Joe suggested that the invasive removal work provided by Red Tail might be beneficial in that area in the future.

Adam suggested for the volunteers, including students from the West Chester Area School District (WCASD), to continue with restoration and maintenance efforts. Joe believed that the Township should budget for long-term maintenance activities. Adam recapped that the intent was to complete a pilot project which can be replicated in other areas of the Township and suggested to have a plan of what that maintenance work would look like for the next 5 years and to evaluate return on those efforts. Mike Gioia suggested to keep track of the progress and conditions on a quarterly basis via photographs. Adam felt that the EAC should not be the one doing removal activities and suggested to also look into other areas of the Township that need to be addressed. Bob recommended to include proposed maintenance activities in the budget for 2025. Joe suggested to review the long-term maintenance plan that he had previously prepared for the EAC and discuss the next steps.

B. Roadside Trash Removal

Bob asked about potential areas for trash removal efforts. Russ Hatton shared an article about the group, Litter Lifters, which does that kind of work in other communities and suggested to reach out to them to learn more about the initiative. He felt that it would

be helpful in creating some ideas to implement in Westtown. Adam suggested to focus on educating the residents on trash and littering with targeted messaging. The EAC agreed. Bob will reach out to the group and invite them to the next EAC meeting.

C. Westtown Day Participation

Bob summarized the proposed activities for Westtown Day previously discussed. Mike further suggested to provide posters with pictures of local birds and ask attendees to match the names or sounds with the pictures, stickers with birds and plants to give out, and some sort of a kids activity. Bob suggested to reach out to Paula Kline, former member, to see if she would be willing to let the Council to borrow some materials that she provided last year. Russ suggested to create a passport that can be stamped for visiting various tables to encourage participation. Adam felt that in lieu of providing printing resources, such materials can be posted on the EAC webpage with QR code displayed at the event.

V. New Business

A. Priorities and Budget for 2025

Adam suggested for the survey that was previously developed and sent to the residents to be advertised again to evaluate the progress on accomplishments and to identify new areas to focus on. Mike proposed to bring the current projects under completion before moving towards something new. Joe asked whether there were other areas that the EAC should be focusing on. There was a discussion about current initiatives and their status. Adam summarized that the EAC agreed to focus on the current priorities with additional community education and outreach efforts. Joe recapped that the proposed budget includes work activities in the Plumly Open Space (\$5,000), reusable bags for Westtown Day (\$1,000), and Bird Town Committee initiatives (\$2,000). Adam referred to the reusable bag quote and asked whether anyone knew where and how they were made. Bob explained that it was just an estimate provided by Ray Dandrea. Adam suggested to get more details about the bags.

Joe made a motion to recommend to the Board of Supervisors to consider the proposed budget for a total of \$8,000 for the EAC initiatives for the next year. Adam seconded. All were in favor of the motion.

VI. Bird Town Committee Report

A. Bird Town Sign Placement

Joe summarized that the Committee recommended purchasing additional 4 signs and the following locations for their placement: on the Westtown Township sign at the intersection of Route 202 and 926, and one at Route 352 and 926; along the frontage of Oakbourne Park; along Route 926 at the Chester Creek bridge. The other 3 locations are to be determined. Ms. Carter noted that she expressed her concerns to the Committee about signage placement on private property and suggested to focus on locations that are within the Township's right-of-way.

Adan made a motion to recommend approval of the Bird Town Committee for the Board of Supervisors to consider their proposed placement of the Bird Town signage.

B. Webpage Content

Joe suggested to table the discussion item until the later date because the Committee is still working on the content of the webpage.

VII. Planning Commission Report

Russ provided a report of the Planning Commission discussion items, including ordinance amendments for fences and digital displays, work on Official Map, and review of the sketch plan for proposed funeral home and review of the land development plan for a bank.

VIII. BOS Report

Bob provided a report of the Board's meeting, and noted that Meghan Hanney was scheduled to attend the September 3rd meeting.

IX. Public Comment

None.

X. Announcements

None.

XI. Adjournment

There being no further business, Bob adjourned the meeting at 8:39 pm.

Respectfully submitted,
Liudmila Carter
Township Manager



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September 10, 2024

Westtown Township incident report for August 2024

For August, there were calls 80 for service in Westtown (Fire and EMS). Thirty-seven incidents were in the West Chester Fire Department district and 43 in the Goshen Fire Company district. Year to date, there have been 697 calls for service.

The peak time for incidents in June was between 10 am and 7 pm.

The West Chester Fire Department responded to six calls for service of those six, five were fire alarms, and the Goshen Fire Company responded to eight calls for service, of those eight, four were fire alarms.

The remaining 66 calls for service were medical responses handled by Good Fellowship EMS and Goshen Fire Company EMS.

I handled two burning complaints in August, one was a fire pit within ordinance and the other was unfounded.

