

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors Regular Meeting

Monday, October 7, 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 – October 7, 2024
- III. Approval of Board of Supervisors Meeting Minutes – September 16, 2024
- IV. Departmental Reports
 - A. Public Works – Pam Packard
 - B. Parks & Recreation Commission – Ken Leidheiser
 - C. Planning Commission – Russ Hatton
 - D. Historical Commission – Dan Campbell
 - E. Environmental Advisory Council – Bob Yeats
 - F. Township Solicitor – Patrick McKenna
- V. Public Comment (Non-Agenda Items)
- VI. Old Business
- VII. New Business
 - A. Consider Approval of the Stokes Estate Conditional Use Application Settlement Proposal
 - B. Authorize Chair to Execute Financial Security and Stormwater Operation and Maintenance Agreement for Solar Energy System at Westtown School
 - C. Authorize Resolution 2024-11 for Auditor Contract for 2024-2026
 - D. Consider Award of Winter 2024-25 Group Sodium Chloride Contract
 - E. Consider Award of Sludge Transportation and Disposal Contract
 - F. Consider Letter of Support for West Chester Fire Department Local Share Account (LSA) Program Grant
 - G. Acknowledge Resignation of Meghan Hanney from the Environmental Advisory Council
 - H. Consider Payment Application #2 to Eagle Contracting and Landscaping, Inc. for Thorne Drive Basin Retrofit Project
 - I. Consider Payment Application #17 to MECO Constructors Inc. for Oakbourne Park Project
- VIII. Announcements
 - A. Director of Zoning and Code Enforcement Vacancy
 - B. Parks & Recreation Commission and the Historical Commission Vacancies
 - C. Yard Waste Collection – Saturday, October 12
 - D. Westtown’s America250 Community Meeting – Saturday, October 19
 - E. Used Bicycle and Sewing Machine Collection – Sunday, October 20
- IX. Public Comment (All Topics)
- X. Payment of Bills
- XII. Adjournment

How to Engage in the Public Comment Sections of a Township Meeting

Public Comment is heard at three (3) different points during the meeting:

1. BEFORE OLD BUSINESS - The public is permitted to make public comment on any matter not on the agenda. This comment period is subject to the time constraint in (d) below
2. PRIOR TO any action on a motion on an Agenda item. Public Comment at this stage is limited to the item under discussion (e.g. it is not appropriate to initiate a discussion on police services if the body is acting upon a sewer issue).
3. AFTER NEW BUSINESS. - Public Comment is open to any legitimate item of business which can be considered by that Township Board/Commission (e.g. Planning Commission can discuss issues having to do with plan reviews, but cannot discuss why the Township does not plow your street sooner. Supervisors can discuss nearly every issue).

How to make a comment to any Township Board/Commission:

- a. The Chair will announce that the Board/Commission will now hear public comment, either on a specific issue or generally.
- b. You must then obtain recognition from the Chair prior to speaking.
- c. Once you have the floor, state your name and address for the record.
- d. You may then make your comment or ask your question. You will have three (3) minutes to make your statement, unless the Chair has announced otherwise, so please come prepared!

WESTTOWN TOWNSHIP BOARD OF SUPERVISORS REGULAR MEETING
Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown
Monday, September 16, 2024 at 7:30 PM

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

I. Pledge of Allegiance & Call to Order

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

II. Board of Supervisors Summary of Workshop, September 16, 2024

Mr. Foster reported that the Board held an Executive Session tonight to discuss real estate matters. In the Workshop, the Board met to discuss proposed improvements to the Oakbourne Park Mansion core parking area, to provide feedback on the placement of Bird Town designation signage, and to discuss the bond purchase proposal for the purpose of providing funds for the Crebilly land acquisition, and to accept public comments.

III. Approval of Meeting Minutes from September 3, 2024

Mr. Yost made a motion to approve the meeting minutes from September 3, 2024. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

IV. Departmental Reports

A. Westtown-East Goshen Police Department – Chief Bernot

Chief Bernot reported that there were 2148 calls for service in August with 947 involved Westtown. She announced that the upgrades were completed to the WEGO's meeting room and remote participation in the Police Commission meetings will be allowed on a trial basis. She also invited everyone to visit the WEGO Crime Watch website, their Facebook page and Instagram to discover the latest news and learn about trends.

Chief Bernot talked about latest crime trends in Westtown, including scams and fraud, vandalism and theft, and disturbances. She reported that there were 11 incidents of fraud of various nature, but the prominent one the Township is seeing is an email or text saying "I know who you are," attempting to use scare tactics to blackmail the recipient. She strongly advised not to respond. Chief Bernot also stated that vandalism and theft were trending, primarily retail theft at the Giant Food Store. She also touched on various disturbances taking place, including domestic, harassment, issues among the neighbors and noise related. Chief Bernot also reported an increase in the number of trespassing incidents being reported at churches, businesses, and occasionally private residences.

Mr. Pomerantz stressed the importance of public participation at the Police Commission meetings and encouraged residents to attend, especially when there is a virtual attendance option.

B. Planning Commission (PC) – Brian Knaub

Mr. Knaub reported that the Planning Commission continues its discussion on potential ordinance provisions for new developments and/or redevelopments in proximity to existing

transmission pipelines. He noted that there was a possibility of forming a subcommittee to dive into the specifics and then to present their findings to the rest of the Commission. Mr. Knaub further added that the County and residents who were involved in the pipeline safety discussions during the conditional use application for Stokes Estate development will be invited for discussions. He provided that the Commission continues working on the fence ordinance amendments with the next step to have the Township solicitor's review.

Mr. Foster wondered whether the residents in already established neighborhoods located in close distance to pipelines would need to seek variances because their lots would be non-conforming. Mr. Knaub noted it was something the Commission was aware of and would try to address. Mr. Foster was concerned with proposed changes to the fence ordinance pertaining to garden fences and reminded that agriculture is a by right use and is covered by the Right to Farm Act that provide property owners with the right to garden and determine its size. Mr. Knaub explained that the Commission was trying to determine the appropriate size of the garden that might be enclosed by a higher fence and agreed that it was something for the Board to weigh in on when the times comes.

Mr. Pomerantz asked how the Commission prioritizes between specific issues brought to their attention. Mr. Knaub explained the reasoning behind prioritizing fence regulations and opined that it was dependent on the subject matter. Mr. Pomerantz asked if the Commission addressed the request for sign ordinance amendments pertaining to religious institutions. Mr. Knaub explained that the consensus was to review the current regulations in more detail before making recommendations for any changes. Mr. Pomerantz asked for a feedback from Ms. Carter from a planning standpoint. Ms. Carter explained that based on the information received from the sign company and comments from the Commission, she researched into specific items pertaining to digital sign regulations and provided the Commission with a summary of her findings which she hopes would be beneficial for the upcoming discussion. She noted that based on her research, majority of municipalities limit such signage to commercial or institutional areas or along frontage of roadways of specific class, such as major arterials.

Mr. Foster asked whether the Commission thought about how these digital signs can be used, for example, for advertisement of local businesses. Mr. Knaub stated that the recommendation was to potentially require such signs to provide public notices and/or emergency notifications. Mr. Yost thought that the use of signs in case of emergencies, such as missing person, would be beneficial. Chief Bernot also added that many of the churches are used as emergency shelters and call centers, and thought that advertising that they provide charging stations and showers and food during emergencies was valuable.

C. Environmental Advisory Council – Mike Gioia

Mr. Gioia reported that the Council continues its discussion on the riparian buffer restoration project in Plumly open space. He reported that there was a concern with invasive plants coming back unless there is an ongoing maintenance in the cleared areas, therefore, the EAC was proposing to budget some funds for a contractor to remove invasive twice per year on the annual basis. Mr. Gioia also reported that the Council could not identify a specific area with enough trash to warrant the roadside trash removal, but noted that the state roadways are areas of the most trash accumulation, which would be more challenging to address. He stated that given the amount and location of trash, the consensus was not to proceed with efforts this year.

Mr. Gioia also recapped that the EAC was getting materials ready for Westtown Day, including composting and Bird Town related exhibits and kids activity. He also provided that the

locations for placement of Bird Town signage were in the works. Mr. Gioia also recapped the 2025 budget request totaling \$8,000, which includes the continued work in Plumly open space, items for Westtown Day, and Bird Town related initiatives.

Mr. Foster believed that most of the budget request seemed to fall under the Public Works responsibility and not the EAC and suggested to talk to Mark Gross about the plans for Plumly open space restoration.

D. Fire Marshal – Gerry DiNunzio

Mr. DiNunzio reported that there were 80 calls for service in Westtown, including fire and medical, 37 incidents in the West Chester Fire Department district and 43 in the Goshen Fire Company district. He summarized that the total year to date was 697 calls for service. He stated that West Chester Fire Department responded to 6 calls, of the 6 calls five were false alarms. He further added that Goshen Fire Department responded to 8 calls for service in which 4 were false alarms. Mr. DiNunzio recapped that the remaining 66 calls were emergency medical services in nature. He also added that he handled two burning complaints with one related to a fire pit and another one being unfounded.

E. Finance Department – Cindi King

Ms. King summarized the budget report that overall, not including open space, the financial department has received 73% of the budgeted revenues and spent approximately 46% of budgeted expenditures. She explained that the total balance of all accounts as of August 31st was 26.6 million. Ms. King also provided that the Township issued 66 delinquent letters for utility bill customers totaling over \$41,000. Regarding the Crebilly land acquisition, Ms. King reported that a lot of time was spent on the bond related items, providing the preliminary tax financial information, reviewing preliminary documents for financial accuracy, and preparing for the rating call.

V. Public Comment (Non-Agenda Items)

Ms. Leclerc, 940 Kilduff Circle, asked Chief Bernot whether the virtual meeting information about the Police Commission meeting would be on the website. Chief Bernot confirmed it would be. Ms. Leclerc explained that she was asking for help with dirt bike riders going up and down on Shiloh Road until 10:30pm. She pointed out that the bikes are not street legal and do not have headlights, but are on the roads well past dark. Chief Bernot noted that she was aware of the issue and encouraged Ms. Leclerc to call the police department as soon as she sees dirt bikes on the street. Chief Bernot explained that although the police are cracking down on individuals, it is not always the same people, so calling the department is the most effective way to get action.

Mr. Bill McElhill, 1543 Carmac Road, raised a number of questions to the Board about accountability and questioned actions of the former Township manager and the Board's response to said actions. Mr. Yost asked whether Mr. McElhill believed the former Township manager was responsible for fulfilling the contractual obligations and asked how the manager would be responsible if he was not a party to the contract. Mr. McElhill believed he was, and recapped that it was the case under Section 4.08 of said contract. Mr. Yost did not see how one could hold an individual responsible for the contract that he was not a party to. Mr. Foster stated that the Board was not going to go after the former Township manager like Mr. McElhill requests. Mr. Yost suggested for Mr. McElhill to provide a list of questions which would be

forwarded to the Township solicitor. Mr. McElhill responded that it was done previously and that he did not receive any response. He also asked whether the Township was aware of the class action suit against AJ Blosenski Inc and requested the Township to join as the claimant on behalf of the residents. Mr. Pomerantz asked for more details on the lawsuit. Mr. McElhill provided that it was an individual who filled it in Providence Township.

