

WESTTOWN TOWNSHIP

1039 Wilmington Pike
West Chester, PA 19382
610-692-1930

Post Office Box 79
Westtown, PA 19395
FAX 610-692-9651

www.westtownpa.org

AGENDA

Westtown Township Board of Supervisors Virtual Workshop Agenda

**Westtown Township Municipal Building
1039 Wilmington Pike, Westtown**

Monday, October 19, 2020

Start time 6:30 pm

- 1. Executive Session**
 - a. Personnel**
- 2. Trail Initiative – Nick Rickards**
- 3. Traffic Signal Maintenance Agreements**
- 4. West Pleasant Grove Road Vehicle Restrictions**

From: [Nicholas Rickards](mailto:rpingar@westtown.org)
To: rpingar@westtown.org
Subject: Trail Initiative
Date: Tuesday, July 28, 2020 10:14:35 PM

Dear Robert,

I would like to put together an initiative to create a trail through Westtown, West Goshen, and beyond alongside the West Chester Branch Line path in a “Rail with Trail” configuration. My first focus will be on Westtown as I live in the Rustin Walk neighborhood and Westtown would have the largest section of the trail within its borders, a section which would span 1.75 miles of what could ultimately wind up being a 4.71 mile trail if all the traversed townships and municipalities in Chester County participated in the effort.

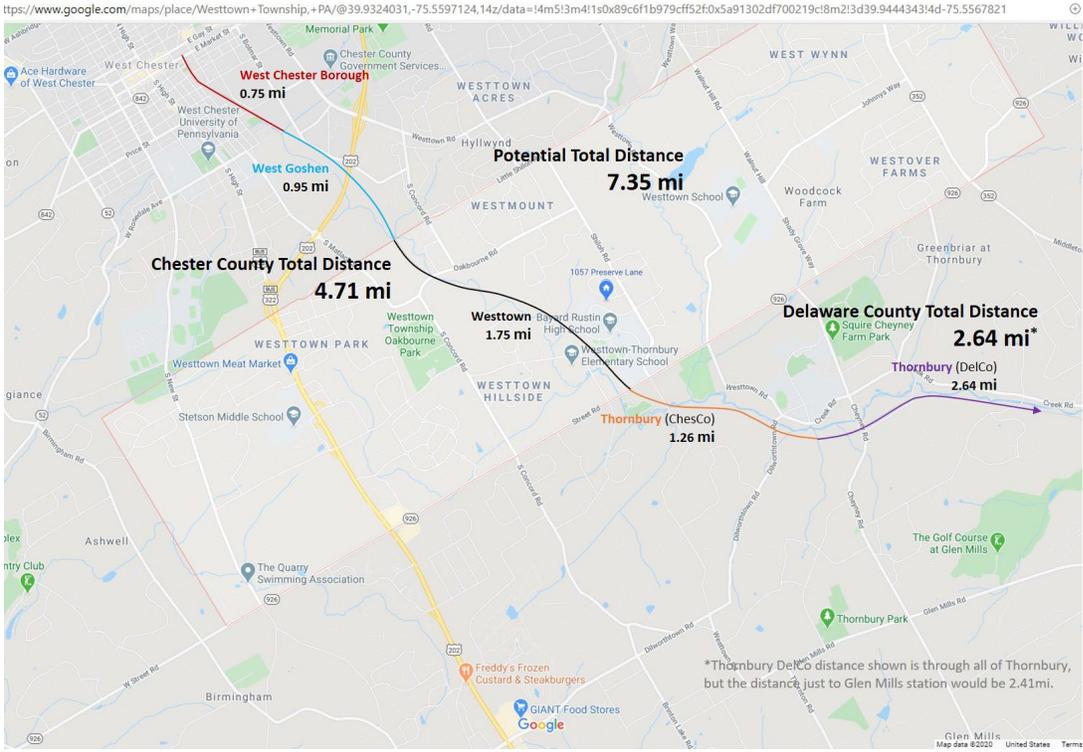
A trail in just Westtown would provide many benefits:

