

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors

Workshop Agenda

Westtown Township Municipal Building
1039 Wilmington Pike, Westtown

Monday, January 6, 2025

Start time: 6:30 PM Workshop

- 1. Consider Stifel as a Placement Agent for a Bank Loan for the Pleasant Grove Pump Station Replacement Project – 15 minutes**
- 2. Consider Cedarville Engineering Proposal for Services Associated with Demolition of Buildings at Crebilly Preserve – 15 minutes**
- 3. Consider Pennoni Proposal for Subdivision of 2 Acres at Crebilly Property – 15 minutes**
- 4. Public Comment on Workshop Items* - 15 minutes**

Tonight's Workshop will be viewable on Zoom via the following link:

<https://us02web.zoom.us/j/89939917814><https://us02web.zoom.us/j/89939917814>

Or by phone at: 646-558-8656

**The public comment period at the end of the Workshop will last approximately 10 minutes. The public will be asked to limit their remarks to two minutes each to allow others an opportunity to speak. To the extent that further public comment is required, speakers will be asked to save their remarks until the Public Comment - Non-Agenda Items portion of the Regular Board of Supervisors Meeting.*



December 26, 2024

Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

Re: Placement Agent Engagement Relating to Potential Municipal Securities Transaction for General Obligation Note, Series of 2025

Dear Mila Carter:

The Township of Westtown (“Issuer”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”) are entering into this engagement agreement to confirm that they are engaged in discussions related to a potential issue of (or series of issuances of) municipal securities related to General Obligation Note, Series of 2025 (the “Issue”) and to formalize Stifel’s role as placement agent with respect to the Issue.

Engagement as Placement Agent

Issuer is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission (“SEC”) and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter or a placement agent for a particular issuance of municipal securities. Issuer hereby designates Stifel as a placement agent for the Issue. Issuer expects that Stifel will provide advice to Issuer on the structure, timing, terms and other matters concerning the Issue.

Before Stifel commences its activities as placement agent, the Issuer will be asked to sign a Placement Agent Agreement in the form attached hereto, providing for more detailed terms of this engagement as well as representations and warranties.

Limitation of Engagement

It is Issuer’s intent that Stifel serve as placement agent for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by the Board of Supervisors of the Issuer, and finalizing the structure of the Issue. While Issuer presently engages Stifel as placement agent for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer, without penalty or liability for any costs incurred by Stifel. Furthermore, this engagement letter does not restrict Issuer from entering into the Issue with other placement agents.

Disclosures Required by MSRB Rule G-17 Concerning the Role of the Placement Agent

Issuer hereby confirms and acknowledges the following disclosures, as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019)¹:

The following G-17 conflict of interest disclosures are broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

1. Dealer-Specific Conflicts of Interest Disclosures

Stifel has identified the following actual or potential² material conflicts of interest:

Stifel and its affiliates comprise a full service financial institution engaged in activities which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Stifel and its affiliates may have provided, and may in the future provide, a variety of these services to the Issuer and to persons and entities with relationships with the Issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of these business activities, Stifel and its affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer.

Stifel and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the Issuer.

2. Transaction-Specific Disclosures Concerning Complex Municipal Securities Financing:

- o Since we have not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Issue are not required under MSRB Rule G-17.

3. Standard Disclosures

A. Disclosures Concerning the Placement Agent’s Role:

- o MSRB Rule G-17 requires a placement agent to deal fairly at all times with both issuers and investors.
- o The placement agent’s primary role in the transaction is to facilitate the sale and purchase of the securities between the issuer and one or more investors for which the placement agent will receive compensation in an arm’s-length commercial transaction with the issuer. The placement agent has financial and other interests that differ from those of the issuer.
- o Unlike a municipal advisor, the Placement Agent does not have a fiduciary duty to the issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the without regard to its own financial or other interests.
- o The issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent its interest in this transaction.