Respectfully submitted,

Gerald R. DiNunzio, Jr
Fire Marshal
Emergency Management Coordinator

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

ACCT#	DESCRIPTION	8/1/2024 BALANCE	AUGUST RECEIPTS	AUGUST EXPENDITURES	8/31/2024 BALANCE
GENERAL FUND		\$8,440,061.69	\$1,099,290.29	-\$897,771.86	\$8,641,580.12
01-100-015	Univest General Fund	\$502,665.94	\$957,322.79	(\$676,117.66)	\$783,871.07
01-100-100	PLGIT P-Card Prime	\$383,850.44	\$1,321.12	(\$108,000.00)	\$277,171.56
01-100-110	PLGIT P-Card Class	\$411.35	\$108,016.39	(\$108,124.91)	\$302.83
01-106-000	PLGIT Prime	\$2,224,464.35	\$10,131.33	(\$5,529.29)	\$2,229,066.39
01-106-100	PLGIT Class	\$587.93	\$2.53	\$0.00	\$590.46
01-106-115	Univest GF Savings	\$4,327,302.96	\$21,459.17	\$0.00	\$4,348,762.13
01-107-000	KBCM Investments	\$1,000,365.31	\$1,036.96		\$1,001,402.27
01-110-000	Petty Cash	\$413.41	\$0.00	\$0.00	\$413.41
OPEN SPACE FUND		\$398,522.62	\$70,974.24	\$0.00	\$469,496.86
04-106-000	Open Space - PLGIT Prime	\$348,105.20	\$7,125.08	\$0.00	\$355,230.28
04-106-100	Open Space - PLGIT Class	\$50,417.42	\$63,849.16	\$0.00	\$114,266.58
SEWER FUND		\$3,454,408.83	\$451,550.53	-\$204,834.97	\$3,701,124.39
08-100-015	Univest Enterprise Checking	\$551,481.64	\$431,222.18	(\$204,219.50)	\$778,484.32
08-100-115	Univest Prepaid UB Cash	\$9,883.14	\$4,347.15	(\$615.47)	\$13,614.82
08-106-000	PLGIT Prime	\$2,109,810.59	\$9,617.62	\$0.00	\$2,119,428.21
08-106-015	Univest WW MM	\$783,233.46	\$6,363.58	\$0.00	\$789,597.04
REFUSE FUND		\$782,477.09	\$161,825.23	-\$140,995.87	\$803,306.45
09-100-015	Univest CASH - REFUSE FUND	\$282,477.09	\$161,825.23	(\$140,995.87)	\$303,306.45
09-106-015	Univest Refuse MM	\$500,000.00	\$0.00	\$0.00	\$500,000.00
CAPITAL PROJECT FUNDS		\$1,133,195.50	\$17,159.31	-\$161,090.41	\$989,264.40
18-100-015	Univest Capital Projects Checking	\$13,984.82	\$16,459.01	(\$7,010.94)	\$23,432.89
18-100-105	Univest CP Oakbourne Park Master	\$589,055.87	\$0.00	(\$136,558.47)	\$452,497.40
18-100-115	Univest CP Special Projects	\$16,192.90	\$0.00	(\$12,296.00)	\$3,896.90
18-100-125	Univest Thorne Drive Basin	\$63,608.84	\$0.00	(\$5,000.00)	\$58,608.84
18-100-205	Univest Credit Card Rewards	\$151,213.79	\$0.00	\$0.00	\$151,213.79
18-100-605	Univest 926/Shady Grove Signal	\$52,285.00	\$0.00	(\$225.00)	\$52,060.00
18-100-805	Univest CP Sewer	\$246,854.28	\$700.30	\$0.00	\$247,554.58
ARPA FUND		\$766,993.19	\$3,496.24	\$0.00	\$770,489.43
19-100-000	ARPA FUND - PLGIT PRIME	\$766,495.34	\$3,494.09	\$0.00	\$769,989.43
19-100-100	ARPA FUND - PLGIT CLASS	\$497.85	\$2.15	\$0.00	\$500.00
DEBT SERVICE FUNDS		\$1,391,837.95	\$3,763.66	-\$700.38	\$1,394,901.23
23-100-105	Univest 2022 DS (Oakbourne Park)	\$277,603.70	\$749.15	(\$700.38)	\$277,652.47
23-100-115	Open Space DS	\$41,497.94	\$112.27	\$0.00	\$41,610.21
23-100-805	Univest 2021 DS (05/12)	\$325,845.37	\$0.00	\$0.00	\$325,845.37
23-100-815	Univest 2021 DS (SE06)	\$746,890.94	\$2,902.24	\$0.00	\$749,793.18
CAPITAL RESERVE FUNDS		\$7,005,679.90	\$34,741.28	\$0.00	\$7,040,421.18
30-122-000	GF Univest MM Capital Rsv (U)	\$3,134,932.40	\$15,546.18	\$0.00	\$3,150,478.58
30-122-001	GF Univest MM Capital Rsv (D)	\$2,126,375.25	\$10,544.73	\$0.00	\$2,136,919.98
30-122-200	WW Univest MM Capital Rsv (D)	\$1,744,372.25	\$8,650.37	\$0.00	\$1,753,022.62
LIQUID FUEL FUNDS		\$385,875.90	\$1,043.76	\$0.00	\$386,919.66
35-100-105	Liquid Fuel Ckng - Univest	\$385,875.90	\$1,043.76	\$0.00	\$386,919.66
BILLBOARD ESCROW FUND		\$2,457,169.22	\$6,644.98	-\$640.00	\$2,463,174.20
40-100-015	Univest Landscapes Escrow	\$23,736.91	\$62.48	(\$640.00)	\$23,159.39
40-100-025	Univest Flintlock (Rustin Res)Escro	\$5,390.76	\$14.58	\$0.00	\$5,405.34
40-100-035	Univest 1594 W Chester Realty Esc	\$17,795.11	\$48.14	\$0.00	\$17,843.25
40-100-045	Univest WT School -Athletic Fid Es	\$2,410,246.44	\$6,519.78	\$0.00	\$2,416,766.22
GRAND TOTAL - ALL FUNDS		\$26,216,221.89	\$1,850,489.52	(\$1,406,033.49)	\$26,660,677.92
	Key Bank Totals	\$1,000,365.31	\$1,036.96	\$0.00	\$1,001,402.27
	PLGIT Totals	\$5,884,640.47	\$203,559.47	(\$221,654.20)	\$5,866,545.74
	Univest Totals	\$19,330,802.70	\$1,645,893.09	(\$1,184,379.29)	\$19,792,316.50
	Petty Cash	\$413.41	\$0.00	\$0.00	\$413.41

**ORDINANCE NO. 2024-07
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:

<u>Maximum Principal Amount</u>	<u>Maximum Interest Rate</u>	<u>Maturity Year</u>
\$ 185,000	5.50%	2025
1,295,000	5.50%	2026
1,355,000	5.50%	2027
205,000	5.50%	2028
215,000	5.50%	2029
220,000	5.50%	2030
235,000	5.50%	2031
245,000	5.50%	2032
250,000	5.50%	2033
260,000	5.50%	2034
275,000	5.50%	2035
285,000	5.50%	2036

290,000	5.50%	2037
305,000	5.50%	2038
315,000	5.50%	2039
320,000	5.50%	2040
330,000	5.50%	2041
345,000	5.50%	2042
360,000	5.50%	2043
380,000	5.50%	2044
395,000	5.50%	2045
415,000	5.50%	2046
435,000	5.50%	2047
455,000	5.50%	2048
480,000	5.50%	2049
500,000	5.50%	2050
525,000	5.50%	2051
550,000	5.50%	2052
575,000	5.50%	2053

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: _____
Thomas Foster, Chair

By: _____
Edward Yost, Esq., Vice Chair

By: _____
Richard Pomerantz, Police Commissioner

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>
Thomas Foster	_____
Edward Yost, Esq.	_____
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 P 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:

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

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



September 10, 2024

WESTT 24001

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

RE: **Street Road (SR 0926) & Shady Grove Way Green Light Go Project
Bid Tabulation and Recommendation**

Dear Mila:

Attached herewith is a tabulation of the bids received on September 6, 2024, at 10:00 a.m. for the referenced contract. The bid results are as follows:

Contractor	Base Bid
Lenni Electric Corporation	\$ 206,407.00

We have enclosed a copy of the bid tabulation for your records. The lowest qualified bidder was Lenni Electric Corporation of West Chester, PA with a bid of **\$206,407.00**.

Lenni Electrical Corporation have provided references, a history of completed work, and an inventory of equipment and we have reviewed this information. Based upon this information, we recommend that this project be awarded to Lenni Electric Corporation with a bid of **\$206,407.00**, contingent upon their execution of the Contract and supply of the required Bonds and Insurance.

Should you have any further questions or comments, please contact the undersigned.

Sincerely,

PENNONI ASSOCIATES INC.

