

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors Regular Meeting

Tuesday, January 21, 2025 – 7:30 PM
Westtown Township Municipal Building
1039 Wilmington Pike, Westtown

- I. **Call to Order & Pledge of Allegiance**
- II. **Summary of Board of Supervisors Workshops – January 21, 2025**
- III. **Approval of Board of Supervisors Meeting Minutes – January 6, 2025 Re-organization Meeting & January 6, 2025 Regular Meeting**
- IV. **Departmental Reports**
 - A. Fire Marshal – Gerry DiNunzio
 - B. Planning Commission – Jack Embick
 - C. Finance Department – Cindi King
 - D. Westtown East Goshen Police Department – Interim Chief Leahy
- V. **Public Comment (Non-Agenda Items)**
- VI. **Old Business**
 - A. Consider Proposal from Cedarville for Demolition of Buildings at Crebilly Preserve
- VII. **New Business**
 - A. Consider Appointment of Citizen-at-Large to Westtown East Goshen Police Commission
 - B. Public Hearing to Consider Adoption of Ordinance 2025-01 Amending Chapter 170 (Zoning) of the Westtown Township Code Regarding Signs
- VIII. **Announcements**
 - A. **Job Opportunity – Recreation Program Coordinator** - This new full time position will primarily be responsible for recreation programming, special event planning and management, and managing use of the Township's park facilities. The full job description and application instructions can be found on the Township website.
 - B. **The Township is Seeking Applicants for the Park & Recreation Commission and the Historical Commission.** - Information on what these commissions do can be found on the Township website. Please submit a resume or brief statement of interest to the Township Manager if you are interested in volunteering.
 - C. **Yard Waste and Christmas Tree Collection – Saturday, February 7** – Remove all ornaments, lights, and garlands from Christmas trees. Trees taller than 6' should be cut in half. Trees in plastic bags will NOT be taken. Regular yard waste must be in biodegradable paper bags or containers that can be dumped. Plastic bags are not accepted. Branches under 3" in diameter must be cut approximately 3 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

IX. Public Comment (All Topics)

X. Payment of Bills

XII. Adjournment

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

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

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

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

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

WESTTOWN TOWNSHIP BOARD OF SUPERVISORS
ANNUAL REORGANIZATION MEETING
Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown
Monday, January 6, 2025 at 7:30 PM

Present were: Supervisors Tom Foster, Ed Yost, Dick Pomerantz (participating remotely) and Township Manager Mila Carter. Approximately four guests were in attendance, including three participating remotely.

I. Pledge of Allegiance & Call to Order

Mr. Foster called the meeting to order at 7:29 PM and led the Pledge of Allegiance.

II. Nomination for Board of Supervisors Chair

Mr. Foster asked for nominations for Board of Supervisors Chair. Mr. Yost nominated Mr. Foster as Chair. Mr. Foster accepted the nomination and seconded. The motion passed 2-0. Mr. Foster then took over the meeting.

III. Nomination for Board of Supervisors Vice Chair

Mr. Foster nominated Mr. Yost as Vice Chair. Mr. Yost accepted the nomination and seconded. The motion passed 2-0.

IV. Nomination for Board of Supervisors Police Commissioner

Mr. Foster nominated Mr. Pomerantz as Police Commissioner. Mr. Yost seconded. Mr. Pomerantz accepted the nomination. The motion passed 2-0.

V. Nomination for PSATS Annual Conference Voting Delegate

Mr. Foster nominated Mr. Yost as the PSATS Voting Delegate. Mr. Yost seconded. Mr. Yost accepted the nomination. The motion passed 2-0.

VI. Nomination of CCATO Annual Conference Voting Delegate

Mr. Yost nominated Mr. Foster as the CCATO Annual Conference Voting Delegate. Mr. Foster accepted the nomination and seconded. The motion passed 2-0.

VII. Nomination for Supervisor Representative to West Chester Area Council of Governments

Mr. Foster nominated Mr. Pomerantz as the Representative to the West Chester Area Council of Governments (WCACOG). Mr. Pomerantz accepted the nomination. Mr. Yost seconded. The motion passed 2-0.

VIII. Nomination for Agricultural Security Advisory Committee, Board of Supervisor Representative

Mr. Yost nominated Mr. Foster as the Representative to the Agricultural Security Advisory Committee. Mr. Foster seconded. Mr. Foster accepted the nomination. The motion passed 2-0.

IX. Appointments

Mr. Foster asked to accept the following list of nominations as a group. Mr. Yost made a motion to accept the appointments listed in the agenda dated January 6, 2025 organizational meeting from A through and including T.

- A. Township Manager, Director of Planning & Zoning, Code Enforcement Official and Zoning Officer & Deputy Delegate to the Chester County Tax Collection Commission – Liudmila Carter
- B. Parks Coordinator, IT Coordinator, Right –to-Know Officer & Trash and Recycling Coordinator– Pam Packard
- C. Director of Finance, Treasurer, Delegate to the Chester County Tax Collection Committee &, Deputy Tax Collector – Cindi King

- D. Director of Public Works and Roadmaster – Mark Gross
- E. Emergency Management Coordinator – Gerry DiNunzio, Jr.
- F. Vacancy Board – Joe Stratton
- G. Building Code Official – Code Inspections, Inc.
- H. Solicitor – Gawthrop Greenwood, PC
- I. Planning Commission Solicitor – Buckley, Brion, McGuire & Morris LLP
- J. Engineer – Cedarville Engineering Group, LLC
- K. Traffic Engineer – Albert Federico Consulting, LLC
- L. Sewer Engineer – Carroll Engineering Corporation
- M. Stormwater Management Engineer – Cedarville Engineering Group, LLC
- N. Assistant Zoning Officer- Tracey Franey, Cedarville Engineering Group, LLC
- O. Auditors – John R. Hanna & Sons, LLC
- P. Environmental Advisory Council – Joe Debes
3-year term ending December 31, 2027
- Q. Historical Commission Appointment – Stephen Wahrhaftig
3-year term ending December 31, 2027
- R. Historical Commission Appointment – Dan Campbell
3-year term ending December 31, 2027
- S. Parks & Recreation Commission – Laura Ruane Dougherty
5-year term ending December 31, 2027
- T. Zoning Hearing Board – Marshall Lerner
3-year term ending December 31, 2027

Mr. Foster seconded. There were no public comments. The motion passed 2-0.