Mr. Patel, 811 E. Sage Road, summarized the benefits of garden, including aesthetics and water retention, and felt that the size of a garden should be decided by the homeowner and not the Township.

Mr. Lattimer, 404 Hillview Road in King of Prussia, inquired about the progress on the proposed Stokes Estate development. Mr. Foster replied that the subject matter was still under discussion. Ms. Carter added that the applicant was likely to present the revised settlement proposal at the first BOS meeting in October.

VI. Old Business

There was none.

VII. New Business

A. Public Hearing to Consider Adoption of Ordinance 2024-07 Bond Parameters

Mr. Foster opened the hearing, stating that the Bond Parameters ordinance provides funds for the purpose of financing as follows: 1) some or all of the costs of the acquisition of real property for open space purposes, 2) capitalized interest, and 3) paying the costs of issuing the bonds. He further explained that the proposed ordinance provides authorization for the Township to incur non-electoral 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 Crebilly land acquisition related costs. Mr. Foster noted that the ordinance was reviewed by the Township solicitor and Bond Counsel, and tonight's hearing was advertised in the Daily Local News on September 11, 2024. Ms. Helen Esbenshade reminded the Board to ascertain support through the use of roll call.

Mr. Yost made a motion to adopt Ordinance 2024-07 Bond Parameters to provide funds for the purpose of financing Crebilly land acquisition related items. Mr. Yost voted yes, Mr. Foster voted yes, and Mr. Pomerantz voted yes. There was no public comment, and the motion passed 3-0.

B. Consider Acceptance of Bond Purchase Proposal with Underwriter

Mr. Foster stated that the Board reviewed the bond purchase agreement between the Stifel, Nicolaus & Company, Inc. (Underwriter) and the Township for purchase General Obligation Bonds, Series of 2024. He explained that the Bonds may be issued in multiple series bearing separate designations, so long as the aggregate principal amount of any such series does not exceed \$12,000,000. He further added that the Bonds will be issued for the purpose of providing funds for and towards (i) financing some or all of the costs of the acquisition of real property for open space purposes; (ii) financing capitalized interest; and (iii) paying related costs and expenses of issuance of the Bonds.

Mr. Foster provided that the Bonds will be described and issued and secured under and pursuant to, the terms and conditions of Ordinance 2024-07 enacted by the Township on September 16, 2024 and the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania (the "Act"). Mr. Pomerantz asked Ed Murray, Underwriter, to explain why the amount listed on the bonds was \$12,000,000. Mr. Murray explained that it was needed to ask for some amount large enough to ensure that the needed amounts would be met over the next 30 years.

Mr. Yost made the motion to accept the bond purchase agreement with the Stifel, Nicolaus & Company, Inc. for purchase of General Obligation Bonds, Series 2024, for the maximum aggregate principal amount of \$12 million dollars. Mr. Pomerantz seconded.

Mr. McElhill expressed his concerns regarding the bond issuance, stating that the Township has had cost containment issues in the past five years. He believed that the Township's current pursuit of open space lacked proper due diligence. Mr. McElhill also believed that there has been no resident impact analysis done to assess whether fixed income elderly or disabled residents or other taxpayers may be adversely affected by this multigenerational multi-million dollar debt. He also believed that the Township has not conducted a park system utilization study to determine how many residents currently use the park and how frequently. He argued that such significant expenditure should be data driven and evidence-based and felt that the Township's primary focus has been on aggressive asset acquisition with little regard to the impact on the community.

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

C. Consider Street Road (SR 926) and Shady Grove Way Green Light Go Contract Award

Mr. Foster announced that the Township received one bid for the Street Road (SR 926) & Shady Grove Way Green Light Go Project. He further provided that the bid was from Lenni Electric Corporation of West Chester, PA in the amount of \$206,407. Mr. Foster pointed out that the estimated cost of the project, including final design, utilities and construction is \$337,125. He added that the Township budgeted \$70,000 towards the project and was awarded \$267,125 through PennDOT's Green Light-Go Program. Mr. Foster noted that Pennoni has reviewed the bid and recommends that the contract be awarded to Lenni Electric Corporation of West Chester, PA.

Mr. Yost made a motion to award the contract for the Street Road (SR 926) and Shady Grove Way Green Light Go project to Lenni Electric Corporation of West Chester, PA in the amount of \$206,407. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

D. Consider Designation of Remaining ARPA Funds

Mr. Foster stated that the Township is required to designate remaining American Rescue Plan Act (ARPA) funds by the end of this year, and those funds must be spent and invoiced by December 31, 2026. He explained that the Board has discussed options for the use of ARPA funds at their workshop on May 20, 2024, including further improvements to Oakbourne Park as outlined in the adopted Master Park Plan. Mr. Foster also provided that the Board discussed a concept plan for parking area enhancements at tonight's workshop to improve and enlarge the existing gravel parking lot near the pavilion, playground, and community garden, to address increased demand for park facilities, and to create a more safe and welcoming experience for visitors.

Mr. Yost made a motion to designate \$542,336.64 in ARPA funds for Oakbourne Park Mansion Core parking design and improvements. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

E. Consider Approval of Professional Services Agreement with Pennoni for Oakbourne Park Mansion Core Parking Improvements

Mr. Foster explained that the scope of this project includes constructing a paved parking lot with approximately 75 spaces, lighting, walkway connecting the parking lot to the mansion, and a stormwater management facility. He also provided that Pennoni's proposal includes performing necessary site investigations, providing specific design services, preparing construction plans and specifications suitable for competitive bidding, soliciting bids by construction contractors, and assisting the Township with administration of the construction process.

Mr. Yost made a motion to approve the professional services agreement with Pennoni in the amount of \$56,500 for Oakbourne Park mansion core parking lot improvements. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

F. Payment Application #16 to MECO Constructors, Inc.

Mr. Foster stated that Pennoni recommends approval of payment request #16 from MECO Constructors reflecting \$285,130.19 in improvements to the Oakbourne Park Athletic Complex. He provided that a significant amount of this payment reflects parking lot paving, parking lot pavement markings and signs, boulder wall, basketball, tennis and pickleball courts related items, bioretention basin, seeding, retaining walls, paving base repair, underdrains, and headwall riprap.

Mr. Yost made a motion to approve payment request #16 to MECO Constructors, Inc. in the amount of \$285,130.19. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

VIII. Announcements

Mr. Foster made the following announcements:

A. Westtown Township's 2025 Minimum Municipal Obligation for its Non-Uniformed Defined Contribution Cash Balance Plan will be \$69,759 - Pursuant to Act 205 of 1984, the Township is required to announce its obligation for the Township's non-uniformed defined contribution pension plan prior to September 30 of every year and include that amount in its budget for next year. The amount calculated is the minimum amount the Township is required to contribute to the plan for the upcoming year.

B. The Township is seeking applicants for the Director of Zoning and Code Enforcement
The full job description can be found on the Township website. Interested applicants should send their resume and letter of interest to Township Manager.

C. 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.

D. West Chester Area Council of Governments Meeting – September 19, 2024 at 6:00 pm

The Township will be hosting the WCACOG meeting that will include the discussion on lessons learned from tragedies and the potential for emergency management planning on a regional level.

E. Westtown Day – Sunday, October 6 – Please join us from 11 am to 3 pm on Sunday October

6 at Oakbourne park for this annual community event featuring live music, historical reenactors, tours of the Oakbourne Mansion, petting zoo, touch a truck, carnival games, food trucks and more! The winners of the Parks & Recreation photography contest and the Historical Commission’s Good Stewardship award will also be recognized. Please visit the Township website for more details or to sign up to volunteer.

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 \$47,595.98, Enterprise Fund bills of \$20,243.33, Capital Project Fund bills of \$383,308.56, and PLGIT P-Card of \$165,601.78 for a grand total of \$616,749.65. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

XI. Adjournment

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

Respectfully submitted,
Liudmila Carter
Township Manager

WESTTOWN TOWNSHIP
PUBLIC WORKS DEPARTMENT MONTHLY REPORT
SEPTEMBER 2024

ROADS

- ◆ Completed roadside mowing, last cut of the season.
- ◆ Two afterhours responses for downed trees across roads.
- ◆ All road employees attended a seminar on tree chipper safety.
- ◆ Repaired a pothole on W. Pleasant Grove Road at 202.
- ◆ Removed a hazard tree along E. Pleasant Grove Road.
- ◆ The 2024 Road Maintenance project is 75% complete with no reportable issues.
- ◆ Began monitoring of the Aqua water main replacement project on Blenheim Road.

BUILDINGS, PARKS, AND OPEN SPACE

- ◆ Mowed all grass areas 3 times this month.
- ◆ Started open space field mowing, last cut of the season.
- ◆ Contractor removed five dead trees from the Sage Road open space. WT employees provided traffic control.
- ◆ Replaced the HVAC filters at the administration building.

OAKBOURNE PARK AND MANSION

1. Completed construction oversight of the athletic core improvement project.
2. Installed a new air conditioning system in the kitchen of the mansion.
3. Trimmed trees and removed an invasive clump of vegetation along the soccer field.
4. Installed 10 interpretive signs throughout the park.
5. Installed accessories in the park restroom to facilitate janitorial maintenance.
6. Worked with consultants and BOS to define the scope of work for a parking area reconstruction at the mansion core.
7. Replaced perimeter paving blocks surrounding the pavilion for added safety.
8. Repaired a non-functioning retention basin and restored the basin floor.
9. Weeded and mulched the landscape beds at the athletic area.

PARKS AND OPEN SPACE

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

WASTEWATER

- ◆ Begin construction oversight for the Pleasant Grove Force Main replacement project. 25% complete and going well.
- ◆ Installed a repaired mixer motor at WCC.
- ◆ Temporarily retrofitted the tank level control system at WCC, awaiting delivery of updated controllers.
- ◆ Checked Rustin Walk development sanitary manholes for accessibility. Developer has not followed through on remediation as of yet.
- ◆ Completed an asphalt repair at WCC.

EQUIPMENT MAINTENANCE AND REPAIR

- ◆ 67-27 – State Inspected and serviced.

FUTURE PROJECTS

- ◆ Continue monitoring of the Aqua water main installation project on Blenheim Road.
- ◆ Repair benches in the fire circle area of Oakbourne Park due to tree damage.
- ◆ Stump grinding in all parks.
- ◆ Begin stormwater inlet repair throughout Township.

**MARK GROSS
DIRECTOR OF PUBLIC WORKS**

WESTTOWN TOWNSHIP ENVIRONMENTAL ADVISORY COUNCIL (EAC)
Westtown Municipal Building, 1039 Wilmington Pike, West Chester, PA
Tuesday, September 24, 2024 7:00 PM

Present: EAC members Bob Yeats (Chair), Ray Dandrea (Vice Chair), Joe Debes, and Russ Hatton. Adam Kapp, Mike Gioia and Meghan Hanney were absent. Also present was Mila Carter, Township manager.

I. Call to Order

Bob called the meeting to order at 7:00pm.

II. Approval of Minutes, August 27, 2024

Minutes have been tabled due to lack of quorum to vote.