Michael W. Schneider, PE
Associate Vice President

WESTT 24001

Westtown Township
 Tabulation of Bids Received Until 10:00 A.M.
 Prevailing time on September 6, 2024

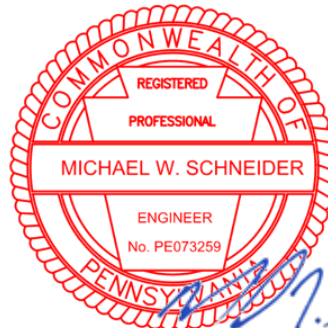
Street Road (SR 0926) and Shady Grove Way Green-Light-Go Project

Lenni Electric Corporation
 1020 Andrew Drive
 West Chester, PA 19380
 Contact: Raymond Meehan
 (610) 436-9922

ITEM NO.	APPROXIMATE QUANTITY/UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
BASE BID				
1	1	LS Maintenance and Protection of Traffic	\$20,000.00	\$20,000.00
2	39	SF Post Mounted Signs, Type B	\$57.55	\$2,244.45
3	51	SF Structure Mounted flat Sheet Aluminum Signs	\$44.85	\$2,287.35
4	2	EA Traffic Signal support, 25' Mast Arm	\$27,362.00	\$54,724.00
5	2	EA Traffic Support, 14' Mast Arm	\$9,630.00	\$19,260.00
6	1	EA NEMA TS-2; Type 1 Controller Assembly, Type 1 Mounting, Open Spec	\$26,255.00	\$26,255.00
7	96	LF Two-inch Conduit	\$5.80	\$556.80
8	42	LF Three-inch Conduit	\$29.30	\$1,230.60
9	100	LF Trench and Backfill, Type I	\$28.35	\$2,835.00
10*	38	LF Trench and Backfill, Type III	\$143.50	\$5,453.00
11	454	LF Signal Cable, 14 AWG, 5 Conductor	\$4.20	\$1,906.80
12	145	LF Signal Cable, 14 AWG, 7 Conductor	\$5.10	\$739.50
13	3	EA Junction Box JB-27	\$1,184.00	\$3,552.00
14	1	EA Electrical Service, Type C	\$3,242.50	\$3,242.50
15	1	EA Uninterruptable Power Supply (UPS)	\$4,878.00	\$4,878.00
16	5	EA Vehicular Signal Head, Three 12" Sections, with Backplate	\$866.00	\$4,330.00
17	1	EA Vehicular Signal Head, Five 12" Sections	\$1,490.00	\$1,490.00
18	1	EA Video Detector	\$5,545.00	\$5,545.00
19	1	EA Radar Detector System	\$26,866.00	\$26,866.00
20	1	EA Optical Preemption System	\$8,555.00	\$8,555.00
21	11	LF 24" White Hot Thermoplastic Pavement Markings	\$145.00	\$1,595.00
22	11	LF 24" Pavement Marking Removal	\$145.00	\$1,595.00
23	1	LS Removal of Existing Traffic Signal Equipment	\$7,266.00	\$7,266.00
TOTAL BID AMOUNT (Items 1 through 23)				\$206,407.00
Bid Security				10% Bid Bond

We Declare this to be a true Tabulation of Bids received on
 September 6, 2024 by the Township of Westtown for Street Road (SR 0926) and Shady Grove Way Green-Light-Go Project

PENNONI



Michael W. Schneider, PE PENNA. REG. NO. 073259



September 12, 2024

WESTT24003P

Liudmila Carter, Township Manager
Mark Gross, Public Works Director
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

**RE: PROPOSAL FOR ENGINEERING SERVICES
OAKBOURNE MANSION PARKING LOT**

Dear Mila and Mark,

Pennoni is pleased to provide this proposal for Professional Services related to design of an expanded parking lot at the rear of the Oakbourne Mansion on S. Concord Road. The Township's goal is to improve and enlarge the existing gravel parking lot near the community garden, to increase the amount of available parking and create a more welcoming experience for visitors.

We understand the scope of the project will include constructing a new paved parking lot with approximately 75 spaces, lighting, walkways connecting the parking to the mansion, and stormwater management.

Pennoni's role will be to perform necessary site investigations, provide certain specific design services, prepare construction plans and specifications suitable for competitive bidding, solicit bids by construction contractors, and assist the Township with administration of the construction process.

Accordingly, we propose the following scope of professional services:

SCOPE OF SERVICES

Scope of Work

1. Base Plan and Topographic Survey

We will prepare an accurate topographic field survey for the project area, roughly as shown in the diagram below. This shall include the necessary survey field work, drafting, office management, and QA/QC to prepare a Topographic Survey for the approximate 5 +/- acre site. Vertical datum will be based on the North American Vertical Datum 1988 (NAVD88). Horizontal datum locations will be relative to the National Spatial Reference System, North American Datum of 1983 (NAD83) adjustment of 2011 and projected to the Pennsylvania State Plane Coordinate System Zone South (PASPCS-S, NAD83-2011). Spot elevations will be taken along significant land features. Spot elevations will be taken to the nearest hundredth of a foot (0.01') on hard surfaces and to the nearest one-tenth of a foot (0.1') on grass or earth surfaces. This Topographic Survey will be prepared in accordance with the Map Accuracy Standards at a scale of 1" = 20' with a 1' contour interval.



2. Preliminary Site Design

We will prepare preliminary design plans for the parking lot and associated elements. These preliminary design plans will be suitable for determining permitting implications and for preliminary pricing of site work. We anticipate these plans will include the following design elements and features:

- Paved asphalt parking lot with approximately 75-80 parking spaces.
- New trees to replace those that must be removed.
- Paved walkway connecting the new parking to the Mansion.
- Basic site lighting for the parking and walkway.
- Parking and walkways will be meet ADA standards.
- Stormwater drainage as required by code. We presume this will consist of conveying water to on-site detention basin or underground structures.

We will prepare preliminary site plans for the project, to be issued at approximately 60% completion. We anticipate the following drawings will be required:

- Cover Sheet
- Existing Conditions and Demolition Plan
- Site Improvement Plan
- Grading and Drainage Plan
- Utility Plan and Profiles
- Site Construction Details
- Erosion and Sediment Control Plan and Report
- Erosion and Sediment Control Details
- Post-Construction Stormwater Management Plan and Report
- Post-Construction Stormwater Management Details

Based on the preliminary plans, we will prepare a Preliminary Construction Cost Estimate for the work.

We will meet with the Township to review the preliminary design plans and will incorporate any preferred changes into the final plan set.