X. Appointment of Depositories

Mr. Foster made a motion to appoint the following financial institutions as Township depositories:

- A. Univest Bank and Trust Company
- B. Pennsylvania Local Government Investment Trust (PLGIT) (Custodian –Wells Fargo NA)
- C. Stifel
- D. Fulton Financial
- E. US Bank, NA

Mr. Yost seconded. There were no public comments. The motion passed 2-0.

XI. Township Holidays

Mr. Foster announced the following Township holidays:

Wednesday, January 1 – New Years Day
Monday, January 20 – Martin Luther King Jr. Day
Monday, February 17 – Presidents Day
Friday, April 18 – Good Friday
Monday, May 26 – Memorial Day
Friday, July 4 – Independence Day
Monday, September 1 – Labor Day
Thursday & Friday, November 27 & 28 – Thanksgiving
Thursday, December 25 & Friday, December 26 – Christmas Day & the Friday after
Christmas Day

XII. Meeting Dates

Mr. Foster announced the following meeting dates for Township meetings:

A. Board of Supervisors

Regular meetings: First and third Monday of the month, with the exceptions of the Martin Luther King Day, Presidents Day, and Labor Day holidays when the meeting will be on the Tuesday after the holiday.

Location: Westtown Township Building

Time: 7:30 pm

Additional meetings of the Board may be held at 7:30 PM on the 2nd and 4th Monday of the month, as needed.

Location: Westtown Township Building

Time: 7:30 pm

Workshop meetings may be held prior to regular and additional meetings of the Board. The workshop meeting times will be publicized in advance via Township listserv and website posting.

B. Planning Commission

First and third Wednesdays of the month, following Board of Supervisors meetings.

Location: Westtown Township Building

Time: 7:00 pm

C. Parks and Recreation Commission

Third Tuesday of the month.

Location: Oakbourne Mansion

Time: 7:00 pm

D. Historical Commission

Second Tuesday of the month.

Location: Westtown Township Building

Time: 7:00 pm

E. Environmental Advisory Council

Fourth Tuesday of the month.

Location: Westtown Township Building

Time: 7:00 pm

F. Police Commission

January 22, 2025

Location: WEGO Police Building

Time 4:00 pm

XIII. Board of Auditors Organizational Meeting

Mr. Foster announced that the Board of Auditors would hold its annual reorganization meeting on Tuesday, January 7, 2025 at 7:00pm.

XIV. Adjournment

There being no further business, Mr. Foster made a motion to adjourn the reorganization meeting at 7:37 PM. The Board agreed to reconvene at 7:45 PM for the regular meeting.

Respectfully submitted,
Mila Carter
Township Manager

DRAFT

WESTTOWN TOWNSHIP BOARD OF SUPERVISORS REGULAR MEETING
Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown
Monday, January 6, 2025 at 7:45 PM

Present: Chair Tom Foster, Vice Chair Ed Yost, Police Commissioner Dick Pomerantz (on Zoom), Township Manager and Director of Planning & Zoning Mila Carter, Director of Public Works Mark Gross, and Township Solicitor Robert Jefferson.

I. Pledge of Allegiance & Call to Order

Mr. Foster called the meeting to order at 7:45 PM. He noted that the Pledge of Allegiance was recited at the Re-organizational meeting, and restated that the meeting was being recorded on Zoom, and with a slight delay on YouTube.

II. Summary of Board of Supervisors Workshop, January 6, 2025

Mr. Foster reported that in the workshop, the Board reviewed proposals for demolition of dilapidated structures at Crebilly preserve and discussed a proposal for subdivision of two acres of the Crebilly property. Mr. Foster further reported that the Board also discussed financing options for the Pleasant Grove Pump Station replacement project.

III. Approval of Meeting Minutes from December 16, 2024

Mr. Yost made a motion to approve the meeting minutes from December 16, 2024. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

IV. Departmental Reports

A. Public Works Department – Mark Gross

Mr. Gross reported that in December, Public Works dealt with several downed trees, with some requiring after-hours response. He further reported that the department had six trucks out for light salting of the roads during the recent snow event. Mr. Gross added that Public Works addressed safety issues at Crebilly Preserve by installing fencing around two houses that are going to be demolished and posting “No Trespassing” signs. He also stated the former inn is being monitored regularly.

Mr. Gross stated that staff met with Pennoni to get an update on the design for pavilion parking lot improvement project. He explained that based on percolation test results, the stormwater seepage bed will likely need to be under the new parking lot. Mr. Gross stated that the Township will receive a revised design plan and estimated cost within the next three weeks.

He also reported that the new Pleasant Grove force main is online, the temporary diesel pump has been removed, and the rebuilt pump has been installed. Flow has increased due to less friction in the new main, increasing efficiency of the system. Mr. Gross stated that a contractor will proceed with cleaning and televising selected areas of the sanitary sewer system, and provide their report in the next two months.

Mr. Gross stated that the comfort station at the Oakbourne Athletic Complex was winterized, court nets were removed, and the court parking lot blocked for the winter. Mr. Yost suggested revisiting the Board’s decision to close the courts for the winter, and make the courts available on unseasonably warm days, such as what was experienced last week. Mr. Gross reminded Mr. Yost that the bathroom was winterized so the Township isn’t paying to heat and clean it during the period of little use, and that the court side of the parking lot was blocked off so that it doesn’t have to be plowed and salted. He added that the court lot (right side of the entrance) cannot be seen from the road, so closure also reduces the cost of police patrol. The lot on the

left can be seen from the road. Mr. Gross stated that re-openings would be challenging from a logistical standpoint, but he will work with whatever the Board decides.

