EAST GOSHEN MUNICIPAL AUTHORITY

December 9, 2013 Monday 7:00 PM

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

a. Ask if anyone will be taping the meeting?

2. CHAIRMAN'S REPORT/OTHER MEMBERS REPORTS

3. APPROVAL OF MINUTES

a. November 11, 2013

4. APPROVAL OF INVOICES

a.	Gawthrop Greenwood	#113959	\$ 500.00
b.	Gawthrop Greenwood	#113960	\$ 831.71
c.	Pennoni #569529		\$ 367.50
d.	Pennoni #569530		\$ 401.50
e.	Pennoni #569531		\$ 3,031.25
f.	Pennoni #569532		\$ 4.376.50

- 5. <u>LIAISON REPORTS</u>
- 6. FINANCIAL REPORTS
 - a. November 2013 Reports
- 7. OLD BUSINESS

a.

- 8. GOALS
 - a. November Goals
- 9. NEW BUSINESS
 - a. Consider Pennoni 2014 Proposal
 - b. Consider Proposed Budget for 2014
 - c. Authorize Chairman to Execute Fifth Supplemental Lease

10. <u>CAPACITY REQUESTS</u>

a.

11. SEWER REPORTS

- a. Director of Public Works Report
- b. Pennoni Engineer's Report
- c. Big Fish Environmental Inc Report with DMR's
- d. East Goshen Township Flows for November 2013 having issues with new meters, I will have them next month.

- 12. ANY OTHER MATTER
- 13. CORRESPONDENCE AND REPORTS OF INTEREST
- 14. PUBLIC COMMENT
- 15. ADJOURNMENT

<u>Reminder</u> – NEWSLETTER ARTICLE SUBMISSION DUE DATES:

<u>Article Due Date</u>

<u>Website Posting Date</u>

1 draft 2 EAST GOSHEN TOWNSHIP MUNICIPAL AUTHORITY 3 **MEETING MINUTES** 4 November 11, 2013 5 6 The East Goshen Township Municipal Authority held their regular public meeting on Monday, 7 November 11, 2013 at 7:00 pm at the East Goshen Township building. Members in attendance were: Chairman Fran Beck, Dana Pizarro, Ed McAssey, Jack Yahraes and Kevin Cummings. 8 9 Also in attendance were: Rick Smith (Township Manager), Scott Towler (BFES), Bob Adams (Atty), Mike Ellis (Pennoni), and Mark Miller (Director of Public Works). 10 11 12 **COMMON ACRONYMS:** 13 BFES - Big Fish Environmental Services MA-Municipal Authority 14 BOS – Board of Supervisors NPDES – National Pollutant Discharge Elimination System 15 CB - Conservancy Board PC - Planning Commission 16 DEP – Department of Environmental Protection PR - Park & Recreation Board 17 EPA – Environmental protection Agency RCSTP - Ridley Creek Sewer Treatment Plant 18 HC - Historical Commission SBR - Sequencing Batch Reactor 19 I&I - Inflow & Infiltration SSO - Sanitary System Overflow 20 LCSTP - Lockwood Chase Sewer Treatment Plant WAS - Waste Activated Sludge 21 Call to Order & Pledge of Allegiance 22 Fran called the meeting to order at 7:00 pm and led those present in the Pledge of Allegiance. 23 24 There was a moment of silence to remember the troops and all veterans. Fran asked if anyone would be recording the meeting and there was no response. 25 26 Chairman's Report/Other Member's Reports 27 Dana reported that he attended a seminar about INI. He will forward the materials to Rick and 28 29 Mark. 30 31 **Approval of Minutes** The Chairman noted that the minutes of the October 14, 2013 meeting were approved as 32 33 corrected. 34 35 **Approval of Invoices** 1. Jack moved to approve payment of the following Pennoni invoices: 36 37 Pennoni #566093 105.00 38 b. Pennoni #566094 \$ 1,934.50 39 C. Pennoni #566095 \$ 7,597.75 40 d. Pennoni #567776 \$18,056.50 41 Pennoni #566097 680.00 Ed seconded the motion. The motion passed unanimously. 42 43 Ronald Smith App #2 for \$32,088.71. Jack moved to approve payment in the amount of \$32,088.71 for the Ronald Smith App#2. Dana seconded the motion. The motion 44 45 passed unanimously. 46 Dana moved to approve payment of the MGK Industries, Inc. #4487 for \$7,250.00. Kevin seconded the motion. The motion passed unanimously.

47

Jack moved to approve payment of the Gawthrop invoice for \$1,331.71. Dana seconded the motion. The motion passed unanimously.