3. Infiltration Testing

We will provide geotechnical infiltration testing to inform the stormwater design for the project. Our scope of service is based on the assumption that the testing elevations will not be greater than six feet (6') below existing grades. The following is a further clarification of the scope of services:

- a. We will engage the services of a qualified subcontractor to excavate test pits at each test location to a minimum depth of 2 ft. below the proposed testing elevations to identify limiting zones, if present, as well as confirm uniformity of subsoil conditions. After establishing subsurface conditions are suitable for testing, the test pit will be extended laterally and raised to the testing elevation.
- b. For the purpose of this proposal, we will conduct a total of 2 double ring infiltration tests within the areas of the proposed infiltration basin. Infiltration tests will be performed in general accordance with the Pennsylvania Stormwater Best Management Practices Manual (BMP), Appendix C. We expected to complete the testing in 1 day. If subsurface conditions are encountered that prevent the use of the double-ring testing equipment, additional days may be required for alternative testing methods. We will develop the change in scope of work along with the associated fee(s) and present them for approval. No work will be initiated prior to receiving authorization to proceed. The locations of the infiltration tests will be recorded utilizing a handheld GPS Trimble Ranger capable of sub-meter accuracy.
- c. Upon completion of the test pit excavations, the excavated soil will be placed in the excavation in lifts and "tamped" with the bucket of the backhoe/excavator to match existing grade. A reasonable effort will be made to restore the site; however, as this is a land disturbance activity, some degree of mounding of the excavated soil may occur at each excavation location. We have not included provisions for additional site restoration beyond that described herein.
- d. Pennoni will provide full-time observation by an experienced engineer or geologist for the drilling and test pit operations.
- e. At the conclusion of the field program, we will backfill the test borings and pits with the excavated soil and mound any excess soil over the testing locations. You should be aware that settlement and softening of the replaced soil often takes place leading to depressions or holes at the ground surface. We have not included provisions for site restoration beyond that described herein but can do so for a fee to be negotiated.
- f. We will provide a report summarizing our field infiltration testing. Our report will also include a summary of soil classifications from the USDA Soil Survey and our observations of seasonal high-water table. We will provide field infiltration rates at the locations and elevation tested and provide our opinion as to the suitability of the test locations for infiltration.

4. PADEP NPDES Permitting

We anticipate that the earth disturbance for this project will be greater than one acre, therefore a NPDES permit will be required through the Chester County Conservation District (CCCD) and Pennsylvania Department of Environmental Protection (PADEP). Pennoni will prepare plans, applications, and supporting documentation for submission to the Chester County Conservation District, including the following:

- Notice of Intent Form (NOI)
- Acts 67 & 68 Notification Letters
- PA Natural Diversity and Inventory (PNDI) Search
- NPDES Checklist
- NPDES Worksheets
- Post-Construction Stormwater Management Plan and Narrative
- Erosion and Sedimentation Control Plan and Narrative

For the purposes of this proposal, we anticipate one revision of the NPDES documentation to accommodate agency comments.

We will prepare an Erosion & Sediment Pollution Control Plan (ESPC) in accordance with PaDEP and Chester County Conservation District requirements. The ESPC Plan will be designed following the Pennsylvania Department of Environmental Protection's ESPC Manual guidance. The ESPC Plan is likely to include a rock construction entrance, silt socks, and inlet protection. As part of the design we will prepare an ESPC Narrative outlining the project and design requirements for submission to Chester County Conservation District.

We will prepare Post-Construction Stormwater Management plans, reports, calculations and details to meet the requirements of the Pennsylvania Department of Environmental Protection BMP Manual for Post Construction Stormwater rate, volume, and water quality. This report will also be used as part of the NPDES Permitting process.

We will research, review and evaluate the existing conditions on the property and the storm sewer facilities on and adjacent to the site. If research and analysis of any off-site systems are required, we will perform that work as additional services and will be billed according to Pennoni's standard fee schedule. We will utilize the Proposed Grading Plan to prepare a Stormwater Management Report that will address the Municipal Stormwater Management Ordinance and the NPDES requirements of the PaDEP.

We will design and analyze the proposed storm sewer conveyance system. The analysis will consist of the sizing of the new storm sewer system.

The Erosion and Sedimentation Control plan and narrative, NPDES Application, and PCSM plan and narrative will be submitted to the CCCD for review. We assume that a copy of all materials submitted to CCCD will be provided to the Township Engineer for review as well.

We anticipate that up to two (2) meetings will be required with CCCD as part of the NPDES Permitting process. We also assume up to two (2) meetings with the Township as part of the review process.

5. Final Site Design and Construction Documents

Subsequent to the client's approval of preliminary design documents, we will prepare construction drawings and specifications, suitable for competitive bidding and construction of the site elements. The construction documents may include coordination revisions to the plans as a result of regulatory review and approval conditions. It is assumed that the necessary revisions will not significantly deviate from the preliminary documents.

- Construction documents will be prepared assuming the improvements will be constructed as part of three separate project construction phases, with separate stand-alone packages for each.
- Copies of all relevant plans, specifications, permits, and other project documents will be furnished to the Township in electronic and hardcopy formats, as required.
- We will prepare the Project Manual, which includes technical specifications for the site work depicted on the Construction Plans. We will assemble the written Project Manual by integrating the technical specifications with standard or client-supplied front-end sections and providing a bid form for bidding by construction contractors.
- Based on the Final Design plans, we will prepare a Construction Cost Estimate for the project.
- We anticipate that up to two (2) meetings will be needed during the Final Design Stage.

6. Construction Bidding Services

For each of three construction Phases, we will assist the Township with bidding of the work to construction contractors. We have the capability to administer the bidding process through PennBID or other mechanisms. We will provide technical support during the bidding period and will assist with evaluating the bids received. We anticipate providing the following tasks during bidding:

- Prepare or assist in preparing necessary addenda during the bid process.
- Attend the pre-bid conference in order to explain the purpose and scope of the project to bidders.
- Respond to contractor questions during the bidding period.
- Review the bids received, prepare a bid tabulation, make a recommendation for award of contract, and coordinate with the Township accordingly.

7. Township Coordination and Grant Funding Support

We will support the Township in efforts to communicate the project to the public and administer the grant funding requirements, by providing such backup documentation as budgets, periodic progress reports, and graphic exhibits, and appearance at one (1) public meeting.

8. Construction Phase Services

The effort necessary during construction is dependent on the abilities and judgments of the construction manager and contractors. To assist the Township with overseeing the construction contract(s), we can provide a wide range of services to assist during construction, as may be needed. Tasks may include:

- Construction Monitoring
- Project Meetings
- Project Site Visits and Inspections
- Response to Contractor Questions and Request for Information (RFI)
- Review/Approval of Submittals and Shop Drawings
- Contractor Payment Approval
- Change Order Evaluation
- Attend Semi-final and Final Inspections and prepare Punch Lists
- OM&S Requirements (Collection of all manuals, development of spreadsheet listing manufacturers, model numbers, technical information, date accepted, warranty period, PM schedules, required inspections etc.)

FEE PROPOSAL

We propose to complete the work of this project, as described in the Scope of Work, for a Lump Sum Fee in the amount shown in the table below. These fee allowances are based on our understanding of the required scope of work and the nature of the end product desired by Westtown Township.

