

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors Regular Meeting

Monday, January 6, 2025 – 7:45 PM
Westtown Township Municipal Building
1039 Wilmington Pike, Westtown

- I. Call to Order & Pledge of Allegiance
- II. Summary of Board of Supervisors Workshop – January 6, 2025
- III. Approval of Board of Supervisors Meeting Minutes – December 16, 2024
- IV. Departmental Reports
 - A. Public Works – Mark Gross
 - B. Planning Commission – Brian Knaub
 - C. Historical Commission – Stephen Wahrhaftig
 - D. Environmental Advisory Council – Adam Kapp
 - E. Township Solicitor – Patrick McKenna
- V. Public Comment (Non-Agenda Items)
- VI. Old Business
 - A. Consider Haverford Systems Proposal for Microphone Upgrade in Stokes Hall
- VII. New Business
 - A. Consider Resolution 2025-01 – 2025 Township Fee Schedule
 - B. Consider Resolution 2025-02 – 2025 Township Manager Annual Compensation
 - C. Consider Resolution 2025-03 – Acknowledge Resident and Non-Resident Volunteers' Contribution to Crebilly Acquisition
 - D. Authorize Payment of \$3,396.05 to Land Services USA, LLC to Increase Policy Liability for Crebilly Purchase
 - E. Consider Proposal from Cedarville for Demolition of Buildings at Crebilly Preserve
 - F. Consider Proposal from Pennoni for Subdivision of 2 Acres of Crebilly
 - G. Consider Engagement Agreement with Stifel for a Bank Loan for Pleasant Grove Pump Station Replacement
- VIII. Announcements
 - A. Retirement of Chief of Police Dr. Brenda Bernot
 - B. Appointment of Lt. David Leahy as Interim Police Chief
 - C. Full Time Job Opportunity - Recreation Program Coordinator
 - D. Park & Recreation and Historical Commission Vacancies
 - E. Holiday Office Closure, Monday, January 20 – MLK Day
 - F. Yard Waste and Christmas Tree Collection – Saturday, February 7
- IX. Public Comment (All Topics)
- X. Payment of Bills
- XI. 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, December 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, and Director of Finance Cindi King.

I. Pledge of Allegiance & Call to Order

Mr. Foster called the meeting to order at 7:32 PM. He stated that the meeting was being recorded on Zoom and, with a slight delay, on YouTube. Mr. Foster announced that the Board would like to recognize an honored guest, Mr. Ronald Agulnick, who served as Zoning Hearing Board solicitor for over 50 years and is probably the longest serving solicitor in Chester County. The Board of Supervisors presented Mr. Agulnick with an award, thanked him for his wonderful work, and wished him well in his retirement.

II. Board of Supervisors Summary of Workshops, December 16, 2024

Mr. Foster reported that the Board held an Executive Session tonight to discuss personnel, legal, and real estate matters. In the Workshop, the Board discussed recommendations by Haverford Systems regarding improvements to the audio system in Stokes Hall. Mr. Foster also reported that the Board reviewed the Township budget and the proposed fee schedule for 2025, and to accept public comment.

III. Approval of Meeting Minutes from December 2, 2024

Mr. Yost made a motion to approve the minutes of the December 2, 2024 meeting. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

IV. Departmental Reports

A. Planning Commission (PC) – Jim Lees

Mr. Lees reported that the PC reviewed a Zoning Hearing Board application for setback relief for a detached garage at 301 East Pleasant Grove Road. He stated that the PC recommended approval of the application, with slight change in location of the proposed garage. Mr. Lees further provided that the PC also reviewed feedback from the Township solicitor regarding proposed changes to the fence ordinance. He states that the PC hopes to have the final discussion regarding the amendments at a future meeting.

B. Finance Department – Cindi King

Ms. King provided a financial overview as of the end of November, stating that the Township had a total fund balance of about \$35 million, \$10 million of which was due the open space bond proceeds. She reported that in the General Fund, the Township had about \$252,000 less this year than last year; Open Space fund has \$620,000, and the Sewer Fund is at about \$594,000 as of the end of November. Ms. King further reported that Capital Projects is at \$287,000, which is \$470,000 less than last year as the result of more projects this year. She stated that Capital Reserve fund is up by about \$418,000.

V. Public Comment (Non-Agenda Items)

There was none.

VI. Old Business

A. Consider Haverford Systems Proposal for Audio Upgrade to the Stokes Hall

Mr. Foster stated that in their workshop session, the Board discussed a proposal from Haverford Systems to address audio issues in Stokes Hall. He recapped that the proposal included two options for the installation of new equipment to improve sound quality. Mr. Foster noted that the Board requested a revised proposal, and decided to table the decision until such proposal is presented.

VII. New Business

A. Consider Adoption of the 2025 Township Budget

Mr. Foster explained that pursuant to Second Class Township Code, the Board may adopt the budget no earlier than 20 days after the proposed budget has been advertised. He provided that the draft budget was advertised in the Daily Local News on November 20, 2024. Mr. Foster noted changes that were made to the budget since advertisement, including the addition of estimated beginning and ending cash balances and corrections to amounts that did not carry from individual funds and/or line items under Summary, reduction to the police budget under General Fund, increased interest revenues under Open Space Fund, corrected revenue and expenditure error under Sewer Fund, reduced contract price expenditures under Refuse Fund, added total debt line under Debt Service Chart and reduction to Capital Projects.

Mr. Yost made a motion to adopt the 2025 Township Budget as proposed. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

B. Consider Adoption of 2025 Westtown East Goshen Police (WEGO) Budget

Mr. Foster explained that under the terms of the agreement between Westtown and East Goshen, the WEGO budget must be approved by both Boards before the end of the calendar year. He provided that the total proposed 2025 WEGO budget, Version 5, is \$9,993,910.28, with Westtown's portion of \$4,050,577.91, plus a capital contribution of \$22,150.00.

Mr. Yost made a motion to adopt the 2025 Westtown East Goshen Police Budget, Version 5. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

Mr. Foster suggested reinstating a finance committee to review the police budget and gain a deeper understanding of police finances, as was done in the past. Mr. Pomerantz recapped that it had been previously decided by the Board that such process was redundant, but was agreeable if the Board felt they would gain value from reestablishing a finance committee.

C. Authorize Township Manager to Execute the Declaration of Restrictions and Covenants for Operation and Maintenance of Stormwater BMPs at Oakbourne Park

Mr. Foster explained that the Oakbourne Park is included within the boundary of a General National Pollution Discharge Elimination System ("NPDES") permit for discharges of stormwater associated with construction activities. He provided that the Township is responsible for implementation of the approved Operation and Maintenance (O&M) Plan for the Post Construction Stormwater Management Best Management Practices (BMPs) located at the athletic core, including rain gardens, infiltration beds, and bioretention basins.

Mr. Yost made a motion to authorize the Township Manager to execute the Declaration of Restrictions and Covenants for Operation and Maintenance of the Post Construction Stormwater Management Best Management Practices installed at Oakbourne Park as described in the O&M Plan. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

VIII. Announcements

Mr. Foster made the following announcements:

- A. Acquisition of 206 acres of Crebilly Farm** - The Township closed on a portion of the Crebilly property last Monday, December 9, with funding that will be outlined under Payment of Bills. The Township will seek grant reimbursements of \$6,000,000 from the Department of Conservation and Natural Resources (DCNR) and \$4,166,639.58 from Chester County, upon receipt of all documentation. The Township will also receive an additional \$1,000,000 in 2026 and 2027 from the County towards the purchase of conservation easements.
- B. 2025 Real estate valuation of Township is \$826,008,198** - This valuation represents a 0.34% decrease over 2024, mainly due to several apartment complexes and businesses being granted assessment appeals by Chester County Assessment Office in 2024.
- C. Refuse Rate Increase** - The 2025 approved budget includes refuse and recycling fee increase to \$120 per quarter.
- D. 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.
- E. Yard Waste Collection Saturday, December 21** - Yard waste must be in biodegradable paper bags or containers that can be dumped. Branches under 3" in diameter must be cut approximately 3 foot in length, bundled and tied, and placed at the curb by 6 AM on collection day. No rocks, logs, stumps, dirt, or ashes will be taken.
- F. Holiday Office Closures & Trash Schedule** - The Township office will be closed on December 24 and December 25 for Christmas. As a result of the holiday, trash, recycling, and bulk item collection that would normally have been done on Thursday, December 26 will roll to Friday, December 27. The office will also be closed for New Year's on January 1, and collection on Thursday, January 2, which will roll to Friday, January 3.

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 \$1,428,095.26, Enterprise Fund bills of \$29,803.61, PLGIT P-Card bills of \$146,746.29, Capital Project Fund bills of \$32,424.00, and Debt Service Fund bills of \$1,277,476.10, for a grand total of \$2,914,545.26, and to approve wire transfers for the Crebilly Preserve acquisition from the General Fund in the amount of \$3,825,770.32, Capital Reserves of \$4,000,000.00, Open Space Bond Proceeds of \$7,944,559.63, and Capital Projects of \$200,000.00. 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 8:03 PM.

Respectfully submitted,
 Liudmila Carter
 Township Manager

WESTTOWN TOWNSHIP
PUBLIC WORKS DEPARTMENT MONTHLY REPORT
DECEMBER 2024

ROADS

- ◆ Removed hazard tree from Cheyney Drive.
- ◆ Afterhours closure of Little Shiloh Road due to a tree on wires with fire.
- ◆ Welded a new safety screen on a stormwater inlet on Supplee Way.
- ◆ Removed a downed tree from the 700 block of Oakbourne Road.
- ◆ Performed salting of all roads on Christmas Eve due to an inch of snow.

BUILDINGS, PARKS, AND OPEN SPACE

- ◆ Installed perimeter safety fencing and no trespassing signage around two dilapidated houses on Crebilly Preserve.
- ◆ Installed two Crebilly Preserve signs.
- ◆ Checked and maintained heat and electricity at the Darlington Inn property; awaiting directions on additional work.
- ◆ Repaired a faulty garage door at the Public Works Complex.

OAKBOURNE PARK AND MANSION

1. Attended a planning meeting with the parking lot design engineers.
2. Ground three tree stumps in the park.
3. Cleaned the interior of first-floor windows in the mansion.
4. Drained the potable water line, winterized the restroom, removed tennis, pickleball, and basketball nets, and blocked off the large parking lot at the athletic core for the winter season.

PARKS AND OPEN SPACE

1. Ground three tree stumps in Pleasant Grove traffic circles.
2. Inspected playground structures for safety hazards.

WASTEWATER

- ◆ Removed temporary emergency diesel pump from PGPS.
- ◆ All standby generators serviced and inspected.
- ◆ Installed a new composite sampler at WCC.
- ◆ Began cleaning and televising of selected areas of the WCC sanitary sewer collection system.
- ◆ Met with design engineers for PGPS reconstruction planning.
- ◆ Located the Rustin Force Main for contractors at Westtown School.

- ◆ Sawmill court contractors made repairs to the sanitary tie-in manhole at WGPS.

EQUIPMENT MAINTENANCE AND REPAIR

- ◆ 67-23 – Repaired a corroded headlight wiring harness and replaced the washer pump.
- ◆ 67-23 – Rotated the tires.
- ◆ 67-10 – Replaced the transmission oil pan gasket due to a leak.
- ◆ 67-19 – Replaced a defective oil pan gasket on the engine.
- ◆ 67-29 – Crane controller faulty, waiting for manufacturer to repair.
- ◆ Repaired a faulty fuel injection check valve on the backhoe.

FUTURE PROJECTS

- ◆ Continue working with contractors on the sanitary sewer cleaning and televising project.
- ◆ Meet with design engineers to finalize design of the mansion core parking lot reconstruction project.
- ◆ Meet with design engineers on the PGPS replacement project.

MARK GROSS
DIRECTOR OF PUBLIC WORKS

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

Stokes Assembly Hall, 1039 Wilmington Pike
Wednesday, December 18, 2024 – 7:00 PM

Present

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

Call to Order and Pledge of Allegiance

Mr. Embick called the meeting to order at 7:00 PM.

Adoption of Agenda (TS/RH) 6-0

Mr. Sennett suggested tabling the discussion on the fence ordinance and adopting the agenda as amended. Mr. Hatton seconded. All were in favor of the motion.

Approval of Minutes (TS/KF) 5-0-1

Mr. Sennett made a motion to approve the meeting minutes from December 4, 2024. Mr. Flynn seconded. Mr. Hatton abstained. All were in favor of the motion.

