

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors Regular Meeting

Monday, February 3, 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 Workshop – February 3, 2025
- III. Approval of Board of Supervisors Meeting Minutes – January 21, 2025
- IV. Departmental Reports
 - A. Public Works – Mark Gross
 - B. Planning Commission – Jim Lees
 - C. Historical Commission – Pamela Boulos
 - D. Environmental Advisory Council – Bob Yeats
 - E. Township Solicitor – Patrick McKenna
- V. Public Comment (Non-Agenda Items)
- VI. Old Business
- VII. New Business
 - A. Accept Resignation and Nominate Supervisor Representative to West Chester Area Council of Governments
 - B. Authorize Act 247 Review for Proposed Amendments to Section 1505 Fences and Walls of Westtown Zoning Code
 - C. Consider Real Estate License Agreement with Westminster Presbyterian Church
 - D. Consider Termination of Plan Note on Recorded Subdivision Plan of John Laffey
 - E. Consider Payment Application #2 from Allan Myers for Road Program
 - F. Consider Payment Application #3 from Eagle Contracting for Thorne Basin Retrofit
 - G. Certification of Fire and Ambulance Volunteers for Township Tax Exemption
- VIII. Announcements
 - A. Park & Recreation and Historical Commission Vacancies
 - B. Holiday Office Closure, Monday, February 17 – Presidents' Day
 - C. Yard Waste and Christmas Tree Collection – Saturday, February 7
- IX. Public Comment (All Topics)
- X. Payment of Bills
- XI. Adjournment

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

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

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

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

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

WESTTOWN TOWNSHIP BOARD OF SUPERVISORS REGULAR MEETING
Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown
Tuesday, January 21, 2025 at 7:30 PM

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

I. Pledge of Allegiance & Call to Order

Mr. Foster called the meeting to order at 7:31 PM. He stated that the meeting was being recorded on Zoom and, with a slight delay, on YouTube.

II. Board of Supervisors Summary of Workshops, January 21, 2025

Mr. Foster reported that the Board held an Executive Session tonight to discuss personnel, legal, and real estate matters. In the Workshop, the Board met to discuss sketch plans for an addition to Sarah Starkweather Elementary School, provide feedback for termination of recorded plan note pertaining to properties at 110 and 112 E. Pleasant Grove Road, hear request for a historic marker for Shiloh AME church within the right-of-way of Little Shiloh Road, and to accept public comment.

III. Approval of Meeting Minutes from January 6, 2025 Re-organization Meeting & January 6, 2025 Regular Meeting

Mr. Yost made a motion to approve the minutes of the January 6, 2025 Re-organization Meeting and January 6, 2025 Regular Meeting. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

IV. Departmental Reports

A. Fire Marshall – Gerry DiNunzio

Mr. DiNunzio reported that there were 83 fire/medical calls for service in Westtown, 41 incidents in the West Chester Fire Department district and 42 in the Goshen Fire Company district. For the year, there was a total of 1,016 calls for service. Mr. DiNunzio added that there were no complaints about burning in December.

B. Planning Commission (PC) – Jack Embick

Mr. Embick reported that the PC held a reorganizational meeting and provided recommendations for revisions to the fence ordinance. He further noted that he provided a summary of the court case pertaining to the use of open space funds for the construction of a municipal complex, which the PC found relevant to the Crebilly land acquisition. Mr. Embick stated that future business includes reviewing a variance request for a temporary pool, drafting of the PC's 2024 annual report, and discussion on the Darlington Inn subdivision and rezoning.

C. Finance Department – Cindi King

Ms. King provided an overview of recent activities, closing out the 2024 accounting records, entering of the 2025 budget figures into the software, and completing wire transfers and the appropriate journal entries related to Crebilly acquisition. She also announced that the Township received an unemployment compensation dividend check from the PA State Association of Township Supervisors (PSATS), the first quarter utility bills are set to be mailed, and the office has completed and submitted the workers compensation audit paperwork. Ms. King further noted that for the 2024 budget, the projected year end cash balance was around \$18.3 million with the end result of \$13.3 million, not including the escrow fund. She explained that the difference was due partly to \$7.2 million in grant reimbursements, which were not received in 2024.

Mr. Pomerantz asked Ms. Carter to explain the reimbursement process. Ms. Carter stated that there are different reimbursement requirements associated with each grant. She also noted that the extent of documentation and additional steps differ, and involve input from Township staff, engineers, and solicitor to complete. Ms. Carter further noted that once submitted, the reimbursement requests have to be reviewed and approved by the respective agencies before the grant funds can be disbursed.

D. Westtown East Goshen Police Department (WEGO) – Interim Chief David Leahy

Interim Chief David Leahy introduced himself and gave a brief overview of his career, including that he has been with the department for about 26 years. He reported that the department received a total of 1,839 calls in December, 742 in Westtown. Chief Leahy stated that for 2024, the calls totaled 25,085, with 11,053 in Westtown. He added that the breakdown of calls are available on the website.

Chief Leahy reported on participation in various initiatives, including the One Warm Coat project collecting approximately 1500 items of clothing for donations, Blue Beards for Charity event with officers growing out their beards to raise funds for cancer research and awareness, and raising money for Unite for Her organization. He added that WEGO held a Coffee with a Cop event in East Goshen and is planning one in Westtown.

Chief Leahy reported on thefts and frauds in Westtown, with majority of thefts occurring at Rustin High School, and frauds most involving identity theft, fraudulent or washed checks, and some internet scams. Chief Leahy further reported the department has investigated a number of suicides and emphasized resources that are available for times of crisis, including calling the 988 suicide and crisis hotline. He noted that a mobile response team has been established in Chester County.

Mr. Yost asked about update on the allegations against former principal at Rustin High School. Chief Leahy responded that no criminal activity was found.

Mr. Foster asked whether there was any effort to keep the website up to date. Chief Leahy stated that it was on his to do list, and is handled by a staff member who is currently out.

Mr. Pomerantz invited the public to attend the first Police Commission meeting of the year that on January 22 at 4:00 PM, and emphasized the importance of being informed and involved in the police matters.

V. Public Comment (Non-Agenda Items)

Jim Buczala, president of the Chester County Historical Preservation Network (CCHPN), congratulated the Board on the acquisition of Crebilly. He noted that he was in attendance to show support for the placement of a historic marker at Shiloh AME cemetery site discussed in the workshop. Mr. Buczala pointed out that the presentation forgot to mention the burials of military veterans of the United States, and wanted the Board to give that more standing in their evaluation.

Margaret Sutton, 1428 Johnnys Way, introduced herself as a member of the Westtown Monthly Meeting, religious Society of Friends, which has 39 other individuals, who are supportive of the Friends of Shiloh AME. Ms. Sutton assured the Board that her group, along with over several hundred students who do service projects would be available to maintain the marker and the cemetery. Ms. Sutton believes that the AME church may still have a claim on the land where the church building burned down and wants the Board to consider that the site holds history of the Underground Railroad and that the cemetery holds remains of individuals who taught at Westtown School.

Steve Lyons, representative of the Friends of Shiloh AME, on behalf of Mark Evans, Vice President of the Chester County Historic Preservation Network, echoed support of the request for placement of an historic marker for the site of the Shiloh AME cemetery.

VI. Old Business

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

Mr. Foster stated that the proposal from Cedarville Engineering Group for services associated with demolition of dilapidated buildings at Crebilly Preserve has been revised, as per the discussion at the Board of Supervisors meeting on January 6. He explained that it includes bid document and contract preparation, hazardous materials assessment of the structures to be demolished, demolition plan, and bid administration.

Mr. Yost made a motion to approve the professional services agreement with Cedarville Engineering Group for scope of work associated with demolition of buildings and appurtenant structures at Crebilly Preserve, not to exceed \$27,900. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

VII. New Business

A. Consider Appointment of Citizen-At-Large to Westtown East Goshen Police Commission

Mr. Foster explained that under the terms of the agreement between Westtown and East Goshen, a Citizen-at-Large to the Police Commission shall be appointed by February 1 of each year. Mr. Pomerantz explained that the WEGO Police Commission is comprised of three members: a representative of East Goshen Township, Westtown Township, and the Citizen-At-Large. Mr. Pomerantz noted that as an independent body, the Commission can act as a review board and public liaison for concerns and matters that arise, setting the overall mission and focus for the department, managing budgets, resources, and public order. Mr. Pomerantz highly supported the nomination of Tom Stone, who has law enforcement experience, for another term as Citizen-At-Large.

Mr. Yost made a motion to appoint Tom Stone as Citizen-At-Large to Westtown East Goshen Police Commission for a one year term. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

B. Public Hearing to consider Adoption of Ordinance 2025-01 Amending Chapter 170 (Zoning) of the Westtown Code Regarding Signs

Mr. Foster opened a public hearing to consider adoption of Ordinance 2025-01 regarding signs. He explained that the ordinance would permit use of digital displays for lots with religious uses; define ambient light conditions and tri-vision board signs; clarify definitions of billboard, changeable copy sign, digital display, message center sign, and flag; prohibit the use of full-motion video; modify brightness standards, and other requirements pertaining to message center signs and digital displays; and set additional permit requirements and time limits for temporary signs. Mr. Foster stated that the draft was reviewed by the Township and Chester County Planning Commission pursuant to Act 247, and tonight's hearing was advertised in the Daily Local News on January 7th and January 14th.

Mr. Yost made a motion to adopt Ordinance 2025-01 amending Chapter 170 (Zoning) of the Westtown Township Code regarding Signs. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

VIII. Announcements

Mr. Foster made the following 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)

Mr. Pomerantz mentioned several crucial items that the Police Commission is tasked with this year, including labor negotiations, staffing study, partnership agreement between East Goshen and Westtown Townships, and the search for a new Chief of Police.

Rev. Angela Baker, the pastor of Thornbury AME Church thanked the Board for holding the meeting and allowing individuals to share their support of the Shiloh AME Church initiative.

When the Board is considering placement of an historical marker within the public right-of-way, Mr. Embick (189 Pheasant Run Road) asked the Board to bear in mind that Article 1, Section 27 of the Pennsylvania Constitution requires municipalities to preserve the historical value of the environment.

X. Payment of Bills

Mr. Yost made a motion to approve General Fund bills in the amount of \$24,645.71, Enterprise Fund bills of \$8,948.96, PLGIT P-Card bills of \$164,673.85, and Capital Project Fund bills of \$105,971.24, for a grand total of \$304,239.76. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

XI. Adjournment

There being no further business, Mr. Foster made a motion to adjourn the meeting at 8:15 PM.

Respectfully submitted,
Liudmila Carter
Township Manager

WESTTOWN TOWNSHIP
PUBLIC WORKS DEPARTMENT MONTHLY REPORT
JANUARY 2025

ROADS

- ◆ Performed one regular hour and one afterhours salting and plowing of all Township roads.
- ◆ Performed one regular hour and two afterhours salting only of all roads.
- ◆ Afterhours response to remove a small limb from Robin Drive.
- ◆ Afterhours response for salting at a fire scene on Supplee Way.
- ◆ Trim low hanging limbs from various areas affecting plowing operations.