2 3 4

1

Financial Reports

- 5 Jon Altshul's November 4, 2013 report - The Municipal Authority recorded \$2,562,102 in 6 revenues and \$957,570 in expenses in October, a difference of \$1,604,532. The fund balance is now \$1,655,909. The overwhelming majority of the expenditures and revenues this month were 7 related to the proceeds of the \$2.5 million DelVal note, which closed on October 15. 8
- That 20-year note closed with an interest rate of 3.049%. Interest on the note is now being paid 9 out of the sewer operating fund and the first principal payment is scheduled for October 2014. 10
- \$1.6 million is being retained by the Municipal Authority for the anticipated costs associated 11 with the Reservoir Road Pump Station project. The remaining balance of the loan proceeds 12
- (\$877,000 or \$900,000 minus the various costs of issuance) was transferred to the Sewer Sinking 13
- Fund (formerly the Sewer Capital Reserve Fund) as a reimbursement for the cost of the various 14 15
- diversion projects.
- In addition, \$67,552 in expenses was incurred for the Reserve pump station project; \$7,558 was 16
- incurred for the Hershey Mill pump station project; and \$2,020 was incurred for the Reservoir 17
- 18 Road pump station project.

19 20

Goals

- Kevin mentioned that he did submit an article for the Newsletter. 21 22
 - Ed will attend the 4th Quarter West Goshen meeting in December.

23 24

New Business

- 25 In a letter dated October 13, 2013, Maillie LLP, CPAs, described their audit objective and scope.
- The cost of the proposed audit will be \$10,800, which includes \$8,300 audit fee and \$2,500 due 26
- to the new bond issue and various construction projects. Jack moved to accept the proposal from 27
- 28 Maillie LLP for \$10,800. Dana seconded the motion. The motion passed unanimously.

29 30

Capacity Requests

- Patricia O'Neill, 1637 Manley Road, subdivision Rick explained that the resident wants to 31 32 subdivide one acre of her property. Kevin moved to authorize execution of the Sewer Capacity
- Reservation Agreement for Patricia O'Neill. Jack seconded the motion. The motion passed 33 34 unanimously.

35

37

36

Sewer Reports

1. Mark Miller, Director of Public Works -

- Meters: All meters were read on a daily basis. We are waiting on bands for the probes before 38
- 39 we can install the portable meters. 40 Pump Stations: Were visited on a daily basis.
- C.C. Collection: We cleaned and televised 4050 feet in the Meadows. We will begin cleaning 41
- and televising Supplee Valley on Thursday. We replaced all the castings and lids in Grand Oak, 42
- Clover Land and Heather Lane. We have been having problems with the Hershey Mill Pumping 43
- Station. It appears that the main controller for the pumps is failing. A new controller has been 44
- 45 ordered.

- R.C. Collection: The contractor has finished the sewer line at the Reserve. The new line was 1
- 2 televised by the contractor. The pump station was stripped out by the Public Works Dept. The
- 3 pumps were sent to Deckmans for the rebuild. They also will be changing the impellors for use
- at the Hunt Country Pump Station. 4
- I met with the property owner that backs up to the Hunt country Pump Station to explain the 5
- 6 renovations to the pump station. The resident was ok with what we are going to do.
- 7 R.C. Plant: No problems to report
- 8 Alarms: We received a total of 27 alarms in October.
- 9 PA One Calls: We received 86 PA One calls for the month of October.
- 10 Lateral repairs: 5 for the C.C. Collection
- 11 2 for the R.C. Collection
- **INI** report: On Thursday we tried out the new smoke tester on the Ridley Creek interceptor line. 12
- We also found a significant break in Supplee Valley and on Baldwin Drive. Repairs are 13
- 14 scheduled for Tuesday Nov. 12, 2013.

21

- Mark mentioned that they are done road paving. This winter the will do smoke testing 15
- throughout the township. They will send letters to the residents, and notify the fire company and 16 17 911.
- 18 Also, the Hersheys Mill Pump Station lost a flow meter which will cost about \$4,000. He turned 19 a claim in to the insurance company. 20
 - 2. Pennoni Mike Ellis gave the following report for October:
- 22 RCSTP - Pennoni continues to provide operations assistance as needed. No issues were brought 23 to our attention in October.
- Reserve PS Elimination We performed daily part-time construction observation of sewer 24
- installation, testing, pump station demolition, and restoration. We also reviewed and processed 25 26 Payment Application #2.
- Wastewater was diverted into the new sewers on October 15, 2013. All work on the project has 27
- been completed including restoration. Before recommending final payment, the contractor needs 28
- to provide a letter from their geotechnical engineering confirming adequate backfill compaction 29 30
- within the detention basin berm as well as written notification that they will return in the spring 31 to remove the filter sock along the creek.
- 32 Reservoir Road Pump Station Act 537 Plan - We have continued the topographic and existing
- conditions field survey of the proposed pump station parcel and proposed force main route to the 33 34
- tentatively proposed gravity sewer connection in Bow Tree. We made a PA One Call request and have received responses that utility providers are physically marking their facilities in the 35
- area of the proposed pump station and along the proposed force main route. Once all utilities are 36
- marked, we will complete the field survey and finalize the existing conditions plan. 37
- 38 Our modeling indicates the Ridley Creek interceptor likely does not have adequate capacity for
- 300,000 gpd from the pump station. Mark Miller has field confirmed the pipe sizes and 39 materials in the modeling, which are 15" diameter PVC. We are coordinating to obtain 40
- interceptor as-built plans in order to confirm modeled pipe slopes to determine if the model may 41
- be underestimating capacities. 42
- We have prepared and submitted conceptual scopes, mapping, and construction cost estimates 43
- 44 for five force main routing alternatives to the Township for review and discussion. The base
- alternative assumes no upgrades to any existing gravity interceptor sewers; whereas, the four 45
- other alternatives are based upon replacing approximately 1,000 L.F. of interceptor sewers with 46