Announcements

Ms. Carter made the following announcements:

1. The Township closed on acquisition of Crebilly on December 9, 2024. She noted that the main focus now is on getting the reimbursements from the Department of Conservation and Natural Resources (DCNR) Land and Water Conservation Fund (LWCF) and the County.
2. The Township paused its search for the Director of Zoning and Code Enforcement until the spring. She noted that Tracey Franey, Assistant Zoning Officer, who has been temporarily appointed to assist with zoning related matters, will continue in her role in the meantime.

Public Comment – Non Agenda Items

None.

New Business

1. 2024 Projects - Summary

Ms. Carter provided a summary of land development and subdivision projects and planning initiatives that the Planning Commission (PC) should be aware of. She stated that there is a proposal for an addition to Sarah Starkweather Elementary School. Ms. Carter pointed out that the property is zoned residential, with educational use being a legal nonconformity. Expansions to buildings with legal nonconforming use require special exception approval by the Zoning Hearing Board (ZHB). Therefore, she suggested that the applicant apply for a special exception for educational use of both Stetson Middle School and Sarah Starkweather Elementary School, so that future expansion projects will not have to go through the ZHB process. Mr. Hatton wondered whether the school district had to apply for special exception in the first place.

Ms. Carter also provided an update on the ZHB request for a variance for 1001 S. Walnut Street, with decision to be rendered next week. She further stated that Westtown School is looking to expand the dining hall.

Mr. Flynn inquired about the funeral home project. Ms. Carter stated that the project is stalled, pending a traffic study that the PC asked the applicant to conduct in order to consider their

request for access via E. Pleasant Grove Road and across Township owned property. The applicant is requesting an alternative to the traffic study due to the cost, or maybe accepting a smaller scope of a traffic study.

Updating on other projects, Ms. Carter reported that the settlement agreement has been executed for the Stokes estate. The next step is for the applicant to submit a land development application, which they have 45 days to do. She added that the Sawmill Court development is almost complete. At the Westtown School, the Oak Lane house is complete, and the Art Center is currently under construction. The solar panels are being installed.

2. Pennsylvania Supreme Court Case – Oberholzer v. Galapo

Mr. Embick gave an overview of the Pennsylvania Supreme Court Case of Oberholzer v. Galapo, which dealt with the issue of defamation and the legal validity of claims involving yard signs. The case primarily revolves around a dispute between two neighbors and whether a defamatory statement made through a yard sign can form the basis for a lawsuit. This came out in July of 2024 after almost 8 years of litigation. The case backs the right to free speech but does not prohibit litigation if the speech proves defamatory, basically you are responsible for what you are saying in your signage, and municipalities are responsible for zoning requirements, such as spacing, size and amount of signage allowed.

Old Business

1. Ordinance Amendments – Fences

As per Mr. Sennett's suggestion, the subject matter has been tabled until the next meeting.

2. Ordinance Amendments – Signs

The Chester County Planning Commission (CCPC) has reviewed the proposed 2024-08 Zoning Ordinance amendments pursuant to the provisions of the Pennsylvania Municipalities Planning Code, Section 609(e) and issued its review letter. The Planning Commission's feedback is requested. Ms. Carter has reviewed the CCPC website and other municipalities' ordinances on digital signage and provided a memo to the PC summarizing all her findings.

Mr. Sennett made a motion to adopt the changes that have been made to the sign ordinance as reflected in the draft Ms. Carter has provided.

Steve Crum, from Advent Lutheran Church, asked the PC to clarify its position on the sign ordinance and also asked if this included adopting religious institutions into the language. Mr. Sennett stated that the PC is adopting the ordinance.

Ed McFalls remotely thanked the board for adding religious institutions into the signage ordinance.

The motion passed 6-0.

Public Comment

Ed McFalls congratulated the Township on the Crebilly land acquisition.

Reports

Mr. Embick suggested for Mr. Lees to provide the BOS report from December 16th meeting at the next meeting when he is back.

Adjournment (JE/RH) 6-0

The meeting was adjourned at 7:59 PM.

Next PC Meeting:

- **January 8, 2024, 7:00 PM**

PC Representative at next Board of Supervisors Meeting:

- **Monday January 6, 2024, 7:30 PM – Tom Sennett/ Jack Embick (tentatively)**

Respectfully submitted,

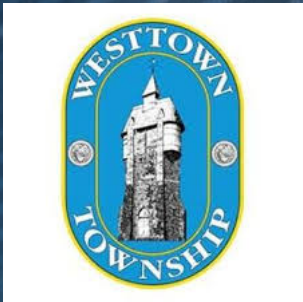
Mila Carter

Township Manager and Director of Planning & Zoning

DRAFT

H^AVERFORD SYSTEMS ⁷

Audio-Visual Solutions



Microphone Upgrades

HAV-339

December 30, 2024

Prepared for : Pam Packard, Westtown Township
Created by : R.T. Chalfant, Haverford Systems, Inc.
Project ID: HAV-339

INTRODUCTION

December 30, 2024

Pam Packard
Westtown Township

Dear Pam,

Thank you very much for the opportunity to present this proposal and contract for your project. We appreciate the time spent describing your objectives. The Haverford Systems Integration Team has carefully considered your requirements to create a customized solution aligned with your needs.

As you review this proposal, please feel free to contact us with any questions you may have.

Best Regards,

R.T. Chalfant

COUNCIL CHAMBERS

SCOPE

Upgrade the current conferencing microphone system with individual microphones and speakers at each individual microphone station. The Televic system proposed will be similar to what is currently installed but will be an upgrade in quality with newer hardware.

Haverford Systems will install:

- Televic Conference D-Cerno AE- A digital control unit with integrated recording capability
- Televic Conference D-Cerno D SL - Ten Digital Delegate Discussion units with microphone button, volume control button, built-in loudspeaker, and headphone option
- Televic Conference D-MIC 40 SL - Ten gooseneck microphones to be connected to the discussion units
- Cat6 Cabling to the A/V rack
- Programming for the Televic digital control unit

In addition to the new Televic equipment, we will replace the existing DBX unit and Shure mic mixer with a QSC Core 8 flex audio processor. This unit will allow us to tune the speakers and microphones.

Equipment includes:

- QSC Core 110f - To process, manage, and control audio sources within the system
- New USB extender from the Core to the Barco Clickshare. This will be a more reliable connection between the equipment,
- QSYS programming for the Core

MICROPHONE UPGRADE








IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	Televic Conference D-Cerno AE Digital control unit with integrated recording capability - 4 digital RJ 45 ports - Branch or loop connection (redundancy) - LAN connection for web server, camera control protocol or AES67 communication - 2 x USB-C for audio connection with UC or multi-channel recording - 2 x XLR OUT, 2 x XLR IN - 3,5mm line in and out - Plug and Play - Eco Power Safe mode - Power connector with locking - External power supply included	\$1,890.00	\$1,890.00
	10	Televic Conference D-Cerno D SL Digital Delegate Discussion unit with removable microphone (30, 40, 50 or 70 cm) - Microphone connector - Microphone button and volume control button - Built-in loudspeaker - Headphone connector - Cable of 2 meters included D-MIC type microphone to be ordered separately.	\$344.40	\$3,444.00
	10	Televic Conference D-MIC 40 SL GSM immune gooseneck microphone of 40 cm with screwlock. Bi-color led ring indication (red / green). Windscreen included. Not to be used with Confidea FLEX G4	\$155.40	\$1,554.00
	1	QSC CORE 110f-v2 Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, no GPIO, 16 next-generation AEC processors, 1RU.	\$3,031.20	\$3,031.20

IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	AVPro Edge AC-EXUSB-2-KIT USB 2.0 Point to Point Extender Kit over CAT5e--480mbps.	\$411.25	\$411.25
	1	Haverford Systems Installation Services Onsite installation labor, design, administration, project management and logistics		\$5,264.00
	1	Haverford Systems Misc. Hardware and Cabling Misc. Hardware and Cabling	\$616.00	\$616.00

MICROPHONE UPGRADE TOTAL \$16,210.45

SHIPPING \$269.85

COUNCIL CHAMBERS TOTAL \$16,210.45

PROJECT SUMMARY

LOCATIONS

COUNCIL CHAMBERS

EQUIPMENT

LABOR

TOTAL

\$10,946.45

\$5,264.00

\$16,210.45

SHIPPING

\$15.00

PROJECT TOTAL

\$16,495.30

*PLUS APPLICABLE TAXES

Client Responsibilities/Assumptions

- Network connectivity, configuration, set up, and firewall traversal
- Electrical cabling/conduit

WORKMANSHIP WARRANTY DESCRIPTION

If your system was installed by Haverford Systems, it is supported by a 1 full year Workmanship Warranty, starting from the date of owner sign-off. As these systems are typically heavily integrated, using products from many manufacturers and software publishers, and are additionally integrated with owner provided and 3rd party provided products and systems, it is important to understand what is covered by our Workmanship Warranty. Haverford Systems does everything that we can to guarantee a successful deployment and lifecycle for every system that we install but many things are not under our control and responsibility must be taken by owner or other involved parties.

Workmanship Warranty – What is covered

- System Design (system design must be capable of fulfilling written system scope as proposed in writing)
- Product selection (all products proposed must be appropriate and suitable for proposed use)
- Product placement (all equipment must be located per system design scope, as approved by owner, during scope development or as modified scope by owner during installation)
- Initial Cable pull integrity (cables must not be damaged during routing)
- Cable terminations (cable terminations must be installed/performed properly)
- Mounting hardware (must be suitably chosen and installed per manufacturer's specifications and any applicable codes)
- Assembly (all components must be assembled per system design)
- Equipment configuration (all proposed equipment must be configured according to design scope)
- System testing (all systems must be fully tested under normally expected operating conditions)
- System training (owner representative must be trained in each major aspect of end user system operation)

Workmanship Warranty – What is NOT covered

A Workmanship Warranty is only designed to cover issues that the provider has direct and sole control over and that are specifically part of the proposed system and are solely supplied by the provider. There are many elements of an integrated system which must be managed and supported by the owner themselves or by third parties. Some of them are described below. These are examples only and not an exhaustive list.

- All of the products purchased directly from Haverford Systems are covered by an original manufacturer's warranty of some specific length and scope. The length and scope of these warranties can vary greatly. It is important for you to understand that manufacturer warranties are always limited to varying degrees. Most manufacturers' warranties do not cover: troubleshooting, on-site labor and expenses, loaner equipment or freight expenses for products sent back to and returned from the factory for repair. These additional services (and their associated costs) may be necessary to provide full service of your systems.
- Consumable and high wear items (e.g. projector lamps, filters, interface cables, etc.)
- Component repair or replacement cost for equipment failure outside of manufacturer's warranty scope or manufacturer's warranty period.
- Replacement or repair costs of any items damaged by abuse or misuse.
- Replacement or repair costs of items damaged by environmental factors (incl. heat, liquid, smoke, dust, etc.)
- Replacement or repair costs of items damaged or altered by any party other than Haverford Systems personnel, including other system or service providers.
- Incompatibility relating to owner furnished equipment or systems.
- Programming and other changes to functionality that diverge from the original project design.
- Suitability or proper configuration/operation of owner's infrastructure, including IP or other networks, buildings and furniture.
- Changes to configuration of owner networks or other integrated systems after system has been signed off by owner.
- 3rd Party software, including any operating systems or firmware and including software, firmware and operating system updates.
- Failure or sub-par performance of systems related to any 3rd party or owner provided equipment, software, furniture, infrastructure or systems.
- Any systems, equipment or work provided by 3rd party providers and tradespeople.
- End user operator errors or operator capability limitations of any kind with regard to system use operation or maintenance.
- End user or third party provided content for processing, presentation or distribution.
- Geometric, acoustical, optical, thermal or other physical limitations of owner's provided space for proposed systems.

HAVACARE SERVICE

Why Choose HavaCare™

If your system was installed by Haverford Systems, all workmanship is supported for 1 full year. All of the products purchased from Haverford Systems are also covered by an original manufacturer's warranty. It is important for you to understand that manufacturer warranties are limited. Most manufacturers' warranties do not cover: troubleshooting, on-site labor and expenses, loaner equipment or freight expenses for products sent back to and returned from the factory for repair. These services are necessary to provide full service of your systems. With HavaCare™ you get peace of mind, knowing that your systems will always be working when you need them.

Haverford Systems Service Options: Choose the coverage type and payment plan that works best for your organization.