B. Planning Commission (PC) – Brian Knaub

Mr. Knaub reported that the PC reviewed the summary of ongoing projects, including upcoming and expected applications for review. He stated that Mr. Embick provided a summary of the Pennsylvania Supreme court case Oberholzer v. Galapo, which dealt with the issue of defamation and the legal validity of claims involving yard signs. Mr. Knaub noted that 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. He explained that it was enlightening, as the case was relevant to the discussions about the proposed sign ordinance amendments that the PC has been working on. Mr. Knaub also reported that the PC tabled the discussion on the fence ordinance amendments to have some additional time to review the Township solicitor comments.

C. Historical Commission (HC) – Stephen Wahrhaftig

Mr. Wahrhaftig reported that the HC is focusing on compiling the annual report and 2025 priorities, including the adoption of historical ordinance amendments. He believed that these amendments will help to provide clear direction of what the HC would like to do with the Township's historical properties. Mr. Wahrhaftig also provided that the HC discussed ideas to involve the Township community in preparations for the America 250 celebration. He recapped that one of the main discussion topics was the possible disposition of the Darlington Inn and opportunities for preservation of the building. He noted that there are two historical architects on the Commission who are interested in visiting and assessing the building to come up with the plans for the Board of Supervisors to consider. Mr. Wahrhaftig announced that the Westtown history books are all sold out, and the book is in the process of being updated. They hope to publish a new version in time for the America 250 celebration. He also noted that the HC will continue its lectures in 2025.

D. Environmental Advisory Council (EAC) – Adam Kapp

Mr. Kapp reported that there was no meeting in December due to Christmas Eve. He said the EAC presentation to the Rustin High School Environmental Club was canceled due to snow, but will be rescheduled. He added that the EAC was planning to reach out to the Westtown School to contribute and/or collaborate on their environmental programs. He also stated that the members are excited and looking forward to working on initiatives at Crebilly Preserve, including a roadside cleanup in the spring.

E. Township Solicitor – Robert Jefferson

Mr. Jefferson reported that his office primarily assisted with Crebilly related matters in December, and will continue with those through January. He further stated that his office also provided comments on proposed amendments to the fence ordinance.

V. Public Comment (Non-Agenda Items)

Paul Egan, 1024 Robin Drive, raised a concern about the noise from Westtown School's solar panels installation project. He stated that the noise is extremely loud, starting at 7am and going on until 5 or 6pm on weekdays and the weekend. Mr. Pomerantz also stated that the noise impact on the adjacent neighborhood was significant and wondered when the work would be complete. Mr. Egan further stated that he would have appreciated the school notifying the residents about the upcoming noise impacts. Ms. Carter stated that the building code official made her aware of the noise last week, and that she would follow up with the contractor to see how many piers are left to be installed.

VI. Old Business

A. Consider Haverford Systems Proposal for Microphone Upgrade to Stokes Hall

Mr. Foster explained that the Board discussed the proposal at their meeting on December 16, 2024 and asked for revisions to the scope, which now includes new individual microphones at each station and a new QSC Core 8 flex audio processor. He noted that that total cost for proposed upgrades is \$16,495.30.

Shane Riley, a representative with Haverford Systems, provided a brief overview of the installation and how a new system would improve the quality of audio. He also stated that the Township would receive training on how to use the system and a one year warranty on all new components.

Mr. Pomerantz commented that he previously asked to be included in the meeting with Haverford Systems, and that he wanted to visit an already installed system to get a first-hand experience before the proposal was made. Mr. Pomerantz said that he did not know whether the system would be right for the Township without first checking it out. He asked whether Haverford would organize a site visit to such location. Mr. Riley cautioned that every set up is customized for a specific space.

Mr. Yost made a motion is in order to authorize the Township to contract with Haverford Systems to complete audio upgrades to the Stokes Hall in the amount of \$16,495.30. Mr. Foster seconded, and the motion passed 2-0.

VII. New Business

A. Consider Resolution 2025-01 2025 Township Fee Schedule

Mr. Foster stated as was discussed in the Board's December 16, 2024 workshop, the proposed 2025 fee schedule includes a few minor corrections, revisions, and increases. He explained that the main changes are addition of permit fee for permanent recreational and sports lighting, additional fee for conditional Use and Occupancy extensions (for a period of 90 days), and increase in the trash fee as per adopted budget.

Mr. Yost made a motion to approve Resolution 2025-01, the 2025 Township fee schedule. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

B. Consider Resolution 2025-02 – 2025 Township Manager Annual Compensation

Mr. Foster explained that Article XIII of the Second Class Township Code and Chapter 22 of the Township Code requires that the annual compensation of the Township Manager be set by resolution of the Board of Supervisors.

Mr. Yost made a motion to approve Resolution 2025-02 establishing the Township Manager's annual compensation commensurate with the duties and responsibilities of the position and the Township Manager's performance. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

C. Consider Resolution 2025-03 – Acknowledge Residents and Non-Resident Volunteers' Contribution to Crebilly Acquisition

Mr. Foster stated that Westtown resident and non-resident volunteers contributed to the successful acquisition of Crebilly Preserve. He announced that the resolution recognizes their unwavering support and contribution over the years.

Mr. Yost made a motion to approve Resolution 2025-03 acknowledging Westtown resident and non-resident volunteers who contributed to the successful acquisition of Crebilly Preserve. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

D. Authorize Payment of \$3,396.05 to Land Services USA, LLC to Increase Policy Liability Related to Crebilly Purchase

Mr. Foster explained that the Township has to increase policy liability, because the title premium paid at the closing for the Crebilly land purchase was based on the selling price of \$18,748,700.00. He provided that in order to receive grant reimbursement, the County requires the full value of the rights to be insured, which is \$20,403,700. He noted that the cost difference is \$3,396.05.