III. Public Comment (non-agenda items)

None.

IV. Old Business

A. Riparian Buffer Restoration Project in Plumly Open Space

Joe Debes summarized that he provided a long-term maintenance plan to the EAC and the Township for review and comments and haven't received any feedback. He asked whether the Board received the requested budget from the EAC and what was the approval status. Mila explained that the Board will be discussing budget requests at a later date as they are working through capital and other high priority items at this time. She noted that it was up to the EAC to present the request and reasoning behind it to the Board. She suggested the first meeting in November. Bob Yeats asked whether Joe was happy with the work being done by Red Trail, contractor hired by the Township to assist with invasive removal related work. Joe responded that he was but he observed a lot of new growth that needed to be addressed.

B. Westtown Day Participation

Bob asked whether there was a list of items with roles and responsibilities for the event. He also asked about materials and handouts. Ray provided that he would bring a composting bin and posters on the subject matter and a pop up canopy and expected to be there by 9:30am to set up. He noted that Mike was not available until 12pm. Mila asked to confirm who was attending from the EAC. Bob believed it was Joe, Ray and Mike. Mila asked whether there was an appetite to organize a bird walk to the pond. She explained that it could be included in the program that each participant will receive at the welcoming table. Ray did not think there was enough volunteers for that. Bob provided that he would borrow some items from the former EAC member, including banners, easels and other items. Ray suggested a sign up sheet. There was a discussion about the extent of handouts. Mila asked about organizing a kid related activity that the EAC discussed previously. Bob suggested to reach out to Mike to see what he had in mind.

C. Resident Survey Recap (2022)

Bob provided a summary of resident survey that was collected in 2022. He provided that the EAC has been focusing on priorities identified in the survey. He expressed that it takes time to address every item and there was a need to develop a plan. Ray felt that the issue of single use plastics is important and advocated to bring it back to the discussion in the future. He shared that other municipalities have been successful at banning such use and that Westtown shall not be giving up. He wondered whether advocating for support at the shopping centers to raise awareness was beneficial. Bob agreed that the subject matter shall be reintroduced to the Board. Ray felt it was important to get clubs like Rustin High School Environmental club involved in community outreach efforts. There was a discussion of various ways to increase public participation in these efforts.

V. New Business

A. Litter Lifters of West Vincent

Bob Yeats recapped that the Board requested the Council to evaluate areas in Westtown, particularly roadways that might be in a need of cleanup efforts, and introduced Beth Intoccia, Chairperson of Litter Lifters of West Vincent. Beth described how she got involved with the group by picking up litter in her neighborhood during the pandemic and eventually ended up forming a subcommittee of West Vincent EAC with the focus on roadway trash cleanup. She shared her experience with the Keep Pennsylvania Beautiful initiative and collaboration with PennDOT and local police departments. Beth noted that adopting a state highway was a great start with PennDOT providing a great deal of support. She pointed out that the first event took about 3 months of planning and now she is involved into more than 40 events per year with various organizations and municipalities.

Joe Debes asked whether her group was involved with stream cleanup as well. Beth clarified that the group's primary focus is roadways, but felt that contributing to stream cleanup efforts was important. Ray asked about safety signage. Beth explained that she was able to borrow roadway safety signs from police departments and eventually was able to purchase eight for the group's use. She noted that it was crucial to think about safety when initiating roadway cleanups and to create a plan. Beth also explained that their events start at 7:30am on Saturdays to avoid traffic and include police officers following behind with flashers on for roadway safety. She provided that she created various documents that can be used by others to organize events and noted that she does a safety related talk and asks for liability waivers to be signed by volunteers prior to participation. Joe noted that it seemed similar to what the Chester Ridley Crum (CRC) Watersheds Association was doing. Beth described her group's involvement with local businesses that contribute gift cards and food related items for volunteers. Joe asked about funding sources. Beth responded that the group's budget was \$1,800 last year and is currently \$800 per year, and the rest comes from businesses and other sources. She also noted that volunteers do not have expectations for food or gift cards and when she can, she tries to provide that if possible.

Beth also provided that she uses social media to connect with various groups that might be interested in volunteering. Mila asked about police involvement. Beth explained that police does not get paid overtime, and are very supportive of the cleanup efforts.

She recommended getting the State Police involved as a start and also to reach out to local police department for additional support. She also noted that she limits the number of volunteers per event to make it safe and manageable. Beth also suggested to reach out to local high schools and their clubs, and organizations that provide community services for those with minor offences. Bob asked about their approach to roadway clean up. Beth responded that it does depend on a specific section, but most cases the group cleans both sides and always have a safety checklist and a strategy beforehand. She also suggested to have a separate email list for volunteers. Ray asked whether she thought the plastic bag ban made any difference in the amount of trash along the roadways. Beth provided that most trash is alcohol related but they do see plastic bags here and there stuck on trees. She thought that eventually it would make a difference. Ray wondered whether businesses were at fault for littering. Beth disagreed that it was people and not businesses. Joe felt that businesses shall be hold accountable and bare responsibility for generating litter. Beth thought that businesses are doing that by providing support for trash cleanup efforts. She encouraged the EAC not to give up and dip into resources that are available already.

B. Rustin High School Environmental Club

Bob suggested to meet with the Rustin High School students to initiate some activities and to connect with potential volunteers. The Council discussed potential topics to bring up with the students and opportunities for activities. Joe volunteered to work on the outline and presentation to frame the discussion with the students. Bob will finalize the date but believed it will take place sometime between November and December.

C. Recap of webinar on Engaging in Policymaking for Food Systems, Waste and Climate: Tips, Strategies, and Best Practices

Ray summarize his takeaways from the webinar which was primarily focused on strategy to approach politicians on the subject matter. He recapped that relationship building and collaboration and engagement with school age children were found to be beneficial to move forward environmentally focused initiatives.

VI. Bird Town Committee Report

Ray summarized that the Board agreed with the placement of Bird Town markers, except that one was proposed on the privately owned property, which needed the property owner's permission. He also added that webpage content needed to be developed and believed that Allyson Debes was taking a lead on that.

VII. Planning Commission Report

Russ provided the Planning Commission's report from the September 18th meeting. Joe asked whether there were opportunities for the EAC to get involved in ordinance amendments.

VIII. BOS Report

Mike was absent to provide a report of the Board's September 16th meeting.

IX. Public Comment (All Topics)

None.

X. Announcements

A. Mila announced that the applicant will present a revised settlement proposal for the Stokes Estate residential development at the next Board's meeting.

XI. Adjournment

There being no further business, Bob adjourned the meeting at 9:08 pm.

Respectfully submitted,
Liudmila Carter
Township Manager

DRAFT

**FINANCIAL SECURITY AGREEMENT
GRADING PERMIT**

THIS Agreement, is made as of this 2nd day of October, 2024, by and between Westtown Township (by and through its Board of Supervisors), Chester County, Pennsylvania, a Township of the Second Class, with offices at 1039 Wilmington Pike, West Chester, Pennsylvania ("Township") and BSR Solar LLC, a limited liability company, with its address at 9400 Reeds Road, Suite 150, Overland Park, KS, 66207, and its successors and assigns ("Developer").

BACKGROUND

A. Developer represents that it has submitted to Township an application for a Grading Permit for the installation of certain Improvements on a tract of land that is part of the Westtown School Campus, in Westtown Township, being Tax Parcel Numbers 67-5-27 and 67-2-25 ("Subject Property"), in connection with the construction of a solar energy system including solar panels, transformer, switch gear and electrical lines (the "Project"). The instant Agreement pertains to those public Improvements designated on the Grading Permit Plan and listed in summary form on the attached Improvement Cost Estimate, attached hereto and incorporated herein as Exhibit "A" (the "Improvements").

B. On or about August 21, 2023, the Board of Supervisors of the Township granted Conditional Use approval to develop the Property with the Project, subject to certain conditions, including the posting of financial security to guarantee completion of the Improvements, all conditions of which were agreed to by the Developer who hereby confirms said agreement (the "Approval").

D. Township and Developer hereby enter into this Financial Security Agreement which will govern the posting, utilization and release of the financial security identified herein to secure the completion of the Improvements associated with the Project.

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

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

1. Definitions; Interpretation

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

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

(2) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement and the funds representative thereof and therein.

(3) "Improvements" shall mean those secured public Improvements designated on the Plans (defined below) and listed in summary form on the attached Improvement Cost Estimate, attached hereto and incorporated herein as Exhibit "A."

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

(5) "Plans" shall mean that certain Conditional Use/Grading Permit Plans prepared by Bohler Engineering, dated April 3, 2023, last revised June 24, 2024, consisting of various plan sheets, including, without limitation, all notes, statements and other information appearing on the plan, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the Plans.

(6) "Project" shall mean the proposed the construction of a solar energy system including solar panels, transformer, switch gear and electrical lines on the Property, together with stormwater management facilities, and such other improvements proposed or required on and by the Plans.

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

2. Financial Security

a. Developer, in accordance with and pursuant to the terms of this Financial Security Agreement, shall establish and maintain Financial Security in the form of an improvement bond to be issued by a Financial Institution under and in accordance with the terms and conditions of this Agreement. (The said improvement bond is defined herein as the "Financial Security.") The Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Financial Institution, as issuer of the improvement bond, shall be subject to approval of Township, which approval shall not be unreasonably withheld. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion of the Improvements in accordance with and pursuant to the terms and conditions of the grading permit issued by the Township, and shall further guarantee the performance of the other obligations of Developer under this Agreement.

b. The initial amount of the Financial Security shall be Four Hundred Fifty-One Thousand, Seven Hundred Sixty-Four Dollars 45/100 (USD \$451,764.45), which amount is one hundred and ten percent (110%) of the total of (i) the estimated costs of completing the Improvements and (ii) the estimated amounts of other costs, expenses and fees, as such estimated costs and amounts are more fully and further set forth in Exhibit "A" attached hereto.

c. A notation shall appear on the records of the Financial Institution providing that, except as provided in and by this Agreement or as may be otherwise consented to and approved and directed in and by a writing signed by the Township, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Financial Security shall be fully available to the Township for use under and for purposes of this Agreement.

d. The Financial Institution shall acknowledge and verify in writing to Township that, among other things: (i) the Financial Security has been duly issued, and (ii) the issuance of the Financial Security does not violate any federal, state or other laws or regulations applicable to the Financial Institution, and (iii) that the notation required by Subsection 2.d. above appears on its records. The written acknowledgment and verification shall be substantially in the form attached hereto and made fully part hereof as Exhibit "B."

e. The Financial Security shall remain in place until such time as construction of the Improvements is complete, subject to periodic releases as set forth in Section 4 ("Interim Release of Funds") of this Agreement.

3. Adjustments to Financial Security

a. Developer agrees that the total amount of the Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as permitted as follows:

(1) Township reserves the right to refuse or limit a request for release of the Financial Security, if, in the sole opinion of Township, the balance of the Financial Security is insufficient to complete the Improvements, or to pay any of the other costs, expenses or fees incurred by the Township related to the Project (including reasonable professional consultant fees) for which the Financial Security has been established, as a result of any foreseeable or unforeseeable events which may arise at any time prior to the completion of the Improvements, including, without limitation, interruptions in construction and inflationary increases in the cost of materials.