- larger pipes. The Act 537 Plan will be completed and submitted to the review agencies after the 1 2
- routing and extents of the force main and sewer upgrades are determined.
- Semi-Annual I/I Report The semi-annual report was finalized and submitted to the Township. 3 4
- Hunt Country Pump Station We performed field visits with Mark Miller to both the Hunt 5
- Country and Reserve Pump Stations in late September to evaluate the feasibility of replacing the
- pumps, generator, and other equipment at the Hunt Country PS with the equipment the Township 6 7
- removed from the Reserve PS. We performed a cursory analysis of the design operating points
- 8 of the pumps based upon available information, and it appears the Reserve PS pumps are
- oversized for use in the Hunt country PS and will need smaller impellors. We are awaiting 9
- further design data on the Hunt Country PS system curve in order to determine the exact impellor 10 11 size required. We have prepared a draft memo summarizing our findings and recommendation. 12

3. Big Fish Environmental Services – The following is a summary of Scott's report for October 2013:

- Treatment Process Operation- During September 2013, there were no exceedances of the final 15 effluent discharge limitations for Outfall 001 and Outfall 002. 16
- 17 The monthly average total phosphorus concentration was 0.39 mg/L as compared to the
- discharge limitation of 0.5 mg/L. During the month, the final effluent total phosphorus 18
- concentration discharged ranged from 0.18 mg/L to 0/60 mg/L. Two additional samples were 19
- 20 collected and analyzed during the month.
- 21 Flow to Applebrook, Outfall 002, continued during September and mid-October.
- In October, Mike Brenner, Water Quality Specialist from PA DEP was on site to conduct a 22
- facility inspection. No Violations were observed. Overall, the report indicated that they facility 23 24 and final effluent are in good condition.
- During October, there are no exceedances of the permit limitations for Outfall 001 and Outfall 25 26 002.
- Transfer of treated effluent to the Applebrook Golf Course continued during mid-October. Flow 27
- was discontinued beginning October 15th and will remain off until the Spring of 2014. During 28
- October, the daily average for Outfall 002 was 135,600 gallons per day. Composite samples are 29 30
- collected at the influent doghouse manhole. The influent flow meter reading is collected from 31 the influent flow meter located prior to the Screening Building, excluding the internal recycle
- 32 flows.

13

14

- 33 SBRs 1, 3 and 4 were in service during October.
- Process monitoring of each SBR included ammonia as N, nitrite as N, nitrate as N, COD, SSV, 34
- MLSS and total phosphorus. Foam concentrations remained around the same concentration as 35
- September. Present surface area coverage during React Phase ranges from approx. 50 to 80%. 36
- The foam color remains as light to medium brown in color and averages 2 to 4 inches in depth. 37
- Daily monitoring of the influent and final effluent 24-hour composites samples for total 38 39
- phosphorus is ongoing. Daily analysis of the final effluent flow equalization grab sample is total
- phosphorus is ongoing. Sample collection and analysis of the influent wastewater collected at 40 41
- the influent pump station wet well is ongoing.
- Addition of aluminum sulfate solution to the SBRs to assist with phosphorus removal continued. 42
- The volume of aluminum sulfate solution to the SBRs was increased at beginning of October as 43 44
- total phosphorus concentrations in the SBRs during September were elevated. The dosages were 45
- gradually reduced after the first week in October to a daily average of 63 gallons per day at the
- 46 end of October.