Mr. Yost made a motion to authorize payment in the amount of \$3,396.05 to Land Services USA to increase policy liability to \$20,403,700. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

E. Consider Proposal from Cedarville for Demolition of Buildings at Crebilly Preserve

Mr. Foster explained that the Board discussed the proposal from Cedarville Engineering Group for services associated with demolition of dilapidated buildings at Crebilly Preserve at their workshop and due to revisions that are needed, suggested tabling the proposal at this time.

F. Consider Proposal from Pennoni for Subdivision of 2 acres at Crebilly Preserve

Mr. Foster explained the proposal from Pennoni for professional services related to the subdivision of two acres of the Crebilly property at the northwest side of the Route 202 and 926. He pointed out that it is depicted on the survey plan and noted as "Parcel B Exclusion Area." Mr. Foster summarized the scope of work to include the preparation and submission of the plan to the Township for review and approval pursuant to the requirements of the Westtown Township Subdivision and Land Development Ordinance.

Mr. Yost made a motion to approve the professional services agreement with Pennoni for scope of work related to subdivision of two acres of Crebilly Preserve. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

G. Consider Engagement Agreement with Stifel for a Bank Loan for Pleasant Grove Pump Station Replacement

Mr. Foster stated that the Township has explored various funding options to move forward with the replacement of the Pleasant Grove Pump Station. He summarized that the options include grant funding, bonds, low interest 20-year loan from PENNVEST (Pennsylvania Infrastructure Investment Authority), and a 5-year bank loan. Township staff recommend a 5-year bank loan as the most appropriate financing option for the project. Mr. Foster further explained that the engagement proposal from Stifel, Nicolaus & Company, Inc. is to act as a Placement Agent for a privately placed bank loan with a Request for Proposal (RFP) process for qualified banking institutions. Mr. Foster pointed out that the fee for proposed services is .05% of the par value of the borrowing (i.e. \$2,000,000 x .005 = \$10,000) and that this fee (in percentage form) will not change unless the borrowing is below \$500,000.

Mr. Yost made a motion to approve the engagement agreement with Stifel for a bank loan for the Pleasant Grove Pump Station replacement project. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

VIII. Announcements

Mr. Foster made the following announcements:

- A. Retirement of Chief of Police Dr. Brenda Bernot** - The Westtown East Goshen Regional Police Department announced the retirement of Chief of Police Dr. Brenda Bernot, a distinguished leader whose commitment to public safety and community service has left an indelible mark on the department and the communities she served. After four decades in law enforcement and having served as Chief of the department since 2013, Chief Bernot finished her service on December 31, 2024 and will retire on April 6, 2025. We thank Chief Bernot for her service to our residents and wish her a fulfilling retirement.
- B. Appointment of Lt. David Leahy as Interim Police Chief** - The Westtown East Goshen Regional Police Department also announced the appointment of Lt. David Leahy as Interim Police Chief, effective immediately. Lieutenant Leahy brings a wealth of experience, dedication, and a deep commitment to servicing Westtown and East Goshen Townships. We congratulate and welcome the Interim Chief and are looking forward working with him.
- C. Job Opportunity – Recreation Program Coordinator** - This new full time position will primarily be responsible for recreation programming, special event planning and management, and managing use of the Township’s park facilities. The full job description and application instructions can be found on the Township website.
- D. The Township is Seeking Applicants for the Park & Recreation Commission and the Historical Commission.** Information on what these commissions do can be found on the Township website. Please submit a resume or brief statement of interest to the Township Manager if you are interested in volunteering.
- E. MLK Day Office Closure, Monday, January 20** – As a result of the holiday, the Board will hold its second meeting in January on Tuesday, January 21 at 7:30pm. Trash and recycling collection will not be impacted by the MLK holiday.
- F. Yard Waste and Christmas Tree Collection – Saturday, February 7** – Remove all ornaments, lights, and garlands from Christmas trees. Trees taller than 6’ should be cut in half. Trees in plastic bags will NOT be taken. Regular yard waste must be in biodegradable paper bags or containers that can be dumped. Plastic bags are not accepted. Branches under 3” in diameter must be cut approximately 3 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.

IX. Public Comment (All Topics)

Stephen Wahrhaftig, 1032 Dunvegan Road, commented on the technical aspects of audio conferencing and expressed support for proposed audio improvements to the Stokes Hall. He suggested that the Township test a system to ensure it is compatible with the Township’s computers.

X. Payment of Bills

Mr. Yost made a motion to approve the General Fund bills in the amount of \$108,962.25, Open Space Fund bills of \$720.70, and Enterprise Fund bills of \$19,049.76, for a grand total of \$128,732.71. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

XI. Adjournment

There being no further business, Mr. Foster made a motion to adjourn the meeting at 8:26 PM.

Respectfully submitted,
Liudmila Carter
Township Manager



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January 9, 2025

Westtown Township incident report for December 2024

For November, there were 83 calls for service in Westtown (Fire and EMS). Forty-one incidents were in the West Chester Fire Department district and 42 in the Goshen Fire Company district. Year to date, there have been 1016 calls for service.

The peak time for incidents in December was between 9 am and 6 pm.

The West Chester Fire Department responded to 11 calls for service of those 11, four were fire alarms, and the Goshen Fire Company responded to 11 calls for service, of those 11, one was fire alarms.

The remaining 61 calls for service were medical responses handled by Good Fellowship EMS and Goshen Fire Company EMS.

There were no burning complaints in December.