PREPAID PLANS:

1. **HavaCare™ Priority Service Agreement:** Available with Yearly and Discounted Multi-Year Rates

PAY-AS-YOU-GO PLANS:

1. **T&M** - Time and Materials Based Repair and Maintenance Services
2. **Lump Sum** - Proposed Project Based Repair and Maintenance Services

HavaCare™ Priority

During each year of HavaCare™, Haverford Systems will provide free and unlimited toll-free technical telephone support with 1 hour response time. Haverford Systems will also provide next day response time for on-site technical service. If phone support fails to correct technical issues with the system, a field technician will respond on-site within one business day of reporting the problem. Technical service will provide for troubleshooting and repairing the system as required, to return it to full functionality. A field technician will also make a scheduled site visit once each year for preventative maintenance, cleaning, testing and tuning of the system and components. The integrity of all cabling and connections is explicitly covered by this warranty as far as these cables and connections are part of the original system and have not been changed or tampered with by any other party than Haverford Systems. All service calls are immediately logged with a Field Service RMA issued to the client. All Field Service RMAs are actively managed until all related issues are resolved.

HavaCare™ Priority Benefits

- Priority Technical Support on Toll Free Phone Line – 1 Hour Response Time during normal business hours
- Priority Troubleshooting Service – Next Business Day On-Site Response Time
- Consumable Replacement Labor (e.g. projection lamp - cost of consumable materials is not included)
- Annual System Preventative Maintenance, Cleaning, Testing and Tuning
- Facilitation of Manufacturer's Warranties
- Facilitation of Manufacturer Provided Loaners and Replacements (where applicable).

HavaCare™ Priority Limitations: Items not included or covered by HavaCare™ Priority Plans:

- Consumable items (e.g. projector lamps, filters, etc...)
- Component repair or replacement cost for equipment failure outside of mfg's warranty or warranty period.
- Replacement or repair costs of any items damaged by abuse or misuse.
- Replacement or repair costs of any items damaged by environmental factors (incl. heat, liquid, smoke, dust, etc.)
- Replacement or repair costs of any items damaged or altered by any party other than Haverford Systems personnel.
- Incompatibility relating to client furnished equipment or systems.
- Programming and other changes to functionality that diverge from the original project design.
- Delays in scheduled service, due to client use or other limited access to systems and rooms or reasons otherwise not caused by Haverford Systems, may be subject to additional charges to client.
- On-Site Field Service is normally provided between the hours of 7:00 am and 5:30 pm during the working week.

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

40% Initial Payment

60% Final Payment Once Project is Complete

Acceptable Forms of Payment

- Purchase orders upon with Terms upon credit review
- Company Check
- Credit Card, VISA, MC, AMEX, Discover - additional 3.5% transaction fee will be applied for this method
- EFT, direct or other forms

TERMS

Proposals are valid for thirty (30) days following issue. Should you wish to reconsider a project at a later date, we will review and revise the proposal and timeline to reflect current conditions. Unforeseen conditions, such as the need to overcome previously unknown construction obstacles, can significantly affect project costs and timeline estimates.

This proposal and its entire scope of work are limited to the explicit scope(s) of work and systems descriptions as defined herein. Any changes or modifications beyond these explicit scopes and descriptions may require additional charges, which must be contracted for with guaranteed payment before changes or modifications can be accepted and completed. Technical design, details, and all of its other contents represent a pre-contract investment by Haverford Systems, Inc. and as such, are the sole property of Haverford Systems, Inc. This proposal is provided for engineering reference only and may not be used for the purposes of acquiring competitive bids. This proposal is based upon industry standard hours of Monday to Friday, 8 am through 5 pm. Work conducted outside these times may be billed at an overtime rate.

Any and all taxes on the transaction will be added to the invoice and will be the responsibility of the buyer. If a purchase is made via credit card, a 3.5% transaction fee will be applied to the invoice. Overdue invoices will incur a 2% late fee (recurring monthly) after 30 days.

ACCEPTANCE

WESTTOWN TOWNSHIP

SIGNED

DATE

PRINT NAME

TITLE

HAVERFORD SYSTEMS

SIGNED

DATE

PRINT NAME

TITLE

Memo

To: Westtown Board of Supervisors
From: Liudmila Carter, Township Manager
Date: January 2, 2025
Re: Proposed Updates to 2025 Fee Schedule

As per discussion with the Board on December 13, 2024, staff proposes minor changes to the Township's fee schedule in 2025, as outlined below. Overall, these changes should have only a nominal impact on Township revenues and the adopted budget. A redlined version of the proposed fee schedule is attached.

- Correction to the nonresidential Certificate of Occupancy fee from \$15.00 to \$60.00;
- Addition of permit fee for permanent recreational and sports lighting as per §170-1514.D.(5)(c):
 - An annual permit application shall be required to be submitted to the Township 45 days before the start of each sports and recreation year that a permanent recreational and sports lighting installation is proposed to be utilized. A permit fee schedule shall be established by resolution of the Board of Supervisors each year to cover all costs to the Township to include, but not limited to, the following:*
 - [1] Special police detail from the Westtown East Goshen Police Department to control traffic, parking and on-site security for any lighted event as determined by the Board of Supervisors based on type of event.*
 - [2] Trash cleanup by Township Public Works employees on the roads and properties surrounding the campus as soon as possible after the lighted event as determined by the Board of Supervisors based on the type of event.*
- Addition of a fee for the issuance of conditional Use and Occupancy extensions for a period of 90 days;
- Increase of residential resale inspection fee from \$82.50 to \$100.00;
- Increase of sewer and refuse certification from \$15.00 to \$25.00;
- Increase to cost per fixture for nonresidential electrical permit fee from \$0.50 to \$0.75;
- Revision to refuse fee as per adopted 2025 budget;
- Decrease of fee for a returned check or ACH payment;
- Revisions to nonresidential demolition permit fees for buildings/structures with and without utilities and foundation.

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 202~~54~~-01

**A RESOLUTION ESTABLISHING AND CONSOLIDATING THE
VARIOUS FEES AND CHARGES IMPOSED BY WESTTOWN
TOWNSHIP PURSUANT TO THE CODE OF WESTTOWN TOWNSHIP**

WHEREAS, the Code of Westtown Township authorizes the Board of Supervisors to establish various fees and charges by Resolution, and:

WHEREAS, the Board of Supervisors believes that it's in the best interests of the Township to consolidate all of the fees and charges into a single Resolution,

BE IT RESOLVED THAT the Westtown Township Board of Supervisors hereby establishes the following Fee Schedule effective January ~~26, 2024~~2025.

I. Building Permit Fees

- A. Residential Building Units - 1 and 2 family residential buildings.**
 - 1. See Attachment A.
 - 2. PA Uniform Construction Code - \$4.50
 - 3. Township Certificate of Occupancy - \$15.00
 - 4. Zoning review fee – see Section II
- B. Nonresidential Building Units - includes commercial, industrial, institutional, and multi-family dwelling units**
 - 1. See Attachment B.
 - 2. PA Uniform Construction Code - \$4.50
 - 3. Township Certificate of Occupancy - ~~\$15.00~~60.00
 - 5. Zoning review fee – see Section II
 - 6. Change in tenant - See Section II
- C. Building Code Official (BCO) - See Attachment A.**
- D. Sewer Connections (Tapping Fees)**
 - 1. Gravity connection to West Goshen Treatment Plant - \$3,164.00 tapping fee, plus building permit fee(s).
 - 2. Low pressure connection to West Goshen Treatment Plant - \$3,164.00 tapping fee, \$2,500.00 Township Sewer Engineer review escrow, and building permit fee(s).
 - 3. Gravity connection to Westtown Chester Creek Treatment Plant - \$2,929.76 tapping fee and building permit fee(s).
 - 4. Low pressure connection to Westtown Chester Creek Treatment Plant - \$2,929.76 tapping fee, \$2,500.00 Township Sewer Engineer review escrow, and building permit fee(s).
- E. Annual Contractors Registration;**

1. Per Company - \$30.00
 2. Note: For new residential construction projects and all nonresidential construction projects only. This does not apply to home improvement contractors registered with the PA State Attorney General.
- F. Appeals to the West Chester Area Council of Governments Joint Appeals Board
1. Residential - \$500.00
 2. Commercial - \$2,500.00
 3. **Notes:**
 - a. PA UCC Continuing Education Fee of \$4.50 is added to all building permits.
 - b. Any person who commences work on a building, structure, electrical, gas, mechanical, plumbing system, or any other item that requires a building permit prior to obtaining the necessary permits shall be subject to the working without a permit fee. The Township in its sole discretion may elect to issue a citation for violation of the applicable building code.

II. Zoning Permit Review Fees

- A. Building Permits - \$50.00
 - For all residential and non-residential additions, modifications and alterations, including decks.
- B. Non-Residential Permits
 - Change in Use - \$50.00
 - Change in tenant with or without associated building permits for tenant fit-out - \$25.00
- C. Fence Permits - \$50.00
- D. Accessory Structures - \$50.00
 - Accessory structures ≥ 250 square feet, ≥ 12 feet tall, or any structure with utilities requiring a building permit.
- E. Walls ≤ 48 inches in height - \$50.00
 - Walls > 48 inches (4 feet) in height require a building permit.
- F. Dumpsters, portable containers, storage trailers, etc.- \$50.00
 - Dumpsters, portable containers, storage trailers, etc. with utilities require both a building and a zoning permit.
- G. Floodplain review
 - \$75.00; plus
 - Township Engineer review costs – see Attachment [GH](#).
- H. Steep Slope Conservation review
 - \$50; plus
 - Township Engineer review costs – see Attachment [HG](#).
- I. Minor Home Occupation review - \$50.00
- J. Signs
 - On lots with residential use - \$50.00 per sign plus building permit fee(s).
 - On lots with nonresidential use - \$100.00 per sign plus building permit fee(s).
- K. [Forestry](#) - \$100.00
- L. Zoning Compliance Letter
 - Residential – no charge

- Commercial - \$150.00

III. Miscellaneous Permit Fees

A. Stormwater Management, Erosion Control, and Grading Permit

1. Residential

- a. New impervious surface where cumulative area < 1,000 sq. ft. - \$40.00
 - Excludes accessory structures ≤ 250 sq. ft.
- b. New impervious surface where cumulative area is ≥ 1,000 sq. ft. but < 2,000 total sq. ft. and/or when projects require a Simplified Approach SWM review.
 - \$160.00; and
 - \$ 3,000.00 escrow for Township Engineer review and installation inspection(s):
- c. New impervious surface where cumulative area ≥ 2,000 sq. ft. and/or when projects require a Post-Construction SWM review.
 - \$160; and
 - \$ 5,000.00 escrow for Township Engineer review and installation inspection(s).
- d. Modifications to site grading and/or drainage - \$160.00
- e. Grading and/or Erosion Control Inspection – see Attachment **GH**.
- f. Stormwater Management Appeal - \$500.00.
- g. Post-Construction Stormwater Operation and Maintenance Inspection Fee - \$250.00 per stormwater facility.
- h. Escrow requirement for driveway widenings involving Belgian Blocks - \$1,600

2. Non-Residential

- a. Stormwater Management Review - See Attachment **GH** plus \$ 5,000.00 Township Engineer review escrow.
- b. Stormwater Management Inspection - See Attachment **GH**.
- c. Grading and/or Erosion Control Review - See Attachment **GH**, plus \$ 2,500.00 Township Engineer review escrow.
- d. Grading and/or Erosion Control Inspection - See Attachment **GH**.
- e. Stormwater Management Appeal - \$2,500.00.
- f. Post-Construction Stormwater Operation and Maintenance Inspection Fee - \$250.00 per stormwater facility.

3. Notes:

- a. The applicant shall pay the review fees of the professional consultants utilized by the Township during its building permit application review. The applicant shall submit the specified escrow to the Township at the time of the submission of the building permit application. This money shall be placed in an interest bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with an accounting of

all monies disbursed from the account. If the account balance drops below an amount sufficient to cover costs associated with the application, the applicant shall deposit additional monies as deemed necessary by the Township Manager. Upon approval or denial of the building permit application and payment of the final invoices from the professional consultants, the balance of funds in the account plus any interest shall be returned to the applicant.

- b. The applicant shall reimburse the Township for the actual cost of all legal, engineering, inspections and materials tests incurred during application review and construction up to improvements acceptance by the Township.
- c. In a case where both Stormwater Management Review and Grading and/or Erosion Control Review are required, only one escrow is needed.
- d. No final approvals will be granted until all outstanding obligations are satisfied.