<u>Task</u>	<u>Fee</u>	
1. Topographic Survey	\$ 11,000	
2. Preliminary Site Design	\$ 9,000	
3. Infiltration Testing	\$ 7,500	
4. PADEP NPDES Permitting	\$ 14,000	
5. Final Design and Construction Documents	\$ 11,000	
6. Construction Bidding Services	\$ 5,500	
7. Township Coordination/Support	<u>\$ 2,500</u>	
<i>Subtotal</i>	\$ 60,500	
<i>Deduct for Infiltration Testing Excavation by Township</i>	\$ - 4,000	
SUBTOTAL FEE:	\$ 56,500	
<u>Other</u>		
8. Reimbursable Expenses	\$ 2,500	<i>estimated amount</i>
9. Construction Phase Services	\$ 8,000	<i>estimated amount</i>

SCHEDULE

We are prepared to begin this project after receipt of written Notice-To-Proceed and will endeavor to complete this project in accordance with the client's scheduling requirements. We anticipate working with the client in developing a mutually agreeable schedule for the project.

REIMBURSABLE EXPENSES

Certain expenses identifiable to the specific project will be billed in addition to the above stated fee. Pennoni does not bill for such items as small amounts of in-house printing and normal mailing expenses. We have provided a budget for application fees as part of the Reimbursement Expenses for the project. Document reproduction for submissions, and client and project team use are considered reimbursable expenses and will be billed accordingly. These direct expenses are considered reimbursable expenses and will be billed accordingly.

ADDITIONAL SERVICES

We will make revisions that are a result of our error or omission at our own expense. Revisions that are a result of the personal preference of the Client and revisions that are a result of the personal preference of the individual reviewers for the local municipality or any other agency will be billed as additional services. Prior to performing unanticipated revisions, we will discuss the cost with the Client and confirm in writing.

Additional services (i.e., services beyond the scope of this proposal), and meetings beyond those listed in the scope of services will be billed at the hourly rates then in effect.

BILLING AND PAYMENT

An invoice for completed professional services will be presented for payment on a monthly basis. Invoices are due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties.

TERMS AND CONDITIONS

A. GENERAL

1. Pennoni Associates Inc. General Terms and Conditions (Form LE01 12/2015) is attached hereto and considered as part of the scope of services. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.
2. This proposal is for providing the specific services described within the Scope of Services. Any services provided by Pennoni for this project which are not specifically included in the above Scope of Services are additional services and will be billed as such in addition to the above-stated fees.
3. Pennoni does not guarantee approvals as these are often subject to circumstances beyond our control. Our fees are due and payable regardless of ultimate approval.
4. Application fees for permits, and reviews, are to be paid by the applicant and are, therefore, not included in our fee.
5. Pennoni shall not, during site visits or as a result of observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work, nor shall Pennoni have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any

failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing their work.

Thank you for the opportunity to provide professional services. If this proposal is acceptable, please sign and return as our Notice-To-Proceed. If you have any questions, or if you would like to discuss any of the above, please do not hesitate to call.

Sincerely,

PENNONI ASSOCIATES INC.



Marc Morfei, PLA, ASLA
Project Manager



Nathan Cline, PE
Principal-in-Charge/Associate Vice President



PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

17-03919

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
OAKBOURNE PARK - MANSION PARKING LOT**

SITE IMPROVEMENT ITEM	QUAN	COST	UNIT	TOTAL
A. TEMPORARY SITE CONTROLS & E&S				
1. CONTRACTOR MOBILIZATION, ETC	1	\$5,000	LS	\$5,000
2. TEMPORARY CONSTRUCTION FENCE	500	\$5	LF	\$2,500
3. TEMPORARY CHAIN LINK FENCE	100	\$15	LF	\$1,500
4. TEMPORARY SIGNAGE	2	\$500	LS	\$1,000
5. ROCK CONSTRUCTION ENTRANCE	1	\$2,500	EA	\$2,500
6. COMPOST FILTER SOCK	400	\$5	LF	\$2,000
7. CONCRETE WASHOUT	1	\$500	EA	\$500
SUBTOTAL				\$15,000
B. REMOVALS				
1. REMOVE TREE OVER 6" CALIPER	12	\$1,100	EA	\$13,200
2. REMOVE BITUMINOUS PAVING	700	\$20	SY	\$14,000
3. REMOVE GRAVEL PARKING LOT PAVING	1,500	\$10	SY	\$15,000
4. REMOVE LIGHT FIXTURE	1	\$750	LS	\$750
SUBTOTAL				\$42,950
C. EARTHWORK				
1. STRIP AND STOCKPILE TOPSOIL, 4"	250	\$20	CY	\$5,000
2. ROUGH GRADING	500	\$20	CY	\$10,000
3. FINISH GRADING (& SPREAD TOPSOIL)	250	\$20	CY	\$5,000
SUBTOTAL				\$20,000
D. NEW PARKING AREA				
1. BITUMINOUS PARKING LOT PAVING	3,000	\$70	SY	\$210,000
2. BITUMINOUS DRIVEWAY PAVING	300	\$70	SY	\$21,000
3. REBUILD CONCRETE STEPS FROM PAVILION	1	\$5,000	LS	\$5,000
4. PAINTED STALL STRIPING, 6" SWL	1,600	\$1.50	LF	\$2,400
5. PAINTED CROSSWALK STRIPING, 24" SWL	40	\$5	LF	\$200
6. ADA STALL PAINT AND SIGNAGE	3	\$1,000	EA	\$3,000
7. BITUMINOUS PATHS	300	\$60	SY	\$18,000
8. CONCRETE WHEEL STOPS	5	\$500	EA	\$2,500
9. DETECTABLE WARNING SURFACE (DWS)	4	\$1,000	EA	\$4,000
10. TRAFFIC SIGNS	8	\$250	EA	\$2,000
SUBTOTAL				\$268,100
E. STORMWATER MANAGEMENT				
1. AMENDED SOIL, 24" (400 SY BASIN)	300	\$60	CY	\$18,000

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
OAKBOURNE PARK - MANSION PARKING LOT**

SITE IMPROVEMENT ITEM	QUAN	COST	UNIT	TOTAL
2. INLETS	4	\$5,000	EA	\$20,000
3. HDPE PIPE (SIZE AVERAGED)	500	\$100	LF	\$50,000
4. FLARED END SECTION	1	\$3,000	EA	\$3,000
5. MANHOLE	1	\$6,000	LS	\$6,000
SUBTOTAL				\$97,000
F. LIGHTING				
1. ELECTRIC WIRING AND CONDUIT	300	\$75	LF	\$22,500
2. LIGHT POLES AND FOOTINGS	4	\$4,500	EA	\$18,000
SUBTOTAL				\$40,500
G. LAWN AND PLANTINGS				
1. DECIDUOUS SHADE TREES; 3" CAL.	13	\$900	EA	\$11,700
2. LAWN SEED AND STRAW MULCH	3,000	\$2	SY	\$6,000
3. BASIN BOTTOM AND SLOPE SEED MIXES	400	\$10	SY	\$4,000
SUBTOTAL				\$21,700
SUBTOTAL CONSTRUCTION:				\$505,250
Construction Contingency 10%:				<u>\$50,525</u>
TOTAL CONSTRUCTION BUDGET:				\$555,775
H. ADD ALTERNATE 1: LIGHTED BOLLARDS ALONG PATH				
1. NEW ELECTRIC WIRING AND CONDUIT	350	\$75	LF	\$26,250
2. LIGHTED BOLLARDS	11	\$2,500	EA	\$27,500
SUBTOTAL				\$53,750
Construction Contingency 10%:				<u>\$5,375</u>
TOTAL ADD ALTERNATE 1:				\$59,125