1. Environmentally-friendly travel to points-of-interest throughout the township (Rustin, WTE, Oakbourne Park, Wedgewood Swim Club)
2. Safe place for residents to get exercise through walking, jogging, running or biking
3. Provides a place for residents to connect with nature, learn and explore
4. Positive impact on property values and economic activity

Below is a rough map of the trail route. Keep in mind that the proposed trail configuration would be “Rail with Trail” meaning that the West Chester Branch line and any rail service on that line currently or planned for the future would be unimpacted. According to my review of the parcels in Westtown through which the line runs, there is plenty of space to add a trail. We would need to work with the County and the State to secure some of the financing and with SEPTA I believe. Communities in Delaware County have already been successful in working with SEPTA to create the Chester Creek Trail. (The section of the trail shown on the map that is north of Niels St in West Chester Borough is for illustrative purposes only and may need to take an alternate path due to a lack of space on the rail parcels.)

I’d like to discuss this initiative with you in the interest of working towards the township officially recognizing this initiative and putting it on the roadmap for future projects. I’m not sure what that process entails, but I know that many of the residents that I’ve spoken with in the community think it’s a good idea. Those with whom I have discussed this idea have been incredibly supportive and have volunteered to sign a petition with some already offering to help spread the word to increase community support.

Please let me know when you might have some time to discuss the initiative. I hope to hear back from you soon.



-Nick

Memo

TO: Board of Supervisors

FROM: JoAnne Grube

DATE: September 30, 2020

RE: Draft Joint Traffic Signal Agreements

Attached for your review are traffic signal maintenance agreements for Thornbury Chester County and Thornbury Delaware County. Historically, Westtown maintains all the joint traffic signals with both Thornbury Townships as well as the West Chester Area School District (Skiles Blvd-Stetson & Shiloh Road) and Wawa/LAB Marketplace Shopping Center. Westtown pays all the maintenance costs and annually bills 1/2 of the costs plus an administrative fee to the participating municipalities.

We have formalized agreements with WCASD, Wawa and LAB Marketplace. There is a very old Resolution for Thornbury CC's shared cost but it only applies to Rts. 202 & 926. Thornbury Delco has never had a maintenance agreement.

The Thornbury's have always paid their share of costs, although Judy questions the bill annually. Having a formalized agreement would resolve this issue.

These were crafted using the existing agreements as a template and they have been vetted by Pat McKenna. If the Board approves these drafts, we will present them to the respective Township Managers for their review and hopefully forwarded for adoption.

Let me know if you have any questions.

JoAnne

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

This **JOINT TRAFFIC SIGNAL MAINTENANCE AGREEMENT** (this "Agreement") is entered into on the _____ day of _____, 2020 by and between the TOWNSHIP OF WESTTOWN, CHESTER COUNTY, ("Westtown") and the TOWNSHIP OF THORNBURY, CHESTER COUNTY ("Thornbury CC"), both being municipal corporations organized and existing under the laws of the Commonwealth of Pennsylvania.

BACKGROUND

WHEREAS, Westtown and Thornbury CC share common municipal boundaries; and

WHEREAS, said municipal boundaries share the use of certain traffic signals ("Traffic Signals") at the following intersections:

- PA Route 926 and US Route 202 with Left Turn Signal
- PA Route 926 and Dalmally Road
- PA Route 926 and S. New Street
- PA Route 926 and S. Concord Road
- PA Route 926 and Westtown Road
- PA Route 926 and Shiloh Road

WHEREAS, the Traffic Signals are owned by Westtown; and

WHEREAS, Westtown has historically paid for all costs associated with the Traffic Signals; and

WHEREAS, Thornbury CC has historically reimbursed Westtown, upon receipt of invoicing, for a portion of the maintenance, repairs, upgrades, insurance, labor, and other direct costs associated with upkeep, plus a 15% administrative fee, for all of the Traffic Signals; and

WHEREAS, Westtown and Thornbury CC wish to enter into a written agreement regarding the allocations of maintenance responsibilities, energy costs, signal system upgrades, and labor costs associated with the Traffic Signals. Upgrades may include those necessary to enhance and augment intersection safety and capacity for vehicles and pedestrians at the Traffic Signals.