Respectfully submitted,

Gerald R. DiNunzio, Jr
Fire Marshal
Emergency Management Coordinator

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

ACCT#	DESCRIPTION	12/1/2024 BALANCE	DECEMBER RECEIPTS	DECEMBER EXPENDITURES	12/31/2024 BALANCE
GENERAL FUND		<u>\$7,789,427.58</u>	<u>\$1,993,887.06</u>	<u>-\$5,920,231.96</u>	<u>\$3,863,082.68</u>
01-100-015	Univest General Fund	\$777,942.00	\$1,829,117.53	(\$1,797,987.00)	\$809,072.53
01-100-100	PLGIT P-Card Prime	\$631,828.02	\$1,965.98	(\$146,746.29)	\$487,047.71
01-100-110	PLGIT P-Card Class	\$14,663.24	\$146,836.53	(\$146,746.29)	\$14,753.48
01-106-000	PLGIT Prime	\$1,451,931.81	\$9,845.82	(\$2,950.84)	\$1,458,826.79
01-106-100	PLGIT Class	\$597.47	\$2.23	\$0.00	\$599.70
01-106-115	Univest GF Savings	\$4,912,072.35	\$6,118.97	(\$3,825,795.32)	\$1,092,396.00
01-110-000	Petty Cash	\$392.69	\$0.00	(\$6.22)	\$386.47
OPEN SPACE FUND		<u>\$695,250.47</u>	<u>\$31,417.88</u>	<u>-\$63,333.50</u>	<u>\$663,334.85</u>
04-106-000	Open Space - PLGIT Prime	\$358,744.96	\$5,212.77	(\$61,892.10)	\$302,065.63
04-106-010	Open Space - Maintenance Fund	\$258,780.40	\$8,920.31	(\$720.70)	\$266,980.01
04-106-100	Open Space - PLGIT Class	\$77,725.11	\$17,284.80	(\$720.70)	\$94,289.21
SEWER FUND		<u>\$3,777,914.19</u>	<u>\$54,551.87</u>	<u>-\$1,392,870.19</u>	<u>\$2,439,595.87</u>
08-100-015	Univest Enterprise Checking	\$817,137.89	\$44,455.78	(\$203,956.37)	\$657,637.30
08-100-115	Univest Prepaid UB Cash	\$9,152.76	\$683.79	(\$6,913.82)	\$2,922.73
08-106-000	PLGIT Prime	\$2,146,034.69	\$4,445.00	(\$1,182,000.00)	\$968,479.69
08-106-015	Univest WW MM	\$805,588.85	\$4,967.30	\$0.00	\$810,556.15
REFUSE FUND		<u>\$778,223.84</u>	<u>\$26,069.65</u>	<u>-\$259,867.73</u>	<u>\$544,425.76</u>
09-100-015	Univest CASH - REFUSE FUND	\$278,223.84	\$26,069.65	(\$259,867.73)	\$44,425.76
09-106-015	Univest Refuse MM	\$500,000.00	\$0.00	\$0.00	\$500,000.00
OPEN SPACE BOND PROCEEDS		<u>\$9,480,129.63</u>	<u>\$5,554.82</u>	<u>-\$9,480,129.63</u>	<u>\$5,554.82</u>
16-106-024	Open Space Bond-A PLGIT Prime	\$7,468,262.19	\$5,554.82	(\$7,468,262.19)	\$5,554.82
16-106-025	Open Space Bond-B PLGIT Prime	\$2,011,867.44	\$0.00	(\$2,011,867.44)	\$0.00
CAPITAL PROJECT FUNDS		<u>\$286,925.39</u>	<u>\$2,257,333.65</u>	<u>-\$285,841.93</u>	<u>\$2,258,417.11</u>
18-100-015	Univest Capital Projects Checking	\$26,771.04	\$233,141.53	(\$252,474.07)	\$7,438.50
18-100-105	Univest CP Oakbourne Park Master	\$4,604.56	\$0.00	(\$65.50)	\$4,539.06
18-100-115	Univest CP Special Projects	\$3,326.90	\$88,500.00	(\$32,424.00)	\$59,402.90
18-100-125	Univest Thorne Drive Basin	\$31,138.72	\$0.00	\$0.00	\$31,138.72
18-100-205	Univest Credit Card Rewards	\$151,213.79	\$14,466.13	\$0.00	\$165,679.92
18-100-605	Univest 926/Shady Grove Signal	\$47,795.00	\$0.00	(\$878.36)	\$46,916.64
18-100-805	Univest CP Sewer	\$22,075.38	\$1,921,225.99	\$0.00	\$1,943,301.37
ARPA FUND		<u>\$648,442.36</u>	<u>\$2,576.79</u>	<u>\$0.00</u>	<u>\$651,019.15</u>
19-100-000	ARPA FUND - PLGIT PRIME	\$647,813.15	\$2,574.45	\$0.00	\$650,387.60
19-100-100	ARPA FUND - PLGIT CLASS	\$629.21	\$2.34	\$0.00	\$631.55
DEBT SERVICE FUNDS		<u>\$2,037,624.77</u>	<u>\$163,710.59</u>	<u>-\$1,277,476.10</u>	<u>\$923,859.26</u>
23-100-105	Univest 2022 DS (Oakbourne Park)	\$368,036.39	\$22,513.75	(\$201,499.19)	\$189,050.95
23-100-115	Open Space DS - A	\$208,370.74	\$42,080.60	\$0.00	\$250,451.34
23-100-125	Open Space DS - B	\$15,036.74	\$7,519.45	(\$15,397.91)	\$7,158.28
23-100-805	Univest 2021 DS (05/12)	\$423,845.37	\$24,500.00	(\$313,650.00)	\$134,695.37
23-100-815	Univest 2021 DS (SE06)	\$1,022,335.53	\$67,096.79	(\$746,929.00)	\$342,503.32
CAPITAL RESERVE FUNDS		<u>\$6,931,988.18</u>	<u>\$130,027.31</u>	<u>-\$5,023,326.00</u>	<u>\$2,038,689.49</u>
30-122-000	GF Univest MM Capital Rsv (U)	\$3,250,080.00	\$66,119.82	(\$3,088,525.00)	\$227,674.82
30-122-001	GF Univest MM Capital Rsv (D)	\$1,941,085.77	\$28,786.62	(\$1,200,000.00)	\$769,872.39
30-122-200	WW Univest MM Capital Rsv (D)	\$1,740,822.41	\$35,120.87	(\$734,801.00)	\$1,041,142.28
LIQUID FUEL FUNDS		<u>\$4,591.66</u>	<u>\$11.29</u>	<u>\$0.00</u>	<u>\$4,602.95</u>
35-100-105	Liquid Fuel Ckng - Univest	\$4,591.66	\$11.29	\$0.00	\$4,602.95
ESCROW FUND		<u>\$2,480,749.19</u>	<u>\$3,433.92</u>	<u>-\$1,162,011.51</u>	<u>\$1,322,171.60</u>
40-100-015	Univest Landscapes Escrow	\$22,689.04	\$47.62	(\$480.00)	\$22,256.66
40-100-025	Univest Flintlock (Rustin Res)Escro	\$5,445.32	\$11.68	\$0.00	\$5,457.00
40-100-035	Univest 1594 W Chester Realty Esc	\$17,975.21	\$38.54	\$0.00	\$18,013.75
40-100-045	Univest WT School -Athletic Fld Esc	\$2,434,639.62	\$3,336.08	(\$1,161,531.51)	\$1,276,444.19