WESTT21001

MEMORANDUM

TO: Cindi King, Director of Finance
Liudmila Carter, Township Manager

FROM: Marc Morfei, Project Manager



DATE: September 13, 2024

SUBJECT: Oakbourne Park
MECO Constructors Inc.
Payment Request No. 16

We have reviewed the attached Request for Payment [No. 16] submitted by MECO Constructors Inc. and find the request consistent with the work performed and in accordance with the Contract Documents. Therefore, we recommend payment as shown in the attached application. The total amount of this request for payment less retainage is **\$285,130.19**.

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

Enclosure: Pay Request [No. 16]

REQUEST FOR PAYMENT

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

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

Invoice: 16235110
Draw: 16
Invoice date: 8/31/2024
Period ending date: 8/31/2024

Contract For:

Request for payment:

Original contract amount	\$5,380,100.00	
Approved changes	\$222,963.00	
Revised contract amount		\$5,603,063.00
Contract completed to date		\$5,603,063.00
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$280,153.15	
Total completed less retainage		\$5,322,909.85
Less previous requests	\$5,037,779.66	
Current request for payment		\$285,130.19
Current billing		\$244,816.84
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	-\$40,313.35	
Current amount due		\$285,130.19
Remaining contract to bill	\$280,153.15	

Project: 1-23511-0
Oakbourne Park Improvements

Contract date:

Architect:



Scope:

Approved 9/12/2024
Marc Morfei, Pennoni Assoc.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	258,705.00	-35,742.00
Total approved this Month		
TOTALS	258,705.00	-35,742.00
NET CHANGES by Change Order	222,963.00	

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

CONTRACTOR: MECO CONSTRUCTORS INC.

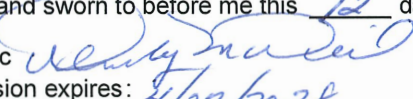
State Of PA

County Of BUCKS

By: 

Subscribed and sworn to before me this 12th day of Sept, 2024

Date: 9/12/24

Notary Public 
My commission expires: 4/22/2028

Commonwealth of Pennsylvania - Notary Seal
Wendy M. Weil, Notary Public
Bucks County
My commission expires April 22, 2028
Commission number 1041388
Member, Pennsylvania Association of Notaries

REQUEST FOR PAYMENT DETAIL

Project: 1-23511-0 / Oakbourne Park Improvemen

Invoice: 16235110

Draw: 16

Period Ending Date: 8/31/2024

Detail Page 2 of 4 Pages

Item ID	Description	Unit of Measure	CONTRACTED			CURRENT		TOTAL TO DATE		Units to Finish
			Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
1	Temporary Site Controls	LS	1.00	29,000.00	29,000.00			1.00	29,000.00	
2	Temporary Erosion Controls	LS	1.00	89,000.00	89,000.00			1.00	89,000.00	
3	Site Preparation	LS	1.00	79,500.00	79,500.00			1.00	79,500.00	
4	Clearing & Grubbing	LS	1.00	44,900.00	44,900.00			1.00	44,900.00	
5	Remove Trees Over 6" Caliper	EA	25.00	580.00	14,500.00			25.00	14,500.00	
6	Remove Water Meter Vault	EA	1.00	2,300.00	2,300.00			1.00	2,300.00	
7	Earthwork	LS	1.00	662,000.00	662,000.00			1.00	662,000.00	
8	Concrete Curb	LF	2,550.00	35.00	89,250.00			2,550.00	89,250.00	
9	Bituminous Parking Lot Paving	SY	6,750.00	49.00	330,750.00	1,687.50	82,687.50	6,750.00	330,750.00	
10	ParkingLot Pvmnt Markngs&Signs	LS	1.00	10,950.00	10,950.00	1.00	10,950.00	1.00	10,950.00	
11	Concrete Sidewalk	SF	7,257.00	13.00	94,341.00			7,257.00	94,341.00	
12	ADA Curb Ramps	EA	8.00	2,600.00	20,800.00			8.00	20,800.00	
13	Concrete Dumpster Pad	LS	1.00	7,600.00	7,600.00			1.00	7,600.00	
14	Boulder Wall	LF	280.00	222.00	62,160.00	161.00	35,742.00	280.00	62,160.00	
15	Parking Lot Light Poles	EA	2.00	17,750.00	35,500.00			2.00	35,500.00	
16	Flagpole Lighting	LS	1.00	16,300.00	16,300.00			1.00	16,300.00	
17	Site Electrical Outlets	LS	1.00	12,960.00	12,960.00			1.00	12,960.00	
18	ComfrtStatinBldgFnd&Cordnation	LS	1.00	25,400.00	25,400.00			1.00	25,400.00	
19	ShdPav,Figs&ConcPad@ComfStatio	LS	1.00	121,500.00	121,500.00			1.00	121,500.00	
20	Hex Block Asphalt Unit Paving	SY	300.00	368.00	110,400.00			300.00	110,400.00	
21	Bit Pathway-Athletic Core Area	SY	1,400.00	60.00	84,000.00			1,400.00	84,000.00	
22	Picnic Tables	EA	6.00	2,135.00	12,810.00			6.00	12,810.00	
23	StoneSeatWall@ComfortStation	LF	25.00	795.00	19,875.00			25.00	19,875.00	
24	Trash Receptacles	EA	4.00	1,780.00	7,120.00			4.00	7,120.00	
25	Benches	EA	9.00	1,400.00	12,600.00			9.00	12,600.00	
26	Collapsible Bollards	EA	3.00	2,040.00	6,120.00			3.00	6,120.00	
27	Basketball Court & Features	LS	1.00	106,000.00	106,000.00	0.05	5,300.00	1.00	106,000.00	
28	StoneSeat/RetainWall@BsktblCrt	LF	125.00	800.00	100,000.00			125.00	100,000.00	
29	ChainLnkFence@BasketballCourt	LF	265.00	104.00	27,560.00			265.00	27,560.00	
30	GravityBlkWalls@BasketbalCourt	SF	735.00	77.00	56,595.00			735.00	56,595.00	
31	Tennis Court & Features	EA	2.00	85,800.00	171,600.00	0.10	8,580.00	2.00	171,600.00	
32	ChnLnkFenc&Gates@TennisCourts	LF	730.00	142.00	103,660.00			730.00	103,660.00	
33	GravityBlkWalls@Tennis Courts	SF	1,726.00	70.00	120,820.00	-282.00	-19,740.00	1,726.00	120,820.00	