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

- o The Placement Agent has a duty to use its commercially reasonable efforts to arrange the purchase of the securities from the issuer at a fair and reasonable price, but must balance that duty with its duty to arrange the sale of the securities to investors at prices that are fair and reasonable.
- o The Placement Agent will review the official statement for the securities, if any, in accordance with, and a part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³

B. Disclosures Concerning the Placement Agent's Compensation:

- o The Placement Agent will be compensated by a fee agreed upon with the issuer in connection with the private placement of the Issue. Payment or receipt of the fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Issue sold in the placement. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the Placement Agent may have an incentive to recommend to you a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Sincerely,

Stifel, Nicolaus & Company, Incorporated

By:  _____

Name: Ed Murray

Title: Managing Director

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the Placement Materials by the Placement Agent is solely for purposes of satisfying the Placement Agent's obligations under the federal securities laws and such review should not be construed by you as a guarantee of the accuracy or completeness of the information in the Placement Materials.

The Issuer accepts and acknowledges the foregoing.
Accepted and Executed

By: _____

Name: _____

Title: _____

Date: _____



PROPOSAL FOR PROFESSIONAL SERVICES

Date: December 13, 2024
Proposal Name: Crebilly Farms Building Demolition
Client Name: Westtown Township
Client Address: 1039 Wilmington Pike
West Chester, PA 19382
Project Number: 0236-24-0328

Cedarville Engineering Group, LLC (CEG) is pleased to submit our proposal for services associated with the demolition of structures at Crebilly Farms.

PROJECT UNDERSTANDING AND BACKGROUND

We understand that the Township has recently acquired approximately 205 acres of land which encompasses a portion of the Crebilly Farms property. The Township intends to convert the property from rolling farmlands into an idyllic park by converting it to meadows and constructing a trail system within the park. As part of this conversion, the Township first needs to demolish several existing homes which currently occupy various portions of the site.

CEG visited the buildings to be demolished with Township representatives on Monday December 9, 2024 in order to better understand the scope of work that will be required. During the site visit, a total of 3 structures, two vacant homes and one detached garage, were observed. In addition, three well locations, two drilled wells with casing and one shallow, hand dug well, were also observed. The septic systems for the property were not able to be observed during the site visit.

Westtown Township has requested that CEG assess the sites to finalize the demolition scope of work, prepare bid documents, and administer the bidding for work associated with this project. Our scope of services reflects the following assumptions:

- a) A private utility locate will be performed to determine the septic facility locations for both homes. CEG will attempt to utilize a video pipe inspection to identify the type of facility, however this may not be possible, depending upon conditions.
- b) The Township has indicated that all three structures are to be removed, including foundation elements.
- c) The Township will mark out trees that they would to have removed as part of this work.



Cedarville Engineering Group, LLC
Pennsylvania | Florida

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

CedarvilleEng.com



- d) The Contractors will be required to complete any paperwork required to decommission the water wells as this work must be performed by a licensed well driller.
- e) Based on the Phase I Environmental Survey Assessment (ESA) performed by DelVal Soil & Environmental Consultants, Inc. (DelVal), there are no underground storage tanks that need to be removed as part of this project. CEG's specifications will address the removal of any existing above ground storage tanks in the basements of the structure.
- f) Based on the Phase II ESA performed by DelVal, CEG does not anticipate any other hazardous material disposal/remediation will be needed, beyond that identified by the hazard assessment of the buildings.
- g) CEG's hazard assessment will be limited to the three buildings proposed to be demolished and will not include any soil testing or analysis.

SCOPE OF SERVICES

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

1.0 BID DOCUMENT PREPARATION

CEG will work with the Township to finalize the scope of work for this project. CEG will have a private utility locator onsite to determine the locations of the septic systems. A video camera will be utilized to attempt to identify the type of system onsite, however the information obtained from this is not guaranteed. Should the type of system not be able to be fully confirmed, allowances will be included in the bid to offset any unforeseen issues that may arise once this is able to be determined by a Contractor.

In addition, CEG will perform a hazardous materials assessment of the three (3) structures to be demolished. Testing will be performed by a Pennsylvania-licensed inspector to determine if any hazardous materials, such as lead paint or asbestos-containing materials, are present in the structures, which would require specialized remediation or materials handling/disposal. Up to 120 samples will be analyzed by a laboratory via Polarized Light Microscopy (PLM) for asbestos content and up to 60 samples will be analyzed during the site inspection via an X-Ray Florescence (XRF) detection unit for lead content. Any additional hazardous materials will be documented but no additional samples of such materials will be analyzed. The site assessment, testing results, and any findings/recommendation will be documented in a Hazardous Materials Assessment Report. If any hazardous materials are identified, CEG will prepare technical specifications outlining any special requirements for remediation and material handling to be included in the final bid package.