BUILDINGS, PARKS, AND OPEN SPACE

- ◆ Removed all perimeter trees and vegetation surrounding the Darlington Inn per BOS direction.
- ◆ Repaired faulty well water supply piping at the Darlington Inn site.
- ◆ Checked and maintained heat and electricity at the Darlington Inn property.
- ◆ Met with a vibration specialist for a “before” survey of the Darlington Inn structure prior to adjacent lane widening project by PennDOT.
- ◆ Repaired a heater in the Administration building.

OAKBOURNE PARK AND MANSION

1. Cleared two downed trees from the walking trails.
2. Contractor repaired a failed section of fence surrounding the tennis court under a maintenance warranty.
3. Met with engineers for electrical layout for the parking lot construction project.
4. Removed snow and ice at all mansion doors for safe building event usage.

PARKS AND OPEN SPACE

1. Inspected playground structures for safety hazards.

WASTEWATER

- ◆ Interviewing circuit rider contractors for afterhours facility support, lab testing, and submitting of monthly DEP reports.
- ◆ Two employees attended continuing education classes for license credit.

EQUIPMENT MAINTENANCE AND REPAIR

- ◆ Wheel Loader – Engine serviced, and entire parking brake assembly replaced due to excessive salt corrosion.
- ◆ Backhoe – Tested and cleaned the fuel injection system. Engine most likely will require major work in the near future due to power loss and smoking on the exhaust.
- ◆ Field Tractor – Replaced the leaking fuel tank and serviced the engine and filters.
- ◆ 67-10 – Repaired a stone chip in the windshield prior to state inspection.
- ◆ 67-11 – Changed engine oil and filters. Replaced the front axle driveshaft seal and cleared a blockage in the breather line.
- ◆ 67-29 – Crane controller replaced under warranty and paired via Bluetooth to the chassis controls.
- ◆ 67-19 – Repaired an electrical issue affecting starting and the instrument panel. Repaired a defective air brake line.
- ◆ 67-24 – Replaced a punctured rear tire and state inspected.
- ◆ 67-28 – Truck awaiting repair of a plow light control issue. Parts backordered.
- ◆ 67-14 and 67-27 – Replaced all tires.
- ◆ 67-64 – Replaced the starting battery and windshield wipers.

FUTURE PROJECTS

- ◆ Meet with design engineers to finalize design of the mansion core parking lot reconstruction project.
- ◆ Meet with design engineers on the PGPS replacement project.

MARK GROSS
DIRECTOR OF PUBLIC WORKS

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

Stokes Assembly Hall, 1039 Wilmington Pike
Wednesday, January 22, 2025 – 7:00 PM

Present

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

Call to Order and Pledge of Allegiance

Mr. Embick called the meeting to order at 7:00 PM and led the pledge of allegiance.

Adoption of Agenda (TS/RH) 5-0

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

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

Mr. Sennett made a motion to approve the meeting minutes from January 8, 2025. Mr. Hatton seconded. Mr. Frisco abstained. All were in favor of the motion.

Announcements

Ms. Carter made the following announcements:

1. Zoning Hearing Board decision on special exception request for 1646 West Chester Pike has been approved on January 15, 2025. She noted that the Commission received a copy of the decision.

Public Comment – Non Agenda Items

None.

New Business

1. ZHB Application – 623 Picket Way

Mr. Embick provided that the applicants, John and Sheryl Breznicky, are seeking a variance relief from the required swimming pool setback to retain the use of their temporary pool. He stated that the 0.11 acre parcel is located in the Wild Goose subdivision in MU Multi-Use Zoning District, and is improved with a single-family detached dwelling serviced by public water and sewer. Mr. Embick announced the hearing date of February 27, 2025.

Sheryl Breznicky introduced herself and stated that she and her husband were seeking approval to continue putting up a pool, which she has been using for years to relieve Multiple Sclerosis (MS).

Mr. Frisco asked whether there is an existing pool on the property and a fence. Ms. Breznicky explained that the pool is put up for about 90 days in summer months and that there is an existing fence. Mr. Embick asked whether the fence is around the pool or the perimeter of the property. Ms. Breznicky confirmed the existence of perimeter fence.

Mr. Lees noted that the temporary pool has been put up for the past 18 years and asked the reasoning behind seeking a variance now. Ms. Breznicky explained that that they were cited by the Township for not having a pool permit and because their pool is not compliant with Township Code. Mr. Lees asked whether she had any complaints from adjacent neighbors and whether she approached them to see if they had any objections. Ms. Breznicky replied that she was not aware of any complaints and that neighbors were supportive of her retaining

the pool. He advised her to either ask the neighbors to attend the hearing or to provide a letter expressing their support.

Mr. Sennett asked about the timeline of pool and diagnosis and whether anyone else uses the pool. She explained that the pool was set up specifically for MS treatment and that she is the primary user, as her children are grown and live separately. Mr. Sennett asked how she deals with MS when it is not a pool season. Ms. Breznicky responded that she does therapy and does not have a pool membership due to cost.

Mr. Sennett further asked about the width of the lot. Ms. Carter noted that she included a plot plan depicting lot dimensions, but could not determine the accuracy of the plan. Mr. Sennett noted that it would be pretty impossible to put up any kind of a pool that meets setback requirements because of the size of the lot.

Mr. Russ wondered about the existing drainage easement in relation to their pool. Ms. Breznicky believed that easement did not extend onto her property.

Mr. Embick noted that the applicant has also applied for special exception under persons with disabilities provisions, which he felt was not applicable in this case, because pool is not a special exception use. He provided that the applicant attempted to meet the standards for a dimensional variance, but he felt that hardship has not been demonstrated, because these lots were created as small lots and can be used for their approved purpose. He wondered whether placement of a smaller pool requiring less of a variance was possible. Mr. Breznicky stated that it was the only appropriate location due to slope. Ms. Breznicky asked whether she should show the change in grade that impacts pool placement. Mr. Hatton suggested to have photographs of the pool and to show topography of the property and any other applicable materials.

Mr. Lees asked about the foundation for the pool and how the pool was being emptied. Mr. Breznicky explained that the pool is placed on tempered sand and it is emptied into the storm drain. Mr. Embick advised the owners to review the standards for proper pool water discharge.

Mr. Sennett made a motion to recommend approval of the applicant's request for a variance for a temporary above ground pool of 12 feet in diameter and 4 feet in depth, with conditions that it will only be placed in existing location, there be no permanent structure of any sort around the pool, including but not limited to putting in a permanent foundation, and that approval would not transfer to new owners once the property transfers. Mr. Lees seconded. Mr. Hatton and Mr. Flynn abstained. There was no public comment, and the motion passed. TS/JL (5-0-2)

2. 2024 Planning Commission Annual Report

Mr. Embick stated that the PC provides an annual report to the Board of Supervisors by March 1 each year. He thanked Mr. Hatton for drafting the report and asked whether there were any suggestions. The PC asked to add items related to Crebilly Preserve to their 2025 priorities.

Mr. Flynn made a motion to present the 2024 Annual Report to the Board of Supervisors at the next available joint meeting. Mr. Sennett seconded. There was no public comment, and the motion passed. KF/TS (7-0)

3. Zoning Amendments – Potential Rezoning

Mr. Embick stated that the Board approved the proposal to subdivide two acres of the Crebilly parcel at the intersection of Routes 926 and 202. Currently, the entire parcel is zoned A/C Agricultural/Cluster Residential District. The PC will review the permitted uses within the A/C district and discussed potential rezoning of the future parcel.

Mr. Embick explained that Open Space funds were not used to purchase the 2-acre parcel, and therefore it is not subject to Open Space fund restrictions. Mr. Embick briefly went over some options, such as rezoning for commercial use or preserving the structure. Mr. Embick pointed out that if current initial uses and special exception uses for the AC District are appropriate for the parcel, then nothing has to be done.

Ms. Carter informed the PC that this is only a preliminary discussion, and the Township is hoping to receive the subdivision submission by the end of the month.

Mr. Embick reviewed the current uses by right for the AC District and uses by right through special exception. The PC discussed concerns and considerations, such as accessibility from Rts. 202 and 926, a façade easement for the exterior building, potential commercial uses, and historical significance.

Ms. Carter suggested that when the subdivision application is received, representatives from PennDOT, the Chester County Planning Commission, the Historical Commission, the Township solicitor, and commercial interests attend the Planning Commission meeting to be part of the discussion.

Old Business

There was none.

Public Comment

There was none.

Reports

Mr. Embick reported on the Board of Supervisors meeting January 21, 2025.

Adjournment

The meeting adjourned at 8:28 PM. (TS/RH) 7-0

Next PC Meeting:

- **February 5, 2025, 7:00 PM**

PC Representative at next Board of Supervisors Meeting:

- **Monday February 3, 2025, 7:30 PM** – Jim Lees/Russ Hatton

Respectfully submitted,

Mila Carter

Township Manager and Director of Planning & Zoning

REAL ESTATE LICENSE AGREEMENT

This REAL ESTATE LICENSE AGREEMENT (as may be amended, modified or supplemented from time to time, this “License Agreement”), made as of the _____ day of _____, 20____ (the “Effective Date”), is between WESTMINSTER PRESBYTERIAN CHURCH OF THE BOROUGH OF WEST CHESTER, a Pennsylvania non-profit corporation, having an address at 10 West Pleasant Grove Road, West Chester, PA 19382 (“Licensor”), and WESTTOWN TOWNSHIP, a Pennsylvania Municipality of the Second Class, having an address at 1039 Wilmington Pike, West Chester, PA 19382 (“Licensee”).

Background

A. Licensor is the fee owner of the property located at 10 West Pleasant Grove Road, West Chester, PA 19382, being UPI No. 67-4-29.4A (the “Church Property”) and Licensee is the fee owner of the property located at UPI No. 67-4-29.4 known as Crebilly Preserve (the “Township Property”) which abuts the Church Property; and

B. The parties desire by this License Agreement to provide for the licensing by Licensor to Licensee of the right to use that certain portion of gravel road that abuts from U.S. Route 202 and passes through the Church Property, as more specifically shown in *Exhibit A* attached hereto and made a part hereof (the “Licensed Area”) to enable Licensee and its employees, agents, contractors and invitees to use the Licensed Area for access to and from the Township Property.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Background. The Background provisions of this License Agreement are incorporated herein by reference thereto as if fully set forth in this License Agreement.

2. License. Licensor hereby grants to Licensee, and Licensee hereby accepts, a license (the “License”) to use and occupy the Licensed Area for the purposes provided in this License Agreement for the License Period (as defined in Section 3). The Licensed Area shall extend twenty (20) feet wide to each side from the middle of the gravel road. Licensee and its employees, agents, contractors and invitees are, except as otherwise specifically provided in this License Agreement, authorized to use the Licensed Area for purposes of vehicular access to and from the Township Property. The parties do not intend to create a lease or any other interest in real property for Licensee through this License Agreement, and the parties only intend to create a license that is revocable at will by either Licensor or Licensee as provided herein.