REQUEST FOR PAYMENT DETAIL

Project: 1-23511-0 / Oakbourne Park Improvemen

Invoice: 16235110

Draw: 16

Period Ending Date: 8/31/2024

Detail Page 3 of 4 Pages

Item ID	Description	CONTRACTED				CURRENT		TOTAL TO DATE		Units to Finish
		Unit of Measure	Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
34	ConcPad-ShadStruct@TennisCourt	LS	1.00	20,800.00	20,800.00			1.00	20,800.00	
35	Tennis Backboard Wall Panel	EA	1.00	12,350.00	12,350.00	1.00	12,350.00	1.00	12,350.00	
36	(3) Pickleball Courts&Features	LS	1.00	79,300.00	79,300.00	0.05	3,965.00	1.00	79,300.00	
37	ChnLnkFnc&Gates@PickballCourt	LF	215.00	123.00	26,445.00			215.00	26,445.00	
38	GravtyBlkWalls@PickballCourts	SF	665.00	81.00	53,865.00	-394.47	-31,952.07	665.00	53,865.00	
39	Batting Cage	LS	1.00	128,300.00	128,300.00			1.00	128,300.00	
40	Flagpole,Found&AsociatedPaving	LS	1.00	8,500.00	8,500.00			1.00	8,500.00	
41	ConcStep&Hndrails#1@PickbCourt	LS	1.00	37,300.00	37,300.00			1.00	37,300.00	
42	ConcStep&Hndrails#2@TennisCourt	LS	1.00	33,100.00	33,100.00			1.00	33,100.00	
43	ConcStep&Hndrail#3@ComfStation	LS	1.00	87,200.00	87,200.00			1.00	87,200.00	
44	ConcStep&Hndrail#4@SoccerField	LS	1.00	127,900.00	127,900.00			1.00	127,900.00	
45	ConcStep&Hndrail#5@PakingLot	LS	1.00	126,700.00	126,700.00			1.00	126,700.00	
46	Surface Infiltration Basin #1	LS	1.00	112,400.00	112,400.00			1.00	112,400.00	
47	Surface Infiltration Basin #2	LS	1.00	151,800.00	151,800.00			1.00	151,800.00	
48	SubsurfaceInfiltration Basin#3	LS	1.00	224,400.00	224,400.00			1.00	224,400.00	
49	Rain Garden Basin #4	LS	1.00	10,180.00	10,180.00			1.00	10,180.00	
50	Rain Garden Basin #5	LS	1.00	6,980.00	6,980.00			1.00	6,980.00	
51	Rain Garden Basin #6	LS	1.00	6,980.00	6,980.00			1.00	6,980.00	
52	Rain Garden Basin #7	LS	1.00	17,600.00	17,600.00			1.00	17,600.00	
53	Bioretention Basin #8	LS	1.00	13,100.00	13,100.00	0.50	6,550.00	1.00	13,100.00	
54	Bioretencion Basin #9	LS	1.00	12,300.00	12,300.00			1.00	12,300.00	
55	15" HDPE	LF	2,205.00	61.00	134,505.00			2,205.00	134,505.00	
56	24" HDPE	LF	31.00	116.00	3,596.00			31.00	3,596.00	
57	Stormwater Inlets	EA	37.00	3,405.00	125,985.00			37.00	125,985.00	
58	Stormwater Manholes	EA	14.00	4,280.00	59,920.00			14.00	59,920.00	
59	Endwalls	EA	6.00	2,210.00	13,260.00			6.00	13,260.00	
60	Not Used	EA			0.00					
61	E.PleasantGroveCulvertCrossing	LS	1.00	40,000.00	40,000.00			1.00	40,000.00	
62	New Metered Electrical Service	LS	1.00	131,800.00	131,800.00			1.00	131,800.00	
63	New Sanitary Service	LS	1.00	50,000.00	50,000.00			1.00	50,000.00	
64	New Metered Water Service	LS	1.00	54,400.00	54,400.00			1.00	54,400.00	
65	GrndHydrants(2)&AssocPlumbing	LS	1.00	3,550.00	3,550.00			1.00	3,550.00	
66	Relocat Existing12" Water Line	LF	393.00	440.00	172,920.00			393.00	172,920.00	

REQUEST FOR PAYMENT DETAIL

Project: 1-23511-0 / Oakbourne Park Improvemen

Invoice: 16235110

Draw: 16

Period Ending Date: 8/31/2024

Detail Page 4 of 4 Pages

Item ID	Description	CONTRACTED				CURRENT		TOTAL TO DATE		Units to Finish
		Unit of Measure	Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
67	RelocateExistingElectricalLine	LF	100.00	50.00	5,000.00			100.00	5,000.00	
68	RelocateExistingNaturalGasLine	LF	100.00	230.00	23,000.00	-1.00	-229.68	100.00	23,000.00	
69	French Drain System @ Pond	LS	1.00	27,251.00	27,251.00			1.00	27,251.00	
70	NewPavedWalkPath@MansionArea	SY	410.00	99.00	40,590.00			410.00	40,590.00	
71	NewGrvWalkingPath@PondArea	SY	360.00	162.00	58,320.00			360.00	58,320.00	
72	ResurfaceExistingGravelDrive	SY	1,100.00	34.00	37,400.00			1,100.00	37,400.00	
73	Dedicuous Shade Trees	EA	86.00	785.00	67,510.00			86.00	67,510.00	
74	Deciduous Ornamental Trees	EA	26.00	785.00	20,410.00			26.00	20,410.00	
75	Evergreen Trees	EA	47.00	505.00	23,735.00			47.00	23,735.00	
76	Shrubs	EA	438.00	62.00	27,156.00			438.00	27,156.00	
77	Ornamental Grasses	EA	32.00	28.00	896.00			32.00	896.00	
78	Basin Seed Mixes	LS	1.00	1,925.00	1,925.00	0.10	192.50	1.00	1,925.00	
79	Lawn Seeding	LS	1.00	44,500.00	44,500.00			1.00	44,500.00	
AA1	Playground	LS	1.00	98,800.00	98,800.00	0.00	-91.41	1.00	98,800.00	
AA5a	ConvtExistingGravITrails-Asphlt	LS	1.00	121,300.00	121,300.00			1.00	121,300.00	
AA5b	Fixed Steel Bollards	EA	5.00	1,400.00	7,000.00			5.00	7,000.00	
ChngOrd 1	CO#1 UndrgrndTnkClsr,ReloElcLn	EA	1.00	92,450.00	92,450.00			1.00	92,450.00	
ChngOrd 2	CO#2-a Decrease Boulder Wall	EA	1.00	-35,742.00	-35,742.00	1.00	-35,742.00	1.00	-35,742.00	
ChngOrd2b	CO#2-b Gravity Block Walls	EA	1.00	44,493.00	44,493.00	1.00	44,493.00	1.00	44,493.00	
ChngOrd2c	CO#2-c AddGateSectionTennisCrt	EA	1.00	914.00	914.00	1.00	914.00	1.00	914.00	
ChngOrd2d	CO#2-d CheekWallatTennisCourt	EA	1.00	7,345.00	7,345.00	1.00	7,345.00	1.00	7,345.00	
ChngOrd2e	CO#2-e ExndPickleballRetWall	EA	1.00	5,000.00	5,000.00	1.00	5,000.00	1.00	5,000.00	
ChngOrd2f	CO#2-f Basin 9 Debris Removal	EA	1.00	13,254.00	13,254.00	1.00	13,254.00	1.00	13,254.00	
ChngOrd2g	CO#2-g Undrdrains@ParkLot&TenC	EA	1.00	6,425.00	6,425.00	1.00	6,425.00	1.00	6,425.00	
ChngOrd2h	CO#2-h Stainfor RetainingWalls	EA	1.00	44,142.00	44,142.00	1.00	44,142.00	1.00	44,142.00	
ChngOrd2i	CO#2-i AsphaltPavingBaseRepair	EA	1.00	30,633.00	30,633.00	1.00	30,633.00	1.00	30,633.00	
ChngOrd2j	CO#2-j Basin 8 Stone & Fabric	EA	1.00	7,938.00	7,938.00	1.00	7,938.00	1.00	7,938.00	
ChngOrd2k	CO#2-k HeadwallRiprap@PlesGrvR	EA	1.00	6,111.00	6,111.00	1.00	6,111.00	1.00	6,111.00	