Once the scope is finalized and any hazards are identified, CEG will finalize a Demolition Plan which will identify the work to be performed. Along with the Demolition Plan, CEG will finalize the contract documents and technical specifications for the work to be performed. Details outlining the work to be performed will be included within the Technical Specifications. As



part of the bid package, CEG will also prepare a photo log of the site, helping to orient prospective contractors with the scope of work and work locations.

DELIVERABLES

- Bid and Contract Documents, including but not limited to the advertisement, instructions to bidders, agreement, general conditions, prevailing wage rates, and technical specifications.
- Hazardous Materials Assessment Report
- Demolition Plan
- Photo Log of the work to be performed.

2.0 BID ADMINISTRATION

Upon the Township's approval of the Bid and Contract Documents, CEG will post the Contract Documents on the PennBid Bid Exchange Portal for Contractors to view and submit sealed bids. CEG will prepare an advertisement, consistent with the Bid Documents, for the Township to advertise in the approved local newspaper. The Township will pay for the cost of advertising in the newspaper.

Once the project is opened to bidding, questions received through PennBid will be processed by CEG, and responses will be provided accordingly. Included in the scope of work is the preparation of one (1) addendum, should it be required. No Pre-Bid Meeting will be held as part of this task.

CEG will prepare a bid tabulation showing all bids received and the pricing submitted by each bidder. CEG will review the received bid documents, perform a reference check on the lowest responsible bidder, and coordinate with the Township regarding the project award. Once completed, CEG shall provide a letter to the Township with a recommendation on awarding the bid.

DELIVERABLES

- Bid Tabulation and Award Recommendation.

PRINTING AND REPRODUCTION

Deliverables will be provided in PDF format unless otherwise specified. The cost of printing and reproduction will be billed according to the attached rate schedule if physical copies are required by the client or for submission.

APPLICATION AND REVIEW FEES

The client will be responsible for all municipal, county, and other agency applications and review fees. The client will be notified of such fee amounts before submitting the applications.

ADDITIONAL PROFESSIONAL SERVICES

In addition to the specific services described above, the need for evaluations or services performed by professionals in other areas of expertise may arise due to your project's direction



or requests made by municipal or agency officials. These services may include traffic studies, mechanical design of facilities, etc. We will advise you to obtain additional services from other consultants to complete your project. In such instances, we can provide you with recommended consultants. We will subsequently coordinate directly with the consultant of your ultimate choice. Costs for these services are not included within the scope of this contract, nor are any extensive efforts on the part of CEG in coordinating these consultants unless stated otherwise.

PROPOSAL COSTS

CEG is prepared to offer the services above for the following fixed fee.

1.0 Site Assessment and Bid Document Preparation	\$34,300.00
2.0 Bid Administration	\$3,200.00
Total Contract Price	\$37,500.00

SCOPE CHANGES AND EXCLUSIONS

CEG has prepared a complete and itemized scope of services anticipated to obtain project approvals. During the ordinary course of plan and document preparation and review by municipal officials and other agencies, minor revisions are expected and will be addressed as indicated above. Occasionally, a municipality or permitting agency will request or require plan revisions that are substantially beyond the normal scope or are in addition to ordinance or permit requirements. Additionally, some circumstances may arise that would require additional work to be completed beyond the scope of this contract that are beyond CEG’s control. In such instances, we will immediately notify you of any substantial modifications to the scope. We will not proceed with any out-of-scope work or incur charges beyond the scope of this contract without your prior written consent and an understanding of how the additional costs associated with such changes will be handled.