- SBR #2 remains out of service as a treatment unit. The tank was partially filled during the storm 1
- 2 event.
- 3 Process Monitoring On-Line Instrumentation:
- Coordination with the Hach Company has been placed on hold until a demonstration unit 4
- 5 becomes available.
- During the month, sludge wasting to the sludge holding tanks and decanting of the sludge 6
- holding tanks was ongoing. Process monitoring includes pH, total alkalinity and total solids. 7
- Sludge holding tank #1 was in service. The level at the beginning of the month was 4.56 feet 8 9
- and the level at the end of the month was 9.77 feet. The initial total solids concentration was
- 0.80A% and ended the month as 0.93% total solids. 70,525 gallons of supernatant was decanted 10
- during the month. A total of 700 pounds of soda ash were added during the month for pH 11
- 12 adjustment.
- Sludge holding tank #2 was in service. The level at the beginning of the month was 10.69 feet 13
- 14 and the level at the end of the month was 8.44 feet. The initial total solids concentration was
- 1.07% and ended the month as 0.72% total solids. No supernatant was decanted during the 15
- month. A total of 750 pounds of soda ash were added during the month for pH adjustment. 16
- 17 No significant storms were experienced during October 2013.
- Minor Repairs and Preventative Maintenance 18
- 1. On October 1, 2013, disc filter #1 failed. Troubleshooting determined a failed UPS within 19
- the control panel. Temporarily rewired disc filter controls are allowing for operations should the 20 21 filter be required.
- 22 On October 1, 2013, identified three (3) of four (4) actuators for the intake louver located
- 23 within the SBR building blower room were not functioning as intended. Replacement of the
- 24 failed actuators is recommended.
- 25 3. On October 4, 2013, Allied Control Services (ACS) was on site to calibrate flow meters and 26 charts.
- 27 4. On October 4, 2013, Lenni Electric was on site and replaced the three (3) influent pump electrical service disconnects located at the influent wet well. 28
- 5. On October 8, 2013, the replacement UPS for disc filter #1 was installed. The disc filter was 29 30 returned to service.
- 31 On October 14, 2013, disc filter #1 backwash cycle run times were observed to be excessive and atypical. Troubleshooting determined that the level transducer failed. 32
- 7. On October 16, 2013, the telescopic valve for sludge tank #1 was observed to have a limited 33 34
- travel distance and not achieving the full travel distance of approx. 4 feet. The vendor will be contacted to investigate adjusting the telescopic valve control points to achieve the full travel 35
- 36 distance.
- On October 28, 2013, the replacement level transducer for disc filter #1 was installed. The 37 38 disc filter was returned to service.
- 39 9. On October 28, 2013, the Siemens HIM Control panel date was observed to be incorrect.
- The HIM Date and time were updated; however, the changes were observed to have returned to 40 an incorrect date on the following day. Gary Roberts form ICI will be contacted. 41
- 10. During the month of October, SBR #3 decanter was observed to have risen partially or 42
- completely out of the SBR water surface. The decanter was regularly filled with a return to its 43
- desired position within the SBR basin. Paul Christensen from Siemens will be contacted to assist 44
- towards identifying conditions which would result in the decanter's position being above the 45
- 46 water surface.

1	Scott provided a copy of the NPDES Compliance Inspection Report.
2	15 1 1 2 2 2 2 2 3 mphaneo inspection report.
3	Adjournment
4	There being no further business, Jack moved to adjourn the meeting. Dana seconded the motion
5	The motion passed unanimously. The meeting was adjourned at 7:40 pm.
6	5 was any mane at 7, 70 pm.
7	Respectfully submitted,
8	
9	
10	Ruth Kiefer
11	Recording Secretary



Gawthrop Greenwood, PC Attorneys at Law

17 East Gay Street, Suite 100 West Chester, PA 19381-0562 gglaw@gawthrop.com | www.gawthrop.c

(p) 610-696-822 (f) 610-344-092:

East Goshen Municipal Authority 1580 Paoli Pike West Chester PA 19380

Page: 1 10/31/2013

Client No:

6604D

Previous Balance	Fees	Expenses	Payments	Balance
6604-001 General Authority S				
220.00	500.00	0.00	-220.00	\$500.00
6604-009 DE Valley Regional	Finance Auth. \$2,500	0,000 Loan		
2,500.00	780.00	51.71	-2,500.00	\$831.71
2,720.00	1,280.00	51.71	-2,720.00	\$1,331.71



Gawthrop Greenwood, PC Attorneys at Law

17 East Gay Street, Suite 100 West Chester, PA 19381-0562 gglaw@gawthrop.com | www.gawthrop.c

(p) 610-696-822 (f) 610-344-092:

East Goshen Municipal Authority 1580 Paoli Pike West Chester PA 19380

Page: 1 10/31/2013

Client No: Invoice No. 6604-001M 113959

General Authority Services

Fees

				Hours	
10/11/2013 RFA	Review packet for Authority meeting of 10/14/13.			0.50	
10/14/2013 RFA	Attend regular meeting of Authority. For Current Services Rendered			2.00 2.50	500.00
Timekeepe Robert F. A		<u>Hours</u> 2.50	Hourly Rate \$200.00		<u>Total</u> \$500.00
	Previous Balance				\$220.00
	Total Current Charges				500.00
10/17/2013	Payment				-220.00
	Balance Due				\$500.00



Gawthrop Greenwood, PC Attorneys at Law

17 East Gay Street, Suite 100 West Chester, PA 19381-0562 gglaw@gawthrop.com

(p) 610-696-822 (f) 610-344-092 www.gawthrop.c

East Goshen Municipal Authority 1580 Paoli Pike West Chester PA 19380 Page: 1 10/31/2013