Totals				5,603,063.00		244,816.84		5,603,063.00	
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Memo

To: Board of Supervisors, Mila Carter
From: Cindi King
Date: September 16, 2024
Re: The 2025 Minimum Municipal Obligation (MMO) for the Westtown Township Pension Plan

Act 205 of 1984, as amended, governs the funding requirements for all municipal pension plans. The law requires the Chief Administrative Officer of each municipal pension plan to inform the governing board of the municipality of the plan's expected financial obligation for the coming year. This must be done by the last business day in September. This memo, provided under the guidance of the Pennsylvania Municipal Retirement System (the plan's administrator), is intended to satisfy the legal requirements of Act 205.

The calculation of the 2025 plan cost, or the MMO, required an estimate of the 2025 W-2 wages of the employees covered by the plan. I have indicated on the attached worksheet my best estimate of the same. Questions on the pension cost calculation may be addressed to either myself or the Pennsylvania Municipal Retirement System at (800) 622-7968.

The MMO is the municipality's 2025 bill for this pension plan and must be paid by December 31, 2025. The obligation must be met with general fund monies or with any General State Aid to Municipal Pensions to which we may be entitled to under Act 205.

Cindi King
Director of Finance

Attachment: 2025 MMO Worksheet

The Minimum Municipal Obligation Worksheet (MMO)
For The
Westtown Township Pension Plan (15-216-5 N)

For Plan Year 2025

Estimated 2025 W-2 Payroll
For Covered Plan Members: (A) \$1,381,576

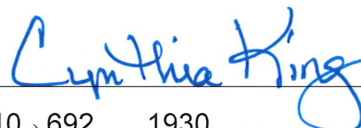
Contracted Employer Contribution Rate
Expressed as a Decimal: (B) 0.0500

RESULT: (A) * (B) = (C) \$69,079

Administrative Charge (PMRS Determined)
of Plan Members times \$20: (D) 680.00

MINIMUM MUNICIPAL OBLIGATION

Equals (C) + (D) (MMO) \$69,759

Prepared By: Cynthia King (Name)  (Signature)
Director of Finance/Treasurer (Title) (610) 692 - 1930 (Telephone #)

Please complete the above worksheet with your best estimates and return only one copy to the Pennsylvania Municipal Retirement System by October 7, 2024. Forms can be submitted electronically to RA-RSCOMPLETEDFORMS@pa.gov. The official copy must be shared with the plan's governing board by the last business day in September.

Check Register

Westtown Township

13-Sep-24

From: 04-Sep-24 To: 16-Sep-24

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 General Fund - Univest					
18171	9/4/2024	981	A. J. Blosenski, Inc.	\$750.00	O
18172	9/4/2024	6038	Cedarville Engineering Group	\$14,694.71	O
18173	9/4/2024	6038	Cedarville Engineering Group	\$23,577.27	O
18174	9/4/2024	5547	CJs Tire & Automotive Svcs	\$800.00	O
18175	9/4/2024	1000187	Eagle Power Turf and Tractor	\$28.31	O
18176	9/4/2024	175	MAIN LINE CONCRETE & SU	\$408.80	O
18177	9/4/2024	1000597	NetCarrier Telecom Inc.	\$486.56	O
18178	9/4/2024	1001178	Red Tail Restoration	\$1,971.00	O
18179	9/4/2024	321	Sir Speedy Printing #7103	\$216.00	O
18180	9/6/2024	7145	Bettes Bounce	\$710.25	O
18181	9/9/2024	6052	ACE Hardware of West Chest	\$59.99	O
18182	9/9/2024	1009	Ann Marie Cassidy	\$1,550.00	O
18183	9/9/2024	32	AQUA PA	\$344.72	O
18184	9/9/2024	1201	Charles A. Higgins & Sons, Inc	\$1,038.00	O
18185	9/9/2024	405997	Hoffmans Exterminating Co., I	\$67.50	O
18186	9/9/2024	314	Proforma Print Marketing	\$207.14	O
18187	9/9/2024	347	Staples	\$685.73	O
Bank Total:				\$47,595.98	
Bank Account: 8 Enterprise Fund - Univest					
1702	9/4/2024	6995	Ferguson Enterprises Inc #501	\$37.04	O
1703	9/4/2024	5442	MGK Industries, Inc.	\$3,400.00	O
1704	9/4/2024	1164	Univar Solutions USA, Inc.	\$4,475.84	O
1705	9/9/2024	1196	McGovern Environmental, LLC	\$2,097.16	O
1706	9/9/2024	1164	Univar Solutions USA, Inc.	\$3,123.21	O
1707	9/9/2024	5715	Xylem Dewatering Solutions In	\$7,110.08	O
Bank Total:				\$20,243.33	
Bank Account: 11 PLGIT P-CARD					
100012	9/4/2024	1000800	PLGIT P-Card BMO Bank	\$165,601.78	R
Bank Total:				\$165,601.78	
Bank Account: 18 Capital Project Fund Univest					
1380	9/4/2024	6038	Cedarville Engineering Group	\$5,000.00	O
1381	9/4/2024	1001185	Eagle Contracting Landscapin	\$92,606.06	O
1382	9/4/2024	1000216	Snyder Environmental Service	\$285,702.50	O
Bank Total:				\$383,308.56	
Total Of Checks:				\$616,749.65	