B. Highway Occupancy Permit

1. See Attachment I.

C. Permanent Recreational and Sports Lighting Permit

1. Annual fee - \$25.00; plus
2. Special police detail per event (if needed) – as determined by WEGO PD; plus
- 1.3. Trash cleanup (if needed) – hourly rate of Public Works employee(s) and overtime (if applicable)

IV. Resale Use and Occupancy Fees

A. Residential

1. Initial inspection - ~~\$82.50~~100.00
2. Re-inspection(s) - \$82.50
3. Missed Inspection - \$82.50 per occurrence

B. Nonresidential

1. Initial inspection - -minimum \$-200.00 up to 2,000 ft² plus \$24.00 per 1,000 ft² thereafter.
 2. Re-inspection(s) - \$82.50 per unit
 3. Missed Inspection - \$82.50 per occurrence
2. C. Conditional Use and Occupancy Extension (for up to 90 days) - \$150.00 per occurrence

V. Rental Premises Inspection Fees

- A.** Inspection, 1-2 Units - \$60.00 per unit
- B.** Inspection, 3-6 Units - \$50.00 per unit
- C.** Inspection, 7 or more units - \$45.00 per unit
- D.** Unit re-inspections - \$30.00 per unit
- E.** Change in Designated Agent - \$50.00

VI. Subdivision and Land Development

- A.** Property Line Adjustment or 1 Lot - \$125.00 plus \$2,500.00 escrow

- B. 2 to 3 Lots - \$125.00 plus \$3,500.00 escrow
- C. 4 to 10 Lots - \$640.00 plus \$7,500.00 escrow
- D. 10 or more Lots - \$1,300.00 plus \$15,000.00 escrow
- E. Additional costs for Subdivision, Land Development, and Lot Line and/or Minor Revision reviews shall be as follows:

1. The applicant shall pay the review fees of the professional consultants utilized by the Township during its review of the subdivision or land development application. The applicant shall submit the specified escrow to the Township at the time of the submission of the subdivision or land development application. This money shall be placed in an interest bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with an accounting of all monies disbursed from the account. If the account balance drops below an amount sufficient to cover costs associated with the application, the applicant shall deposit additional monies as deemed necessary by the Township Manager. Upon approval or denial of the land development or subdivision application and payment of the final invoices from the professional consultants, the balance of funds in the account plus any interest shall be returned to the applicant.
2. The applicant shall reimburse the Township for the actual cost of all legal, engineering, inspections and materials tests incurred during application review and construction up to improvements acceptance by the Township.
3. The applicants shall pay all Chester County Planning Commission, Health Department, and Conservation District fees; PA Dept. of Environmental Protection and PA Dept. of Transportation review fees, and all recording costs.
4. No final approvals will be granted until all outstanding obligations are satisfied.

VII. Zoning Hearing Board Application

- A. Variance or Special Exception - \$ 1,000.00
- B. Appeal of a Zoning Officer Decision - \$ 1,000.00
- C. Challenge to the Flexible Development Procedure - \$ 1,000.00
- D. Challenge to the Zoning Ordinance/ Map - \$2,500.00
- E. Township Zoning Hearing Board Solicitor - See Attachment ~~FE~~.
- F. Notes:

1. If the monies paid to the Township are insufficient to ensure payment of all costs incurred in the disposition of the application, the Township shall require additional deposits in amounts specified at the time of the request. The failure of the Township to demand additional deposits from time to time shall not relieve the applicant from liability for all costs, charges, fees, and expenses in excess of deposits.
2. Monies paid which are in excess of the actual costs shall be refunded to the applicant within 30 days of receipt of the written decision.
3. No final approvals will be granted until all outstanding obligations are satisfied.

VIII. Conditional Use Application

- A. Application - \$2,500.00 plus \$10,000.00 escrow
- B. Additional hearing(s) continued on the record - \$550.00 per instance
- C. Notes:
 - 1. If the monies paid to the Township are insufficient to ensure payment of all costs incurred in the disposition of the application, the Township shall require additional deposits in amounts specified at the time of the request. The failure of the Township to demand additional deposits from time to time shall not relieve the applicant from liability for all costs, charges, fees, and expenses in excess of deposits.
 - 2. Monies paid which are in excess of the actual costs shall be refunded to the applicant within 30 days of receipt of the written decision or after the receipt of the final consultant invoice, whichever happens last.
 - 3. Conditional Use Professional Consultants - the applicant shall pay the review fees of the professional consultants utilized by the Township during its review of the conditional use application. The applicant shall submit a specified escrow to the Township at the time of the submission of the application for a conditional use. This money shall be placed in an interest bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with a breakdown of all monies disbursed from the account. If the account balance goes below \$500.00 the applicant shall deposit additional monies as deemed necessary by the Township Manager. Upon approval or denial of the conditional use application and payment of the final invoices from the professional consultants the balance of funds in the account plus any interest shall be returned to the applicant.
 - 4. No final approvals will be granted until all outstanding obligations are satisfied.

IX. On Lot Septage Management Program and Refuse Collection, per quarter

- A. Refuse - ~~\$100.00~~120.00
- B. On Lot Septage Management Program Service Fee - \$6.00
- C. An additional 5 percent (5%) charge will be added to all late payments.

X. Residential Public Wastewater (Sewage) and Refuse Collection, per quarter

- A. Refuse - ~~\$100.00~~120.00
- B. Single Family Dwelling
 - 1. West Goshen Sewer District - \$205.00
 - 2. Westtown Chester Creek Sewer District - \$205.00
- C. Multiple Occupancy Building (per private living unit)
 - 1. West Goshen Sewer District - \$205.00
 - 2. Westtown Chester Creek Sewer District - \$205.00
- D. An additional 5 percent (5%) charge will be added to all late payments.

XI. Sewer, Refuse, and Real Estate Tax Certification

A. Sewer and Refuse Per-Certification - \$15.00~~25.00~~

All fees must be paid in full prior to issuance of the Certification.

B. Real Estate Tax Certification - \$15.00

~~B-C.~~ Duplication of Tax Bills - \$5.00

XII. Returned Checks and ACH Payments

- A. Any check or ACH payment received by the Township pursuant to this resolution or any other ordinance shall be deposited in the authorized Township depository (bank).
- B. All checks or ACH payments returned by the Township depository (bank) to the Township, for insufficient funds or any other reason shall have a letter written to the check writer or ACH payee advising that his check or ACH payment has been returned by the bank and that he should re-issue payment immediately.
- C. The check writer or ACH payee's account shall be updated to indicate that a payment was not made.
- D. Any check or ACH payment that is returned to the Township will result in the imposition of a ~~\$35.00~~15.00~~30.00~~ fee in addition to any fees imposed by the Township depository (bank), both of which shall be applied to the appropriate account.

XIII. Park Fees

- A. Oakbourne Upper Field - \$100.00 per day, per use. The fee shall be waived Monday-Thursday when reserved for Resident applications for individual use not associated with an organization.
- B. Oakbourne & Tyson Park Pavilions
 - 1. Resident - \$50.00 per use. The Resident fee shall be waived Monday-Thursday for applications for individual use not associated with an organization.
 - 2. Non-Resident - \$75.00 per day
- C. The Board of Supervisors reserves the right to adjust, modify, alter, or waive any Park fees at their discretion.

XIV. Township Facilities

- A. Westtown Township Administration Building meeting room - \$350.00 per use, except for civic groups as designated by the Township Manager
- B. The Board of Supervisors reserves the right to adjust, modify, alter, or waive the fee for any Township facility at their discretion.

XV. Solicitation (Transient Merchant) License Fees

- A. License
 - 1. One Month - \$35.00
 - 2. One Year - \$250.00
- B. Background Check (required) - \$25.00 per year

XVI. Township Solicitor Fees

A. Township Solicitor - See Attachment ~~DC~~.

XVII. Copying of Township Records

The cost for the copying of Township records pursuant to the "Right to Know Law" as amended, shall be as follows:

- A. Postage - The actual cost of USPS first-class mailing.
- B. Duplication - The fees are based upon the duplication of records in black & white on standard 8.5" x 11" paper or 8.5" x 14" paper. All larger records, including but not limited to plans, maps, and similar documents are "over-size" records for purposes of the Fee Schedule.
 - 1. Photocopy - \$0.25 per single sided copy up to 1,000 pages; \$0.20 per copy beyond 1000 pages.
 - 2. Facsimile/Microfiche/Other Media - the actual cost to duplicate the record.
 - 3. Conversion of electronic media only records to paper - if a record is only maintained in electronic media, the fee shall be the lesser of: \$0.25 per page (8.5 x 11") or the Township's cost to duplicate the record.
 - 4. Over-size records - Documents that must be sent out for duplication shall be billed at the Township's actual cost.
 - 5. Color documents - color documents that must be sent out for duplication shall be billed at the Township's actual cost.
- C. Certification - \$5.00 per record.
- D. Use of own copier - A requester may utilize his own copier provided the device is self-powered, i.e., it may not be plugged into a Township power outlet. Any duplication by the requester must be done with a Township employee present.
- E. Direct access to the Township computer system is prohibited.
- F. No original records may be removed from the Township building by a requester.

XVIII. Working Without Required Permits

The penalty for conducting work without securing required permits.

- A. Residential - \$150.00
- B. Commercial - \$250.00

XIX. Effective Date

The fees outlined in this Resolution shall be effective on January ~~26, 2024~~2025.

RESOLVED AND ADOPTED as a Resolution this ~~2nd~~6th day of January, ~~2024~~2025.

**WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS**

Chair

Vice Chair

Police Commissioner

ATTEST:

Township Secretary

DRAFT

Attachments – Fee Schedules

- A. Westtown Township Residential Building Permit Fee Schedule
- B. Westtown Township Nonresidential Building Permit Fee Schedule
- ~~C. Brandywine Conservancy Land Planner Schedule~~
- ~~D.C.~~ Gawthrop Greenwood, PC, Township Solicitor Fee Schedule
- ~~E.D.~~ Albert Federico Consulting LLC, Township Traffic Engineer Fee Schedule
- ~~F.E.~~ ~~Ronald Agulniek, Esq., Scott Yaw, Esq.,~~ Township Zoning Hearing Board Solicitor Fee Schedule
- ~~G.F.~~ Buckley, Brion, McGuire & Morris LLP, Planning Commission Solicitor Fee Schedule
- ~~H.G.~~ Cedarville Engineering Group LLC, Township Stormwater Engineer Fee Schedule
- ~~I.H.~~ Carroll Engineering Corporation, Township Sewer Engineer Fee Schedule
- ~~J.I.~~ Highway Occupancy Permit Fee Calculation Sheet
- ~~K.J.~~ ~~Mingis, Gutowski & Company, LLP~~ ~~John R. Hanna & Sons, LLC~~, Annual Audit Fee Schedule

|

Attachment A

Westtown Township

Residential Building Permit Fee Schedule

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Attachment A:

Westtown Township

Residential Building Permit Fee Schedule

1. Building Permit Fees

a. New Construction, Additions, & Accessory Structures

- I.** \$ 350.00 plus \$ 0.35 per ft² of floor area
- II.** Partial New Construction Projects calculated as follows:
 - 1.** Footing & Foundation- 10% of above formula
 - 2.** Framing- 50% of above formula
 - 3.** Interior Alterations- 40% of above formula

Note: Square footage (ft²) is defined as gross floor area of all floors within the perimeter of the outside walls, including basements, cellars, garages, roofed patios, breezeways, covered walkways and attics with floor-to-ceiling height of 6'6" or more.

b. Alterations & Renovations where ft² does not apply

- I.** \$ 350.00 plus \$35.00 for each \$1,000.00 of construction value up to the first \$10,000.00, and then \$10.00 for every additional \$1,000.00 of construction value.

c. Construction Permit Calculations

- I.** Building Permit Fee- 65% of total from **a.** or **b.**
- II.** Plumbing Permit Fee- 23% of total from **a.** or **b.**
- III.** Mechanical Permit Fee- 12% of total from **a.** or **b.**
- IV.** Energy Permit Fee- 10% of total from **a.** or **b.**
- V.** Electric Permit Fee- See **3.** below

d. Fire Plan Review and Inspection

- I.** \$ 125.00 plus \$0.10 per ft² of floor area

e. Re-inspection(s)

- I.** Per instance- \$ 75.00

f. Revisions, Alterations and/ or Addition to Existing Permit

- I.** Per instance- \$ 75.00

g. Use of the Building Code Official

- I.** Per hour- \$75.00

2. Additional Permit Fees

a. Uncovered Decks- \$130.00 plus \$ 0.30 per ft²

b. Demolition

- I.** Without utilities and foundation \$ 150.00
- II.** With utilities and/ or foundation \$ 200.00

c. Swimming Pool, Hot Tub, Etc.