Client No: Invoice No. 6604-009D 113960

DE Valley Regional Finance Auth. \$2,500,000 Loan

Fees

10/15/2013				Hours	
RFA	Draft fifth supplemental lease between Authority a regarding 2013 guaranteed sewer revenue notes.	nd Township		1.80	360.00
10/16/2013 RFA	Review and revise fifth supplemental lease.			0.50	100.00
10/17/2013 RFA	Review message from L Calhoun regarding project fifth amendment to lease.	ct description	for	0.30	60.00
10/21/2013 RFA	Draft revision to fifth supplemental lease regarding improvements.	g project		0.40	80.00
10/22/2013 RFA	Message to R Smith and K Camp regarding fifth solease between Township and Authority.	upplemental		0.30	60.00
10/23/2013 RFA	Review changes to fifth supplemental lease by R S to R Smith and K Camp regarding final revisions. For Current Services Rendered	Smith; Messa	ge	0.60 3.90	120.00 780.00
Timekeeper Robert F. Ad		<u>Hours</u> 3.90	Hourly Rate \$200.00		<u>Total</u> \$780.00
	Expenses				
	Federal Express Corporation - R Adams to Carme Total Expenses	n Belefonte			51.71 51.71

· · · · East	Goshen Municipal Authority		Page: 2 10/31/2013
DE V	/alley Regional Finance Auth. \$2,500,000 Loan	Client No: Invoice No.	6604-009D 113960
	Previous Balance		\$2,500.00
	Total Current Charges		831.71
10/16/2013	Fee Payment		-2,500.00
	Balance Due		\$831.71



302-655-4451 Fax: 302-654-2895

Remit Payment To: Pennoni Associates Inc. P.O. Box 827328 Philadelphia, PA 19182-7328

East Goshen Municipal Authority

1580 Paoli Pike

West Chester, PA 19380-6199

Attention: Louis F. Smith, Twp Mgr.

Invoice #: 569529

Invoice Date: 11/18/2013 Project: EGMA1301

Project Name: 2013 General Services

For Services Rendered through: 11/3/2013

Attended October Municipal Authority meeting; and reviewed DEP's response letter regarding Applebrook GW monitoring and coordinated report submission schedule with Township.

Phase: **** -- Professional Services

Total Phase: **** -- Professional Services

Labor: 367.50

Expense: 0.00 Phase Total: 367.50

Amount Due This Invoice

\$367.50

13,000.00 Fee:

Prior Billings: 10,400.00 **Current Billings:** 367.50

Total Billings: 10,767.50

Phase: **** -- Professional Services

Labor Hours/

Class Units Rate Amount Senior Engineer 3.50 105.00 367.50

3.50 367.50 Labor Total:

Total Phase: **** -- Professional Services Labor: \$367.50

Expense: \$0.00

Total Project : EGMA1301 -- 2013 General Services \$367.50 Labor :

> \$0.00 Expense:

> > 75 12/6/13

East Goshen Municipal Authority EGMA1301 Invoice Summary Invoice Date 11/18/2013

Project: 2013 General Services

Pennoni Job No.: EGMA1301 Invoice No.: 569529

Invoice Period: 10/14/2013 to 11/03/2013
Initial Authorization: \$ 10,000.00 Date: 1/9/2013

Changes: \$ 3,000.00 Date:

\$ Contract Amount: 13,000.00 Previously Invoiced: \$ 10,400.00 \$ Current Invoice: 367.50 Invoiced to Date (\$): \$ 10,767.50 Invoiced to Date (%): 82.8% Remaining Budget (\$): 2,232.50 Remaining Budget (%): 17.2%

Budget by Phase:

Phase No. ****

2013 General

Phase Name : Services

\$ 13,000.00 Phase Budget: Previousy Invoiced: \$ 10,400.00 S Current Invoice: 367.50 Invoiced to Date (\$): \$ 10,767.50 Invoiced to Date (%): 82.8% \$ Remaining Budget (\$): 2,232.50 Remaining Budget (%): 17.2%

Comments: Prepared self-liquidating debt certification and 20-year financial projections for Authority for \$2.5M borrowing in coordination w/ J. Altshul and Calhoun-Baker; prepared Engineers Report for September MA meeting; attended August and September MA meetings; coordinated Hershey Mill PS Muffin Monster start-up assistance and inspection with Township and supplier.



302-655-4451 Fax: 302-654-2895

Remit Payment To: Pennoni Associates Inc. P.O. Box 827328 Philadelphia, PA 19182-7328

East Goshen Municipal Authority 1580 Paoli Pike

West Chester, PA 19380-6199

Attention: Louis F. Smith, Twp Mgr.

Invoice #: 569530

Invoice Date: 11/18/2013 Project: EGMA1302

Project Name: 2013 Semi-Annual I&I Reports

For Services Rendered through: 11/3/2013

FINAL INVOICE

Finalized semi-annual I/I report.