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

<u>ACCT#</u>	<u>DESCRIPTION</u>	<u>12/1/2024 BALANCE</u>	<u>DECEMBER RECEIPTS</u>	<u>DECEMBER EXPENDITURES</u>	<u>12/31/2024 BALANCE</u>
	GRAND TOTAL - ALL FUNDS	\$34,911,267.26	\$4,668,574.83	(\$24,865,088.55)	\$14,714,753.54
	PLGIT Totals	\$15,068,877.69	\$202,645.05	(\$11,021,906.55)	\$4,249,616.19
	Univest Totals	\$19,841,996.88	\$4,465,929.78	(\$13,843,175.78)	\$10,464,750.88
	Petty Cash	\$392.69	\$0.00	(\$6.22)	\$386.47



PROPOSAL FOR PROFESSIONAL SERVICES

Date: January 16, 2025
Proposal Name: Crebilly Farms Building Demolition - Rev. 1
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.



Cedarville Engineering Group, LLC
Pennsylvania | Florida

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- c) The Township will mark out trees that they would like to have removed as part of this work.
- 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 and evaluate add-alternate options with the Township to help the Township maximize their available funding. Due to project funding constraints, CEG has removed the private utility locate from this scope of work and will utilize available historic plans and documents to depict the approximate locations of the septic systems and any other utilities which may still be onsite.

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	\$24,700.00
2.0	Bid Administration	\$3,200.00
Total Contract Price		\$27,900.00

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
- Private Utility Locate



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 **January 16, 2025** 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 - Rev. 1** and 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.

ORDINANCE 2025-01

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF WESTTOWN, CHAPTER 170, ZONING, ARTICLE XVIII, SIGNS, BY AMENDING THE FOLLOWING: §170-1802, DEFINITIONS; §170-1803, PROHIBITED SIGNS; §170-1805, GENERAL REGULATIONS; §170-1806, REGULATIONS BY SIGN TYPE: GENERALLY; §170-1807, REGULATIONS BY SIGN TYPE: BILLBOARDS; §170-1808, REGULATIONS BY SIGN TYPE: LIMITED DURATION, TEMPORARY AND PORTABLE SIGNS; §170-1809, SIGNS LOCATED ON LOTS WITH AGRICULTURAL USE; §170-1810, SIGNS ON LOTS WITH PARKS AND OPEN SPACE; §170-1812, SIGNS ON LOTS WITH INSTITUTIONAL USE; AND §170-1815, PERMITS AND APPLICATIONS.

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

SECTION 1. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, shall be amended to read as follows:

AMBIENT LIGHT – A natural or artificial light that exists in an environment without any additional lighting specifically directed at a subject. Ambient light conditions include illumination from sources like sunlight, moonlight, street lights, or interior lighting that fills a space.

SECTION 2. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsection B(4), shall be amended to read as follows:

(4) AWNING SIGN — Any sign painted on, or applied to, an awning.

SECTION 3. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsection B(7), shall be amended to read as follows:

(7) BEACON LIGHTING — Any source of electric light, whether portable or fixed, the primary purpose of which is to cast a concentrated beam of light generally skyward as a means of attracting attention to its location rather than to illuminate any particular sign, structure, or other object.

SECTION 4. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsection B(8), shall be amended to read as follows:

- (8) **BILLBOARD** — An outdoor sign with a sign area that is between 60 square feet and 300 square feet and which primarily directs a person’s attention to a person, business, product, activity or event not conducted on the premises where the sign is located.

SECTION 5. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsection B(12), shall be amended to read as follows:

- (12) **CHANGEABLE COPY SIGN** — A sign or portion thereof that allows for manual modifications of its displayed message mounted in or on a track system, which consists of removable letters, numbers, or symbols.

SECTION 6. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsection B(15), shall be amended to read as follows:

- (15) **DIGITAL DISPLAY** — A sign or portion thereof in a form of an electronic device that presents information in a visual format using digital technology, which involves the use of pixels or segments to show text, images, or graphics. Digital displays may include but are not limited to LCD (liquid crystal display), LED (light-emitting diode), OLED (organic light-emitting diode), mini-LED, microLED, or plasma displays.

SECTION 7. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsection B(17), shall be amended to read as follows:

- (17) **FLAG** — Any sign or image printed or painted on cloth, plastic, canvas, or other like material attached to a vertical pole or staff and anchored along only one vertical edge or supported or anchored at only two corners in such a way that it hangs down by gravity without the addition of the wind.

SECTION 8. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsection B(17), shall be amended to read as follows:

- (18) **FLASHING SIGN** — A sign whose artificial illumination is not kept constant in intensity at all times when in use and which exhibits changes in light, color, direction, or animation. This definition does not include message center signs or digital displays that meet the requirements set forth herein.

SECTION 9. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsection B(29), shall be deleted.