- I.** Above ground- \$ 150.00
- II.** In ground- \$ 300.00

d. Re-roofing

- I.** Per Building \$ 125.00

e. Indirect replacement of HVAC equipment

I.	Per unit-	\$ 125.00
f.	Alteration to plumbing system	
I.	Per fixture-	\$ 60.00
g.	Lateral line repair or replacement	
I.	Sewer Line	\$ 130.00
II.	Water Line	\$ 130.00

3. Electrical Permit Fees

a. General Inspections

I.	Rough Inspection	
1.	Base Fee	\$ 80.00
2.	Cost per fixture	\$ 0.75
II.	Final Inspection	
1.	Base Fee	\$ 80.00
2.	Cost per fixture	\$ 0.75

b. Minor work, less than 5 fixtures- \$ 80.00

c. Solar Panels

I.	First 10 Panels	\$ 25.00 per panel
II.	Each additional Panel	\$12.00 per additional panel

Note: All associated feeders, services, motors, etc. are calculated in accordance to the appropriate fee schedule section.

d. Service Meter Equipment

I.	Up to 400 199 amp	\$ 115.00
II.	200 to 400 599 amp	\$ 180.00
III.	600 to 1200 amp	\$ 500.00
IV.	Over 1200 amp	\$ 950.00
V.	Each Additional Meter	\$ 20.00

e. Main and/ or Sub Panels

I.	Up to 400 199 amp	\$ 115.00
II.	200 to 400 599 amp	\$180.00
III.	600 to 1200 amp	\$ 500.00
IV.	Over 1200 amp	\$ 1,000.00

f. Temporary Service \$ 115.00

g. Swimming Pools

I.	Pool Bonding-	\$ 125.00
II.	Pump Wiring-	\$ 125.00

h. Hard Wires Appliances/ Units

I.	For the first item	\$ 80.00
II.	For each additional item	\$ 20.00

i. Generators, transfer switch and equipment

I.	Up to 10 KW	\$ 45.00
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	II.	Over 10 KW to 50 KW	\$ 150.00
j.		Alarm Systems	
	I.	For the first device	\$ 80.00
	II.	All additional devices	\$ 20.00
k.		Reintroduction of Power-	\$ 145.00
l.		Certification of existing electric panel	
	I.	Per Panel	\$ 145.00
m.		Additional Services	

Note: any fee not outlined or applicable in this “Residential Building Permit Fee Schedule” document will be subject to the applicable fee as outlined in “Attachment B: Westtown Township Nonresidential Building Permit Fee Schedule.”

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Attachment B

Westtown Township

Nonresidential Building Permit Fee Schedule

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Attachment B:

Westtown Township

Nonresidential Building Permit Fee Schedule

1. Building Permit Fees

a. New Construction, Additions, & Accessory Structures

- I.** \$ 350.00 plus \$ 0.35 per ft² of floor area
- II.** Partial New Construction Projects calculated as follows:
 - 1.** Footing & Foundation- 10% of above formula
 - 2.** Framing- 50% of above formula
 - 3.** New Tennant Fit Out- 40% of above formula

Note: Square footage (ft²) is defined as gross floor area of all floors within the perimeter of the outside walls, including basements, cellars, garages, roofed patios, breezeways, covered walkways and attics with floor-to-ceiling height of 6’6” or more.

b. Alterations & Renovations where ft² does not apply

- I.** \$ 350.00 plus \$ 35.00 for each \$1,000.00 of construction value up to the first \$10,000.00, and then \$10.00 for every additional \$1,000.00 of construction value.

c. Construction Permit Calculations

- I.** Building Permit Fee- 65% of total from **a.** or **b.**
- II.** Plumbing Permit Fee- 23% of total from **a.** or **b.**
- III.** Mechanical Permit Fee- 12% of total from **a.** or **b.**
- IV.** Energy Permit Fee- 10% of total from **a.** or **b.**
- V.** Electric Permit Fee- See **3.** Below

d. Accessibility Plan Review and Inspection

- I.** \$ 150.00 plus \$ 0.10 per ft² of floor area

e. Fire Plan Review and Inspection

- I.** \$150.00 plus \$0.10 per ft² of floor area

f. Re-inspection(s)

- I.** Per instance- \$ 100.00

g. Revisions, Alterations and/ or Addition to Existing Permit

- I.** Per instance- \$ 100.00

h. Use of the Building Code Official

- I.** Per Hour- \$75.00

2. Additional Permit Fees

a. Uncovered Decks- \$ 125.00 plus \$ 0.30 per ft²

b. Demolition

- I.** Without utilities and foundation \$ 150.00
- II.** With utilities and/ or foundation \$ ~~185.00~~200.00

c. Swimming Pools

- I.** Above ground- \$ 150.00
- II.** In ground- \$ 300.00
- III.** PA Pool Certification \$ 425.00

d. Re-roofing and Siding		
I. Per Building		\$ 125.00
e. Indirect replacement of HVAC equipment		
I. Per unit-		\$ 125.00
f. Alteration to plumbing system		
I. Per fixture-		\$ 60.00
g. Lateral line repair or replacement		
I. Sewer Line		\$ 130.00
II. Water Line		\$ 130.00

3. Electrical Permit Fees

a. General Inspections		
I. Rough Inspection		
1. Base Fee		\$ 80.00
2. Cost per fixture		\$0. 50 <u>75</u>
II. Final Inspection		
1. Base Fee		\$ 80.00
2. Cost per fixture		\$ 0.75
b. Minor work, less than 5 fixtures-		\$ 80.00
c. Solar Panels		
I. First 10 Panels		\$ 25.00 per panel
II. Each additional Panel (up to 60)		\$ 10.00 per additional panel
III. Each additional Panel (above 60)		\$5.00 per additional panel
Note: All associated feeders, services, motors, etc. are calculated in accordance to the appropriate fee schedule section.		
d. Fire Pump Controller		
I. Per Unit		\$ 65.00
e. Service Meter Equipment		
I. Up to 400 <u>199</u> amp		\$ 115.00
II. 200 to 400 <u>599</u> amp		\$ 180.00
III. 600 to 1200 amp		\$ 500.00
IV. Over 1200 amp		\$ 950.00
V. Each Additional Meter		\$ 20.00
f. Motors		
I. Up to 5 HP		\$ 45.00
II. Over 5 up to 20 HP		\$ 80.00
III. Over 20 HP up to 100 HP		\$ 200.00
IV. Over 100 HP up to 200 HP		\$ 265.00
V. Over 200 HP		\$ 265.00 plus \$50.00 for each 50 HP over 200HP
g. Main and/ or Sub Panels		

	I.	Up to 400 199 amp	\$ 115.00
	II.	200 to 400 599 amp	\$ 180.00
	III.	600 to 1200 amp	\$ 500.00
	IV.	Over 1200 amp	\$ 1,000.00
h.		Temporary Service	\$115.00
i.		Swimming Pool, Hot tub, etc.	
	I.	Pool Bonding-	\$ 125.00
	II.	Pump Wiring-	\$ 125.00
j.		Signs with electric	
	I.	First sign	\$ 80.00
	II.	Each additional sign	\$ 20.00
k.		Parking Lot Lighting	
	I.	First Light/ Pole	\$ 80.00
	II.	Each additional light/ pole	\$ 20.00
l.		Hard Wired Appliances/ Units	
	I.	For the first item	\$ 80.00
	II.	For each additional item	\$ 20.00
m.		Generators & Equipment, Welders, Furnaces, etc.	
	I.	Up to 10 KW	\$ 45.00
	II.	Over 10 KW to 50 KW	\$ 150.00
	III.	Over 50 KW to 100 KW	\$ 200.00
	IV.	Over 100 KW to 300 KW	\$ 340.00
	V.	Over 300 KW to 500 KW	\$ 500.00
	VI.	Over 500 KW to 1000 KW	\$ 850.00
	VII.	Over 1000 KW	\$ 850.00 plus \$60.00 per additional 200 KW increment
n.		Alarm Systems	
	I.	For the first device	\$ 80.00
	II.	Every additional 5 devices	\$ 20.00
o.		Reintroduction of Power-	\$ 145.00
p.		Certification of existing electric panel	
	I.	Per Panel	\$ 145.00
q.		Additional Services	

Note: Any fee not outlined or applicable in this “Nonresidential Building Permit Fee Schedule” document will be subject a fee as outlined by the Building Code Official prior to review of the permit application.

Attachment C

~~Brandywine Conservancy~~

~~Land Planner Schedule~~

DRAFT

Attachment DC

**Gawthrop Greenwood PC
Township Solicitor Fee Schedule**

DRAFT



Gawthrop Greenwood, PC
Attorneys at Law

17 East Gay Street p. 610.696.8225
West Chester, PA 19380 www.gawthrop.com

Patrick M. McKenna
610.696.8225 x 1550
610.344.0922 fax
pmckenna@gawthrop.com

October 11, 2024

Via Email lcarter@westtown.org
Liudmila Carter, Manager
Westtown Township
P.O. Box 79
Westtown, PA 19395-0079

Re: 2025 Fees for Legal Services

Dear Mila:

Attached is our engagement letter setting forth the terms of our engagement for 2025. Effective in January 2025, Gawthrop Greenwood plans to adjust the partner hourly rate for our work for Westtown Township. We have been charging the Township at the partner rate of \$200 per hour since January 2013. We have held that rate in recognition of financial stress that has been experienced by all municipalities over the last few years. The new partner rate will be \$210 per hour. The associate rate will remain \$200 per hour, the paralegal rate will remain \$125 per hour, and the administrative assistant rate will remain \$80 per hour.

Our hourly rates for municipal clients have been substantially below our rates for non-municipal clients, and they will continue to be. We will, of course, continue to draw on our experience and skills to keep your legal services bill as low as possible, consistent with proper representation of the Township. We look forward to having the continuing opportunity to be of service to Westtown Township.

Very truly yours,


Patrick M. McKenna

Enclosure

cc: Cindi King, Director of Finance (via email)



Gawthrop Greenwood, PC
Attorneys at Law

17 East Gay Street p. 610.696.8225
West Chester, PA 19380 www.gawthrop.com

Patrick M. McKenna
610.696.8225
610.696.7111 fax
pmckenna@gawthrop.com

October 11, 2024

Via Email lcarter@westtown.org
Liudmila Carter, Manager
Westtown Township
P.O. Box 79
Westtown, PA 19395-0079

RE: *Solicitorship – Westtown Township*

Dear Mila,

We are pleased to have been engaged to serve as legal counsel to the Westtown Township. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact Patrick M. McKenna, Esquire prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between Gawthrop Greenwood, PC, hereinafter to as “Law Firm,” or “We” or “Our” or “Us” and the Westtown Township hereinafter referred to as “You” or “Client(s).” Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship between our law firm and you.

Scope of Representation: We have been engaged to represent the Westtown Township as general counsel or Solicitor to handle all matters of representation, except as we may later agree should be handled separately or by outside legal counsel.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

Legal Fees and Billing Statements: We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the “Expenses” provision and “Late Payment and Failure to Pay” provisions of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment. We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

On the basis of our time, charges are as follows:

\$210 per hour for the services of partners;

\$200 per hour for the services of associates;

\$125 per hour for the services of paralegals; and

\$80 per hour for the services of administrative assistant.

From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify you of such adjustments.

I will act as Solicitor and lead counsel for you and will be the principal point of contact. In addition, I will be supported by my partner, Stacey L. Fuller, Esquire and my colleague Robert C. Jefferson, IV, Esquire who is an associate attorney with the Law Firm. Other individuals may assist with the case from time to time or even assume the case as lead attorney. The use of junior lawyers, paralegals, and law clerks results in a direct savings to you, since they can more economically perform tasks which do not require the attention of a senior partner. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact us to discuss these issues.

It is our policy to describe services performed in a detailed manner so that you may be able to understand fully the services and the charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our billing statement if you dispute any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of your receipt of a billing statement, you will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

In addition, if as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation, or dispute involving you or any related persons, you are responsible for costs and expenses reasonably incurred by us (including professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for Law Firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing

the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

Late Payment and Failure to Pay: If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all legal fees, expenses, administrative fees and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the legal and administrative fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of seven years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the seven-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another Law Firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this Law Firm and away from the Law Firm's office prior to signing it. You understand that this Law Firm is not retained until the signed original engagement agreement is returned to the Law Firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the Law Firm, we appreciate the opportunity to represent you in this matter.

Very truly yours,


Patrick M. McKenna

By signing this agreement, I confirm that have I read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

Liudmila Carter
Township Manager

Date

[Client Signature]

Attachment ED

**Albert Federico Consulting LLC
Township Traffic Engineer Fee Schedule**

DRAFT



ALBERT FEDERICO CONSULTING, LLC

Traffic Engineering and Mobility Solutions

133 Rutgers Avenue
Swarthmore, PA 19081

November 4, 2024

via email only

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

Re: Municipal Traffic Engineering Services
Westtown Township, Chester County

Ms. Carter:

It has been a pleasure working with the Township staff this year.

I look forward to continuing to support the Township in the new year. For 2025 Traffic Engineering Consulting services will be provided at the current rate of \$165 per hour plus reimbursable expenses.