The following list of exclusions shall not be considered conclusive or finite but is provided simply as a summary of the explicit exclusions noted above:

- Wetland Delineation
- Soil testing
- Site Survey
- Construction Stakeout Survey
- Phase I or II Environmental Site Assessment
- Permitting or Approvals not described in this document
- Construction Administration and Inspection

CHANGES IN REGULATIONS

This proposal has been assembled based on current ordinances, application procedures, and permitting regulations as of the above contract date. As the land development process is ever-changing, we reserve the right to alter our contract pricing should such occur after the contract date, which would impact the project scope or level of effort. We make it a priority to stay



abreast of industry regulations. We will notify you when we become aware of pending or actual changes that could impact the scope of work and the associated contract price. We will not proceed with any work under contract for which costs could deviate from the original contract amount due to changes in industry regulations without prior notice and your authorization to proceed under the new rules.

PROPOSAL ACCEPTANCE PERIOD

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

TERMS AND CONDITIONS

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

PROJECT BILLING

CEG will provide team billing monthly. The bill will reflect the effort shown by our professionals in completing a given task. The estimated fees are based on experience. There may be occasions where one task overlaps with another. Payment on invoices is due in thirty (30) days.

PROPOSAL ACCEPTANCE

By signing and returning the Authorization to Proceed, I certify that I have read the preceding Proposal for Professional Services, including all referenced attachments, and that the Terms and Conditions of said Proposal, including fees, are satisfactory.

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

Best Regards,

Cedarville Engineering Group, LLC

Kyle Turner, P.E.
Project Manager

Robert Flinchbaugh, P.E.
Engineering Team Lead

Attached: General Conditions



AUTHORIZATION TO PROCEED

I have read the **December 13, 2024** proposal by Cedarville Engineering Group, LLC (CEG) and the Standard Terms and Conditions for Professional Services in the matter of the **Crebilly Farms Building Demolition** and, at this moment, authorize CEG to proceed with the work. I fully understand and agree that this authorization now commits the Owner to retain CEG for the scope of work, fee, and general conditions described in CEG's proposal and cited herein. It is my understanding that CEG will proceed with the work upon receipt of this authorization to proceed.

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

As used herein, the terms "we", "our" or "CEG" refer to Cedarville Engineering Group, LLC; the terms "you", "your" or "Client" refer to the Client identified in the CEG Proposal; and the term "Agreement" refers to the contract between CEG and the Client consisting of: the CEG Proposal accepted by the Client with any attachments referred to therein and these Standard Terms and Conditions for Professional Services.

1. **PROJECT AND SCOPE OF SERVICES.** The project which is the subject of the Agreement between us and the Scope of Services we agree to provide is set forth in the CEG Proposal accepted by you. The Scope of Services may not be enlarged or relaxed except as modified in writing and agreed to by us.

2. **STANDARD OF CARE.** We will exercise that degree of care and skill ordinarily exercised under similar circumstances by members of our profession performing similar services and practicing in the same or similar locality at the time that the services are performed. We will comply with applicable Federal, State and local laws, rules and regulations. No warranty, either expressed or implied, is made or intended.

Environmental site assessments, unless otherwise agreed, will be performed according to the standards set forth in the Standard Practice for Environmental Site Assessments, (ASTM Designation E-1527-00 and 1528-00) as applicable. In particular, but without limitation, the principles, explanations and limitations set forth in Section 4.5 of the Standard Practice, are applicable to the services to be provided.

3. **RIGHT OF ENTRY.** You will provide access and the right of entry to the site of the work for our employees and subconsultants in order to perform the required services.

You or your agents or others with whom you have a business relationship are now and will remain in control of the site. We do not assume any responsibilities or liabilities with respect to the site.

While performing our services, we and our subconsultants will take reasonable precautions to minimize damage or disturbance. However, it is understood by you that in the normal course of providing the services under the Agreement, some damage may occur, the repair of which is not part of our services.

If, because of your failure to provide access to the site of the work, we encounter lost time or unanticipated expenses, you shall reimburse CEG for those expenses and compensate CEG for the lost time as Additional Services pursuant to Paragraph Eleven hereof.

4. **UNANTICIPATED CONDITIONS.** Hazardous substances or conditions may exist at a site where there is no reason to believe they could or should be present. If during the performance of our services, any unforeseen hazardous or potentially hazardous substances or conditions, or other unforeseen conditions or occurrences are encountered, which in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended Scope of Services, we will promptly notify you.

You and we agree that the discovery of such unanticipated conditions constitutes a significant change in the Scope of Services.