SECTION 10. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsections B(30) through B(62), shall be renumbered B(29) through B(61).

SECTION 11. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsection B(31), shall be amended to read as follows:

- (31) **MECHANICAL MOVEMENT SIGN** — A sign having parts that physically

move rather than merely appear to move as might be found in a digital display. The physical movement may be activated electronically or by another means, but shall not include wind-activated movement such as used for banners or flags. Mechanical movement signs do not include digital signs.

SECTION 12. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsection B(33), shall be amended to read as follows:

- (33) MESSAGE CENTER SIGN — A type of electronic device that uses technologies like LED (light-emitting diode), LCD (liquid crystal display), matrix displays, or incandescent bulbs to display static or scrolling text that conveys information, or announcements, similar to those located on a lot with a gas station, athletic fields, or parks.

SECTION 13. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsection B(61), shall be amended to read as follows:

- (61) TEMPORARY SIGN — A nonpermanent sign that is located on private property that can be displayed for a specified number of consecutive days at one time pursuant to this chapter.

SECTION 14. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsections B(63) through B(65), shall be renumbered B(62) through B(64).

SECTION 15. Chapter 170, Zoning, Article XVIII, Signs, §170-1802, Definitions, Subsection B(62), shall be added as follows:

- (62) TRI-VISION BOARD SIGN – An outdoor sign that uses a series of rotating triangular blades to display multiple messages on a single sign structure with each blade rotating to reveal a different face, allowing the sign to showcase different information.

SECTION 16. Chapter 170, Zoning, Article XVIII, Signs, §170-1803, Prohibited signs, Subsection E, shall be amended to read as follows:

- E. Animated signs, urban experiential displays, flashing signs, or signs that scroll or flash text, or graphics, or full-motion video.

SECTION 17. Chapter 170, Zoning, Article XVIII, Signs, §170-1805, General regulations, Subsection F(1)(c)[2] shall be renumbered (c)[3] and read as follows:

- [3] Each sign must have a light-sensing device or ambient light monitor that continuously monitors and automatically adjust the brightness of the display sign to appropriate levels for as the existing natural ambient light conditions change to comply with the limits set herein.

SECTION 18. Chapter 170, Zoning, Article XVIII, Signs, §170-1805, General regulations, Subsection F(1)(c)[2] shall be added as follows:

- [2] Between sunrise and sunset, luminance shall be no greater than 5,000 nits. At all other times, luminance shall be no greater than 250 nits. Luminance shall be measured utilizing a luminance meter (photometer) or colorimeter positioned perpendicular to the digital display surface at a distance of no more than 3 feet.

SECTION 19. Chapter 170, Zoning, Article XVIII, Signs, §170-1805, General regulations, Subsection F(1)(c)[4] shall be added as follows:

- [4] Each sign shall be equipped with an automatic shutoff in case of failure or error that would result in the sign projecting a full intensity all-white image for an extended period of time.

SECTION 20. Chapter 170, Zoning, Article XVIII, Signs, §170-1805, General regulations, Subsections F(3)(h) and (i), shall be added to read as follows:

- (h) Message center signs shall not be used for off-premises advertising, except when used as billboard.
- (i) Message center signs shall allow for access for local, regional, state and national emergency services during emergency situations. Such messages are not required to conform to message sign standards listed herein.

SECTION 21. Chapter 170, Zoning, Article XVIII, Signs, §170-1805, General regulations, Subsections F(4)(h) and (i), shall be added to read as follows:

- (h) Digital displays shall not be used for off-premises advertising, except when used as billboard.
- (i) Digital displays shall allow for access for local, regional, state and national emergency services during emergency situations. Such messages are not required to conform to message sign standards listed herein.

SECTION 22. Chapter 170, Zoning, Article XVIII, Signs, §170-1806, Regulations by sign type: generally, Subsections G shall be amended to read as follows:

- G. Changeable copy signs, digital displays and message center signs: changeable copy signs, digital displays and message center signs are permitted only when integrated into a freestanding, marquee, wall, or portable sign.

SECTION 23. Chapter 170, Zoning, Article XVIII, Signs, §170-1807, Regulations by sign type: billboards, Subsections M and M(1) shall be amended to read as follows:

- M. Illumination of a billboard. Lighting shall comply with the Illuminating Engineering Society of North America's (IESNA) recommended practices and

criteria in the IESNA Lighting Handbook, including but not limited to criteria for full-cutoff fixtures.

(1) Billboard signs may incorporate changeable copy signs.

SECTION 24. Chapter 170, Zoning, Article XVIII, Signs, §170-1808, Regulations by sign type: limited duration, temporary and portable signs, Subsections B(1)(c)[4] and B(1)(c)[4][a] shall be amended to read as follows:

[4] Changeable copy signs.

[a] Changeable copy signs are permitted when integrated into a sandwich board sign.

SECTION 25. Chapter 170, Zoning, Article XVIII, Signs, §170-1808, Regulations by sign type: limited duration, temporary and portable signs, Subsections C(2)(a) and (b) shall be amended to read as follows:

(a) Temporary signs are exempt from the standard permit requirements, but the owner of the sign shall notify the Township in writing of the date of erection of a temporary sign and write such date of erection in indelible ink on the support for the sign or sign face in such a way that it is visible from adjacent roadway. Signs without a proper notification to the Township, a date of erection or legible date of erection placed on the sign face or support shall be removed by the Township or the owner of the sign.

(b) Temporary signs may be displayed up to a maximum of 30 consecutive days and no more than two times per year with a minimal interval of at least 90 days.

SECTION 26. Chapter 170, Zoning, Article XVIII, Signs, §170-1808, Regulations by sign type: limited duration, temporary and portable signs, Subsections C(2)(c) shall be renumbered to (d).

SECTION 27. Chapter 170, Zoning, Article XVIII, Signs, §170-1808, Regulations by sign type: limited duration, temporary and portable signs, Subsections C(2)(c) shall be added as follows:

(c) Display of temporary signs for more than 30 days will require conversion to permanent sign status or shall be removed by the owner of the sign.