3. License Period. The initial term of this License Agreement shall be one (1) year, commencing on the Effective Date (the “Initial Term”). This License Agreement will terminate at the end of the Initial Term or any Renewal Term (defined below) unless either party notifies

the other party in writing of its intention to renew this License Agreement, upon the same terms and conditions, for an additional one (1) year period (each being a “Renewal Term”) at least ninety (90) days prior to the expiration of the Initial Term or then-existing Renewal Term (a “Renewal Notice”). The party receiving the Renewal Notice shall have thirty (30) days to respond in writing to the Renewal Notice either accepting or rejecting the offer to extend the then-current Initial Term or Renewal Term. If the recipient fails to respond to the Renewal Notice within such thirty (30) day period, it shall be deemed to have rejected the offer and this License Agreement shall terminate at the end of the then-existing Initial Term or Renewal Term. The Initial Term and any Renewal Term are collectively referred to herein as the “License Period”. Notwithstanding the foregoing, this License Agreement shall be revocable by either party at any time during the License Period; provided that the terminating party delivers to the non-terminating party ninety (90) days’ prior written notice of its election to terminate. The termination notice shall state the date of termination and shall be sent in accordance with the notice requirements of this License Agreement.

4. Access. Licensee, its employees, agents, contractors and invitees shall have the right of access to the Licensed Area twenty-four (24) hours per day, seven (7) days per week; provided, however, Licensor, its employees, contractors, and agents shall also at all times have access to the Licensed Area, no consent of the Licensee being required for any such access at any time.

5. Repairs. Licensee shall be responsible for the repair, at its own cost, of any damage to the Licensed Area directly caused by Licensee or its employees, agents, contractors or invitees.

6. Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, members, employees, successors, mortgagees, permitted assigns, and tenants from and against any and all claims, liabilities, damages and losses, resulting from: (a) any violation of, or failure to comply with, the provisions of this License Agreement by Licensee; (b) injury or damages to persons or property or loss of life sustained in or about the Licensed Area or Church Property caused by the actions of Licensee, its agents, employees, or contractors; or (c) any other activity conducted by Licensee, its agents, employees, or contractors in connection with: (i) its access to Church Property; or (ii) the exercise of Licensee’s rights under this License Agreement.

7. Assignment or Sublicensing. The license granted hereby is personal to Licensee (and its employees, agents, contractors and invitees) and shall not be assigned, nor shall Licensee sublicense or otherwise permit or suffer the occupancy of the Licensed Area by any third party without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

8. Default. If either party defaults in the performance of any of its obligations hereunder, and such default continues for more than thirty (30) days after receipt of written notice from the non-defaulting party, the non-defaulting party shall have the right to terminate this License Agreement and pursue any other remedies available at law or in equity, except as limited in Section 9 hereof.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

Licensor and Licensee agree that none of their respective directors, officers, employees, shareholders, or any of their (or any of those parties') respective agents shall have any personal obligation hereunder and that Licensor and Licensee shall not seek to assert any claim or enforce any of their rights hereunder against any of such parties.

10. Notices.

(a) Any notice, demand, request, or other communication hereunder shall be in writing. Communications may be delivered and shall be deemed to have been given by the delivering party and received by the receiving party: (i) when delivered by hand; (ii) one day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; (iii) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage prepaid); or (iv) on the date sent with confirmation of transmission by facsimile or electronic mail, if such contact information has been given to the other party and if sent during normal business hours of the recipient.

(b) Any notice, demand, request, or communication by Licensor to Licensee shall be addressed to Licensee at its address stated in the preamble hereto, Attention: Township Manager, unless otherwise directed in writing by Licensee by notice similarly given. Any notice, demand, request, or communication by Licensee to Licensor shall be addressed to Licensor at its address stated in the preamble hereto, Attention: Clerk of Session, unless otherwise directed in writing by Licensor by notice similarly given.

(c) The parties acknowledge that email is the preferred method of any notice under this License Agreement. Any email notice to Licensee shall go to its then current Township Manager, currently Mila Carter - lcarter@westtown.org. Any email notice to Licensor shall go to its then current Clerk of Session, currently Ed McFalls - mcfallse@aol.com, with a copy to the Licensor's then current Head of Staff, currently Rev. Dr. Leah Hrachovec – [email]. Each party shall notify the other when the person in the role of the aforementioned positions change and provide updated contact information to the other party.

11. Surrender. On or before the expiration or sooner termination of the License Period for the Licensed Area, Licensee shall vacate and discontinue use of the Licensed Area. Licensee shall only be required to restore the Licensed Area as specifically set forth in this License Agreement.

12. Subordination. This License Agreement and the license granted herein are subject and subordinate to all ground and underlying leases affecting the Church Property and to all mortgages which may now or hereafter affect the Church Property.

13. Authority. Each party hereby represents and warrants to the other party that:

(a) It has the full right, power, and authority to enter into this License Agreement and to perform its obligations hereunder.

(b) The execution of this License Agreement by the individual whose signature is set forth at the end of this License Agreement on behalf of such party, and the delivery of this License Agreement by such party, have been duly authorized by all necessary action on the part of such party.

14. Miscellaneous.

(a) *Counterparts; Electronic Signature.* This License Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A signed copy of this License Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this License Agreement.

(b) *Governing Law.* This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(c) *Attachment and Exhibits.* All attachments and exhibits to this License Agreement are hereby made a part hereof as if fully set out herein.

(e) *Severability.* If any provision or provisions in this License Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions remain unaffected in full force and effect.

(f) *Binding Effect.* This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.

(g) *Time of the Essence.* Time shall be of the essence of each provision of this License Agreement in which time is a factor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement to be effective as of the Effective Date.

LICENSOR:

WESTMINSTER PRESBYTERIAN CHURCH OF
THE BOROUGH OF WEST CHESTER

By: _____

Name:

Title:

LICENSEE:

WESTTOWN TOWNSHIP

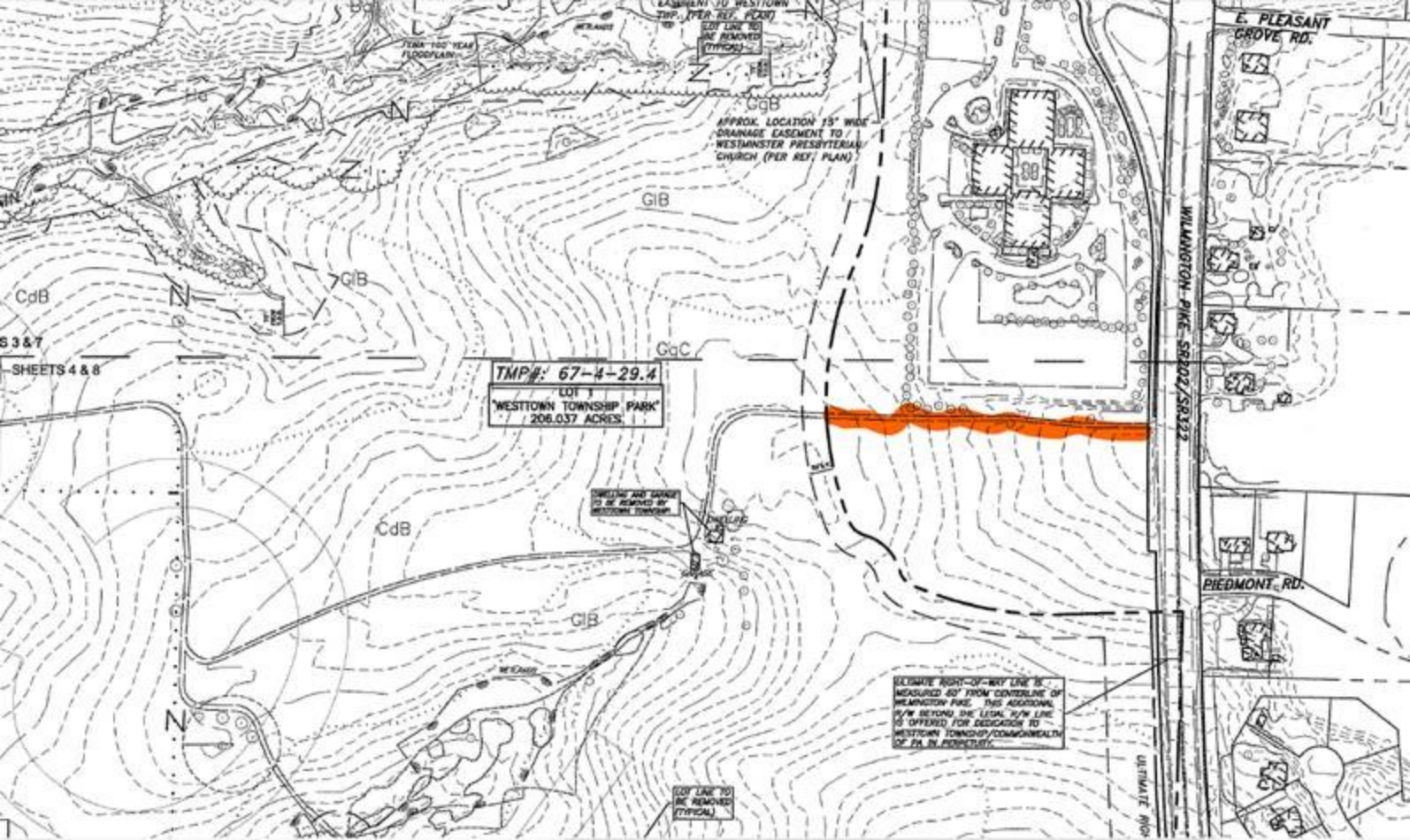
By: _____

Name:

Title:

EXHIBIT A
LICENSED AREA

See attached.



S3&7
SHEETS 4 & 8

100-YEAR FLOODPLAIN

EASEMENT TO WESTTOWN
TRP. (PER REF. PLAN)
LOT LINE TO
BE REMOVED
(TYPICAL)

APPROX. LOCATION 15' WIDE
DRAINAGE EASEMENT TO
WESTMINSTER PRESBYTERIAN
CHURCH (PER REF. PLAN)

TMP#: 67-4-29.4
LOT 1
"WESTTOWN TOWNSHIP PARK"
206.037 ACRES.

EXISTING AND SHOWN
TO BE REMOVED BY
FUTURE CONSTRUCTION

ULTIMATE RIGHT-OF-WAY LINE IS
MEASURED 40' FROM CENTERLINE OF
WILMINGTON PIKE. THIS ADDITIONAL
R/W BEYOND THE LEGAL R/W LINE
IS OFFERED FOR DEDICATION TO
WESTTOWN TOWNSHIP (COMMUNWEALTH
OF PA BY RESOLUTION).

LOT LINE TO
BE REMOVED
(TYPICAL)

WILMINGTON PIKE, SR#202, SR#232

E. PLEASANT GROVE RD.

PIEDMONT RD.