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

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

4. Interim Releases of Funds

a. As the work of the construction of the Improvements satisfactorily proceeds, Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds to Developer in such amounts as

directed by the Township in writing, but only by and upon the issuance to and receipt by the Developer of a duly executed Certificate of Completion signed by the Township Engineer and the Chairperson of the Board of Supervisors of the Township. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "C" attached to and made fully part of this Financial Security Agreement.

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

5. Default

a. If Township determines that any of the Improvements have not been completed fully in accordance with the terms, conditions, and requirements of the grading permit, Township shall provide Developer with written notice identifying the noncompliance and the steps required to address the same and an opportunity to cure with default within thirty (30) days of receipt of the written notice, or longer if the nature of the cure reasonably required (hereinafter referred to as "Notice and Opportunity to Cure"), after which Township may declare Developer to be in default under this Financial Security Agreement, and Township, in addition to such other or further rights and remedies as may be available, shall have the right to demand and collect payment from the Financial Security of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Financial Security, or any part or lesser amount thereof which Township in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure.

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

(1) Developer hereby authorizes the Financial Institution upon such default, provision of Notice and Opportunity to Cure, and failure to cure, without further inquiry being made, to issue said payment directly and immediately to Township or its order, and no further authorization, consent and/or approval of or by Developer to or of said payment shall be required.

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

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

(4) Developer hereby remises, releases and forever discharges Financial Institution from any and all liability with respect to honoring any such draws by Township.

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

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

(7) If the reasonable costs, expenses and fees, incurred by Township on account of (i) the foregoing completion of Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by Township from and under the Financial Security, Developer shall be liable to Township for such excess of such reasonable costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to Township immediately upon demand.

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

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

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

7. Validity and Enforceability of Financial Security

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

b. During the continuance of this Financial Security Agreement, Developer shall, as may be requested by written notice from Township from time to time or at any time, provide verification and proof to Township concerning the existence, validity and enforceability of the Financial Security. The verification and proof shall be satisfactory to Township.

d. If Township determines that, upon the information provided or not provided pursuant to Subsections 7.b above, the financial security requirements of this Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Financial Security under and in accordance with this Agreement, Township shall give Developer written notice to provide the required Financial Security within thirty (30) days of the date of the notice. If Developer fails to

so provide the Financial Security to Township's reasonable satisfaction within that time, Township, in addition to other and further rights and remedies as may be available, may revoke all permits previously issued in connection with the Subject Property and/or the Subject Land Development, may refuse to issue any new permits, and/or may issue stop, cease and desist orders upon the construction of the Improvements and/or other Improvements or any part thereof, until the Financial Security is provided to Township's reasonable satisfaction.

e. Developer further agrees that if it determines or obtains knowledge during the continuance of this Financial Security Agreement that the Financial Institution is, may be or will be unable to honor, provide or maintain the Financial Security for any reason whatsoever in accordance with this Agreement (including, but not limited to, the reason that control of the Financial Institution is or is about to be assumed by an agency of the United States government or the Commonwealth of Pennsylvania), Developer shall, immediately, but in no event later than two (2) business days after making such determination or obtaining such knowledge, give written notice of the same to Township. Within thirty (30) days after either the aforesaid notice is given by Developer or such other time as Township notifies Developer that the Financial Security does not exist to the satisfaction of Township, Developer shall obtain additional or substituted financial security with another financial institution as shall be satisfactory to Township. The failure of Developer to provide such additional or substituted financial security shall allow Township, in addition to other or further rights and remedies as may be available, to revoke all permits previously issued in connection with the Subject Property and/or the Subject Subdivision/Land Development, to refuse to issue any new permits, and/or to issue stop, cease and desist orders upon the construction of the Improvements and/or other Improvements or any part thereof, until such additional or substituted financial security is provided to Township's satisfaction.

f. Developer agrees that any and all notices from the Township to the Financial Institution demanding payment of, from and under the Financial Security shall be valid and enforceable, and shall be honored by the Financial Institution if given to the Financial Institution during the continuance of this Agreement.

8. Township Non-Responsibility

a. This Financial Security Agreement shall not impose, or be construed to impose, any liability, responsibility or obligation on Township for the design, layout, construction, installation, maintenance or upkeep of the Improvements, or render Township liable for the costs of any work to be performed under or in connection with the grading permit or for any other costs to be incurred under or in connection with this Agreement or the grading permit, it being expressly understood and agreed that the full responsibility and financial liability for all the foregoing are imposed upon Developer.

9. Financial Institution Non-Responsibility

A. Developer agrees that Financial Institution shall have no duty to inquire as to the truthfulness, acceptability, due execution, due authorization or validity of any document, certificate, statement or notice which purports to have been executed by an official or other representative of the Township.

B. Developer and the Township further agree that Financial Institution shall not have any duty or responsibility with respect to the Financial Security other than to comply with the terms of this Agreement that apply to the actions which the Financial Institution is to take or not take with respect to the Financial Security.

C. Developer and Financial Institution further agree that the obligations of the Financial Institution under this Agreement, and under and with respect the Financial Security, are for the sole benefit of the Township, and shall not be affected, in any way, by any default, action or omission of Developer.

D. The Township and Developer further agree and acknowledge that the Financial Institution assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Improvements or the obligations of the Developer under this Agreement or the Development Agreement.

10. Charges of Financial Institution

a. Any and all charges made by the Financial Institution for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Financial Institution under, pursuant and/or related to this Agreement are the sole responsibility of Developer and shall be billed to and paid directly by Developer, and no amount of, from or under the Financial Security may be used by or paid to the Financial Institution for such charges. Developer agrees that the Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend the Township from and against any such charges.

11. Insolvency of Developer

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

12. Payments, Reductions or Releases of Financial Security

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

13. Notices

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

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

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

14. Miscellaneous

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

b. Assignment; Delegation. Nothing herein shall prohibit the assignment of this Agreement by Developer to entities that assume the responsibility for construction and/or maintenance of the solar energy system on the Property. Upon assignment, Developer shall provide the name and contact information for any assignee to the Municipality.

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

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

e. Severability. If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall

adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

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

g. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

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

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

ATTEST:

WESTTOWN TOWNSHIP

By:

Thomas A. Foster

Title: Chairman

Date: _____

ATTEST:

Kelli M. Amick

BSR SOLAR LLC

By:

[Signature]

Name: William P. Love

Title: CEO

Date: 10-02-2024



Exhibit "A"

Improvements Cost Estimate

EXHIBIT "B"

ACKNOWLEDGMENT AND VERIFICATION

THE UNDERSIGNED The Cincinnati Insurance Company, by duly authorized officer or other representative and intending to be legally bound, hereby acknowledges, verifies and agrees:

1. **THAT** the Undersigned is, for so long as the Financial Security is outstanding, the entity referred to as the "Financial Institution" in that certain Financial Security Agreement, dated September 19, 2024 (the "Financial Security Agreement") between Westtown Township, Chester County (the "Township") and BSR SOLAR LLC, (the "Developer"), with respect to the solar Project, as shown on the Conditional Use/Grading Permit Plans prepared by Bohler Engineering, dated April 3, 2023, last revised June 24, 2024.
2. **THAT**, as of the date hereof, an improvement bond, in the amount of Four Hundred Fifty-One Thousand, Seven Hundred Sixty-Four Dollars 45/100 (USD \$451,764.45), has been duly issued by the Undersigned for use under, for purposes of and in accordance with the Financial Security Agreement.
3. **THAT** the Financial Security is an improvement bond, bearing No. 3310676, and that the improvement bond has been established with the Township as Beneficiary as the Financial Security for the Improvements.
4. **THAT** the above improvement bond is the Financial Security referred to as the "Financial Security" in the Financial Security Agreement.
5. **THAT**, except as provided in and by the Financial Security Agreement or as may be otherwise consented to and approved and directed by the Board of Supervisors of the Township in and by a writing signed by the Chairperson of the Board of Supervisors, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed or expired, unless in conformity with paragraph 2.c. of the Financial Security Agreement, and (iii) the balance of funds in the Financial Security shall be fully available to the Township for use under, for purposes of and in accordance with the Financial Security Agreement.
6. **THAT** a notation appears on the records of the Undersigned setting forth the substance of Paragraph 5 above.
7. **THAT** the Financial Security has been duly established and will be maintained by the Undersigned to comply with the Financial Security Agreement, a copy of which has been received and reviewed by the Undersigned.
8. **THAT** the Undersigned will comply with the terms of the improvement bond.
9. **THAT** the issuance of the improvement bond does not violate any of federal, state or other laws or regulations applicable to the Undersigned.

10. **THAT** the Undersigned shall not assign or delegate any of its duties or obligations under this Acknowledgment and Verification or otherwise, as the Financial Institution under the Financial Security Agreement, without the express written consent of Township, which shall not be unreasonably withheld, conditioned or delayed, except in the case of a sale or merger of the Undersigned where the successor remains liable under the improvement bond, no consent shall be required.

11. **THAT**, subject to Paragraph 10 above, the duties and obligations of the Undersigned, under this Acknowledgment and Verification or otherwise as the Financial Institution under the Financial Security Agreement, shall be binding upon the successors and assigns of the Undersigned.

Financial Institution:

The Cincinnati Insurance Company



Witness

Alycia Hoebener

Printed Name

Witness

Printed Title

By: 

Desiree E. Westmoreland

Printed Name

Attorney-in-Fact

Printed Title

Date: 9/19/24

EXHIBIT "C"

**CERTIFICATE OF COMPLETION AND
AUTHORIZATION OF REDUCTION AND RELEASE
NO. _____**

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and improvements, described hereinbelow, completion of which is provided under and by that certain grading permit between Westtown Township, Chester County ("Township") and BSR Solar LLC, ("Developer"), dated _____, 202__, concerning the construction, installation and completion of improvements in the solar project on Westtown School campus **HAVE BEEN COMPLETED TO THE EXTENT OF THE AMOUNT INDICATED IN ITEM I BELOW;** and

B. AUTHORIZE The Cincinnati Insurance Company (Financial Institution), pursuant to the Financial Security Agreement of the same date, **TO REDUCE** the Financial Security, in the nature of an improvement bond provided and held with said Financial Institution to guaranty, among other things, the completion of said work and improvements, **TO THE EXTENT OF THE AMOUNT INDICATED IN ITEM III BELOW,** and **TO RELEASE SAID AMOUNT OF REDUCTION FROM AND UNDER THE TERMS AND CONDITIONS OF THE ESCROW ACCOUNT.**

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

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

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

I. COST OF COMPLETED WORK AND Improvements \$ _____

II. AMOUNT OF REDUCTION AND RELEASE \$ _____

Date

Township Engineer

Date

**Chairperson,
Westtown Township
Board of Supervisors**

PREPARED BY & RETURN TO:
Riley Riper Hollin & Colagreco
Attn.: Gina M. Gerber, Esquire
717 Constitution Drive
P.O. Box 1265
Exton, PA 19341
(610) 458-4400

UPI Nos.: 67-2-19, 67-2-24, 67-2-24.2, 67-2-25,
67-2-25.1, 67-2-25.2, 67-2-25.3 and 67-5-27
975 Westtown Road