Please do not hesitate to contact me at albert@federico-consulting.com or 610.608.4336 should you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Federico', written over the typed name.

Albert Federico, P.E., PTOE

cc: Cindi King, Director of Finance

Attachment FE

~~Ronald Agulnick~~Scott Yaw, ESQ

Township Zoning Hearing Board Solicitor Fee Schedule

DRAFT

460 East King Road
Malvern, Pennsylvania 19355-3049
610.722.5800 ♦ Fax 610.647.6714
www.wislerpearlstine.com

September 30, 2024

Scott E. Yaw, Esquire
email: syaw@wispearl.com
Direct dial: (484) 321-5012

SENT BY EMAIL - lcarter@westtown.org

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

RE: ENGAGEMENT LETTER AND FEE AGREEMENT

Dear Ms. Carter:

My firm has been asked to serve as Solicitor for the Westtown Township Zoning Hearing Board ("Board", "you" or "your"), beginning January 1, 2025, and we are pleased to do so. We thank you for selecting Wisler Pearlstine, LLP.

This letter and the enclosed Additional Terms for Engagement of Legal Services set forth the agreement concerning our representation of your interests, together with a statement of our general operating and billing procedures. To make this agreement effective, I request that, upon completion of your review of its points, you countersign a copy of this letter and return the countersigned version to me and keep a copy for your records.

1. Our billing is based primarily on my discounted hourly rate of \$185.00 per hour with lesser amounts for any expenditure of time by paralegals. To the extent possible, we will utilize such paralegal support to keep overall fees as low as possible. For your information, our attorneys' regular hourly rates vary between \$250.00 to \$450.00 per hour. There will be no duplicative billing in instances where I direct or oversee such work by others. Our billing rates may be subject to periodic changes. We will provide at least thirty (30) days notice prior to any increase in our billing rates.

2. You will be billed on a monthly basis, unless we are not handling any assignment(s) for the Board at that time. We will keep records of time used for conferences, telephone calls, drafting documents, research, court time, and necessary travel time. You will not be billed for basic clerical or secretarial time.

3. We reserve the right to terminate our attorney/client relationship for nonpayment of fees or costs. We expect you to keep current with our billings. Among other things, your careful attention to monthly bills is the very best method of monitoring the continuing expenses of the legal contest. We reserve the right to add, and you agree to pay, one and one-half percent (1½%) per month interest on any balance which remains unpaid more than thirty (30) days.

ATTORNEYS AT LAW

4. "Costs" are out-of-pocket expenses, such as filing fees, service fees, courier fees, transcript costs, photocopies, long-distance telephone calls, and expert witness or consultant fees. Costs will be itemized and billed on a monthly basis or, in some instances, costs will be billed in advance.

5. We shall keep the Board well informed as to the progress of all matters for which we are engaged. We shall send the Board copies of or advise it of the substance of all related papers coming in and going out of our offices, including correspondence, e-mails, pleadings, and other court documents. Likewise, we ask that you keep us informed of any developments in the matter(s) which come to the Board's attention and promptly provide us with copies of any materials or documents received by the Board. In addition, you agree to advise us of the substance of, as well as provide us with copies of, any relevant communications. In this way, we can maintain a valuable and continuous flow of communication.

6. If we are unavailable when you telephone, your call shall be returned with reasonable promptness. There will be times when I will be in Court, at meetings, in conference, and/or otherwise unavailable which will preclude me from returning your telephone calls or e-mails as quickly as we both might like, but I will do my best to return them as soon as possible. Please remember that, while my legal assistant may offer assistance, she is not a lawyer and cannot give legal advice nor can she deliver the contents of your file to you or anyone else without my express permission.

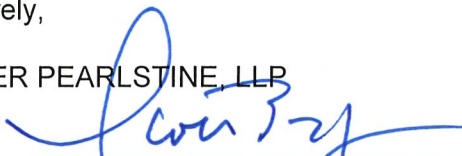
7. My firm's policy is to retain client files for a period of six (6) years after the termination of a matter, at which time the file will be destroyed. Prior to its destruction, you may forward a written request for return of the file, which we will provide to you at no additional cost except for postage or shipping charges, provided that all sums due and owing to my firm have been paid in full.

Please review and countersign this letter where indicated below to confirm your agreement so that we will have a mutual memorandum of our understanding. We look forward to working with you.

Sincerely,

WISLER PEARLSTINE, LLP

BY:



SCOTTE. YAW, ESQUIRE

SEY:smh
Enclosure

ACCEPTED THIS _____ DAY OF _____, 2024.

WESTTOWN TOWNSHIP, PENNSYLVANIA

BY: _____
(Title)

ADDITIONAL TERMS FOR ENGAGEMENT OF LEGAL SERVICES

These Additional Terms for Engagement of Legal Services, along with our Engagement Letter, constitute the terms of Wisler Pearlstine, LLP's agreement to provide legal services to you.

Information, Documents and Data. We will depend on you to provide us with *all* pertinent information, and *all* pertinent documents and data in hard copy or electronic form, updated and supplemented from time to time as required. Unless we have these materials, our ability to represent your interests may be compromised. If at any time during the Engagement you have any questions about the information, documents and data we may need, please let us know.

Use of work product. We have spent significant time developing work product (such as agreement provisions, legal analyses, policies, forms and other materials) that help us to increase the quality and timeliness of our services. If we utilize this work product for your benefit, we reserve the right to charge a fee in addition to our time, commensurate with the value these materials will provide to you as determined in our best judgment.

Our Communications. We utilize electronic communications and electronic devices that may place the confidentiality of our communications at risk, but we believe that the advantages provided by these technologies, such as increased efficiency and responsiveness, outweigh these risks. Unless you advise us to the contrary in writing, we will assume that you have authorized us to use these communications methods and devices.

Attorney-Client Privilege. Our private communications, whether written or oral, are subject to the attorney-client privilege, which means that we will keep these communications confidential and will not disclose them, except as required by law. Please note, however, that this privilege may no longer apply (and our communications may be subject to disclosure to others) if third parties are included in our communications or if you disclose our communications to others. You should therefore keep our communications private in all respects.

Conflicts of Interest. We will endeavor to determine if there are any conflicts of interest that may arise from our Engagement. You should immediately bring any potential conflicts of which you are aware to our attention. Note that we may represent other persons or entities whose general interests may be adverse to or competitive with your interests, so long as there is no conflict of interest as defined by the Rules of Professional Conduct that govern attorneys.

No Tax Advice. Unless we specifically state otherwise in writing, we will not provide you with legal advice pertaining to any federal, state, foreign or local tax matter or issue, whether or not directly related to or affected by the matters that are part of the Engagement.

Notice to Insurance Carrier. It is your responsibility to determine if you have insurance that may apply to any matter we are handling for you, and to provide appropriate notice to your insurance carrier so that your coverage is not prejudiced.

Effective Date of Attorney/Client Relationship. The terms of this Engagement Letter and the Additional Terms for Engagement of Legal Services will become effective on the earlier of the date we begin to provide services or the date you sign this Engagement Letter. These terms will also apply to all services we provide in the future to you or any affiliated person or entity, unless we otherwise agree in writing.

Attachment GF

**Buckley, Brion, McGuire & Morris LLP
Planning Commission Solicitor Fee Schedule**

DRAFT



KRISTIN S. CAMP
p: 610.436.4400 Ext# 1050
f: 610.436.8305
e: kcamp@buckleyllp.com
118 W. Market Street, Suite 300
West Chester, PA 19382-2928

September 27, 2024

Via Electronic Mail to lcarter@westtown.org

Westtown Township Planning Commission
Post Office Box 79
Westtown, PA 19395
Attn: Liudmila Carter, Township Manager

Re: Appointment as Planning Commission Solicitor for 2025

Dear Mila:

Our Firm would be honored to continue to serve as Solicitor to the Westtown Township Planning Commission for the calendar year 2025. We respectfully request that the Township reappoint our Firm. If reappointed, our billing rate will increase to \$220.00 per hour for attorney's time and \$95.00 per hour for paralegal time.

We appreciate the Planning Commission's confidence in our Firm serving as its Solicitor and look forward to our continued relationship with the Commission and staff in the coming year. Please do not hesitate to contact me if you have any questions.

Thank you for your consideration.

Very truly yours,

A handwritten signature in blue ink that reads 'Kristin S. Camp'.

Kristin S. Camp

KSC/jak

Attachment GH

Cedarville Engineering Group LLC

Township Stormwater Management, Floodplain and Steep Slopes Conservation District Engineer Fee Schedule

DRAFT



November 12, 2024

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

RE: Letter of Interest
Westtown Township

Dear Ms. Carter,

With sincerest gratitude, the team at Cedarville Engineering Group, LLC appreciates the opportunity to work with Westtown Township. It has been our pleasure to serve the community in 2024 and we look forward to finishing the year providing value and excellence in service and communication. We do hope to continue the relationship with the Township and have attached our rates for 2025 as a courtesy for planning and budgeting purposes.

As a valued client, your comments and opinions are very important to us. If you have any concerns or questions, please bring them to my attention.

Best Regards,
Cedarville Engineering Group, LLC

A handwritten signature in black ink, appearing to read "R. E. Flinchbaugh".

Robert E. Flinchbaugh, P.E.
Municipal Team Lead

Enclosure



2025 SCHEDULE OF BILLABLE HOURLY RATES / EXPENSES

Building Code Official – Commercial II	\$125.00
Construction Inspector I	\$106.00
Construction Inspector II	\$ 117.00
Construction Manager	\$150.00
Construction Estimator	\$190.00
Construction Foreman	\$125.00
Construction Superintendent	\$137.00
Field Tech	\$ 75.00
Laborer	\$ 75.00
SSHO	\$135.00
Designer I	\$105.00
Designer II	\$145.00
Engineer I	\$110.00
Engineer II	\$123.00
Engineer III	\$145.00
Engineer IV	\$165.00
Engineer V	\$190.00
Managing Engineer	\$205.00
Environmental Scientist/GIS I	\$110.00
Environmental Scientist/GIS II	\$123.00
Environmental Scientist/GIS III	\$145.00
Environmental Scientist/GIS IV	\$165.00
Environmental Scientist/GIS V	\$190.00
Health and Safety Officer	\$ 99.00
Operations Manager	\$210.00
Principal	\$225.00
Assistant Project Manager	\$130.00
Project Manager I	\$135.00
Project Manager II	\$150.00
Project Manager III	\$165.00
Surveyor	\$115.00
Survey Crew Chief	\$150.00
Professional Surveyor	\$160.00
Technical Assistant	\$ 92.00
Zoning Officer	\$ 99.00
Accountant	\$120.00
Contract Manager	\$130.00



EXPENSES

Photocopies	\$0.25 per copy
Plotter Reproduction	\$2.00 per square foot
Other Reproduction	Square foot rate subject to type of material used
Transportation Expenses	Prevailing IRS Rate
Other Direct Costs	Cost plus 15% to include, but not limited to subcontractors, supplies and other materials

Attachment IH

**Carroll Engineering Corporation
Township Sewer Engineer Fee Schedule**

DRAFT



November 12, 2024

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

Subject: Letter of Continued Commitment/Interest and 2025 Rates

Dear Ms. Carter:

Carroll Engineering Corporation will enter its 52nd year in business in 2025. We are proud of our history and our reputation, and it has been clients like Westtown Township that have enabled us to flourish and provide first class engineering services. We are humbled for the opportunity and your confidence to continue to allow Carroll Engineering to represent you. For that we are truly grateful.

This letter is intended to express our continued commitment and interest in being your Township Engineer. Our proposed rates for 2025 are enclosed. Please note that the increase in our proposed rates are a reflection of increased payroll and overhead costs, which themselves are a reflection of the changes in the broader economy.

We appreciate your loyalty in consistently reappointing Carroll Engineering Corporation and hope the relationship we have shared in the past will reinforce the efforts needed to consistently offer excellent engineering services and strive to exceed your expectations. We will continue to provide professional engineering with personal service.

Our 2025 Standard Consulting Contracting Terms and Conditions for Municipal and Municipal Authority Services are also enclosed.

We are very much looking forward to continue working with Westtown Township in 2025.

Very truly yours,

CARROLL ENGINEERING CORPORATION

A handwritten signature in blue ink, appearing to read 'AM', is placed above the name of the signatory.