SECTION 28. Chapter 170, Zoning, Article XVIII, Signs, §170-1809, Signs located on lots with agricultural use, Introductory Paragraph, shall be amended as follows:

In addition to the exempt signs described in § 170-1804, Signs exempt from permit requirements, the following numbers and types of signs may be erected on properties with active agricultural uses as permitted under §170-1609, subject to the conditions specified here.

SECTION 29. Chapter 170, Zoning, Article XVIII, Signs, §170-1809, Signs located on lots with agricultural use, Subsection B(4), shall be amended as follows:

(4) Illumination, These signs shall not be illuminated.

SECTION 30. Chapter 170, Zoning, Article XVIII, Signs, §170-1810, Signs located on lots with parks and open space, Subsection D(1), shall be amended as follows:

(1) A maximum of 20 signs on the interior walls or fence of an open stadium or field shall be permitted. No sign shall measure greater than 24 square feet in size, be illuminated, or visible from any public rights-of-way.

SECTION 31. Chapter 170, Zoning, Article XVIII, Signs, §170-1812, Signs located on lots with institutional use, Section Title, shall be amended as follows:

Signs on lots with principal educational or school use, religious institutions, municipal buildings.

SECTION 32. Chapter 170, Zoning, Article XVIII, Signs, §170-1812, Signs located on lots with institutional use, Introductory paragraph, shall be amended as follows:

In addition to the exempt signs described in § 170-1804, Exempt signs, the following numbers and types of signs may be erected for principal educational or school use, religious institutions, municipal buildings subject to the conditions specified here.

SECTION 33. Chapter 170, Zoning, Article XVIII, Signs, §170-1812, Signs located on lots with institutional use, Subsection D, shall be amended as follows:

D. Freestanding signs on a lot with principal educational or school use, religious institutions, municipal buildings, other than parks and open space, shall be permitted subject to the following regulations:

SECTION 34. Chapter 170, Zoning, Article XVIII, Signs, §170-1812, Signs located on lots with institutional use, Subsection D(4)(d), shall be amended as follows:

(d) Digital display on lots with a principal educational or school use or religious use.

SECTION 35. Chapter 170, Zoning, Article XVIII, Signs, §170-1815, Permits and applications, Subsection B(9), shall be renumbered B(10).

SECTION 36. Chapter 170, Zoning, Article XVIII, Signs, §170-1815, Permits and applications, Subsection B(9), shall be added as follows:

(9) In the case of a message center sign and digital display, contact information for the controller/operator of the sign and a copy of an annual maintenance contract.

SECTION 37. If any sentence, clause or section or part of this ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or validity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this ordinance. It is hereby declared as the intent of the Board of Supervisors that this ordinance would have been adopted had such unconstitutional, illegal, invalid sentence, clause, section or part thereof not been included herein.

SECTION 38. All ordinances or parts of ordinances conflicting or inconsistent herewith are hereby repealed.

SECTION 39. This ordinance will be effective five (5) days after enactment.

ENACTED AND ORDAINED by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania, this _____ day of _____, 2025.

Attest:

**Westtown Township
Board of Supervisors**

Secretary

Thomas Foster, Chair

Edward Yost, Vice Chair

Richard Pomerantz, Police Commissioner

Check Register

Westtown Township

15-Jan-25

From: 07-Jan-25 To: 21-Jan-25

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 General Fund - Univest					
18356	1/10/2025	6052	ACE Hardware of West Chest	\$3.44	O
18357	1/10/2025	1009	Ann Marie Cassidy	\$1,240.00	O
18358	1/10/2025	32	AQUA PA	\$443.31	O
18359	1/10/2025	1001011	Ascendance Truck Centers	\$265.05	O
18360	1/10/2025	222	Brandywine Valley SPCA	\$5,700.00	O
18361	1/10/2025	1001269	Campbells Cleaning	\$1,138.00	O
18362	1/10/2025	6468	Carroll Engineering Corp	\$2,419.15	O
18363	1/10/2025	543	Chester County Treasurer	\$199.40	O
18364	1/10/2025	1000300	Comcast Xfinity	\$10.52	O
18365	1/10/2025	405997	Hoffmans Exterminating Co., I	\$67.50	O
18366	1/10/2025	878	Intercon Truck Equipment	\$446.48	O
18367	1/10/2025	1001272	Jaydor Company	\$987.50	O
18368	1/10/2025	1000597	NetCarrier Telecom Inc.	\$488.27	O
18369	1/10/2025	13	PECO Energy	\$3,426.01	O
18370	1/10/2025	13	PECO Energy	\$5,060.58	O
18371	1/10/2025	347	Staples	\$230.50	O
18372	1/10/2025	5738	StrategicLink Consulting, LLC	\$1,950.00	O
18373	1/10/2025	5660	Susan Arnold Yoder	\$570.00	O
Bank Total:				\$24,645.71	
Bank Account: 8 Enterprise Fund - Univest					
1759	1/10/2025	1196	McGovern Environmental, LLC	\$5,490.95	O
1760	1/10/2025	1164	Univar Solutions USA, Inc.	\$2,908.06	O
1761	1/10/2025	967	USABlueBook	\$549.95	O
Bank Total:				\$8,948.96	
Bank Account: 11 PLGIT P-CARD					
100016	1/13/2025	1000800	PLGIT P-Card BMO Bank	\$164,673.85	R
Bank Total:				\$164,673.85	
Bank Account: 18 Capital Project Fund Univest					
1400	1/13/2025	6468	Carroll Engineering Corp	\$90,144.29	O
1401	1/13/2025	1196	McGovern Environmental, LLC	\$10,741.95	O
1402	1/13/2025	406052	Pennoni	\$5,085.00	O
Bank Total:				\$105,971.24	
Total Of Checks:				\$304,239.76	