**STORMWATER BEST MANAGEMENT PRACTICES (BMPs) AND
CONVEYANCES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 2nd day of October,
2024, by and between Westtown School, (hereinafter the "Landowner"), BSR Solar, LLC
(hereinafter "Developer") and Westtown Township, Chester County, Pennsylvania, (hereinafter
"Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the land records of Chester County, Pennsylvania, at Deed Book 5973 and Page 58, and Deed Book 9407 and Page 491 (hereinafter "Property"); and

WHEREAS, the Landowner has contracted with Developer to develop a parcel on the Property identified as Tax Parcel Number 67-5-27 with a solar energy system including solar panels, transformer, switch gears and electrical lines, together with various improvements including stormwater management facilities and other related improvements in accordance with a Conditional Use/Grading Permit Plan prepared by prepared by Bohler Engineering, dated April 3, 2023, and last revised January 5, 2024, ("the Plan") which Plan has been submitted to the Municipality for the purpose of securing the necessary permits for the construction of the solar energy system; and

WHEREAS, the Landowner and Developer have entered into a Power Purchase Agreement which further defines the rights and responsibilities of Landowner and Developer as it relates to the construction and Maintenance of the solar energy system and attendant stormwater management improvements;

WHEREAS, the Post Construction Stormwater Management Plan approved by the Municipality for the Property, which is Sheets C-905 and C-906 of the Plan (hereinafter referred to as the “O&M Plan”), which is expressly made part hereof, provides for management of stormwater within the confines of the Property through the use of BMP(s) and conveyances; and

WHEREAS, the Municipality, the Landowner and the Developer, for itself and its administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of the residents of the Municipality and the protection and maintenance of water quality require that stormwater BMP(s) and conveyances be constructed and maintained on the Property; and

WHEREAS, for the purposes of this agreement, the following definitions shall apply:

BMP – “Best Management Practice” –Those activities, facilities, designs, measures, or procedures as specifically identified in the O&M Plan, used to manage stormwater impacts from land development, to meet state water quality requirements, to promote groundwater recharge, and to otherwise meet the purposes of the Municipality’s Stormwater Management Ordinance. BMPs may include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, manufactured devices, and operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff. The BMPs identified in the O&M Plan are permanent appurtenances to the Property; and

Conveyance – As specifically identified in the O&M Plan, a man-made, existing or proposed facility, structure or channel used for the transportation or transmission of stormwater from one place to another, including pipes, drainage ditches, channels and swales (vegetated and other), gutters, stream channels, and like facilities or features. The conveyances identified in the O&M Plan are permanent appurtenances to the Property; and

WHEREAS, the Municipality requires, through the implementation of the O&M Plan, that stormwater management BMPs and conveyances, as required by said O&M Plan and the Municipality’s Stormwater Management Ordinance, be constructed and adequately inspected, operated and maintained by the Landowner, its administrators, executors, successors in interest, heirs, and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals to this Agreement are incorporated as terms of this Agreement as if fully set forth in the body of this Agreement.
2. The Developer shall construct the BMP(s) and conveyance(s) in accordance with the final

design plans and specifications as approved by the Municipality and as shown on the O&M Plan.

3. The Developer and Landowner shall inspect, operate and maintain the BMP(s) and conveyance(s) as shown on the O&M Plan in good working order acceptable to the Municipality and in accordance with the specific inspection and maintenance requirements in the approved O&M Plan.

4. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the Property from a public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) and conveyance(s) whenever it deems necessary for compliance with this Agreement, the O&M Plan and the Municipality's Stormwater Management Ordinance. Whenever possible, the Municipality shall notify the Landowner prior to entering the Property. When requested by the Landowner or Developer, the Municipality shall give the Landowner and Developer, its successors and assigns, copies of any inspection report with findings and evaluations of the inspection.

5. The Municipality intends to inspect the BMP(s) and conveyance(s) at a minimum of once every three (3) years to determine if they continue to function as required.

6. The Landowner and Developer acknowledge that, per the Municipality's Stormwater Ordinance, it is unlawful, without written approval of the Municipality, to:

- a. Modify, remove, fill, landscape, alter or impair the effectiveness of any BMP or conveyance that is constructed as part of the approved O&M Plan;
- b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into a BMP or conveyance that would limit or alter the functioning of the BMP or conveyance;
- c. Allow the BMP or conveyance to exist in a condition which does not conform to the approved O&M Plan or this Agreement; and
- d. Dispose of, discharge, place or otherwise allow pollutants including, but not limited to, deicers, pool additives, household chemicals, and automotive fluids to directly or indirectly enter any BMP or conveyance.

7. In the event that the Landowner and Developer fails to operate and maintain the BMP(s) and conveyance(s) as shown on the O&M Plan in good working order acceptable to the Municipality, the Municipality shall provide to the Landowner and Developer written notice of the need for remedial action and grant Landowner and Developer thirty (30) days from the date the notice is received to remediate the issue (or such additional time as may be agreed to by Landowner, Developer and Township if said remediation cannot be reasonably taken within thirty (30) days) (herein referred to as "Notice and Opportunity to Cure"). If Landowner or Developer fails to remediate the issue in accordance with the Notice and Opportunity to Cure, the Landowner and Developer shall be in violation of this Agreement, and the Landowner and Developer agrees that the Municipality or its representatives may, in addition to and not in derogation or diminution of any remedies available to it under the Stormwater Ordinance or other statutes, codes, rules or regulations, or this Agreement, enter upon the Property and take whatever

action is deemed necessary to maintain said BMP(s) and conveyance(s). It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.

8. In the event that the Municipality, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner or Developer shall reimburse the Municipality for all expenses (direct and indirect) incurred within forty-five (45) days of delivery of an invoice from the Municipality. Failure of the Landowner or Developer to make prompt payment to the Municipality may result in enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner and Developer, or may proceed to recover its costs through proceedings in equity or law as authorized under the provisions of the Westtown Township Code.

9. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMP(s) and conveyance(s) by the Landowner and Developer; provided, however, that this Agreement shall not be deemed to create or affect any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.

10. The Landowner and Developer, for itself and its executors, administrators, assigns, heirs, and other successors in interest, hereby releases and shall release the Municipality's employees, its agents and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees, agents or representatives arising out of the construction, presence, existence, or maintenance of the BMP(s) and conveyance(s) either by the Landowner, Developer or Municipality, except those caused by the willful misconduct or gross negligence of Municipality, its employees, agents and designated representatives. In the event that a claim is asserted or threatened against the Municipality, its employees, agents or designated representatives, the Municipality shall notify the Landowner and the Developer, and the Landowner or Developer shall defend, at his own expense, any claim, suit, action or proceeding, or any threatened claim, suit, action or proceeding against the Municipality, or, at the request of the Municipality, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Municipality, except those claims arising from the willful misconduct or gross negligence of Municipality, its employees, agents and designated representatives. If any judgment or claims against the Municipality's employees, agents or designated representatives shall be allowed, the Landowner or Developer shall pay all damages, judgments or claims and any costs and expenses incurred by the Municipality, including attorneys fees, regarding said damages, judgments or claims, except such damages, judgments or claims arising out of the willful misconduct or gross negligence of Municipality, its employees, agents and designated representatives.

11. The Municipality may enforce this Agreement in accordance with its Stormwater Ordinance, at law or in equity, against the Landowner and Developer for breach of this Agreement. Remedies may include fines, penalties, damages or such equitable relief as the parties

may agree upon or as may be determined by a Court of competent jurisdiction. Recovery by the Municipality shall include its reasonable attorney's fees and costs incurred in seeking relief under this Agreement.

12. Failure or delay in enforcing any provision of this Agreement shall not constitute a waiver by the Municipality of its rights of enforcement hereunder.

13. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s) prior to the purchase of units/lots within the Property by said future buyers, and must comply with this Agreement to the extent required.

14. This Agreement shall insure to the benefit of and be binding upon, the Municipality, the Landowner and the Developer, as well as its heirs, administrators, executors, assigns and successors in interest.

15. Nothing herein shall prohibit the assignment of this Agreement by Developer to entities that assume the responsibility for construction and/or maintenance of the solar energy system on the Property. Upon assignment, Developer shall provide the name and contact information for any assignee to the Municipality.

16. This Agreement is governed by the laws of the Commonwealth of Pennsylvania.

17. This Agreement shall be recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, and shall constitute a covenant running with the Property, in perpetuity.

ATTEST:

WESTTOWN TOWNSHIP

By:

Name: Thomas A. Foster

Title: Chairperson

Date: _____

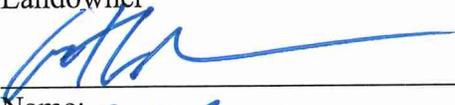
ATTEST:

WESTTOWN SCHOOL

Landowner



By:



Name: CHRIS BERBOW

Title: Head of School
Date: 10/2/24

ATTEST:

BSR SOLAR, LLC
Developer

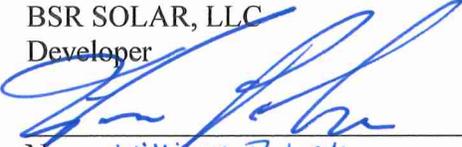
By: _____
Name:
Title:
Date: _____

Title:
Date: _____

ATTEST:

Kelli M. Amick

BSR SOLAR, LLC
Developer

By: 

Name: William P. Love

Title: CEO

Date: 10-02-2024



ACKNOWLEDGMENT

STATE OF Kansas :
COUNTY OF Johnson :
SS.

On this 2nd day of October, 2024, before me, a Notary Public in and for the State of Kansas, the undersigned officer, personally appeared William P. Love who acknowledged himself/herself to be the CEO of BSR Solar, LLC and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