Based on our evaluation of unanticipated conditions, we may: a.) If applicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; b.) Stop work pending agreement with you to modify the Scope of Services and Schedule of Fees as required by the previously unforeseen conditions and occurrences; and c.) Terminate the services effective on the date specified by CEG in writing.

You waive any claim against CEG and agree to indemnify and defend and hold CLIENT REPRESENTATIVE harmless from any claim of liability for injury or loss arising from the encountering of unanticipated hazardous materials or suspected hazardous materials.

5. **CONFIDENTIALITY.** We will not intentionally divulge information regarding the Proposal, services or reports, which you designate as confidential, except to you or parties designated by you or in response to subpoena or other similar governmental demands. If, in our sole opinion, site conditions represent a threat to the public health or an environmental hazard, we will so advise you in order that you may diligently notify appropriate authorities. If you fail to act in a responsible manner, we, as professionals licensed by the State to protect public safety and health, must notify the appropriate authorities. You waive any claim against CEG and agree to defend, indemnify and save CEG harmless from any claim or liability arising from conditions or notifications of conditions at the site. Information which is in the public domain or which is provided to CEG by third parties is not considered confidential. You authorize CEG to identify you as a Client and use photographs or illustrations of the project and non-confidential information in any sales or marketing literature.

6. **OWNERSHIP AND USE OF DOCUMENTS.** The documents prepared by CEG as instruments of service shall remain the property of CEG.

You agree that any documents or services provided are for your exclusive use in connection with the current Project and are not intended for any other

use or for the benefit of any other parties or persons. You will hold CEG harmless from any costs we entail due to the reliance of other parties upon the documents provided or due to the use of the documents other than on the current project.

You agree that all documents furnished to you or your agents will be returned upon demand and will not be used by you for any purpose whatsoever if payment is not current. Provided payment is current, you are authorized and licensed to use, reproduce and publish any such documents in connection with the current project.

Except for the use described in this section, we assert our exclusive copyright with regard to the plans, designs and reports provided.

We will retain all pertinent records relating to the services performed for a period of five (5) years following completion of our services.

7. **DELIVERABLES.** Unless the Project Scope of Services specifically provides that deliverables be prepared in a computer generated format or other specific format, we reserve the right to prepare any required documents in a fashion chosen by CEG.

If the Project Scope of Services provides for deliverables in a non-specific computer generated format, we will prepare them using the system and software most readily available in our firm at the time the services are rendered. Our then current standards for preparation of deliverables in a computer format will be utilized.

We may be able to prepare documents using your system and standards if specifically provided for in the Project Scope of Services. These requirements must be provided in advance so that allowances can be made in the project fee to accommodate these special requirements.

Normally, computer files are not considered deliverables. If specifically requested, computer files can be provided subject to the following conditions: a.) You must execute our Standard Electronic Media Release Form in advance of receiving any files; b.) Depending on the technology available at the time, we reserve the right to encrypt the supplied files in such a fashion that a record will be made of alterations to the file after delivery and/or of the number of copies made of said files; c.) It is understood that the files requested are for record purposes only. Any unlicensed use or reuse of the documents without our knowledge and written consent will constitute a violation of our copyright (see Paragraph Six); d.) Since we have no control over the storage of the computer files and since the files deteriorate over time and can be damaged in many ways, we accept no responsibility for the continued accuracy and integrity of the files after delivery; and e.) Only original plans and reports of the most recent date bearing the signature and embossed seal of the signing professional will be considered documents of record in any legal proceedings.

8. **INSURANCE.** CEG represents that it and its agents, staff and subconsultants are protected by Workers Compensation insurance and that CEG has coverage under Comprehensive General Liability, Excess Liability, Automobile Liability and Professional Liability insurance policies which it deems to be adequate. Certificates for all policies of insurance will be provided to the Client upon request.

9. **INDEMNIFICATION.** CEG shall indemnify, defend and hold harmless you, your employees, officers and agents from all liability, claims, suits, losses, damages, costs and demands, including cost of defense, on account of bodily injury, including death, or property damage, sustained by any person or entity not a party to the Agreement, arising out of or connected with the performance of the services under this Agreement, to the extent such injury, death or damage is caused by the negligence of CEG; provided, however, that CLIENT REPRESENTATIVE's liability under this indemnity shall be limited to and not exceed the limits of liability set forth in Paragraph Ten hereof, when the limitations of paragraph Ten are applicable to and are referenced in a particular Proposal.