ULTIMATE R/W

9



COPY

PREPARED BY/RETURN TO:

ARTHUR L. SAGNOR, III, ESQUIRE
WETZEL GAGLIARDI FETTER & LAVIN, LLC
122 SOUTH CHURCH STREET
WEST CHESTER, PA 19382

UPI NOS.: ~~67-4-8~~ and 67-4-54.

sl

SHARED DRIVEWAY ACCESS EASEMENT AGREEMENT FROM MICHAEL P. MCLUCAS AND AMY N. MCLUCAS OVER UPI NO. 67-4-49 IN FAVOR OF MICHAEL P. MCLUCAS AND AMY N. MCLUCAS FOR UPI PARCEL NO. 67-4-54

THIS SHARED DRIVEWAY ACCESS EASEMENT AGREEMENT (hereafter the Access Agreement) is entered into this 19th day of November, 2024, between MICHAEL P. MCLUCAS AND AMY N. MCLUCAS, (hereinafter referred to as "Grantor"), the owner of UPI # 67-4-49 and MICHAEL P. MCLUCAS AND AMY N. MCLUCAS, (hereinafter referred to as "Grantee"), the owner of UPI # 67-4-54.

WITNESSETH:

WHEREAS, the Grantor is the fee simple owner of certain real estate located at 112 E. Pleasant Grove Road, Westtown Township, West Chester, PA and identified as Tax Map Parcel 67-4-49 (hereafter "Grantor's Property") as further described in a Deed recorded in Record Book 2849, page 562 in the Office of the Recorder of Deeds in and for Chester County; and

WHEREAS, Grantee is the fee simple owner of certain real estate located at 110 E. Pleasant Grove Road, Westtown Township, West Chester, PA and identified as Tax Map Parcel 67-4-54 (hereafter "Grantee's Property") as further described in a Deed recorded in



Record Book 2849, Page 558 in the Office of the Recorder of Deeds in and for Chester County; and

WHEREAS, Grantee's Property was granted access through Grantor's Property pursuant to a Plan for John Laffey recorded in Book 825 Page 1 in the Office of the Recorder of Deeds of Chester County, PA on August 11, 1976; and

WHEREAS, the existing driveway on Grantor's Property identified as 67-4-49 provides access to East Pleasant Grove Rd. for Grantee's Property; and

WHEREAS, Grantee's Property, as located and identified as UPI NO. 67-4-54, consisting of approximately four (4) acres plus improvements is a land locked parcel without direct access to the public road identified as East Pleasant Grove Road (hereafter East Pleasant Grove Rd.), Westtown Township, PA except for the existing driveway; and

WHEREAS, there is no formal agreement documenting the existing driveway access for Grantee's Property over and through Grantor's Property for the Grantor and Grantee's Properties, notwithstanding the Plan; and

WHEREAS, it is the intention of the parties hereto to provide for a formal, written access easement (the Access Easement) confirming Grantee's Property access over and through Grantor's Property to the public road identified as "East Pleasant Grove Rd.; and

WHEREAS, this Access Easement shall be for the purpose of using, repairing, replacing and/or maintaining the existing driveway to connect Grantee's Property to East Pleasant Grove Rd. as well as allowing for (any public utilities to be installed, constructed or reconstructed) in the existing driveway, if necessary.

NOW, THEREFORE, Grantor, for good and valuable consideration, for the sum of One (\$1.00) Dollar and other valuable consideration, does grant, sell and convey an access easement to the Grantee set forth as follows:

1. Grant of Easement. For the consideration set forth above, Grantor does grant, bargain, sell, assign and release to Grantee the full right and easement for Grantee's Property to access East Pleasant Grove Rd. through Grantor's Property in the ten (10) foot wide existing driveway shown and highlighted on the ChescoViews aerial photograph of Grantor's property as attached as Exhibit "A";



2. Physical Description of the Easement. The area of the Access Easement is shown on Exhibit "A" as attached hereto burdens Grantor's Property in favor of Grantee's Property as described per Exhibit "B", attached hereto;

A. Exhibit "A" is the ChecoViews aerial photograph of the Grantor's Property showing the existing driveway.

B. Exhibit "B" is an illustration of the dimensions of the existing driveway.

3. Purpose. The grant of the Access Easement is for the purpose of access (egress and regress) from Grantee's Property over the driveway (as illustrated on Exhibit A and dimensionally defined on Exhibit B) to serve Grantee's Property and permit Grantee's Property access East Pleasant Grove Rd. as well as for the installation and construction or reconstruction of any public utilities over or under the existing driveway.

4. Access Easement Length. The existing driveway (Access Easement) is located in the western portion of Grantor's Property starting at East Pleasant Grove Rd. and extending approximately 237 feet to the boundary of Grantee's Property as per Exhibit B.

5. Maintenance Obligations. The obligation or responsibility for the cost of the use and/or maintenance of this Access Easement is as follows:

A. The term maintenance means any and all necessary work to maintain (including but not limited to snow plowing and/or deicing and/or sealing) as well as repaving and/or replacing the existing driveway.

B. Any and all maintenance costs shall be borne equally by the Grantor and Grantee, their successors and assigns; and

C. In the event that it becomes necessary to disturb the surface area surrounding the existing driveway, the Grantor and Grantee agree to return the disturbed portion of Grantor's Property to the same condition which existed prior to such disturbance, including but not limited to final grading and



replacement of shrubbery with the cost borne equally by the Grantor and Grantee, their successors and assigns.

D. To the extent either Grantor and/or Grantee are required to install, construct and/or reconstruct any utilities the cost of the same and any restoration of the surface area of the Access Easement and/or the surface area surrounding the Access Easement shall be the sole responsibility of the party needing the utility work.

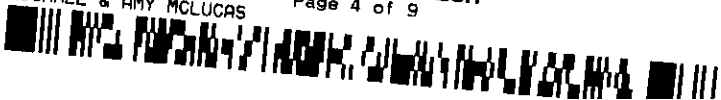
6. Ownership. The Grantor and their successors and assigns shall continue to enjoy the exclusive use and ownership of the Access Easement for any and all other purposes which do not interfere with nor prevent the use of the Access Easement for access and/or utilities to East Pleasant Grove Rd. by Grantee, their successors and assigns.

7. Benefit and Life of the Easement. This Access Easement shall bind and benefit the current and future owners and occupiers of the Grantor and Grantee, respectively, their heirs, successor and assigns at all times and seasons hereafter forever as a covenant running with the land.

8. Work to Be Performed. All work to be performed, pursuant to this Access Easement, shall be completed in a good and workmanlike manner, and, further anything to the contrary notwithstanding any and all construction, maintenance, repair and/or reconstruction, shall be in full conformance with the rules and regulations of Chester County and/or Westtown Township, such acknowledgment and agreement being made by the parties hereto on behalf of themselves, their heirs, executors, administrators, successors and assigns.

9. Determination of Maintenance. Grantor and Grantee, their respective successors and assigns, shall meet on an annual basis to determine the maintenance, repair and/or replacement necessities for the Access Easement as well as entering into third party contracts for the necessary maintenance, if any, of the Access Easement.

10. Payment for Maintenance. The Grantor and Grantee, as well as their respective successors and assigns, as set forth in paragraph 5 above, agree that each shall pay their respective equal share of the costs to the contractor responsible for the work



within thirty (30) days after the contractor completes the necessary maintenance or such other time frame mandated by the contractor. If the owner of either the Grantee's Property and/or Grantor's Property fails to pay their respective equal share, the failure to pay may be enforced by an action at law by the other owner. (This clause does not apply to any utility installation or construction needed or required on behalf of one party - who shall be responsible for said costs solely).

11. Disputes. The Grantor and Grantee, their respective heirs, successors and assigns agree any disputes hereunder shall be submitted to The American Arbitration Association in accordance with the commercial rules of The American Arbitration Association utilizing one (1) arbitrator to decide the dispute. Each party shall bear their respective filing fees (as required by The American Arbitration Association) as well as are responsible for their own legal counsel and/or other consultants in presenting their case to the Arbitrator appointed by The American Arbitration Association.

12. Termination. This Easement may be terminated and forever extinguished or altered, modified or limited only in writing executed by the parties hereto or their representative, heirs, or assignee and in a form sufficient to be recorded as executed by the then record owners of Grantor's and Grantee's Property and also executed by all mortgagees then holding mortgages of record.

13. Recording. This Access Easement shall be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania.

14. Enforceability. If any provision of this Access Easement is determined by a Court of law to be unenforceable, then such portion of this Access Easement will be deemed severed, but each and every other portion of this Access Easement shall remain in full force and effect.

15. Governing Law. This Easement shall be governed pursuant to the laws of the Commonwealth of Pennsylvania.

Signature page to follow.



IN WITNESS WHEREOF, the Grantor and Grantee, intending to be legally bound, have caused these presents to be duly executed the day and year first above written.

WITNESS:

[Handwritten Signature]

GRANTOR:

Michael P. McLucas (SEAL)
By: Michael P. McLucas, husband

WITNESS:

[Handwritten Signature]

Amy N. McLucas (SEAL)
By: Amy N. McLucas, wife

WITNESS:

[Handwritten Signature]

GRANTEE:

Michael P. McLucas (SEAL)
By: Michael P. McLucas, husband

WITNESS:

[Handwritten Signature]

Amy N. McLucas (SEAL)
By: Amy N. McLucas, wife

ADDRESS OF GRANTEE:

Amy N. McLucas
110 E. Pleasant Grove Road
West Chester, PA 19382



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 19th day of November, 2024, before me, the undersigned officer, personally appeared Michael P. McLucas, who, being duly sworn according to law, deposes and says that he is Grantor and Grantee herein and has executed this Agreement as and for the Grantor and Grantee as his own free act and deed and desire that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Amber B. Rennard

Notary Public
Commonwealth of Pennsylvania - Notary Seal
Amber B. Rennard, Notary Public
Chester County
My commission expires December 11, 2027
Commission number 1136379
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 19th day of November, 2024, before me, the undersigned officer, personally appeared Amy N. McLucas, who, being duly sworn according to law, deposes and says that she is the Grantor and Grantee herein and has executed this Agreement as and for the Grantee as her own free act and deed and desire that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

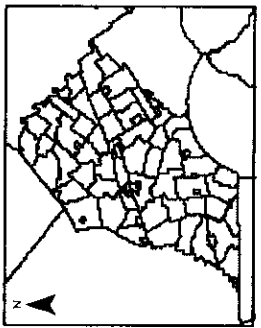
Amber B. Rennard

Notary Public
Commonwealth of Pennsylvania - Notary Seal
Amber B. Rennard, Notary Public
Chester County
My commission expires December 11, 2027
Commission number 1136379
Member, Pennsylvania Association of Notaries





COUNTY OF CHESTER
PENNSYLVANIA



Find Owner Information

PAR ID: 6704 004 90000
LUP: 67-4-49
Owner1: MCLUCAS MICHAEL P &
Owner2: AMY N
Mail Address 1: PO BOX 642
Mail Address 2: WESTTOWN PA
Mail Address 3:
ZIP Code: 19395
Deed Book: 2849
Deed Page: 562
Deed Recorded Date: 03/01/1992
Legal Desc 1: SES OF E PLEASANT
GROVE RD
Legal Desc 2: LOT & DWG
Acres: 0.5
LUC: R-10
Lot Assessment: 40140
Property Assessment: 51640
Total Assessment: 91780
Assessment Date: 12/15/2023 7:39:35 AM
Property Address: 112 E PLEASANT
GROVE RD
Municipality: WESTTOWN
School District: West Chester Area