NOW, THEREFORE, in consideration of the following mutual promises and agreements and for other good and valuable consideration, the receipt and lawful sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **Incorporation of Recitals**. The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.
2. **Location**. The parties agree to assume the responsibility for payment of the costs, in the manner as set forth herein, relating to the maintenance and repair of the Traffic Signals, accessories, and appurtenances.

3. Future Shared Traffic Signals. This Agreement shall include any future shared Traffic Signals not already provided for herein along common municipal boundaries shared by Westtown and Thornbury CC.
4. Responsibility for Traffic Signals. The parties shall have the following responsibilities for the Traffic Signals:
 - A. Electrical Service Cost. The costs for electric service and power for the Traffic Signals shall be initially paid by Westtown and subsequently invoiced to Thornbury CC as provided herein.
 - B. Contract Maintenance Cost. Contract maintenance costs related to maintenance, repair, and replacement of the Traffic Signal shall be initially paid by Westtown and subsequently invoiced to Thornbury CC as provided herein.
 - C. Traffic Signal Upgrades Cost. The design and construction costs to implement upgrades to the Traffic Signals as may be necessary to enhance and augment intersection safety and capacity for vehicles and pedestrians, shall initially be paid by Westtown and subsequently invoiced to Thornbury CC as provided herein.
 - D. Insurance. The cost for insurance coverage for Traffic Signals shall initially be paid by Westtown Township and subsequently invoiced to Thornbury CC as provided herein.
 - E. Labor Costs. Any direct labor costs by Westtown Public Works on the Traffic Signals, shall be initially paid by Westtown and subsequently invoiced to Thornbury CC as provided herein.
 - F. Invoicing. Westtown shall invoice Thornbury CC for 50% of the actual amount paid by Westtown for all existing Traffic Signals and all future Traffic Signals along their common municipal boundary for costs incurred pursuant to Paragraphs 4.A through E above. Invoicing shall include a 15% administrative fee for Westtown.
 - G. Payment. Thornbury CC shall pay all invoice/s as set forth in Paragraph 4.F above within 45 days of receipt of said invoice/s.
5. Exercise of Powers. Westtown shall exercise its powers within its respective corporate jurisdiction in furtherance of maintenance and/or upgrades of the Traffic Signals and shall retain sole responsibility for its jurisdictional authority.
6. Effective Date. This Agreement shall become effective as of the date of the execution by each of the parties hereto.
7. Notices. Any notice under this Agreement shall be in writing and shall be deemed to be effective when personally served or deposited in the United States mail postage prepaid addressed to the parties at the respective address set forth below:

8.

To Westtown:
Township Manager
Westtown Township
PO Box 79
Westtown, PA 19395

To Thornbury:
Thornbury Township Chester County
8 Township Drive
Cheyney, PA 19319

9. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
10. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and may not be changed except by an amendment in writing signed by both parties.
11. Severability. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.
12. Further Assurances. Each party agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonable request from time to time in order to effect the provisions and purposes of this Agreement.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Westtown and Thornbury CC executed this Agreement the day and year first above written.

THE TOWNSHIP OF THORNBURY, CHESTER COUNTY
A Township of the Second Class

By its Board of Supervisors
Its duly elected governing body

By: _____

Name: _____

Title: _____

THE TOWNSHIP OF WESTTOWN, CHESTER COUNTY
A Township of the Second Class

By its Board of Supervisors
Its duly elected governing body

By: _____

Name: _____

Title: _____

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

This **JOINT TRAFFIC SIGNAL MAINTENANCE AGREEMENT** (this "Agreement") is entered into on the _____ day of _____, 2020 by and between the TOWNSHIP OF WESTTOWN, CHESTER COUNTY, ("Westtown") and the TOWNSHIP OF THORNBURY, DELAWARE COUNTY ("Thornbury DELCO"), both being municipal corporations organized and existing under the laws of the Commonwealth of Pennsylvania.