Phase: **** -- Professional Services

Total Phase: **** -- Professional Services

401.50 Labor:

Expense:

0.00 401.50

Phase Total:

Amount Due This Invoice

\$401.50

Fee:

10,000.00

Prior Billings:

9,594.00

Current Billings:

401.50

Total Billings: 9,995.50

Phase: *** -- Professional Services

Labor Total:

Total Phase: **** -- Professional Services

Labor Class

Hours/

Units Rate

73.00

Amount

Graduate Engineer

5.50 5.50

401.50 401.50

Labor :

\$401.50

Expense:

\$0.00

Total Project: EGMA1302 -- 2013 Semi-Annual I&I Reports

Labor:

\$401.50

Expense:

\$0.00

RS 12/6/17

East Goshen Municipal Authority EGMA1302 Invoice Summary Invoice Date 11/18/2013

Project: 2013 Semi-Annual I&I Reports

Pennoni Job No.: EGMA1302

Invoice No.: 569530

Invoice Period: 10/14/2013 to 11/03/2013

 Initial Authorization :
 \$ 10,000.00
 Date :
 1/16/2013

 Changes :
 \$ Date :

\$ **Contract Amount:** 10,000.00 \$ Previously Invoiced: 9,594.00 \$ Current Invoice: 401.50 Invoiced to Date (\$): \$ 9,995.50 Invoiced to Date (%): 99.9% Remaining Budget (\$): 4.50 Remaining Budget (%): 0.1%

Budget by Phase:

Phase No. ****

2013 Semi-

Phase Name: Annual 1&1

Phase Budget: 10,000.00 Previousy Invoiced: \$ 9,594.00 \$ **Current Invoice:** 401.50 Invoiced to Date (\$): \$ 9,995.00 Invoiced to Date (%): 99.9% \$ 4.50 Remaining Budget (\$): Remaining Budget (%): 0.1%

Comments: Analyzed portable meter data; obtained records of maintenance work and repairs, and began preparation of semi-annual I/I report.



INVOICE Newark, DE

302-655-4451 Fax: 302-654-2895

Remit Payment To: Pennoni Associates Inc. P.O. Box 827328 Philadelphia, PA 19182-7328

East Goshen Municipal Authority

1580 Paoli Pike

West Chester, PA 19380-6199

Attention: Louis F. Smith, Twp Mgr.

Invoice #: 569531

Invoice Date: 11/18/2013

Project: EGMA1306

Project Name: Reserve PS Diversion Construction

Þ

For Services Rendered through: 11/3/2013

Performed part-time on-site construction observation of sewer installation, manhole and sewer testing, diversion of wastewater into new sewer, pump station demolition, and site restoration; prepared punchlist; and reviewed preconstruction video to confirm damage to curbing was not caused by contractor.

Phase: **** -- Professional Services

Total Phase: **** -- Professional Services

Labor: 3,031.25

Expense: 0.00 Phase Total: 3,031.25

Amount Due This Invoice \$3,031.25

Fee: 20,000.00

 Prior Billings:
 10,498.50

 Current Billings:
 3,031.25

 Total Billings:
 13,529.75

Phase: **** -- Professional Services

Labor	Hours/		
Class	Units	Rate	Amount
Senior Engineer	5.75	105.00	603.75
Technical Specialist	29.00	75.00	2,175.00
Graduate Engineer	0.50	73.00	36.50
Engineering Technician II	3.00	72,00	216.00
Labor Total:	38.25		3.031.25

Total Phase: **** -- Professional Services Labor: \$3,031.25

Total Project : EGMA1306 -- Reserve PS Diversion Construction P Labor : \$3,031.25

Expense: \$0.00

Expense:

PS 12/6/17

\$0.00

East Goshen Municipal Authority EGMA1306 Invoice Summary Invoice Date 11/18/2013

Project : Reserve PS Diversion Construction

Pennoni Job No.: EGMA1306 Invoice No.: 569531

Invoice Period: 10/14/2013 to 11/03/2013

Initial Authorization: \$ 20,000.00 Date: 1/16/2013

Changes: \$ - Date:

Contract Amount: \$ 20,000.00 Previously Invoiced: \$ 10,498.50 Current Invoice: 3,031.25 Invoiced to Date (\$): 13,529.75 Invoiced to Date (%): 67.6% \$ Remaining Budget (\$): 6,470.25 Remaining Budget (%): 32.4%

Budget by Phase:

Phase No. ****

Professional

Phase Name : Services

Phase Budget: 20,000.00 Previousy Invoiced: \$ 10,498.50 **Current Invoice:** 3,031,25 Invoiced to Date (\$): \$ 13,529.75 Invoiced to Date (%): 67.6% Remaining Budget (\$): \$ 6,470.25 Remaining Budget (%): 32.4%

Comments: Performed part-time on-site construction observation of clearing and installation of E&S controls; performed pre-construction tasks including issuing Notice to Proceed with Construction, attending a pre-construction meeting, reviewing shop drawings, preparing survey CAD file for contractor's stakeout, and notification to County Conservation District of project start.



INVOICE Newark, DE 302-655-4451 Fax: 302-654-2895

Remit Payment To: Pennoni Associates Inc. P.O. Box 827328 Philadelphia, PA 19182-7328

East Goshen Municipal Authority 1580 Paoli Pike West Chester, PA 19380-6199 Attention: Louis F. Smith, Twp Mgr. Invoice #: 569532 Invoice Date: 11/18/2013 Project: EGMA1307

Project Name: Reservoir Rd PS Act 537 Planning

For Services Rendered through: 11/3/2013

Continued field survey of existing conditions and topography along proposed force main route on Strasburg Road; began preparation of existing conditions plan; and initiated Act 537 Plan alternatives analysis of force main routing locations & extents and gravity interceptor sewer upgrades.