Map Created:
Thursday, October 17, 2024



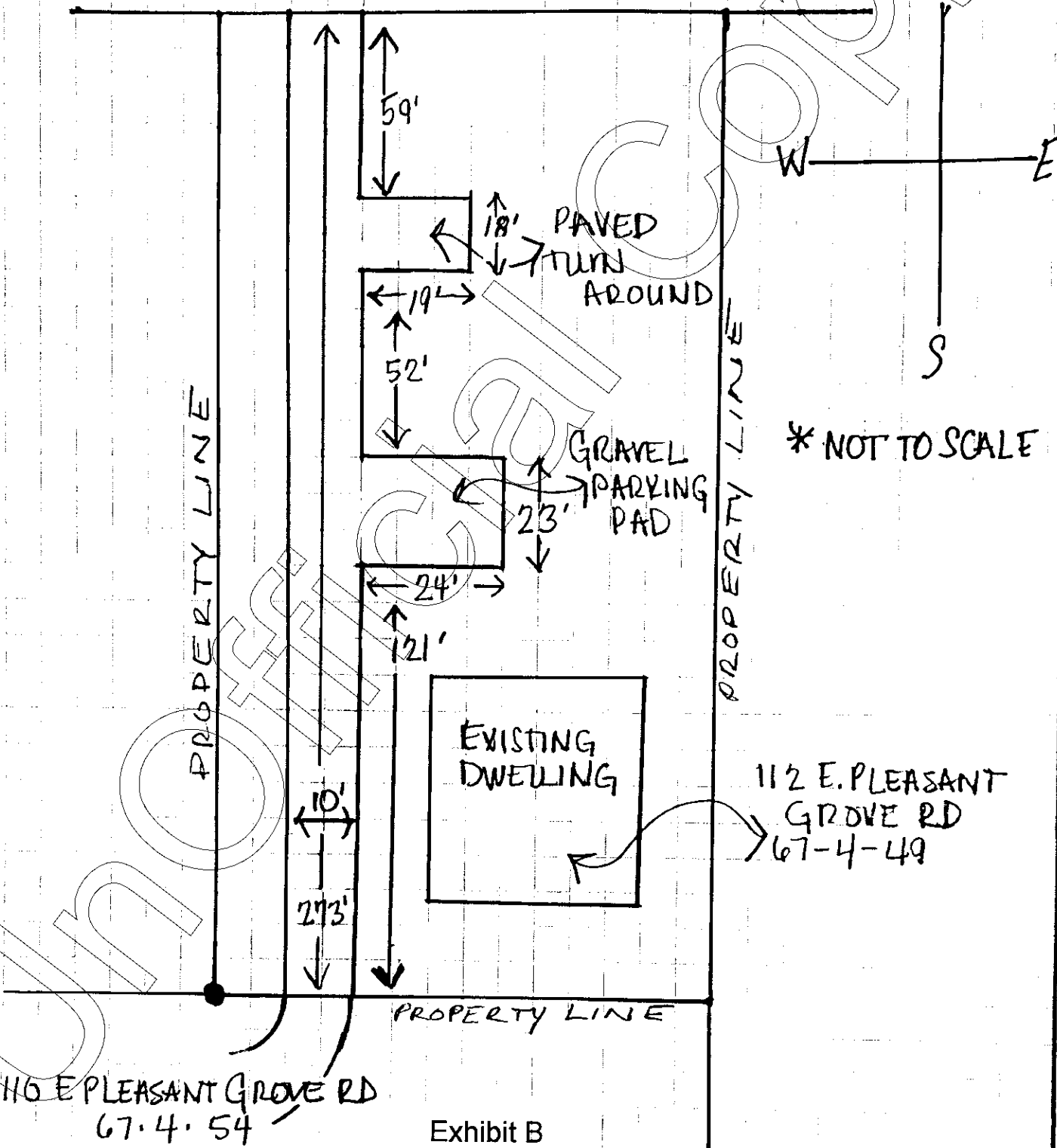
County of Chester

Limitations of Liability and Use:
County of Chester, Pennsylvania, makes no claims to the completeness, accuracy, or content of any data contained herein, and makes no representation of any kind, including, but not limited to, the warranties of accuracy, reliability, or fitness for a particular use, nor are such warranties to be implied or inferred with respect to the information or data furnished herein. For information on data sources visit the GIS Services page listed at www.chesco.org/gis.

MICHAEL AND AMY MCLUCAS
110 E. PLEASANT GROVE RD
WEST CHESTER PA 19382

EXISTING PAVED DRIVE
10' x 273'

E. PLEASANT GROVE ROAD



* NOT TO SCALE

12047935 B: 11303 P: 2238 ESA
11/22/2024 02:01 PM
MICHAEL & AMY MCLUCAS

Exhibit B

Prepared By and Return to:
Arthur L. Sagnor III, Esquire
Wetzel, Gagliardi, Fetter & Lavin, LLC
122 S. Church Street
West Chester, PA 19382
484-887-0779

UPI Parcel Numbers: 67-4-54; 67-4-49

Termination of Subdivision Plan Note

This Termination of Subdivision Plan Note Agreement (hereinafter “Agreement”) dated this _____ day of _____, 2025, is entered into by and between Michael P. McLucas and Amy N. McLucas, husband and wife (hereinafter referred to as “McLucas” or “Owners”), having a mailing address of P.O. Box 642, Westtown Township, Chester County, Pennsylvania and the Board of Supervisors of Westtown Township (hereinafter “Township”), located at 1039 Wilmington Pike, Westtown Township, Chester County, Pennsylvania, for good and valuable consideration pursuant to the terms and conditions set forth herein.

Background

1. McLucas are the owners of U.P.I. Numbers 67-4-54 (a/k/a 110 E. Pleasant Grove Road) and 67-4-49 (a/k/a 112 E. Pleasant Grove Road), having acquired U.P.I.

- Number 67-4-54 from Charles M. Nichols and Nancy J. Nicols in fee simple title on March 1, 1992 per a Deed recorded in Deed Book 2849, Page 558 et seq. (for U.P.I. Number 67-4-54) in the Office of the Recorder of Deeds in and for Chester County, and per a Deed recorded in the Office of the Recorder of Deeds in and for Chester County in Book 2849, Page 562 et. seq. (U.P.I. Number 67-4-49).
2. The Owner's real estate identified as U.P.I. Number 67-4-54 is a four-acre lot with improvements located thereon identified as 110 East Pleasant Grove Road located in Westtown Township.
 3. The Owner's real estate identified as U.P.I. Number 67-4-49 is a 0.5-acre lot which is also located in Westtown Township and identified as 112 East Pleasant Grove Road.
 4. Owner's real estate identified as U.P.I. Number 67-4-49 was acquired by Charles M. Nichols and Nancy J. Nichols (Owner's predecessors in title) pursuant to a Deed from Morris W. Holman and Olive E. Holman, his wife, dated November 16, 1966 as recorded in the Office of the Recorder of Deeds in and for Chester County in Book H37, Page 639 et. seq.
 5. UPI Number 67-4-54 was acquired by the McLucas predecessor in title (Charles M. Nichols and Nancy J. Nichols) from John M. Laffey and Ann P. Laffey, husband and wife, on August 11, 1976 pursuant to a Deed recorded in the Office of the Recorder of Deeds of Chester County at Book 748, Page 84.
 6. U.P.I. Number 67-4-54 was created as part of a two lot Subdivision Plan of John M. Laffey (identified as "Lot 2" on said Plan) as recorded in the Office of the Recorder of Deeds of Chester County at Book 525, Page 1 (hereafter the "Laffey Plan").

7. The Laffey Plan contains the following Note:

“Access to Tract No. 2 to be through existing tract owned by Charles Nichols as shown on Plan and neither existing land of Charles Nichols nor Tract No. 2 to be sold separately, one from the other, without first obtaining Township Subdivision Approval.”

8. The Owners, as a result of the conveyance as noted above from Charles M. Nichols and Nancy J. Nichols (hereinafter collectively referred to as “Nichols”), have owned both parcels (identified herein) since March 17, 1992.

9. U.P.I. Number 67-4-54 was a vacant lot when it was conveyed from Nichols to the Owners.

10. McLucas has improved UPI Number 67-4-54 with a house, an addition to the house and two garages pursuant to building permits issued by Westtown Township.

11. McLucas, as owners of both U.P.I. Number 67-4-49 and 67-4-54, satisfied the “access provision” of Plan Note 3 on the Laffey Plan by recording a “Shared Driveway Access Easement Agreement” on November 22, 2024 from Michael P. McLucas and Amy N. McLucas over U.P.I. Number 67-4-49 in favor of Michael P. McLucas and Amy N. McLucas for U.P.I. Number Parcel Number 67-4-54 in the Office of the Recorder of Deeds of Chester County in Book 11303, Page 2230 et. seq.

12. Plan Note 3 from the Laffey Plan is no longer applicable to either parcel 67-4-49 or 67-4-54 because both parcels are separate and distinct subdivided parcels (as they were in 1976).

13. The respective parcels were acquired by the Owners’ predecessor separately and were never merged by the Owners nor their predecessors.

14. Moreover, as a result of the improvements built on U.P.I. Number 67-4-54 by the Owners, Note 3 on the Laffey Plan is no longer applicable nor necessary as U.P.I. Number 67-4-54, as improved, is no longer vacant and cannot be subdivided.

NOW, THEREFORE, McLucas and the Township, for good and valuable consideration, intending to be legally bound do hereby agree as follows:

1. U.P.I. Numbers 67-4-49 and 67-4-54: The parties agree that these parcels are separate and distinct parcels of real estate located in Westtown Township.
2. Township Subdivision Approval: The Township recognizes and agrees that Township Subdivision Approval as per Note 3 on the Laffey Plan is no longer applicable nor required.
3. Sale of U.P.I. Number 67-4-54 and 67-4-49: The Township recognizes and agrees that the Owners and/or their successors and assigns may sell either parcel separately from the other parcel without first obtaining Township subdivision approval.
4. Access: Per Note 3 on the Laffey Plan, access to U.P.I. Number 67-4-54 from East Pleasant Grove Road exists pursuant to a duly recorded Shared Driveway Access Easement Agreement from Michael P. McLucas and Amy N. McLucas over U.P.I. Number 67-4-49 in favor of Michael P. McLucas and Amy N. McLucas for U.P.I. Parcel Number 67-4-54 in the Office of the Recorder of Deeds in and for Chester County on November 22, 2024 in Record Book 11303, Page 2230.
5. Termination: Owner and Township Agree that Note 3 on the Laffey Plan is no longer applicable as access has been established to “Tract Number Two” identified on the Laffey Plan Accordingly, the said Note 3 from the Laffey Plan is hereby terminated.

6. Balance of Notes/Subdivision Plan Requirements – Owners and Township agree that the remainder of the Laffey Plan shall remain in full force and effect and shall remain unaffected by this Agreement.
7. Recording: Owners are responsible for the recording of this Agreement and the cost for recording said document in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania.
8. Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

[Signature page to follow.]

In Witness Whereof, Michael P. McLucas and Amy N. McLucas and the Township, intending to be legally bound, as set forth herein for good and valuable consideration have executed this Termination of Subdivision Plan Note.