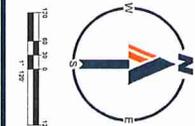
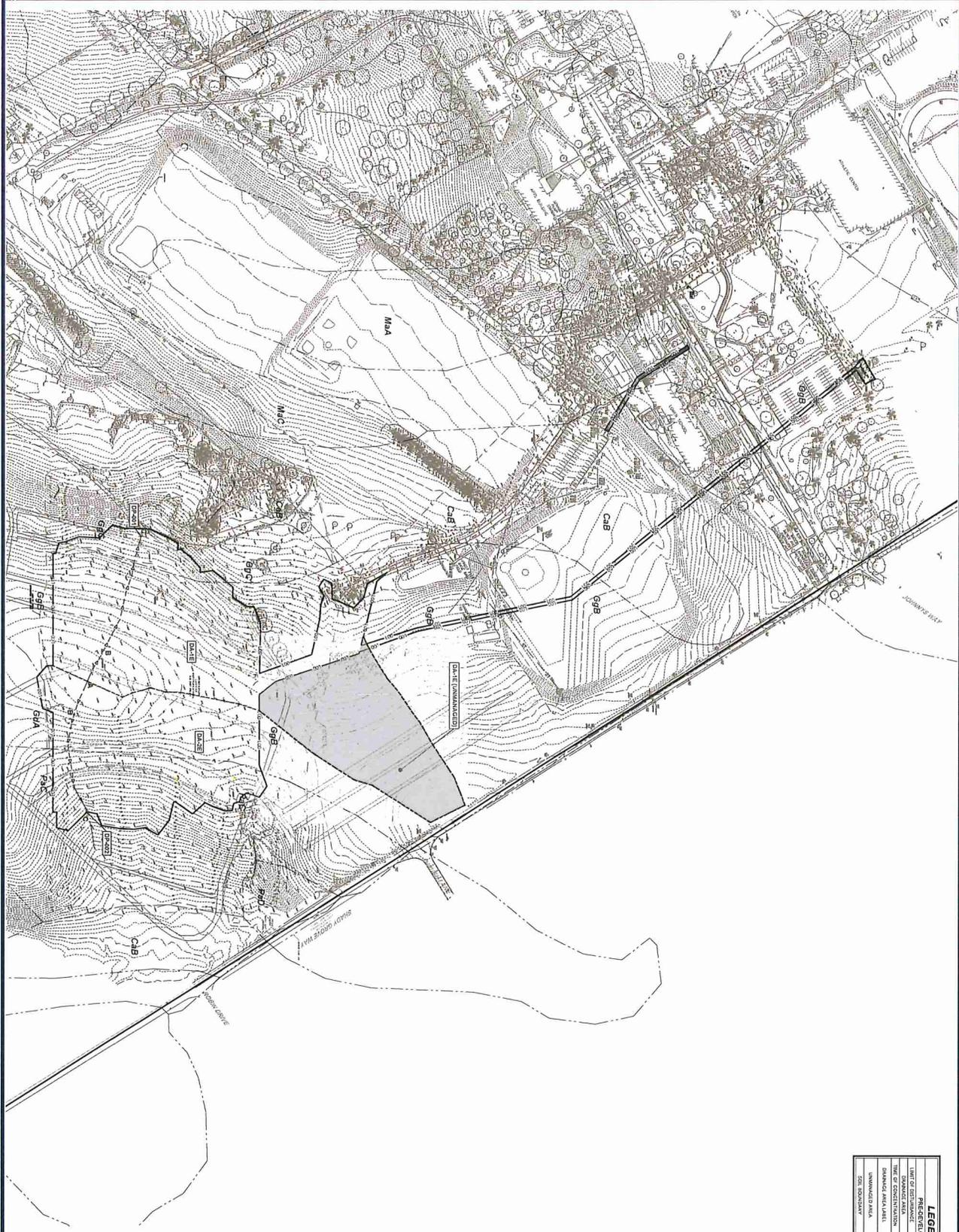


Kelli M. Amick
Notary Public

My Commission Expires: 06-10-2028

EXHIBIT "A"

Stormwater Management Plan ("O&M Plan")
Sheets C-905 and C-906 of the Conditional Use/Grading Permit Plan



| LEGEND | |
|-------------------------|-----|
| LINE OF SETTLEMENT | --- |
| LINE OF DISTURBANCE | --- |
| PROPOSED CONSTRUCTION | --- |
| EXISTING CONSTRUCTION | --- |
| PROPOSED DRIVE PAVEMENT | --- |
| EXISTING DRIVE PAVEMENT | --- |
| PROPOSED DRIVE | --- |
| EXISTING DRIVE | --- |
| PROPOSED ROAD | --- |
| EXISTING ROAD | --- |

BOHLER //

SITE CIVIL AND CONSULTING ENGINEERING
 LAND SURVEYING
 PROGRAM MANAGEMENT
 LANDSCAPE ARCHITECTURE
 SUSTAINABLE DESIGN
 PERMITTING SERVICES
 TRANSPORTATION SERVICES

| REV. | DATE | REVISIONS |
|------|------------|-----------|
| 1 | 10/20/2010 | PERMITS |
| 2 | 10/20/2010 | CONTRACTS |
| 3 | 10/20/2010 | CONTRACTS |
| 4 | 10/20/2010 | PERMITS |
| 5 | 10/20/2010 | CONTRACTS |
| 6 | 10/20/2010 | CONTRACTS |
| 7 | 10/20/2010 | CONTRACTS |
| 8 | 10/20/2010 | CONTRACTS |
| 9 | 10/20/2010 | CONTRACTS |
| 10 | 10/20/2010 | CONTRACTS |

811

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www.811.com

PERMIT SET

PROJECT: WEST TOWN SCHOOL

CLIENT: WEST TOWN SCHOOL DISTRICT

DATE: 10/20/2010

SCALE: AS SHOWN

CONDITIONAL USE / GRADING PERMIT PLANS

PROJECT: WEST TOWN SCHOOL

CLIENT: WEST TOWN SCHOOL DISTRICT

DATE: 10/20/2010

SCALE: AS SHOWN

BOHLER //

1500 CHESTNUT STREET, SUITE 200
 CHESTER, PA 19326
 PHONE: 610.336.8100
 WWW.BOHLERENGINEERING.COM

CHESTER COUNTY

OFFICE OF ENGINEERING

1500 CHESTNUT STREET, SUITE 200
 CHESTER, PA 19326
 PHONE: 610.336.8100
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PRE-DEVELOPMENT DRAINAGE AREA PLAN

SHEET NUMBER: **C-905**

REVISION 1 - 10/20/2010

RESOLUTION 2024-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTTOWN TOWNSHIP,
CHESTER COUNTY, PENNSYLVANIA, APPOINTING A CERTIFIED PUBLIC
ACCOUNTANT FIRM FOR THE PURPOSE OF MAKING AN EXAMINATION OF
ALL THE ACCOUNTS OF WESTTOWN TOWNSHIP FOR THE FISCAL YEARS OF
2024, 2025 AND 2026.**

Whereas, the Commonwealth of Pennsylvania Second Class Township Code, Act of May 1, 1993 (P.L.,103, No.69), Reenacted and Amended November 9, 1995 (P.L.,350, No 60), as amended, Article IX, section 917 (b) authorizes the Board of Supervisors to contract with a certified public account or a firm of public accountants, either of which shall be registered in this Commonwealth, to replace the elected auditors and make an examination of all the accounts of the township; and

Whereas, the Board of Supervisors of Westtown Township caused to be advertised on Friday, September 6, 2024 in the Daily Local, a Public Notice for Appointment of Accountant, in accordance with § 917 of the Second Class Township Code; and

Now, Therefore, Be It Resolved that the Board of Supervisors of Westtown Township, Chester County, Pennsylvania does hereby appoint John R. Hanna & Sons LLC, Certified Public Accountants for the Fiscal Years of 2024, 2025, and 2026.

ADOPTED as a Resolution this 7th day of October, 2024.

ATTEST:

**Westtown Township
Board of Supervisors**

**Liudmila Carter
Township Manager**

Thomas Foster, Chair

Richard D. Pomerantz, Police Commissioner

Edward Yost, Supervisor

Memo

To: Board of Supervisors
From: Pam Packard
CC: Mila Carter; Mark Gross
Date: September 23, 2024
Re: Winter 2024-2025 Group Salt Contract

Bid results for the Winter 2024-2025 Sodium Chloride bid are provided below. This is a group contract with East Goshen, West Goshen, and Westtown Townships for a combined minimum quantity of 1200 tons.

| VENDOR | BID BOND | Min Contract Amount (1200 tons) | | Over Contract | |
|-----------------------------|----------|------------------------------------|-----------|---------------|-----------|
| | | FOB | Delivered | FOB | Delivered |
| Cargill | yes | \$100.00 | \$101.89 | | |
| Eastern Salt Company | yes | \$65.00 | \$65.00 | \$65.00 | \$65.00 |
| Morton Salt | yes | \$78.00 | \$78.44 | \$87.00 | \$87.44 |

The participating Townships collectively recommend awarding the contract to Eastern Salt Company in the amount of \$65.00/ton delivered, for a total contract amount of \$78,000, of which Westtown’s contract tonnage is 200 tons (\$13,000).

2025-2027 Sludge and Sewage Transportation and Disposal Bid Results

| | A | B | C | D | E |
|----|---|-----------------|---------------------|---------------------|---------------------|
| 1 | 2025-2027 Sludge Bid Results | McGovern | | Russell Reid | |
| 2 | Sludge Hauling & Disposal (672,000 gal) | | | | |
| 3 | Year 1 (per 1000 gal) | \$74.00 | \$49,728.00 | \$97.00 | \$65,184.00 |
| 4 | Year 2 (per 1000 gal) | \$75.00 | \$50,400.00 | \$99.90 | \$67,132.80 |
| 5 | Year 3 (per 1000 gal) | \$76.00 | \$51,072.00 | \$102.90 | \$69,148.80 |
| 6 | Total | | \$151,200.00 | | \$201,465.60 |
| 7 | Pump Stations: | | | | |
| 8 | Truck Rate (50 hours/year) | | | | |
| 9 | Year 1 | \$115.00 | \$5,750.00 | \$200.00 | \$10,000.00 |
| 10 | Year 2 | \$115.00 | \$5,750.00 | \$200.00 | \$10,000.00 |
| 11 | Year 3 | \$115.00 | \$5,750.00 | \$200.00 | \$10,000.00 |
| 12 | Total | | \$17,250.00 | | \$30,000.00 |
| 13 | | | | | |
| 14 | Raw Sewage Disposal | | | | |
| 15 | Year 1 (per 1000 gal) | \$125.00 | \$1,500.00 | \$170.00 | \$2,040.00 |
| 16 | Year 2 (per 1000 gal) | \$125.00 | \$1,500.00 | \$175.00 | \$2,100.00 |
| 17 | Year 3 (per 1000 gal) | \$125.00 | \$1,500.00 | \$180.00 | \$2,160.00 |
| 18 | Total | | \$4,500.00 | | \$6,300.00 |
| 19 | | | | | |
| 20 | Emergency Truck Rate (24 hours/yr) | | | | |
| 21 | Year 1 | \$175.00 | \$4,200.00 | \$375.00 | \$9,000.00 |
| 22 | Year 2 | \$175.00 | \$4,200.00 | \$375.00 | \$9,000.00 |
| 23 | Year 3 | \$175.00 | \$4,200.00 | \$375.00 | \$9,000.00 |
| 24 | Total | | \$12,600.00 | | \$27,000.00 |
| 25 | | | | | |
| 26 | Grand Total | | \$185,550.00 | | \$264,765.60 |



WESTTOWN TOWNSHIP

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

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

October 7, 2024

Department of Community and Economic Development
Commonwealth of Pennsylvania
400 North Street
4th Floor Commonwealth Keystone Building
Harrisburg, PA 17120

**Re: West Chester Fire Department Statewide Local Share Account Grant Application
Web ID 10380399**

To Whom It May Concern:

On behalf of Westtown Township, I would like to express our full support for the Borough of West Chester's submission to the Statewide Local Share Account (LSA) grant application, and a request for a \$1 million grant to replace a critical piece of equipment for the regional West Chester Fire Department.

It is our understanding that the request is for additional funding necessary to purchase a Pierce Enforcer Pumper that will significantly enhance the operational capabilities with advanced technology, improved maneuverability, and increased water capacity. A new truck will replace the current outdated equipment and will serve the residents in the Borough of West Chester and West Goshen, Westtown, East Bradford, Thornbury, and Birmingham Townships, for the next twenty years.