Allen B. Mason, P.E.
President

ABM/dc

Enclosure

cc: William N. Malin, Senior Vice President, CEC

Today's Commitment to Tomorrow's Challenges

Corporate Office: 949 Easton Road Warrington, PA 18976 215.343.5700	630 Freedom Business Center Third Floor King of Prussia, PA 19406 610.572.7093	433 Lancaster Avenue Suite 200 Malvern, PA 19355 610.489.5100	101 Larry Holmes Drive Suite 201 Easton, PA 18042 610.989.4940	105 Raider Boulevard Suite 206 Hillsborough, NJ 08844 908.874.7500
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GENERAL RATE SCHEDULE FOR 2025

Principal/Department Manager	\$ 170.00
Professional V	165.00
Professional IV	159.00
Professional III	148.00
Professional II	139.00
Professional I	130.00
Engineer II	125.00
Engineer I	115.00
Project Manager III	152.00
Project Manager II	139.00
Project Manager I	130.00
GIS Analyst II	119.00
GIS Analyst I	109.00
Technician IV	127.00
Technician III	115.00
Technician II	93.00
Technician I	79.00
Party Chief III	123.00
Party Chief II	107.00
Party Chief I	93.00
Instrument Person	73.00
Chief Field Representative	125.00
Field Representative III	115.00
Field Representative II	94.00
Field Representative I	81.00
Project Administrator	89.00
Clerical	71.00
Clerk	48.00

All services performed in accordance with Carroll Engineering Corporation Standard Consulting Contracting Terms and Conditions.

Today's Commitment to Tomorrow's Challenges

Corporate Office: 949 Easton Road Warrington, PA 18976 215.343.5700	630 Freedom Business Center Third Floor King of Prussia, PA 19406 610.572.7093	433 Lancaster Avenue Suite 200 Malvern, PA 19355 610.489.5100	101 Larry Holmes Drive Suite 201 Easton, PA 18042 610.989.4940	105 Raider Boulevard Suite 206 Hillsborough, NJ 08844 908.874.7500
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CARROLL ENGINEERING CORPORATION
2025 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

These terms and conditions set forth herein are for the performance of engineering services associated with the appointment of Carroll Engineering Corporation as a municipal/municipal authority engineering consultant. Supplemental letter agreements associated with special projects may amend these terms and conditions, and such amendment shall take precedence over these General Provisions to the extent there is any inconsistency or contradictory statement. It is agreed that Carroll Engineering Corporation and Client may use their standard business forms (such as purchase orders, acknowledgement, etc.) to administer the activities under this contract. However, Carroll Engineering Corporation expressly rejects the terms and conditions which may be contained in those business forms. The parties agree that the use of such forms shall be solely for the convenience of the party, whether or not such document is signed. None of the provisions, terms, and conditions contained on such forms shall be applicable. The Client is invited to request changes to these terms and conditions, and assumes the risk of failing to read or understand each individual item.

1. **General:** Carroll Engineering Corporation (hereinafter referred to as CEC) shall perform professional services in connection with their appointment as municipal/municipal authority engineer. CEC will strive to perform services under the Agreement in a manner consistent with generally accepted principals of engineering practice, and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, under similar conditions, and at the same time. No other representation, expressed or implied, and no warranty or guarantee is included or intended.
2. **Reliance on Information Provided by Others:** Client agrees to indemnify and hold CEC harmless from and against any and all damages, liabilities, and costs, including costs of defenses, arising out of the use of documents and information produced by Client, excepting only those damages, liabilities, and costs for which CEC is found to be liable by a court or forum of competent jurisdiction.
3. **Subconsultants:** CEC has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist it in the performance of the services required. The fee for all consultants contracted directly by CEC shall be within a project budget approved by Client.
4. **Third Party Beneficiaries:** No benefits or rights are given to anyone other than Client and CEC, and all duties and responsibilities undertaken pursuant to this Letter Agreement will be for the sole and exclusive benefit of Client and CEC and not for the benefit of any other party.
5. **Client Responsibility:** Client shall make all provisions for the Engineer to enter upon public or private property, shall provide required legal services and shall pay all fees incidental to obtaining permits associated with services. It is understood CEC is acting as a consultant for Client to provide advice and consultation on a variety of projects. Client shall designate a person to act with authority on their behalf in respect to all aspects of the appointment, shall examine and respond promptly to CEC's submissions, and give prompt written notice to CEC whenever they observe or otherwise becomes aware of any defect in the work product.
6. **Legal Matters:** CEC will not express legal opinions or become an advocate in the law before public agencies. In the event CEC attends public meetings or otherwise represents Client, said representation is for the strict purpose of providing technical expertise in the practice of engineering. In the event a record must be made or an agreement of the Client is necessary, CEC will not represent Client in such legal matters.
7. **Duties of Public Official:** CEC will not accept responsibility and will be held harmless by the Client for any item which by law is clearly assigned to a public official and which requires approval by said official, regardless of any recommendation or review completed by CEC in order for said official to perform the assigned duties.
8. **Engineering Fees:** Fees for engineering services shall be established by mutual agreement of the parties from time to time. Services will be performed on an hourly basis, unless a specific scope of work can be predetermined for a project at which point a separate letter agreement with project fee and expenses will represent a supplement to these terms and conditions.
9. **Reimbursable Expenses:** Direct expenses shall be considered an additional charge, unless otherwise stated in the contract. Such expenses shall be in accordance with the current CEC Reimbursable Expenses Tabulation (see attached).
10. **Payment:** Payments shall be made to CEC on the basis of invoices for services rendered. Payment shall be due within thirty (30) days of the date of the invoice presented. If Client fails to make full payment due CEC within thirty (30) days, CEC reserves the right to retain all plans, documents and related project material, and to suspend or terminate services until full payment for services and any accumulated charges is made. It shall be understood that the Client is responsible for payment of all assignments made or implied by the Client. If the Client fails to obtain payment from a third party, Client assumes all responsibility for payment to CEC. It shall be understood that if Client fails to make any payment within 90 days, CEC will submit an invoice noting such and may suspend all services with no other notice to Client until outstanding balances are paid. In the event an action to enforce overdue payment under the agreement is filed, Client agrees to indemnify and hold harmless CEC from and against any and all reasonable fees, expenses and costs incurred by CEC, including, but not limited to, arbitration and attorney's fees, court costs, and other claims-related expenses.

CARROLL ENGINEERING CORPORATION
2025 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

11. Termination: The appointment of CEC as engineering consultant is subject to termination by Client or CEC with seven days prior written notice. In the event of any termination, CEC shall be paid for all services rendered to the date of the termination, all reimbursable expenses and reimbursable termination expenses, if all services have been satisfactorily performed.
12. Limitation of Liability: CEC shall perform the services with the care and skill ordinarily used by members of CEC's profession practicing under similar conditions at the same time and in the same locality. There are no other warranties, express or implied or in any reports, opinions, drawings, specifications or other documents furnished by CEC. CEC shall not be liable for the results of services performed with professional care and skill.
13. Indemnification: To the fullest extent permitted by law, CEC shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of CEC or CEC's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify CEC, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement.
14. Force Majeure: Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, unusual weather conditions, unanticipated site conditions, changes in applicable law, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. Should such acts or circumstances occur, both parties shall use their best efforts to overcome any difficulties arising from such events and to resume the project as soon as reasonably possible.
15. Use of Documents: Documents are not intended or represented to be suitable for use without appropriate signatures and professional seal and are not intended for reuse or extension of the project or on any other project. Upon payment for all services and execution of an Agreement of Release, Client may obtain reproducible or computer format copies of documents. The Engineer will invoice for reproduction cost plus direct expenses associated with preparation of these documents. It shall be understood no professional certifications, seals, or signatures will be provided with reproducible plans, computer files, and similar documents. Client hereby agrees that copies of documents will not be made by anyone, other than CEC, without the written approval of CEC if the documents contain a signature, seal, or certification. If a limited license is granted and digital files are released, CEC does not guarantee the files will be compatible with licenses, systems, software application packages, or computer hardware.
16. Record Documents: Client may contract with CEC for preparation of record, as-constructed, or corrected documents conforming to constructed conditions. If CEC's professional services do not include full-time construction observation and recording of the contractor's work, the engineer will compile said documents conforming to the construction records of the contractor as provided to CEC. The documents will show the reported location of the work. The information submitted to CEC will be assumed to be reliable and CEC will not be responsible for the accuracy of this information, nor for any errors or omissions that may appear in the record documents as a result.
17. Certifications: CEC does not maintain professional liability insurance covering liability associated with many certifications requested by Clients. In the event a certification is requested, the Client must totally indemnify CEC against any and all costs, damages, and other expenses that could arise from the issuance of such certifications. As an alternative, CEC will determine an additional fee associated with the risk of certification. The fee will be due and payable prior to issuance of the certification.
18. Dispute Resolution: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to engineering services will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This provision to arbitrate will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement of the total sum or value in controversy. The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy of any such claim, counterclaim, dispute or matter is more than \$200,000 (exclusive of interest and costs). The award rendered by the arbitrators will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Section 10 and 11 of the Federal Arbitration Act (9 U.S.C.10,11).

CARROLL ENGINEERING CORPORATION
2025 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

19. Hazardous Substances: Client represents and warrants to CEC that it has and will comply with all obligations imposed by applicable law upon the generation, storage or disposal of hazardous substances and/or waste and that it will promptly notify CEC of any notices concerning such matters. Client agrees to hold harmless, indemnify and defend CEC from and against any and all damages and liabilities and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, excepting only such liability as may arise out of the sole negligence of CEC in the performance of services. It is understood and agreed by both parties that CEC, in performing professional services for Client with respect to hazardous substances, will make recommendations to Client with respect thereto, but does not have the authority, nor shall be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances as defined on the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
20. Cost Estimate: Since CEC has no control over the cost of labor, materials, or equipment, CEC opinions of probable project construction costs are made on the basis of experience and qualifications and represent a best judgment as a design professional familiar with the construction industry. CEC cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by CEC.
21. Performance of Others: During the course of this engagement, CEC may be required to report on the past or current performance of others engaged, or being considered, for engagement, directly or indirectly, by the Client; and to render opinions and advise in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims for libel or slander against CEC. To help create an atmosphere in which CEC feels free to be candid, the Client agrees to waive any claim against CEC, and to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss allegedly arising from professional opinions rendered by CEC to the Client or the Client's agents. The Client further agrees to compensate CEC for any time spent, or expenses incurred, by CEC in defense of any such claim, in accordance with CEC's prevailing fee schedule and expense reimbursement policy.
22. Dangerous Situations: CEC accepts no right or obligation of the Client or Contractor as a direct or indirect result of the performance of professional services for responsibility of construction means, methods, techniques, or sequences. CEC accepts no responsibility for developing, implementing, monitoring, or supervising safety precautions and programs. Such items are solely the responsibility of the contractor and his subcontractors. CEC does not accept the responsibility or assume the authority to stop work, said responsibility residing with the Client and contractor.
23. Review of Contractor's Performance: It is understood and agreed that CEC's basic services under this agreement do not include full-time construction observation or review of the Contractor's performance. Client acknowledges the importance of such services and, should Client have such services performed by a party other than CEC, then Client shall assume responsibility for interpretation of the contract documents and for construction observation and shall waive any claims against CEC that may be in any way connected thereto. In addition, if CEC does not perform construction observation, Client shall, to the fullest extent permitted by law, indemnify and hold CEC harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, or for a contractor's performance, or the failure of a contractor's work to conform to the design intent and the contract documents, except for claims arising from the sole negligence or willful misconduct of CEC. If this agreement provides for construction phase services by CEC, it is understood that the contractor, not CEC, is responsible for the construction of the project, and that CEC is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs or enforcement, or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
24. Laws, Rules, Codes, Ordinances and Regulations: CEC will use professional efforts and judgments to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project, but CEC cannot and does not warrant or guarantee that the project will comply with all interpretations of the ADA requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply to the project.

Attachment JI

Highway Occupancy Permit Fee Calculation Sheet

DRAFT

HIGHWAY OCCUPANCY PERMIT

Permit # _____

FEE CALCULATION SHEET

These fees are applied to the administrative costs incurred in reviewing the application and plan(s) and issuing the permit, including the preliminary review of the site location.

	Unit Fee	Number of Units	Total
1) Application Fee			
a) Utility	\$50.00		
b) Driveways			
(i) minimum use <i>(e.g. single-family dwelling, apartments with five or fewer units)</i>	\$15.00		
(ii) low volume <i>(e.g. office buildings, car washes)</i>	\$30.00		
(iii) medium volume <i>(e.g. motels, fast food restaurants, service stations, small shopping plazas)</i>	\$40.00		
(iv) high volume <i>(e.g. large shopping centers, multi-building apartment or office complexes)</i>	\$50.00		
c) Other <i>(e.g. bank removal, sidewalk and curb)</i>	\$20.00		
2) Supplement Fee <i>(each six month time extension) (each submitted change)</i>	\$10.00		
3) Emergency Permit Card <i>(each card)</i>	\$5.00		
4) Exemption <i>(see back for list of exemptions)</i> None			
Applicant Fee Total:			

These fees are applied to the costs incurred in the preliminary review of the location covered by the permit, and/or spot inspection of the permitted work, and/or subsequent inspection after the permitted work has been completed to ensure compliance with PennDOT specifications and permit provisions.