You shall indemnify, defend and save harmless CEG, its officers, agents, employees and subconsultants from and against all claims, liability, suits, losses, damages, costs and demands, including cost of defense, on account of bodily injury, including death, or property damage, sustained by any person not a party to the Agreement, arising out of or connected with the performance of the services under the Agreement, to the extent such claims:

1) exceed the proportion which proximately results from the negligent acts, errors or omissions of CEG, or 2) do not result from the sole negligence of CLIENT REPRESENTATIVE and are made by a contractor or subcontractor employed by you, or by their employees or agents, or arise because of errors, omissions or inaccuracies in documents or information provided by you or, in consideration of the unforeseeable nature of the tasks involved in pollution-related services, the unavailability of insurance to comprehensively cover the risks involved at reasonable cost and the limited involvement of CEG, arise from pollution-related services (as defined herein) provided under this agreement.

Claims arising from pollution-related services are claims which arise out of, or are alleged to arise out of, an actual, alleged or threatened discharge, dispersal, release or escape of pollutants, and/or any directive to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize pollutants and/or any failure to conform to regulatory requirements related to siting, operation, maintenance or remediation or any property, operation or facility in which you, or others with whom you have a business relationship, have an interest and/or any services related to environmental assessment or remediation. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids or alkalis, chemicals and waste.

It is understood and agreed that a portion of the obligation you assume above is a broad form indemnification requiring indemnification and assumption of defenses based upon the relatedness or alleged relatedness of claims, demands, liability, suits, losses, cost or expenses to the project or our scope of services. Neither the indemnification nor the assumption of defense obligation is dependent on your fault. We are entitled to this indemnification and the assumption of defense by you regardless of whether we are partially responsible for the claim, demand, liability, suit, loss, cost and expense. Only if we are solely responsible for the claim, demand, liability, suit, loss, cost and expense would we not be entitled to indemnification and/or to the assumption of our defense by you.

10. LIMITATION OF LIABILITY. When the limitations of this paragraph are referenced in a particular Proposal, and notwithstanding any provisions to the contrary, our total liability to you, except to the extent the liability is covered by the proceeds of any insurance provided pursuant to Paragraph Eight hereof, arising out of or related to the performance of services under the Agreement, whether based in contract, tort, strict liability or otherwise, shall not exceed, in the aggregate, the greater of: a) \$50,000 or b) the sum of fees for professional services paid under this Agreement.

The provisions of this paragraph, providing for limitations of our liability, shall survive the expiration, cancellation or termination of the Agreement.

11. CONSEQUENTIAL DAMAGES. In no event shall CEG be liable in contract or tort or otherwise to you or your insurers for any loss of delayed or diminished profits or revenues or opportunities, losses by reasons of shutdown or inability to utilize or complete any project or any other incidental, special, indirect or consequential damages of any kind or nature resulting from our performance or failure to perform under the Agreement.

12. COMPENSATION. You shall compensate CEG, at the rates and in accordance with the payment terms identified in the Schedule of Fees in the Proposal. Unless otherwise provided in the Proposal, compensation for services shall be based on the Schedules of Hourly Billing Rates and Miscellaneous Charges current at the time services are performed.

Any lump sum and per unit fees shall be annually adjusted beginning 365 days from the date of the Proposal on the basis of the Engineering News Record Skilled Labor Index based upon the U.S. Twenty Cities Average, with the index value on the date of the Proposal as a base.

Construction survey services or stakeout assignments associated with the Project will be provided subject to the following conditions: a.) On demand services cannot normally be provided. All construction stakeout services will normally be scheduled a minimum of 72 hours in advance; and b.) Construction stakeout services not assigned a specific billing method in the Scope of Services and Schedule of Fees will be billed on a per diem or hourly basis with a daily charge to be set at the time the services are initially requested. The minimum charge will be one full day. Normally, final and complete payment is due prior to the delivery of the final work product resulting from the services to be performed under the Agreement. Unless otherwise provided in the Proposal, we may bill you periodically for services performed. Bills will be rendered not more often than monthly and will be due when rendered. Bills become overdue thirty (30) days after being rendered and will accumulate interest at 1% per month from the date of billing. Current payment according to this paragraph is a condition precedent to our obligation to provide services under this Agreement. We retain the right to suspend services if any payments are overdue or if you otherwise fail to pay CLIENT REPRESENTATIVE in accordance with these terms.