Phase: 02 -- Existing Conditions Survey

Total Phase: 02 -- Existing Conditions Survey

Labor: 3,981.50

Expense: 0.00

Phase Total: 3,981.50

Phase: 03 -- Act 537 Plan Update

Total Phase: 03 -- Act 537 Plan Update Labor:

Labor: 395.00 Expense: 0.00

Phase Total: 395.00

Amount Due This Invoice \$4,376.50

RS 12/6/17

Continued on next page...

INVOICES DUE ON RECEIPT. Invoices outstanding over 30 days will have a Service Charge of 1 1/2% per month.

...Continued from previous page

Labor Total:

Phase: 02 Existing	Conditions Survey
--------------------	-------------------

Labor	Hours/			
Class	Units	Rate		Amount
Principal Surveyor	11.50	105.00		1,207.50
Senior Survey Technician	16.00	82.00		1,312.00
Survey Technician	21.50	68.00		1,462.00
Labor Total:	49.00			3,981.50
Total Phase : 02 Existing Conditions Survey			Labor : Expense :	\$3,981.50 \$0.00
Total Phase : 02 Existing Conditions Survey Phase : 03 Act 537 Plan Update			Labor : Expense :	\$3,981.50 \$0.00
TO BUT I SHE WAS A SHE WAS	Hours/			•
Phase : 03 Act 537 Plan Update	Hours/ Units	Rate		•
Phase : 03 Act 537 Plan Update Labor		Rate 105.00		\$0.00

Total Phase: 03 Act 537 Plan Update	Labor :	\$395.00
	Expense:	\$0.00

4.00

Total Project: EGMA1307 Reservoir Rd PS Act 537 Planning	l abov i	\$4,376.50
Total Project : Edwarsor Reservoir Ru PS Act 537 Planning	Labor :	φ 4 ,376.30

395.00

East Goshen Municipal Authority EGMA1307 Invoice Summary Invoice Date 11/18/2013

Date:

Project: Reservoir Rd PS Act 537 Planning

Pennoni Job No.: EGMA1307 Invoice No.: 569532

Invoice Period: 10/14/2013 to 11/03/2013

Initial Authorization: \$ 77,400.00 Date: 1/16/2013 \$

\$ **Contract Amount:** 77,400.00 Previously Invoiced: \$ 20,076.25 Current Invoice: 4,376.50 Invoiced to Date (\$): 22,452.75 Invoiced to Date (%): 31.59% Remaining Budget (\$): 54,947.25 Remaining Budget (%): 68.41%

Budget by Phase:

Changes:

Phase No.

Professional

Phase Name: Services

77,400.00 Phase Budget: Previousy Invoiced: \$ 20,076.25 **Current Invoice:** \$ 4,376.50 Invoiced to Date (\$): 22,452.75 Invoiced to Date (%): 31.59% Remaining Budget (\$): \$ 54,947.25 Remaining Budget (%): 68.41%

omments : Performed preliminary data gathering and research for wetlands delineation and field survey, and initiated preparation of Act 537 Plan report.



December 3, 2013

EGMA 1400

Rick Smith, Township Manager East Goshen Township 1580 Paoli Pike West Chester, PA 19380

Re:

Fee Schedule for Year 2014 and Annual Services East Goshen Township Municipal Authority Chester County, Pennsylvania

Dear Rick:

Pennoni Associates Inc. is proud to serve East Goshen Municipal Authority as a client, and we look forward to working with you again in 2014. We have enjoyed the challenging projects this year, and we cherish the relationships we have formed with the Authority, the Township, and the community. We respectfully request reappointment as Authority Engineer for 2014.

The proposed rates shown below for 2014 include a modest adjustment for certain classifications while other classifications remain unchanged. The rate for Authority Engineer, which was last adjusted in 2011, includes an approximately 3% increase from \$110/hr to \$113/hr. The rates for Senior Engineer, Staff Engineer, and Engineering Technician II, which were last adjusted in 2010, include 3% to 4% increases. These increases are: Senior Engineer from \$105/hr to \$108/hr, Staff Engineer from \$85/hr to \$88/hr, and Engineering Technician II from \$72/hr to \$75/hr. The Graduate Engineer rate is proposed to increase approximately 3% from \$73/hr to \$75/hr. The rates for Project Engineer, Associate Engineer, and Engineering Technician I remain unchanged.

While our company has many employee classifications, these are the classifications most frequently utilized in performing tasks for our municipal clients. We assign the most appropriate level staff competent to perform the work effort requested. Please note that we have added classifications for Senior Survey Technician and Survey Technician to this list for 2014, which include approximately 3% increases over rates previously billed for these classifications but which were not formally included in the rates schedule. The rate for a 2-Person Survey Crew is the sum of these two classifications at \$156/hr.