	Unit Fee	Number of Units	Total
5) Driveways			
a) Each minimum use driveway	\$10.00		
b) Each low-volume driveway	\$20.00		
c) Each medium-volume driveway	\$35.00		
d) Each high-volume driveway	\$50.00		
6) Surface Openings <i>(These fees are calculated on the total linear feet of the opening being permitted within the different areas of the right-of-way)</i>			
a) Total Linear feet of opening <i>(each 100 foot increment or fraction thereof):</i>			
(i) Opening in pavement	\$40.00		
(ii) Opening in shoulder	\$20.00		
(iii) Opening outside pavement and shoulder	\$10.00		
b) If a longitudinal opening simultaneously occupies two or more highway areas identified in subparagraph (a), only the higher fee will be charged. Linear distances shall be measured to the nearest foot.			
7) Surface Openings of Less Than 36 Square Feet <i>(e.g. service connections performed independently of underground facility installation, pipe line repairs) (each opening)</i>			
(i) Opening in pavement	\$30.00		
(ii) Opening in shoulder	\$15.00		
(iii) Opening outside pavement and shoulder	\$10.00		
If an opening simultaneously occupies two or more highway access areas identified in subparagraphs (i)-(iii), only the higher fee will be charged.			
8) Above-Ground Facilities <i>(e.g. poles, guys and/or anchors if installed independently of poles)</i>			
a) Up to 10 physically connected above-ground facilities <i>(each continuous group)</i>	\$20.00		
b) Additional above-ground physically connected facilities <i>(each pole with appurtenances)</i>	\$2.00		
9) Crossings <i>(e.g. "overhead" triples, conveyors or pedestrian walkways and "undergrade" subways or mines)</i>	\$80.00		
10) Seismograph-Vibroiseis Method <i>(e.g. prospecting for oil, gas)</i>			
a) First mile	\$50.00		
b) Each additional mile or fraction thereof	\$5.00		
11) Non-Emergency Test Holes in Pavement of Shoulder <i>(each hole)</i>	\$5.00		
12) Other <i>(e.g. bank removal, sidewalk and curb)</i>	\$20.00		
Inspection Fee Total:			
Grand Total:			

Attachment KJ

**Mingis, Gutowski & Company, LLP John R. Hanna & Sons
LLC**

Annual Audit Fee Schedule

DRAFT



John R. Hanna & Sons LLC
Accounting, Audit, and Tax Services

May 16, 2024

Board of Supervisors
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

Dear Members of the Board of Supervisors:

We are pleased to confirm our understanding of the services we are to provide to Westtown Township for the years ending December 31, 2024, 2025, and 2026.

Audit Scope and Objectives

We will audit the modified cash basis financial statements of Westtown Township as of December 31, 2024, 2025, and 2026 and for the years then ended in connection with preparation of the required Commonwealth of Pennsylvania Annual Audit and Financial Report on Form DCED-CLGS-30.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, and in all material respects, in conformity with the modified cash basis of accounting. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk of material misstatement as part of our audit planning:

- Management override of controls.
- Revenue recognition.
- Accounting for bond issuance costs.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Westtown Township's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the modified cash basis of accounting with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as

Westtown Township
May 16, 2024
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records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

Other Services

We will also assist in preparing the financial statements of Westtown Township in conformity with the modified cash basis of accounting in connection with the preparation of the Commonwealth of Pennsylvania Annual Audit and Finance Report on DCED-CLGS-30 generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of John R. Hanna & Sons LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a government agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of John R. Hanna & Sons LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the government agency or its designee. The government agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

John R. Hanna, III is the Manager/Member and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$16,000, \$16,400, and \$16,800 for the years ending December 31, 2024, 2025, and 2026, plus the actual cost of any out-of-pocket expenses incurred (such as report reproduction, word processing, postage, travel, copies, confirmation service provider fees, etc.), and will be billed either as the work progresses or upon completion of our engagement. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time becomes necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Based on present information, we do not expect that any additional time will, in fact, be required to perform the engagement.

If, in any year an audit in accordance with Generally Accepted Government Auditing Standards or an audit in accordance with the Uniform Guidance is required due to the expenditure of federal funds, our fees will increase by \$1,000 and \$3,500, respectively.

One of our practice management goals is to ensure that consulting services performed by us for our clients are provided as effectively, efficiently, and economically as possible. If we are called upon to provide consulting services, we will work closely on a day-to-day basis with Township management, and with other Township staff, as appropriate, to ensure a unified approach, the open flow of information, and the awareness of engagement status. Any consulting services beyond the scope of the normal examination that may be requested by Township management will be charged on an hourly basis based on rates for experienced personnel that range from \$120 to \$220. It is to be understood that in providing consulting services to the Township, we will not assume the role of employee or management, we will not consummate transactions, and we will not have custody of assets or exercise authority. Our role will be advisory in nature in order that our role as independent auditors for the Township will not be impaired. Based on the nature of any consulting services requested, we may need to issue a separate engagement letter.

Reporting

We will issue a written report upon completion of our audit of Westtown Township's financial statements. Our report will be addressed to the Board of Supervisors of Westtown Township. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Westtown Township and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

John R. Hanna & Sons LLC

Westtown Township
May 16, 2024
Page 8

RESPONSE:

This letter correctly sets forth the understanding of Westtown Township.

Management signature: *M. Calanter*

Title: *Township Manager*

Date: *10/21/24*

Governance signature: *See Resolution 2024-11*

Title: _____

Date: _____

Attachment L

DRAFT

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2025-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTTOWN
TOWNSHIP ESTABLISHING THE TOWNSHIP MANAGER’S SALARY
EFFECTIVE JANUARY 1, 2025**

Whereas, the Commonwealth of Pennsylvania Second Class Township Code, Act of May 1, 1933 (P.L.103, No.69), Reenacted and Amended November 9, 1995 (P.L.350, No 60), as amended, Article XIII, section 1301(b) requires that,” compensation of the township manager shall be set by resolution,” and

Whereas, The Board of Supervisors of Westtown Township have budgeted the 2025 Fiscal Year salary of the Township Manager at \$160,475, a level the Board of Supervisors believes is commensurate with the duties and responsibilities of the position and the performance of the Township Manager.

Now, Therefore, Be It Resolved by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania that the Township Manager receive a salary of \$160,475 effective January 1, 2025, exclusive of other benefits.

ADOPTED as a Resolution this 6th day of January, 2025.

Westtown Township
Board of Supervisors

Chair

Vice Chair

Police Commissioner

ATTEST:

Township Secretary

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTTOWN TOWNSHIP ACKNOWLEDGING WESTTOWN RESIDENTS AND COMMUNITY VOLUNTEERS FOR THEIR EFFORTS IN ACQUIRING CREBILLY PRESERVE.

WHEREAS, Crebilly Farm was a part of the 1777 Brandywine Battlefield and is known as one of the iconic agricultural landscapes in Chester County and is cherished by the Westtown community; and

WHEREAS, Crebilly Farm was subject to multiple land development and subdivision proposals in the past; and

WHEREAS, the Westtown community was actively engaged in opposing such proposals and advocating for land acquisition and preservation of Crebilly Farm; and

WHEREAS, in November, 2022, the Township residents overwhelmingly supported the preservation effort by voting in favor of an Open Space Tax to provide funding for the acquisition and future stewardship of the property; and

WHEREAS, between 2022 and 2024, the Chester County Commissioners, Pennsylvania Department of Conservation and Natural Resources, Natural Lands, Mt. Cuba Center, the Board of Trustees of Open Space Institute Land Trust Inc, Brandywine Conservancy, Marshall Reynolds Foundation, and more than 700 private donors contributed funding for the acquisition of a portion of Crebilly Farm; and

WHEREAS, on December 9, 2024, the Westtown Township Board of Supervisors acquired 206.037 acres of Crebilly Farm in accordance with the provisions of Title 32 Pennsylvania Statutes §5001 et seq., as depicted on the Final Lot Line Change Plan for Crebilly Farm approved by the Westtown Township Board of Supervisors on September 19, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Westtown Township Board of Supervisors hereby recognizes the residents of Westtown and all volunteers for their unwavering support and contribution to the greater Westtown community.

[Signature page follows.]

ADOPTED as a Resolution this 6th day of January, 2025.

**Westtown Township
Board of Supervisors**

Chair

ATTEST:

Vice Chair

Township Secretary

Police Commissioner

Memo

To: Westtown Board of Supervisors
From: Liudmila Carter, Township Manager
Date: January 2, 2025
Re: Financing Options for the Pleasant Grove Pump Station Replacement

Township staff worked with the Township Sewer Engineer, Carroll Engineering Corporation, and financial advisor, Stifel, to explore various financing options for the proposed replacement of Pleasant Grove Pump Station. The options included grant funding (which is unavailable at this time), low interest PENNVEST loan (Pennsylvania Infrastructure Investment Authority), issuance of bonds, or securing a 5-year bank loan. Overall, a bank loan is the most feasible option as it provides the most flexibility in the amounts, timelines and repayment options. The estimated cost of the project is \$1,713,046, which includes construction contingency and construction administration and inspection.

Though PENNVEST loan is known as a great option due to its low interest rates, after meeting with the project specialist, it has become apparent that there are several obstacles and complications in pursuing this program, including tight timeframe to meet the required deadline to be able to receive the funds mid-summer 2025, more complexity and higher standards in bidding and purchasing requirements (state vs. federal funding source), additional costs for preliminary work to be completed by CEG to meet application submission requirements, extended waiting times for settlement, longer repayment window of 20 years, unknown implications of federal funding, and no guarantees of an approval. PENNVEST program makes it less likely to leverage COSTARS and maintain flexibility with project's bidders.

The staff's recommendation is to work with Stifel to secure a 5-year bank loan for the project. Board's feedback is requested.

Check Register

Westtown Township

03-Jan-25

From: 17-Dec-24 To: 06-Jan-25

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 General Fund - Univest					
18334	12/17/2024	6052	ACE Hardware of West Chest	\$286.56	O
18335	12/17/2024	405836	Chesco Security, Inc.	\$248.70	O
18336	12/17/2024	7196	GreatAmerica Financial Svcs	\$223.00	R
18337	12/17/2024	1001259	Limoncello West Chester	\$532.00	R
18338	12/17/2024	1000074	NAPA AUTO PARTS	\$263.01	R
18339	12/17/2024	1000597	NetCarrier Telecom Inc.	\$487.81	R
18340	12/17/2024	15	Office Basics, Inc.	\$210.35	R
18347	12/23/2024	6038	Cedarville Engineering Group	\$8,260.84	R
18348	12/23/2024	6038	Cedarville Engineering Group	\$38,168.26	R
18349	12/23/2024	1201	Charles A. Higgins & Sons, Inc	\$47,235.00	R
18350	12/23/2024	7191	Code Inspections Inc	\$7,646.14	R
18351	12/23/2024	1082	ELEANOR J. SCHWANDT, R	\$514.00	O
18352	12/23/2024	5954	Pamela Packard	\$617.65	O
18353	12/23/2024	5509	Traffic Safety Store	\$1,184.00	O
18354	12/23/2024	1001263	Elizabeth Oshea	\$500.00	O
18355	12/26/2024	980	USPS- Postmaster	\$2,584.93	O
Bank Total:				\$108,962.25	
Bank Account: 4 Open Space Fund					
1009	12/23/2024	5509	Traffic Safety Store	\$720.70	O
Bank Total:				\$720.70	
Bank Account: 8 Enterprise Fund - Univest					
1750	12/20/2024	58	East Goshen Township	\$3,281.13	O
1751	12/20/2024	58	East Goshen Township	\$1,284.79	O
1752	12/20/2024	492	H. A. Thomson Co.	\$68.00	O
1753	12/20/2024	1196	McGovern Environmental, LLC	\$2,097.16	O
1754	12/20/2024	5442	MGK Industries, Inc.	\$3,400.00	O
1755	12/20/2024	5709	Portnoff Law Associates, Ltd	\$1,065.68	O
1756	12/20/2024	1164	Univar Solutions USA, Inc.	\$2,287.92	O
1757	12/20/2024	967	USABlueBook	\$721.08	O
1758	12/20/2024	357	W. G. Malden	\$4,844.00	O
Bank Total:				\$19,049.76	
Total Of Checks:				\$128,732.71	