We appreciate the opportunity to support the fire departments who continue to provide critical services to our communities. We hope that you will consider this grant application to enhance the ability to serve and protect residents and to increase firefighter safety.

Sincerely,

Liudmila Carter
Township Manager



September 30, 2024

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

RE: Payment Recommendation No. 2
Thorne Drive Basin Retrofit
Westtown Township
0236-22-0395

Dear Ms. Carter,

Cedarville Engineering Group, LLC (CEG) has received Application and Certificate for Payment No. 1 from Eagle Contracting and Landscaping, Inc. (Eagle Contracting) who has been working on the Thorne Drive Basin Retrofit project in Westtown Township. This payment request was received electronically on September 24, 2024 in the amount of \$109,794.06 for the period starting August 1, 2024 and ending August 31, 2024.

During this pay period, Eagle Contracting and Landscaping, Inc. completed the installation of proposed features, including the headwalls and endwalls, completed excavation and rough regrading work, and began working on finish grading and restoration.

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

- The Application and Certification for Payment certifies the total amount due to the Contractor and the quantities placed for the project.
- The Contractor's Certified Payroll for August 4, 2024, through August 24, 2024.

We recommend the Township consider payment to Eagle Contracting and Landscaping, Inc. in the amount of **\$109,764.06**. This payment constitutes complete and final payment for all work performed as part of this project.

Cedarville Engineering Group, LLC

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



Payment Recommendation No. 2
Thorne Drive Basin Retrofit
0236-22-0395



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

Best Regards,
Cedarville Engineering Group, LLC

A handwritten signature in black ink, appearing to read 'Kyle R. Turner'.

Kyle R. Turner, P.E.
Project Manager

Enclosures

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



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

| Stored Material Summary | | | | | | | | | | Contractor's Application | | |
|-------------------------|----------------------|--|------------------|---|-----------------------------|----------------------|----------------------|--|-----------------|--------------------------|---|--|
| For (Contract): | | Thorne Drive Basin Retrofit | | | | | | Application Number: | | | | |
| Application Period: | | August - September 2024 | | | | | | Application Date: | | 9.8.2024 | | |
| Bid Item No. | Supplier Invoice No. | Submittal No. (with Specification Section No.) | Storage Location | Description of Materials or Equipment Stored | Stored Previously | | Percent Complete (%) | Subtotal Amount Completed and Stored to Date (D + E) | Work Breakdown: | | Materials Remaining in Storage (\$) (D + E - F) | |
| | | | | | Date Installed (Month/Year) | Contract Amount (\$) | | | Materials (\$): | Labor (\$): | | |
| 1 | | | | Mobilization and Demobilization | | 57,500.00 | 100% | \$57,500.00 | | | \$ - | |
| 2 | | | | Clearing, Grubbing, and Select Tree Removal | | 45,250.00 | 100% | \$45,250.00 | | | \$ - | |
| 3 | | | | Erosion and Sediment Control | | 15,750.00 | 100% | \$15,750.00 | | | \$ - | |
| 4 | | | | Wet Pond Excavation and Rough Grading | | 34,555.75 | 100% | \$34,555.75 | | | \$ - | |
| 5 | | | | Removal & Excavation of Existing Headwalls | | 7,291.27 | 100% | \$7,291.27 | | | \$ - | |
| 6 | | | | Furnish and Install 4'X2' Precast Concrete Outlet Control Structure with Grate Inlet, including trash rack, and 6" HDPE reverse pipe. | | 7,500.00 | 100% | \$7,500.00 | | | \$ - | |
| 7 | | | | Furnish and Install 42" Type DW Headwall | | 12,500.00 | 100% | \$12,500.00 | | | \$ - | |
| 8 | | | | Furnish and Install 30" Type DW Headwall | | 9,500.00 | 100% | \$9,500.00 | | | \$ - | |
| 9 | | | | Installation of 30" HDPE Pipe, including stone bedding, backfill, and MarMac PolySeal Exterior Coupler, or approved equal. | | 5,500.00 | | | | | \$ 5,500.00 | |
| 10 | | | | Fine Grading and Reseeding | | 10,395.00 | 85% | \$8,835.75 | | | \$ 1,559.25 | |
| 11 | | | | Forebay French Drains | | 3,135.00 | 100% | \$3,135.00 | | | \$ - | |
| 12 | | | | Furnish and Install Riprap Apron | | 3,500.00 | 100% | \$3,500.00 | | | \$ - | |
| 13 | | | | Furnish and Install NAG ShoreMax with P550 TRM Underlayment, or approved equal. | | 6,250.00 | 100% | \$6,250.00 | | | \$ - | |
| 14 | | | | Erosion Control Matting, NAG S75, or approved equal. | | 1,485.00 | 100% | \$1,485.00 | | | \$ - | |
| 15 | | | | Plantings (Plugs) | | 1,050.00 | | | | | \$ 1,050.00 | |
| 16 | | | | Allowance for Miscellaneous Work ordered by the Owner and/or Engineer | | 10,000.00 | | | | | \$ 10,000.00 | |
| 17 | | | | Testing Allowance | | 5,000.00 | | | | | \$ 5,000.00 | |
| | | | | | | - | | | | | \$ - | |
| | | | | | | - | | | | | \$ - | |
| | | | | | | - | | | | | \$ - | |
| | | | | | | - | | | | | \$ - | |
| Totals | | | | | | 236,162.02 | | \$213,052.77 | | \$ - | \$ 23,109.25 | |

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

Project Scope Breakdown:

| <u>Item:</u> | <u>Description:</u> | <u>Unit of Measure:</u> | <u>Bid Quantity:</u> | <u>Installed Quantity:</u> | <u>Percent Complete</u> | <u>Unit Price:</u> | <u>Total Bid Price:</u> | <u>Total Price Installed to Date:</u> |
|--------------|---|-------------------------|----------------------|----------------------------|-------------------------|--------------------|-------------------------|---------------------------------------|
| 1 | Mobilization and Demobilization | LS | 1 | 1 | 100% | \$ 57,500.00 | 57,500.00 | \$ 57,500.00 |
| 2 | Clearing, Grubbing, and Select Tree Removal | LS | 1 | 1 | 100% | \$ 45,250.00 | 45,250.00 | \$ 45,250.00 |
| 3 | Erosion and Sediment Control | LS | 1 | 1 | 100% | \$ 15,750.00 | 15,750.00 | \$ 15,750.00 |
| 4 | Wet Pond Excavation and Rough Grading | CY | 1385 | 1385 | 100% | \$ 24.95 | 34,555.75 | \$ 34,555.75 |
| 5 | Removal & Excavation of Existing Headwalls | LS | 1 | 1 | 100% | \$ 7,291.27 | 7,291.27 | \$ 7,291.27 |
| 6 | Furnish and Install 4'X2' Precast Concrete Outlet Control Structure with Grate Inlet, including trash rack, and 6" HDPE reverse pipe. | EA | 1 | 1 | 100% | \$ 7,500.00 | 7,500.00 | \$ 7,500.00 |
| 7 | Furnish and Install 42" Type DW Headwall | EA | 1 | 1 | 100% | \$ 12,500.00 | 12,500.00 | \$ 12,500.00 |
| 8 | Furnish and Install 30" Type DW Headwall | EA | 1 | 1 | 100% | \$ 9,500.00 | 9,500.00 | \$ 9,500.00 |
| 9 | Installation of 30" HDPE Pipe, including stone bedding, backfill, and MarMac PolySeal Exterior Coupler, or approved equal. | LF | 20 | | 0% | \$ 275.00 | 5,500.00 | \$ - |
| 10 | Fine Grading and Reseeding | SY | 3780 | 3213 | 85% | \$ 2.75 | 10,395.00 | \$ 8,835.75 |
| 11 | Forebay French Drains | LF | 33 | 33 | 100% | \$ 95.00 | 3,135.00 | \$ 3,135.00 |
| 12 | Furnish and Install Riprap Apron | EA | 1 | 1 | 100% | \$ 3,500.00 | 3,500.00 | \$ 3,500.00 |
| 13 | Furnish and Install NAG ShoreMax with P550 TRM Underlayment, or approved equal. | SY | 50 | 50 | 100% | \$ 125.00 | 6,250.00 | \$ 6,250.00 |
| 14 | Erosion Control Matting, NAG S75, or approved equal. | SY | 99 | 99 | 100% | \$ 15.00 | 1,485.00 | \$ 1,485.00 |
| 15 | Plantings (Plugs) | EA | 70 | 0 | 0% | \$ 15.00 | 1,050.00 | \$ - |
| 16 | Allowance for Miscellaneous Work ordered by the Owner and/or Engineer | LS | 1 | | 0% | \$ 10,000.00 | 10,000.00 | \$ - |
| 17 | Testing Allowance | LS | 1 | | 0% | \$ 5,000.00 | 5,000.00 | \$ - |

Original Contract Amount:

Change Order (s):

\$ 236,162.02

Total Contract Amount:

\$ 236,162.02

Amount Completed to Date:

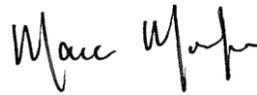
\$ 213,052.77

WESTT21001

MEMORANDUM

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

FROM: Marc Morfei, Project Manager



DATE: September 25, 2024

SUBJECT: Oakbourne Park
MECO Constructors Inc.
Payment Request No. 17

We have reviewed the attached Request for Payment [No. 17] 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 is **\$280,153.15**, which includes release of all remaining retainage, and this final invoice represents payment in full.

While we recommend release of final payment based on terms of the contract and standard construction practice, please be aware that the contractor remains obligated for a period of two (2) years under the terms of the contract to guarantee the work and remedy any defects (see attached contract except). The contractor is fully aware of this and in fact has certain remedial tasks already scheduled.