WITNESS:

_____(SEAL)
By: Michael P. McLucas, Husband

_____(SEAL)
By: Amy N. McLucas, Wife

COMMONWEALTH OF PENNSYLVANIA

:

:SS

COUNTY OF CHESTER

:

On this, the _____ day of _____ 2025, before me the undersigned officer personally appeared Michael P. McLucas and Amy N. McLucas and acknowledged themselves to be the Owners and they did sign and seal this Termination of Subdivision Plan Note as such Owners.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

TOWNSHIP CONSENT AND ACKNOWLEDGMENT

The undersigned Township by executing this Consent and Acknowledgment, hereby (i) consents to this Termination of Subdivision Plan Note and acknowledges the execution and recording of this Termination of Subdivision Plan Note by Michael P. and Amy N. McLucas.

Intending to be legally bound, Township has executed this Township Consent and Acknowledgement on this ____ day of _____, 2025.

WESTTOWN TOWNSHIP

By: Thomas Foster, Chairman

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On the ____ day of _____ 2025, before me the undersigned, a notary public for the Commonwealth of Pennsylvania, personally appeared Thomas Foster who acknowledged himself to be the Chair of the Board of Supervisors of Westtown Township and that as such Chair of the Board of Supervisors, being authorized to do so, executed the Township Consent and Acknowledgment for the purposes herein contained by signing for the Township in his capacity of Chair of the Board of Supervisors.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public



January 30, 2025

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

RE: Payment Recommendation No. 2 - **FINAL**
Westtown Township 2024 Road Program
Westtown Township
0236-24-0008

Dear Ms. Carter,

Cedarville Engineering Group, LLC (CEG) has received Application and Certificate for Payment No. 2 from Allan Myers who has been working on the Westtown Township 2024 Road Program in Westtown Township. This payment request was received electronically on January 10, 2025 in the amount of \$35,840.78 for the work period ending December 31, 2024.

During this pay period, Allan Myers completed all punchlist work associated with this project.

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

- The Application and Certification for Payment certifies the total amount due to the Contractor and the quantities placed to date.
- The Maintenance Bond for the project.

We recommend the Township consider payment to Allan Myers in the amount of \$35,840.78. This payment constitutes full and final payment for all work completed as part of this project.

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

Best Regards,
Cedarville Engineering Group, LLC

A handwritten signature in blue ink that reads "Kyle R. 2" with a flourish at the end.

Kyle R. Turner, P.E.
Project Manager

Cedarville Engineering Group, LLC

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





Enclosures

cc: Cindi King, Westtown Township Director of Finance
Mark Gross, Westtown Township Public Works Director
Pam Packard, Westtown Township Executive Secretary
Mike Kozza, Allan Myers
Colin Waters, Allan Myers
Donna Bernstiel, Allan Myers

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO: Westtown Township
 1805 Berks Road, West Chester, PA
 19382
 Attn:

PROJECT: Westtown

APPLICATION NO: 2

Distribution to:

APPLICATION DATE 09-Jan-25

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 31-Dec-24

FROM CONTRACTOR:

VIA ENGINEER:

Allan Myers
 1805 Berks Road, PO Box 98
 Worcester, PA 19490

Attn:

PROJECT NOS: 2420071

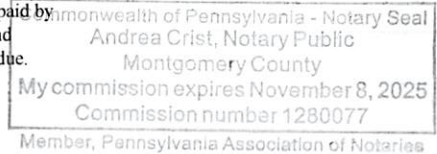
CONTRACT FOR: 2024 Mill & Overlay Project

CONTRACT DATE: 31-Mar-24

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.



CONTRACTOR: Allan Myers, L.P.

1. ORIGINAL CONTRACT SUM	\$	<u>736,919.80</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>736,919.80</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>716,815.66</u>
5. RETAINAGE:		
a. 0% of Completed Work	\$	<u>0.00</u>
b. 0% of Stored Material	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b)		
	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>716,815.66</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>680,974.88</u>
8. CURRENT PAYMENT DUE	\$	<u>35,840.78</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	<u> </u>

By: Collin Waters Date: 01/09/2025

State of: Pennsylvania County of: Montgomery
 Subscribed and sworn to before me this 9th day of January, 2025
 Notary Public: Andrea Crist
 My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 35,840.78

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 1/30/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

MAINTENANCE BOND

Know All Men By These Presents, that we, ALLAN MYERS, L.P.

_____, hereinafter called the PRINCIPAL,
(CONTRACTOR)

and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, hereinafter called
(SURETY)

the Surety, a corporation organized and existing under laws of the _____ State

of Illinois, are held and firmly bound unto WESTTOWN TOWNSHIP

_____, hereinafter called the OBLIGEE, as hereinafter
(OWNER)

set forth, in the full and just sum of Seventy-One Thousand Six Hundred Eighty-One and 57/100 -----

_____ Dollars (\$ 71,681.57 -----), lawful money
of the United States of America, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Witnesseth That:

Whereas, The PRINCIPAL heretofore submitted to the OBLIGEE a certain Proposal, dated

June 13, 2024, to perform the Work for the OBLIGEE, in connection with the
construction of Westtown Township 2024 Road Program – Job No. 2420071

_____ as set forth in the Contract Documents as prepared by WESTTOWN TOWNSHIP.

Now, Therefore, the condition of this Bond shall be such that: If the PRINCIPAL shall remedy, without cost to the OBLIGEE, all defects which may develop during the period of eighteen (18) months from the date of completion by the PRINCIPAL and final acceptance of the OBLIGEE of the Work performed in accordance with the Contract Documents, which defects, in the sole judgment of the OBLIGEE, shall be caused by or shall result from defective or inferior materials or workmanship, and if the PRINCIPAL shall satisfy all claims and demands arising from or related to such defects or growing out of such defects, and if the PRINCIPAL shall indemnify completely and shall save harmless the OBLIGEE from any and all costs and damages which the OBLIGEE may sustain or suffer by reason of the failure so to do; and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE may incur by reason of any such default or failure of the PRINCIPAL, then this Bond shall be void; otherwise, this Bond shall be and shall remain in full force and effect.

The PRINCIPAL and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the Work in accordance with the Contract Documents, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the Contract Documents, shall not release, in any manner whatsoever, the PRINCIPAL and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns from liability and obligations under this Bond; and the Surety for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

In Witness Whereof, the PRINCIPAL and the Surety cause this Bond to be signed,

sealed and delivered this 14th day of January, 2025.

(INDIVIDUAL PRINCIPAL)

Witness:

(Signature of Individual) (Seal)

Trading and doing business as

(PARTNERSHIP PRINCIPAL)

ALLAN MYERS, L.P.
(Name of Partnership)

Witness:

Donna Bernstiel
Donna Bernstiel, Assistant Secretary

By: Allan B Myers (Seal)
Partner

Allan B. Myers, COO
By: _____ (Seal)
Partner

By: _____ (Seal)
Partner

By: _____ (Seal)
Partner

(CORPORATION PRINCIPAL)

(Name of Corporation)

ATTEST:

By: _____
(Officer or *Authorized Representative)

Title: _____

Title: _____

(Corporate Seal)

Witness:

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

(CORPORATE SURETY)

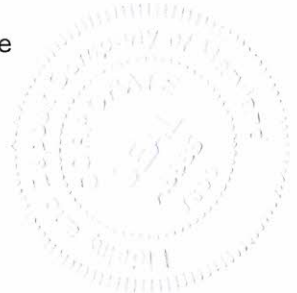
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Name of Corporation)

Witness:

Susan Metz
Susan Metz, Witness

**By: Julia R. Burnet
Julia R. Burnet, Attorney-in-Fact

**Attach an appropriate Power of Attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the Corporation.



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melissa J. HINDE, James M. DISCIULLO, John E. ROSENBERG, Harry C. ROSENBERG, Elizabeth P. CERVINI, David C. ROSENBERG, Matthew J. ROSENBERG, Denise M. BRUNO, Julia R. BURNET, Elizabeth B. PENDLETON, Jonathan F. BLACK, David A. JOHNSON, Stephanie S. HELMIG, all of Wayne, Pennsylvania,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 3rd day of October, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 3rd day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

**GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025**



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

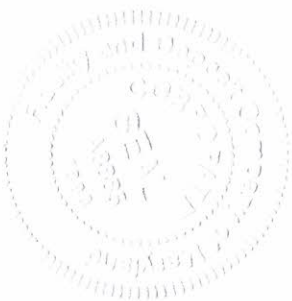
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of January, 2025.



MJ Pethick
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2023

ASSETS

Bonds.....	\$ 185,599,944
Stocks.....	17,844,130
Cash and Short-Term Investments.....	16,050,471
Reinsurance Recoverable.....	77,886,252
Federal Income Tax Recoverable.....	0
Other Accounts Receivable.....	3,369,205
TOTAL ADMITTED ASSETS.....	<u>\$ 300,750,002</u>

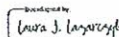
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 480,301
Ceded Reinsurance Premiums Payable.....	43,278,637
Remittances and Items Unallocated.....	868
Payable to parents, subs and affiliates.....	36,355,555
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES.....	<u>\$ 80,115,362</u>
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	<u>220,634,640</u>
Surplus as regards Policyholders.....	220,634,640
TOTAL.....	<u>\$ 300,750,002</u>

Securities carried at \$78,634,211 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2023 would be \$289,024,276 and surplus as regards policyholders \$208,908,914.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2023.


Laura J. Lazarczyk

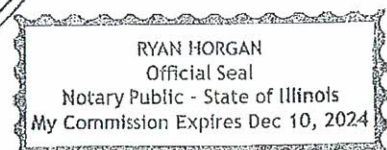
Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2024.



Notary Public





January 31, 2025

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

RE: Payment Recommendation No. 3 - **FINAL**
Thorne Drive Basin Retrofit
Westtown Township
0236-22-0395

Dear Ms. Carter,

Cedarville Engineering Group, LLC (CEG) has received Application and Certificate for Payment No. 1 from Eagle Contracting and Landscaping, Inc. (Eagle Contracting) who has been working on the Thorne Drive Basin Retrofit project in Westtown Township. This payment request was received electronically on November 21, 2024 in the amount of \$28,253.06 for the period starting October 2024 and ending November 2024.

During this pay period, Eagle Contracting and Landscaping, Inc. completed all work associated with this project, including final grading, landscaping, and planting of the site.

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

- The Application and Certification for Payment certifies the total amount due to the Contractor and the quantities placed for the project.
- The Maintenance Bond for the project.

Also included in this submission is Change Order 1, which adjusts the contract quantities and value based on field changes required during construction, changes to the type of plugs installed. Based on discussions with Eagle Contracting and the local nursery providing the plantings, due to the time of year the plantings were installed, a larger plug was recommended in order to help ensure the plantings survived the winter.

CEG is aware that the Chester County Conservation District has not terminated the NPDES permit for this project due to the site not meeting their criteria for reseeding being met. Due to the time of year, current weather conditions, and Eagle Contracting being listed as a co-permittee, CEG recommends this issue be addressed during the maintenance period, with the maintenance bond used to ensure this work is completed.

Cedarville Engineering Group, LLC

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





We recommend the Township consider payment to Eagle Contracting and Landscaping, Inc. in the amount of **\$28,253.06**. This payment constitutes complete and final payment for all work performed as part of this project.