13. WITNESS FEE. In the event we are served with a subpoena or otherwise required by issuance of any other rule or decision to attend a

deposition, arbitration, mediation or other judicial or administrative proceeding, and give testimony regarding any matter related to our services on the Project, you shall pay CEG a fee for the actual hours expended at such proceeding and in preparation therefor and in travel to and from the site of such proceeding as Additional Services pursuant to Paragraph Twelve hereof.

If your account is not current, we shall not be obligated to appear and testify on behalf of you in any proceeding and you hereby waive all rights to compel any employee or officer of CEG to appear and testify at any such proceeding through the issuance of a subpoena or otherwise. This provision shall survive the expiration, cancellation or termination of the Agreement.

14. RESPONSIBILITY DURING CONSTRUCTION. If our Scope of Services includes construction administration or observation services, we will endeavor, when performing the services required, to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of any approval or of the contract documents. We shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. We shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. Our efforts will be directed toward providing a greater degree of confidence for you that completed work of contractors will conform to the contract documents, however, we shall not be responsible for the failure of the contractors to perform the work in accordance with the contract documents. During site visits and on the basis of on-site observations, we shall keep you informed of the progress of the work and shall endeavor to guard you against defects and deficiencies in such work.

15. WAIVER OF SUBROGATION. You and we mutually waive our rights of subrogation against each other for damages covered by liability insurance. This mutual waiver extends to our contractors, subcontractors, consultants and subconsultants.

16. FORCE MAJEURE. We shall not be responsible or liable for any delays in the performance of services due to natural disasters, civil or political disturbances, supplier or vendor labor disputes or other causes beyond our control.

17. INDEPENDENT CONTRACTOR. Unless otherwise provided in our proposal, CEG is and shall be an independent contractor in the performance of services covered by the Agreement, maintaining complete control of its employees and operations and neither CEG nor anyone employed by CEG shall be the agent, representative, employee or servant of the Client in the performance of the services covered by this Agreement.

18. ASSIGNMENT. Neither CEG nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other. However, nothing contained in this paragraph shall prevent CEG from employing such consultants, associates or subconsultants as CEG may deem appropriate.

19. GOVERNING LAW: DISPUTE RESOLUTION. The Agreement shall be construed and governed in accordance with the laws of the state in which the project is located, and any disputes under this Agreement shall be heard in a court of competent jurisdiction in the state in which the project is located. Any disputes shall first be submitted to mediation, where each party shall pay its own costs and half of the mediator's fees.

20. SEVERABILITY. If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

21. SUCCESSORS AND ASSIGNS. The covenants and agreements contained herein shall apply to and inure to the benefit of and be binding upon the parties hereto and upon their respective assigns and successors.

22. ENTIRE AGREEMENT. The Agreement constitutes the entire Agreement between CEG and you. All previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification of these Terms and Conditions shall be binding on either party unless it is in writing and is signed by authorized officers of the parties.

23. TERMINATION. The Agreement may be terminated by completion of our services, by mutual consent of both parties at any time or by either party upon ten (10) days written notice. If the Agreement is terminated, you agree to pay CEG for the services performed to the date of termination of service plus reasonable cost of services and direct expenses necessary to document, archive and/or transfer to others, project information or if you so authorize, to complete work-in-progress.



December 13, 2024

Revised January 2, 2025

WESTT24004P

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

**RE: PROPOSAL FOR ENGINEERING SERVICES
CREBILLY FARM SUBDIVISION PLAN**

Dear Mila,

Pennoni is pleased to provide this proposal for Professional Services related to a proposed subdivision at Crebilly Farm near the intersection of Routes 202 and 926. The Township’s goal is to subdivide off a 2.00-acre portion of the existing parcel containing the Darlington Inn.