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

Enclosure: Pay Request [No. 17]

REQUEST FOR PAYMENT

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

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

Invoice: 17235110
Draw: 17 FINAL
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 | \$0.00 | |
| Total completed less retainage | | \$5,603,063.00 |
| Less previous requests | \$5,322,909.85 | |
| Current request for payment | | \$280,153.15 |
| Current billing | | \$0.00 |
| Current additional charges | \$0.00 | |
| Current tax | \$0.00 | |
| Less current retainage | -\$280,153.15 | |
| Current amount due | | \$280,153.15 |
| Remaining contract to bill | \$0.00 | |

Project: 1-23511-0
Oakbourne Park Improvements

Contract date:

Architect:

Scope:

Marc Morfei

Approved 9/25/2024
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: 17235110

Draw: 17 FINAL

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 | |
| 36 | (3) Pickleball Courts&Features | LS | 1.00 | 79,300.00 | 79,300.00 | | | 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 | | | 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&Hndrai#3@ComfStation | LS | 1.00 | 87,200.00 | 87,200.00 | | | 1.00 | 87,200.00 | |
| 44 | ConcStep&Hndrai#4@SoccerField | LS | 1.00 | 127,900.00 | 127,900.00 | | | 1.00 | 127,900.00 | |
| 45 | ConcStep&Hndrai#5@PakingLot | LS | 1.00 | 126,700.00 | 126,700.00 | | | 1.00 | 126,700.00 | |
| 46 | Surface Infiltration Basin #1 | LS | 1.00 | 112,400.00 | 112,400.00 | | | 1.00 | 112,400.00 | |
| 47 | Surface Infiltration Basin #2 | LS | 1.00 | 151,800.00 | 151,800.00 | | | 1.00 | 151,800.00 | |
| 48 | SubsurfaceInfiltration Basin#3 | LS | 1.00 | 224,400.00 | 224,400.00 | | | 1.00 | 224,400.00 | |
| 49 | Rain Garden Basin #4 | LS | 1.00 | 10,180.00 | 10,180.00 | | | 1.00 | 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 | | | 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: 17235110

Draw: 17 FINAL

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 | | | 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 | Dedicious 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 | | | 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 | | | 1.00 | 98,800.00 | |
| AA5a | ConvExistngGravITrails-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 | |
| ChngOrd2b | CO#2-b Gravity Block Walls | EA | 1.00 | 44,493.00 | 44,493.00 | | | 1.00 | 44,493.00 | |
| ChngOrd2c | CO#2-c AddGateSectionTennisCrt | EA | 1.00 | 914.00 | 914.00 | | | 1.00 | 914.00 | |
| ChngOrd2d | CO#2-d CheekWallatTennisCourt | EA | 1.00 | 7,345.00 | 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 | |
| ChngOrd2f | CO#2-f Basin 9 Debris Removal | EA | 1.00 | 13,254.00 | 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 | |
| ChngOrd2h | CO#2-h Stainfor RetainingWalls | EA | 1.00 | 44,142.00 | 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 | |
| ChngOrd2j | CO#2-j Basin 8 Stone & Fabric | EA | 1.00 | 7,938.00 | 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 | |

| | | | | | | | | | |
|---------------|--|--|--|--------------|--|--|--|--------------|--|
| Totals | | | | 5,603,063.00 | | | | 5,603,063.00 | |
|---------------|--|--|--|--------------|--|--|--|--------------|--|

10. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final estimate nor final payment nor any provisions in the Contract shall relieve the Contractor of the responsibility for faulty materials or workmanship; and he shall remedy any defects due thereto and pay any damage resulting therefrom which shall appear within a period of two (2) years from the date for completion and acceptance by the Owner.

11. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract and relieve the Contractor or liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of two (2) years from the date for final inspection and acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

12. OFFICE SPACE

(DELETED)

13. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and local Government.

14. WATER

All water for construction purposes will be provided and paid for by the Contractor. Supply connections shall be installed by the Contractor as approved by the Engineers. Under water main extension projects only, all water for testing and flushing will be paid for by the Owner.

15. ELECTRICITY

All electricity required for construction purposes will be provided and paid for by the Contractor. Temporary extensions shall be furnished by the Contractor as approved by the Engineers.



Used Bicycle & Sewing Machine Collection

SPONSORED BY CHESTER CO. SOLID WASTE AUTHORITY

**SUNDAY
OCT. 20TH
12PM-3PM**

We're collecting adult & kids' bikes and sewing machines to send to Togo, Tanzania, Belize, Guatemala and Albania. Help us put unused bikes and sewing machines to good use in the developing world.

**WEST GOSHEN MUNICIPAL COMPLEX
1025 PAOLI PIKE (ENTRANCE ON FIVE
POINTS RD)
WEST GOSHEN, PA 19380**

A donation of \$20 per item is requested to help offset shipping costs overseas.

All material and monetary donations are tax deductible and a receipt will be provided on site.

Bikes should be rust free. No children's trikes, but bikes with flat tires in need of some repair are accepted. Portable sewing machines should be in working condition.

For more info contact:

Patti: 484-796-4039

To read more about our cause visit:

P4P.org



Check Register

Westtown Township

04-Oct-24

From: 17-Sep-24 To: 07-Oct-24

| Check No | Check Date | VendorNo | Vendor | Check Amount | Status |
|---|------------|----------|--------------------------------|---------------------|--------|
| Bank Account: 1 General Fund - Univest | | | | | |
| 18188 | 9/20/2024 | 1021 | BELFOR | \$1,991.49 | O |
| 18189 | 9/20/2024 | 222 | Brandywine Valley SPCA | \$358.54 | O |
| 18190 | 9/20/2024 | 6468 | Carroll Engineering Corp | \$1,602.75 | R |
| 18191 | 9/20/2024 | 1201 | Charles A. Higgins & Sons, Inc | \$262.16 | O |
| 18192 | 9/20/2024 | 405836 | Chesco Security, Inc. | \$248.70 | R |
| 18193 | 9/20/2024 | 1000187 | Eagle Power Turf and Tractor | \$12.36 | O |
| 18194 | 9/20/2024 | 7196 | GreatAmerica Financial Svcs | \$249.00 | O |
| 18195 | 9/20/2024 | 405997 | Hoffmans Exterminating Co., I | \$67.50 | R |
| 18196 | 9/20/2024 | 6270 | IDrive Inc. | \$499.50 | O |
| 18197 | 9/20/2024 | 1001195 | Thomas Bare | \$1,800.00 | R |
| 18200 | 9/25/2024 | 7191 | Code Inspections Inc | \$13,973.48 | O |
| 18201 | 9/25/2024 | 127 | In-Fleet Truck Service | \$3,766.55 | O |
| 18202 | 9/25/2024 | 862 | Pipe Xpress, Inc. | \$26.46 | O |
| 18203 | 9/25/2024 | 1001198 | SLD LLC | \$800.00 | O |
| 18204 | 9/25/2024 | 7 | Westtown-East Goshen PD | \$333,225.15 | O |
| 18205 | 9/27/2024 | 186 | Good Fellowship Volunteer Rel | \$37,193.97 | O |
| 18206 | 9/27/2024 | 188 | Goshen Volunteer Firemans R | \$49,591.97 | O |
| 18207 | 9/27/2024 | 1000894 | Patrick Mitchell | \$393.47 | O |
| 18208 | 9/27/2024 | 5504 | Sandra E. Preston | \$133.37 | O |
| 18209 | 9/27/2024 | 187 | W C Volunteer Firemans Relie | \$12,397.99 | O |
| 18210 | 9/30/2024 | 1000782 | American Helicopter | \$400.00 | O |
| 18211 | 9/30/2024 | 32 | AQUA PA | \$570.81 | O |
| 18212 | 9/30/2024 | 7145 | Bettes Bounce | \$710.25 | O |
| 18213 | 9/30/2024 | 405542 | Birl Girl Designs | \$250.00 | O |
| 18214 | 9/30/2024 | 7247 | Bradbury Camp SUV CW | \$250.00 | O |
| 18215 | 9/30/2024 | 406000 | Bubbletopia, LLC | \$600.00 | O |
| 18216 | 9/30/2024 | 6038 | Cedarville Engineering Group | \$10,669.52 | O |
| 18217 | 9/30/2024 | 6038 | Cedarville Engineering Group | \$16,673.07 | O |
| 18218 | 9/30/2024 | 1201 | Charles A. Higgins & Sons, Inc | \$650.12 | O |
| 18219 | 9/30/2024 | 1000300 | Comcast Xfinity | \$10.52 | O |
| 18220 | 9/30/2024 | 1230 | Haines Landscaping & Tree S | \$1,950.00 | O |
| 18221 | 9/30/2024 | 127 | In-Fleet Truck Service | \$435.15 | O |
| 18222 | 9/30/2024 | 7215 | Looney Balloons | \$2,300.00 | O |
| 18223 | 9/30/2024 | 7329 | Michael P King | \$48.84 | O |
| 18225 | 10/2/2024 | 6052 | ACE Hardware of West Chest | \$237.95 | O |
| 18226 | 10/2/2024 | 1000051 | Cynthia King | \$500.00 | O |
| 18227 | 10/2/2024 | 1000997 | Historical Military Impression | \$250.00 | O |
| Bank Total: | | | | \$495,100.64 | |

Check Register

Westtown Township

04-Oct-24

From: 17-Sep-24 To: 07-Oct-24

| Check No | Check Date | VendorNo | Vendor | Check Amount | Status |
|--|------------|----------|--------------------------------|-----------------------|--------|
| Bank Account: 4 Open Space Fund | | | | | |
| 1008 | 9/24/2024 | 1000835 | Crebilly Farm Family Associate | \$60,000.00 | R |
| Bank Total: | | | | \$60,000.00 | |
| Bank Account: 8 Enterprise Fund - Univest | | | | | |
| 1708 | 9/17/2024 | 5477 | Aqua-Aerobic Systems, Inc. | \$2,612.68 | R |
| 1709 | 9/17/2024 | 1074 | LENNI ELECTRIC CORPORA | \$202.00 | R |
| 1710 | 9/17/2024 | 1196 | McGovern Environmental, LLC | \$2,097.16 | R |
| 1711 | 9/17/2024 | 1000548 | Trojan Technologies | \$2,978.15 | R |
| 1712 | 9/24/2024 | 980 | USPS- Postmaster | \$2,583.47 | R |
| 1713 | 9/25/2024 | 405541 | eForce Compliance | \$3,500.00 | O |
| 1714 | 9/25/2024 | 876 | Highway Materials, Inc | \$143.41 | O |
| 1715 | 9/30/2024 | 58 | East Goshen Township | \$1,284.79 | O |
| 1716 | 9/30/2024 | 1196 | McGovern Environmental, LLC | \$2,097.16 | O |
| 1717 | 9/30/2024 | 7329 | Michael P King | \$490.00 | O |
| 1718 | 9/30/2024 | 1164 | Univar Solutions USA, Inc. | \$4,475.84 | O |
| 1719 | 9/30/2024 | 357 | W. G. Malden | \$918.20 | O |
| Bank Total: | | | | \$23,382.86 | |
| Bank Account: 11 PLGIT P-CARD | | | | | |
| 100013 | 10/4/2024 | 1000800 | PLGIT P-Card BMO Bank | \$140,305.12 | R |
| Bank Total: | | | | \$140,305.12 | |
| Bank Account: 18 Capital Project Fund Univest | | | | | |
| 1383 | 9/17/2024 | 6468 | Carroll Engineering Corp | \$68,181.85 | R |
| 1384 | 9/17/2024 | 1000791 | Meco Constructors Inc. | \$154,617.19 | R |
| 1385 | 9/23/2024 | 173 | KNOX EQUIPMENT RENTAL | \$187.00 | R |
| 1386 | 9/23/2024 | 1000464 | Perfect TEMP Heating and Co | \$12,870.00 | R |
| 1387 | 9/23/2024 | 862 | Pipe Xpress, Inc. | \$139.76 | O |
| 1388 | 9/23/2024 | 1000464 | Perfect TEMP Heating and Co | \$7,700.00 | R |
| 1389 | 10/2/2024 | 6038 | Cedarville Engineering Group | \$15,000.00 | O |
| 1390 | 10/3/2024 | 406052 | Pennoni | \$10,025.00 | O |
| Bank Total: | | | | \$268,720.80 | |
| Bank Account: 19 ARPA Funds | | | | | |
| 105 | 9/17/2024 | 1000791 | Meco Constructors Inc. | \$130,513.00 | R |
| Bank Total: | | | | \$130,513.00 | |
| Total Of Checks: | | | | \$1,118,022.42 | |