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

Best Regards,
Cedarville Engineering Group, LLC

A handwritten signature in blue ink that reads "Kyle R. Turner" with a long horizontal flourish extending to the right.

Kyle R. Turner, P.E.
Project Manager

Enclosures

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



Contractor's Application for Payment No. #3

Application Period: October - November 2024	Application Date: 11.4.2024
To (Owner): Westtown Township	From (Contractor): Eagle Contracting & Landscaping Inc.
Project: Thorne Drive Basin Retrofit	Via (Engineer): Cedarville Engineering Group, LLC
Owner's Contract No.:	Contractor's Project No.:
	Engineer's Project No.: 0236-22-0395

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO #1	\$16,011.17	
CO #1		\$21,550.00
TOTALS	\$16,011.17	\$21,550.00
NET CHANGE BY CHANGE ORDERS	-\$5,538.83	

1. ORIGINAL CONTRACT PRICE.....	\$ 236,162.02
2. Net change by Change Orders.....	\$ -5,538.83
3. Current Contract Price (Line 1 ± 2).....	\$ 230,623.19
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 230,623.19
5. RETAINAGE:	
a. X \$230,623.19 Work Completed.....	\$ _____
b. X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5a + Line 5b).....	\$ _____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 230,623.18
7. LESS PREVIOUS INVOICES (Line 6 from prior Application).....	\$ 202,370.12
8. AMOUNT DUE THIS APPLICATION.....	\$ 28,253.06
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Michael McNabb, Pres Date: 11.4.2024

Payment of:	<div style="background-color: yellow; display: inline-block; padding: 0 20px;">\$28,253.06</div>
	(Line 8 or other - attach explanation of the other amount)
is recommended by:	<div style="display: flex; justify-content: space-around; width: 100%; height: 20px;"> <div style="border-bottom: 1px solid black; width: 45%;"></div> <div style="border-bottom: 1px solid black; width: 45%;"></div> </div> <div style="display: flex; justify-content: space-around; width: 100%;"> (Engineer) (Date) </div>

Stored Material Summary								Contractor's Application				
For (Contract):			Thorne Drive Basin Retrofit					Application Number:		#3		
Application Period:			October - November 2024					Application Date:		11.4.2024		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G	
					Stored Previously				Work Breakdown:			
					Date Installed (Month/Year)	Contract Amount (\$)	Percent Complete (%)		Materials (\$):	Labor (\$):	Materials Remaining in Storage (\$) (D + E - F)	
1				Mobilization and Demobilization		57,500.00	100%	\$57,500.00			\$ -	
2				Clearing, Grubbing, and Select Tree Removal		45,250.00	100%	\$45,250.00			\$ -	
3				Erosion and Sediment Control		15,750.00	100%	\$15,750.00			\$ -	
4				Wet Pond Excavation and Rough Grading		34,555.75	100%	\$34,555.75			\$ -	
5				Removal & Excavation of Existing Headwalls		7,291.27	100%	\$7,291.27			\$ -	
6				Furnish and Install 4'X2' Precast Concrete Outlet Control Structure with Grate Inlet, including trash rack, and 6" HDPE reverse pipe.		7,500.00	100%	\$7,500.00			\$ -	
7				Furnish and Install 42" Type DW Headwall		12,500.00	100%	\$12,500.00			\$ -	
8				Furnish and Install 30" Type DW Headwall		9,500.00	100%	\$9,500.00			\$ -	
9				Installation of 30" HDPE Pipe, including stone bedding, backfill, and MarMac PolySeal Exterior Coupler, or approved equal.		5,500.00					\$ 5,500.00	
10				Fine Grading and Reseeding		10,395.00	100%	\$10,395.00			\$ -	
11				Forebay French Drains		3,135.00	100%	\$3,135.00			\$ -	
12				Furnish and Install Riprap Apron		3,500.00	100%	\$3,500.00			\$ -	
13				Furnish and Install NAG ShoreMax with P550 TRM Underlayment, or approved equal.		6,250.00	100%	\$6,250.00			\$ -	
14				Erosion Control Matting, NAG S75, or approved equal.		1,485.00	100%	\$1,485.00			\$ -	
15				Plantings (Plugs)		1,050.00					\$ 1,050.00	
16				Allowance for Miscellaneous Work ordered by the Owner and/or Engineer		10,000.00					\$ 10,000.00	
17				Testing Allowance		5,000.00					\$ 5,000.00	
18				Changer Order #1:		16,011.17	100%	\$16,011.17			\$ -	
						-					\$ -	
						-					\$ -	
Totals						252,173.19		\$230,623.19	\$	-	\$ 21,550.00	

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

Project Scope Breakdown:

<u>Item:</u>	<u>Description:</u>	<u>Unit of Measure:</u>	<u>Bid Quantity:</u>	<u>Installed Quantity:</u>	<u>Percent Complete</u>	<u>Unit Price:</u>	<u>Total Bid Price:</u>	<u>Total Price Installed to Date:</u>
1	Mobilization and Demobilization	LS	1	1	100%	\$ 57,500.00	57,500.00	\$ 57,500.00
2	Clearing, Grubbing, and Select Tree Removal	LS	1	1	100%	\$ 45,250.00	45,250.00	\$ 45,250.00
3	Erosion and Sediment Control	LS	1	1	100%	\$ 15,750.00	15,750.00	\$ 15,750.00
4	Wet Pond Excavation and Rough Grading	CY	1385	1385	100%	\$ 24.95	34,555.75	\$ 34,555.75
5	Removal & Excavation of Existing Headwalls	LS	1	1	100%	\$ 7,291.27	7,291.27	\$ 7,291.27
6	Furnish and Install 4'X2' Precast Concrete Outlet Control Structure with Grate Inlet, including trash rack, and 6" HDPE reverse pipe.	EA	1	1	100%	\$ 7,500.00	7,500.00	\$ 7,500.00
7	Furnish and Install 42" Type DW Headwall	EA	1	1	100%	\$ 12,500.00	12,500.00	\$ 12,500.00
8	Furnish and Install 30" Type DW Headwall	EA	1	1	100%	\$ 9,500.00	9,500.00	\$ 9,500.00
9	Installation of 30" HDPE Pipe, including stone bedding, backfill, and MarMac PolySeal Exterior Coupler, or approved equal.	LF	20		0%	\$ 275.00	5,500.00	\$ -
10	Fine Grading and Reseeding	SY	3780	3780	100%	\$ 2.75	10,395.00	\$ 10,395.00
11	Forebay French Drains	LF	33	33	100%	\$ 95.00	3,135.00	\$ 3,135.00
12	Furnish and Install Riprap Apron	EA	1	1	100%	\$ 3,500.00	3,500.00	\$ 3,500.00
13	Furnish and Install NAG ShoreMax with P550 TRM Underlayment, or approved equal.	SY	50	50	100%	\$ 125.00	6,250.00	\$ 6,250.00
14	Erosion Control Matting, NAG S75, or approved equal.	SY	99	99	100%	\$ 15.00	1,485.00	\$ 1,485.00
15	Plantings (Plugs)	EA	70	0	0%	\$ 15.00	1,050.00	\$ -
16	Allowance for Miscellaneous Work ordered by the Owner and/or Engineer	LS	1		0%	\$ 10,000.00	10,000.00	\$ -
17	Testing Allowance	LS	1		0%	\$ 5,000.00	5,000.00	\$ -
18	Changer Order #1:	LS	1	1	100%	\$16,011.17	16,011.17	\$ 16,011.17

Original Contract Amount: _____

\$ 214,612.02

Change Order (s): _____

16,011.17

Total Contract Amount: _____

\$ 230,623.19

Amount Completed to Date: _____

\$ 230,623.19

Amount Under Budget: _____

\$ 5,538.83

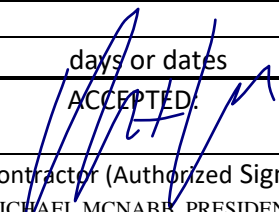
Date of Issuance: December 12, 2024	Effective Date: June 24, 2024
Owner: Westtown Township	Owner's Contract No.:
Contractor: Eagle Contracting Inc.	Contractor's Project No.:
Engineer: CEDARVILLE Engineering Group LLC	Engineer's Project No.: 236-22-0395
Project: Thorne Drive Basin Retrofit	Contract Name: Thorne Drive Basin Retrofit

The Contract is modified as follows upon execution of this Change Order:

Description: Removal of 30" HDPE pipe from the contract due to design changes, inclusion of additional work required due to conditions encountered during construction requiring design adjustments, and increase in plug size to ensure survival throughout the winter due to planting occurring late in the year.

Attachments: *Eagle Contracting Inc. Change Order #1, dated November 4, 2024, CEG Change Order Summary Sheet*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>236,162.02</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>236,162.02</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Decrease of this Change Order: \$ <u>5,538.83</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>230,623.19</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required) Title: Project Manager Date: 1/30/25	By: _____ Owner (Authorized Signature) Title: _____ Date: _____	By:  Contractor (Authorized Signature) MICHAEL MCNABB, PRESIDENT Date: 12.13.2024

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Eagle Contracting Inc.

1150 Boot Road
Downingtown, PA 19335



November 4th, 2024

Cedarville Engineering Group, Inc.
Pottstown, PA

RE: Thorne Drive Basin Retrofit
Change Order #1

Project Description:

Eagle Contracting Inc. (EC) is pleased to present the following Change Order for additions and deductions to the project scope.

Change Order #1:

1	Installation of 30" HDPE Pipe, including stone bedding, backfill, and MarMac PolySeal Exterior Coupler, or approved equal.	LF	0	\$	(275.00)	\$	-
2	Reduce 30" Endwall to 24" Endwall	EA	1	\$	(300.00)	\$	(300.00)
3	Add- Increase cost from R5 to R7 Rip Rap for original quantity of stone	Tons	20	\$	25.00	\$	500.00
4	Add- increase tonnage of additional R7 for increased rip rap apron	Tons	35	\$	95.00	\$	3,325.00
5	Add- additional matting around endwall #2	SY	199	\$	15.00	\$	2,986.67
6	Add- Low flow channel under shoremax-Laborers (2)	Hrs	12	\$	92.50	\$	1,110.00
7	Add- Low flow channel under shoemax-Excavator	Hrs	6	\$	185.00	\$	1,110.00
8	Large Plug Installation	LS	1	\$	7,279.50	\$	7,279.50

Total: **\$ 16,011.17**



Eagle Contracting Inc.

1150 Boot Road
Downingtown, PA 19335



I/WE AGREE WITH THE TERMS AND CONDITIONS OF THIS PROPOSAL AND AUTHORIZE EAGLE CONTRACTING INC. TO PROCEED WITH THE SCOPE OF SERVICES DESCRIBED HEREIN.

Client Signature

Date

Client Name

Date

Very Truly Yours,

Michael McNabb
President
Eagle Contracting Inc.

Ryan McNabb, P.E.
Project Manager
Eagle Contracting Inc.