Pennoni’s role will be to prepare and submit a proposed subdivision plan to the Township for review and approval. This proposal assumes that a CAD file of the existing site survey, prepared by CEG, will be provided to Pennoni.

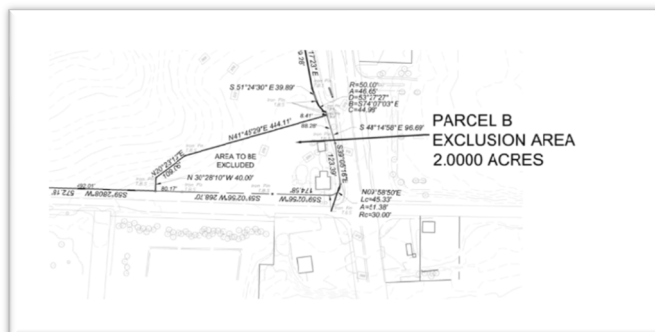
Accordingly, we propose the following scope of professional services:

SCOPE OF SERVICES

Scope of Work

1. Subdivision Plan

Using the existing site survey prepared by CEG, dated 03/06/2023, which references a plan titled “Final Lot Line Change Plan for Crebilly Farm” prepared by Site Engineering Concepts, LLC dated July 5th, 2022, as a base drawing, Pennoni will prepare a subdivision plan showing the 2.00-acre portion of the parcel (shown below) containing the Darlington Inn to be subdivided off into a separate parcel. This proposal does not have any scope related to field verification or office review of the existing boundary information provided by others. Written legal descriptions and error of closure reports will also be prepared for the new parcels. The signed and sealed subdivision plan and accompanying documentation will comply with the requirements of the Westtown Township Subdivision and Land Development Ordinance. Pennoni will submit the plan and accompanying documentation to the Township for review and approval. This scope also includes attendance at two public meetings related to the subdivision application.



FEE PROPOSAL

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

<u>Task</u>	<u>Fee</u>
1. Subdivision Plan	\$ 13,700.00
<u>SUBTOTAL FEE:</u>	<u>\$ 13,700.00</u>
<u>Other</u>	
2. Reimbursable Expenses	\$ 500.00 <i>estimated amount</i>

SCHEDULE

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

REIMBURSABLE EXPENSES

Certain expenses identifiable to the specific project will be billed in addition to the above stated fee. Pennoni does not bill for such items as small amounts of in-house printing and normal mailing expenses. We assume the Client will provide any application fees related to this permitting. Document reproduction for submissions, and client and project team use are considered reimbursable expenses and will be billed accordingly. These direct expenses are considered reimbursable expenses and will be billed accordingly.

ADDITIONAL SERVICES

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

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

BILLING AND PAYMENT

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

TERMS AND CONDITIONS


A. GENERAL


1. Pennoni Associates Inc. General Terms and Conditions (Form LE01 12/2015) is attached hereto and considered as part of the scope of services. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.
2. This proposal is for providing the specific services described within the Scope of Services. Any services provided by Pennoni for this project which are not specifically included in the above Scope of Services are additional services and will be billed as such in addition to the above-stated fees.

3. Pennoni does not guarantee approvals as these are often subject to circumstances beyond our control. Our fees are due and payable regardless of ultimate approval.
4. Application fees for permits, and reviews, are to be paid by the applicant and are, therefore, not included in our fee.
5. Pennoni shall not, during site visits or as a result of observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work, nor shall Pennoni have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing their work.
6. Pennoni assumes that the existing site survey prepared by CEG, dated 03/06/2023, will be provided to us to prepare the subdivision plan.
7. Pennoni is not performing any boundary survey as part of this scope. There will be no field efforts or office QA/QC work to determine the existing boundary placement.

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

Sincerely,
PENNONI ASSOCIATES INC.


Michael Roth, PE
Project Engineer


Michael Kissinger, PE
Associate Vice President

Attachment(s): The Pennoni Associates Inc. General Terms and Conditions

Cc: File

Accepted by: _____
Signature

Date

Print Name and Title

Company Name



PENNONI ASSOCIATES INC.
GENERAL TERMS & CONDITIONS
WESTT24004P

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

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

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.
15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.