BACKGROUND

WHEREAS, Westtown and Thornbury DELCO share common municipal boundaries; and

WHEREAS, said municipal boundaries share the use of a certain traffic signal at the intersection of PA Route 926 and PA Route 352 ("Traffic Signal"); and

WHEREAS, the Traffic Signal is owned by Westtown; and

WHEREAS, Westtown has historically paid for all costs associated with the Traffic Signal; and

WHEREAS, Thornbury DELCO has historically reimbursed Westtown, upon receipt of invoicing, for 50% of the maintenance, repairs, upgrades, insurance, labor, and other direct costs associated with upkeep, plus a 15% administrative fee, for the Traffic Signal; and

WHEREAS, Westtown and Thornbury DELCO wish to enter into a written agreement regarding the allocations of maintenance responsibilities, energy costs, signal system upgrades, and labor costs associated with the Traffic Signal. Upgrades may include those necessary to enhance and augment intersection safety and capacity for vehicles and pedestrians at the Traffic Signal.

NOW, THEREFORE, in consideration of the following mutual promises and agreements and for other good and valuable consideration, the receipt and lawful sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **Incorporation of Recitals**. The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.
2. **Location**. The parties agree to assume the responsibility for payment of the costs, in the manner as set forth herein, relating to the maintenance and repair of the Traffic Signal, accessories, and appurtenances.
3. **Future Shared Traffic Signals**. This Agreement shall include any future shared Traffic Signals not already provided for herein common municipal boundaries shared by Westtown and Thornbury DELCO.

4. Responsibility for Traffic Signal/s. The parties shall have the following responsibilities for the Traffic Signal/s:
 - A. Electrical Service Cost. The costs for electric service and power for the Traffic Signal/s shall be initially paid by Westtown and subsequently invoiced to Thornbury DELCO as provided herein.
 - B. Contract Maintenance Cost. Contract maintenance costs related to maintenance, repair, and replacement of the Traffic Signal/s shall be initially paid by Westtown and subsequently invoiced to Thornbury DELCO as provided herein.
 - C. Traffic Signal Upgrades Cost. The design and construction costs to implement upgrades to the Traffic Signal/s as may be necessary to enhance and augment intersection safety and capacity for vehicles and pedestrians, shall initially be paid by Westtown and subsequently invoiced to Thornbury DELCO as provided herein.
 - D. Insurance. The cost for insurance coverage for Traffic Signal/s shall initially be paid by Westtown Township and subsequently invoiced to Thornbury DELCO as provided herein.
 - E. Labor Costs. Any direct labor costs by Westtown Public Works on the Traffic Signal/s, shall be initially paid by Westtown and subsequently invoiced to Thornbury DELCO as provided herein.
 - F. Invoicing. Westtown shall invoice Thornbury DELCO for 50% of the actual amount paid by Westtown for all existing Traffic Signals and all future Traffic Signals along their common municipal boundary for costs incurred pursuant to Paragraphs 4.A through E above. Invoicing shall include a 15% administrative fee for Westtown.
 - G. Payment. Thornbury DELCO shall pay all invoice/s as set forth in Paragraph 4.F above, within 45 days of receipt of said invoice/s.
5. Exercise of Powers. Westtown shall exercise its powers within its respective corporate jurisdiction in furtherance of maintenance and/or upgrades of the Traffic Signal(s) and shall retain sole responsibility for its jurisdictional authority.
6. Effective Date. This Agreement shall become effective as of the date of the execution by each of the parties hereto.
7. Notices. Any notice under this Agreement shall be in writing and shall be deemed to be effective when personally served or deposited in the United States mail postage prepaid addressed to the parties at the respective address set forth below:

To Westtown:
Township Manager

Westtown Township
PO Box 79
Westtown, PA 19395

To Thornbury DELCO:
Thornbury Township
6 Township Drive
Cheyney, PA 19319

8. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
9. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and may not be changed except by an amendment in writing signed by both parties.
10. Severability. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.
11. Further Assurances. Each party agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonable request from time to time in order to effect the provisions and purposes of this Agreement.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Westtown and Thornbury DELCO executed this Agreement the day and year first above written.

COUNTY

THE TOWNSHIP OF THORNBURY, DELAWARE

A Township of the Second Class

By its Board of Supervisors
Its duly elected governing body

By: _____

Name: _____

Title: _____

THE TOWNSHIP OF WESTTOWN, CHESTER COUNTY

A Township of the Second Class

By its Board of Supervisors
Its duly elected governing body

By: _____

Name: _____

Title: _____