Additions/Overages		Bid	Actual	Adjustment	Units	Unit Price	Total Cost
		Quantity	Quantity				
CO 1	See Eagle Contracting Change Order 1	0	1	1	LS	\$ 16,011.17	\$ 16,011.17
Total Additions/Overages							\$ 16,011.17

Deductions		Bid	Actual	Adjustment	Units	Unit Price	Total Cost
		Quantity	Quantity				
9	Installation of 30" HDPE Pipe, including stone bedding, backfill, and MarMac PolySeal Exterior Coupler, or approved equal.	20	0	-20	LF	\$ 275.00	\$ (5,500.00)
15	Plantings (Plugs)	70	0	-70	EA	\$ 15.00	\$ (1,050.00)
16	Allowance for Miscellaneous Work Ordered by the Owner and/or Engineer	1	0	-1	LS	\$ 10,000.00	\$ (10,000.00)
17	Testing Allowance	1	0	-1	LS	\$ 5,000.00	\$ (5,000.00)
Total Deductions							\$ (21,550.00)
Net Contract Change							\$ (5,538.83)

MAINTENANCE BOND

Know All Men By These Presents, that we, Eagle Contracting & Landscaping, Inc. DBA Eagle Contracting, Inc.
418 Fairmont Drive, Chester Springs, PA 19425, hereinafter called the PRINCIPAL,
 (CONTRACTOR)
 Old Republic Insurance Company
 and 445 S. Moorland Road, Suite 200, Brookfield, WI 53005, hereinafter called
 (SURETY)

the Surety, a corporation organized and existing under laws of the State
 of Pennsylvania, are held and firmly bound unto Westtown Township
1039 Wilmington Pike, West Chester, PA 19382, hereinafter called the OBLIGEE, as hereinafter
 (OWNER)

set forth, in the full and just sum of Twenty-Three Thousand Sixty-Two Dollars and 32/100
Dollars (\$ 23,062.32), lawful money
 of the United States of America, for the payment of which we bind ourselves, our heirs, executors,
 administrators, successors and assigns, jointly and severally, firmly by these presents.

Witnesseth That:

Whereas, The PRINCIPAL heretofore submitted to the OBLIGEE a certain Proposal, dated
June 11th, 2024, to perform the Work for the OBLIGEE, in connection with the
 construction of the Thorne Drive Basin Retrofit

as set forth in the Contract Documents as prepared by Cedarville Engineering Group, LLC

Now, Therefore, the condition of this Bond shall be such that: If the PRINCIPAL shall remedy, without cost to the OBLIGEE, all defects which may develop during the period of ^{Eighteen (18) Months} from the date of completion by the PRINCIPAL and final acceptance of the OBLIGEE of the Work performed in accordance with the Contract Documents, which defects, in the sole judgment of the OBLIGEE, shall be caused by or shall result from defective or inferior materials or workmanship, and if the PRINCIPAL shall satisfy all claims and demands arising from or related to such defects or growing out of such defects, and if the PRINCIPAL shall indemnify completely and shall save harmless the OBLIGEE from any and all costs and damages which the OBLIGEE may sustain or suffer by reason of the failure so to do; and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE may incur by reason of any such default or failure of the PRINCIPAL, then this Bond shall be void; otherwise, this Bond shall be and shall remain in full force and effect.

The PRINCIPAL and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the Work in accordance with the Contract Documents, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the Contract Documents, shall not release, in any manner whatsoever, the PRINCIPAL and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns from liability and obligations under this Bond; and the Surety for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

In Witness Whereof, the PRINCIPAL and the Surety cause this Bond to be signed,

sealed and delivered this 29th day of January, 2025.

(INDIVIDUAL PRINCIPAL)

Witness:

(Signature of Individual) (Seal)

Trading and doing business as

(PARTNERSHIP PRINCIPAL)

(Name of Partnership)

Witness:

By: _____ (Seal)
Partner

By: _____ (Seal)
Partner

By: _____ (Seal)
Partner

By: _____ (Seal)
Partner

(CORPORATION PRINCIPAL)

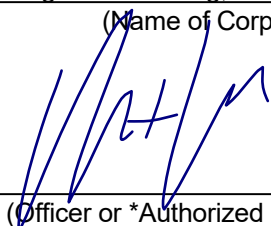
Eagle Contracting & Landscaping, Inc.
DBA Eagle Contracting, Inc.

(Name of Corporation)

ATTEST:



Title: MICHAEL MCNABB, PRESIDENT

By: 

(Officer or *Authorized Representative)

Title: Michael McNabb, President

(Corporate Seal)

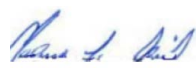
Witness:

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

(CORPORATE SURETY)

Old Republic Insurance Company
(Name of Corporation)

Witness:



Melissa F. Friel, Associate

**By: 

Attorney-in-Fact
Martin J. Hellman, Attorney-in-Fact



**Attach an appropriate Power of Attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the Corporation.



OLD REPUBLIC INSURANCE COMPANY

PCN7460208

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

MARTIN J. HELLMAN, MELISSA F. FRIEL of WEST CHESTER, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of August, 2022.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of August, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson

Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

72-6402

ORSC 11008 (6-93)

OAK RIDGE SURETY AGENCY, INC.



Signed and sealed at the City of Brookfield, WI this 29th day of January, 2025.



Karen J. Haffner

Assistant Secretary

OLD REPUBLIC INSURANCE COMPANY
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

ADMITTED ASSETS

Bonds	\$2,437,976,238
Common stocks	566,939,214
Cash, cash equivalents and short-term investments	120,772,726
Receivable for securities	8,372,909
Bonds, short-term investments and cash held under retrospective rating agreements	313,447,476
Premiums and considerations – uncollected premiums and agents’ balances in the course of collection	661,669,481
Deferred premiums, agents’ balances and installments booked but deferred and not yet due	8,211,420
Accrued retrospective premiums	215,155
Funds held by or deposited with reinsured companies	810,334
Other amounts receivable under reinsurance contracts	267,211
Amounts recoverable from reinsurers	161,419,217
Electronic data processing equipment and software	268,156
Investment income due and accrued	24,585,874
Current federal and foreign income tax recoverable and interest	0
Receivables from parent, subsidiaries and affiliates	20,198,502
Other assets	9,182,263
TOTAL ADMITTED ASSETS	\$4,334,336,176

LIABILITIES AND SURPLUS

Losses	\$1,175,443,072
Reinsurance payable on paid losses and loss adjustment expenses	15,013,008
Loss adjustment expenses	219,817,905
Commissions payable, contingent commissions and other similar charges	11,532,037
Other expenses (excluding taxes, licenses and fees)	25,048,132
Taxes, licenses and fees (excluding federal income taxes)	60,868,361
Current federal income taxes	538,479
Net deferred tax liability	15,458,464
Unearned premiums	339,360,098
Dividends declared and unpaid - policyholders	1,324,248
Advance premium	56,528
Ceded reinsurance premiums payable (net of ceding commissions)	535,492,366
Funds held by company under reinsurance treaties	102,697,887
Amounts withheld or retained by company for account of others	326,945,427
Remittances and items not allocated	33,987,377
Provision for reinsurance	48,258,841
Payable to parent, subsidiaries and affiliates	1,677,450
Other liabilities	13,087,200
TOTAL LIABILITIES	\$2,926,606,880
Common capital stock	3,800,004
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	1,145,059,870
SURPLUS AS REGARDS POLICYHOLDERS	\$1,407,729,296
TOTAL LIABILITIES AND SURPLUS	\$4,334,336,176

Securities carried at \$461,912,884 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Karen J. Haffner, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2023, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2023, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic, Vice President

Karen J. Haffner, Vice President

Sworn to and subscribed before me this 4th day of March, 2024.

Notary Public, State of Wisconsin

My Commission expires: July 31, 2027



Check Register

Westtown Township

31-Jan-25

From: 22-Jan-25 To: 03-Feb-25

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 General Fund - Univest					
18374	1/22/2025	405590	AG Industrial Inc.	\$2,526.26	O
18375	1/22/2025	405540	Albert Federico Consulting, LL	\$1,125.00	O
18376	1/22/2025	6038	Cedarville Engineering Group	\$48,323.69	O
18377	1/22/2025	6038	Cedarville Engineering Group	\$7,078.89	O
18378	1/22/2025	6038	Cedarville Engineering Group	\$160.75	O
18379	1/22/2025	1001	CRC Watersheds Assoc	\$500.00	O
18380	1/22/2025	7196	GreatAmerica Financial Svcs	\$223.00	O
18381	1/22/2025	7295	Mila Carter	\$148.00	O
18382	1/22/2025	1000074	NAPA AUTO PARTS	\$153.90	O
18383	1/22/2025	1000490	Specialty Mechanical Services	\$1,654.83	O
18384	1/22/2025	1000160	Steven W Dinkel	\$2,029.48	O
18385	1/22/2025	7	Westtown-East Goshen PD	\$295,764.14	O
18386	1/22/2025	1001277	Wisler Pearlstine, LLP	\$2,793.50	O
18387	1/22/2025	222	Brandywine Valley SPCA	\$460.00	O
18388	1/22/2025	178	CCATO (CC Assoc of Townshi	\$400.00	O
18389	1/22/2025	7191	Code Inspections Inc	\$49,236.98	O
18390	1/22/2025	588	PMRS	\$11,602.69	O
18391	1/27/2025	174	American Rock Salt Company	\$16,213.68	O
18392	1/27/2025	765	CCSIGA/P.Packard, Treasurer	\$55.00	O
18393	1/27/2025	1201	Charles A. Higgins & Sons, Inc	\$195.00	O
18394	1/27/2025	5547	CJs Tire & Automotive Svcs	\$484.47	O
18395	1/27/2025	7185	Eastern Salt Company Inc	\$9,162.40	O
18396	1/27/2025	179	FRED BEANS OF WEST CHE	\$183.96	O
18397	1/27/2025	878	Intercon Truck Equipment	\$64.62	O
18398	1/27/2025	1001025	John R. Hanna & Sons, LLC	\$125.12	O
18399	1/27/2025	1000074	NAPA AUTO PARTS	\$332.31	O
18400	1/27/2025	13	PECO Energy	\$4,995.11	O
18401	1/27/2025	13	PECO Energy	\$6,034.45	O
18402	1/27/2025	220	PSATS	\$2,717.00	O
18403	1/27/2025	980	USPS- Postmaster	\$2,546.79	O
18405	1/27/2025	7	Westtown-East Goshen PD	\$364,552.01	O
Bank Total:				\$831,843.03	
Bank Account: 4 Open Space Fund					
1010	1/22/2025	48	H. A. Weigand Inc	\$72.00	O
Bank Total:				\$72.00	
Bank Account: 8 Enterprise Fund - Univest					
1762	1/29/2025	1164	Univar Solutions USA, Inc.	\$2,394.32	O
1763	1/29/2025	5715	Xylem Dewatering Solutions In	\$1,000.00	O
Bank Total:				\$3,394.32	

Check Register**Westtown Township**

31-Jan-25

From: 22-Jan-25 To: 03-Feb-25

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 18 Capital Project Fund Univest					
1403	1/22/2025	1000479	Haverford Systems	\$6,598.12	O
			Bank Total:	\$6,598.12	
Bank Account: 19 ARPA Funds					
106	1/22/2025	406052	Pennoni	\$24,000.00	O
			Bank Total:	\$24,000.00	
			Total Of Checks:	\$865,907.47	