Authority Engineer	\$113/hr
Senior Engineer	\$108/hr
Project Engineer	\$95/hr
Staff Engineer	\$88/hr
Associate Engineer	\$83/hr
Graduate Engineer	\$75/hr
Engineering Technician II	\$75/hr
Engineering Technician I	\$65/hr
Senior Survey Technician	\$86/hr
Survey Technician	\$70/hr

As part of our responsibilities to the Authority as the Appointed Engineer, we will provide the following professional services to the Authority:

- Participation in monthly meetings of the Authority Board
- Preparation of the semi-annual sewer report in March and September.
- Continuing support in I&I reduction with sewer meter data review and periodic reports internal to the Authority.
- Preparation of the annual Chapter 94 Municipal Waste Load Management Reports.
- Consultation on issues on behalf of the Authority

The estimated total fee for annual services is \$35,000, to be billed on an hourly basis at the above rates. We have allocated the budget as follows. The estimated fee for each activity fees has been increased by approximately 3% from the respective 2013 fee.

•	Monthly meetings and general consultation	\$10,300
•	Semi-annual I/I reports	\$10,300
•	Chapter 94 reports	\$14,400

Similar to previous years, we will establish separate accounts for each project listed above, and each project will be invoiced separately. Other projects outside of general services, as requested, will be proposed separately and at the approved rates schedule. We look forward to serving the Authority in 2014. If you have any questions, please feel free to contact me at (302) 655-4451.

Sincerely,

PENNONI ASSOCIATES INC.

Michael J. Ellis, PE Authority Engineer

Memo

To: Municipal Authority

From: Jon Altshul

Re: 2014 Municipal Authority Proposed Budget

Date: November 18, 2013

Attached please find a proposed 2014 budget for the Municipal Authority.

Revenues

• This budget proposes revenues of \$147,471, including \$124,000 from Chester Creek Tapping Fees (Goshen Meadows) & \$21,444 from Ridley Creek Tapping Fees (Colonial Lane).

- Because of the projected tapping fees, no transfer from the sewer operating fund is necessary to cover administrative expenses.
- Interest income is projected to increase sharply as a result of the proceeds of the 2013 notes that will not be spent until 2015.

Expenses

- Auditing expenses in 2014 are expected to increase to \$10,800 to reflect additional work surrounding the sale of the 2013 DelVal notes.
- \$35,525 is budgeted for miscellaneous operating engineering services.
- \$75,000 is budgeted for engineering for the new Reservoir Road pump station project, which will be paid for from the proceeds of the 2013 bonds.

The projected fund balance at the end of 2014 is expected to be \$1,632,577. The majority of this amount (\$1.525 million) will represent the remaining balance of the proceeds from the 2013 notes, which will be spent on the Reservoir Road pump station construction in 2015.

I recommend that the Municipal Authority approve the proposed budget.

MUNICIPAL AUTHORITY-2014 PROPOSED BUDGET

Account Title	Acct #	2013 Budget	YTD Actual through 9/30/13	2013 Year- End Projection	2014 Proposed	\$ Increase 2013 Proj- 2014 Prop	% Increase 2013 Proj- 2014 Prop
BEGINNING FUND BALANCE		61,884	61,884	61,884	1,677,433		
REVENUE							
INTEREST EARNINGS	07341 1000	50	24	27	27	t	t
INTEREST EARNED - RCSTP EXPANSION	07341 1020	50	34	40	2,000	1,960	4900%
C.C. TAPPING FEES	07364 1100	128,000	í	1	124,000	124,000	
R.C.TAPPING FEES	07364 1110	2,000	13,292	13,292	21,444	8,152	61%
CONNECTION FEES - SEWER	07364 1130	ſ	1,690	1,690		(1,690)	
MISCELLANEOUS REVENUE	07380 1000	1,000	423	500		(500)	
TRANSFER FROM SEWER OPERATING	07392 0500	121,696	39,000	126,606	1	(126,606)	
LOAN PROCEEDS-SEWER PROJECT	07392 0804	992,470	1	2,490,000	ı	(2,490,000)	
TRANSFER FROM SEWER CAP RESERVE	07392 0900	829,769	563,000	856,801		(856,801)	
TOTAL REVENUE		2,075,035	617,463	3,488,956	147,471	(3,341,485)	-96%
EXPENSES							
ADMINISTRATIVE WAGES	07424 1400	33,547	23,941	31,921	32,768	847	
MISCELLANEOUS EXPENSE	07424 3000	5,000	1,578	3,000	4,000	1,000	
MUNIC.AUTHAUDITING	07424 3110	8,843	8,100	8,100	10,800	2,700	
ENGINEERING SERVICES	07424 3130	35,000	32,146	42,862	35,525	(7,337)	
LEGAL SERVICES	07424 3140	7,000	10,661	14,000	7,000	(7,000)	
MANHOLE COVER REPLACEMENTS	07424 7405	17,000	t	17,000	ı	(17,000)	
C.C. CAPITAL- COLLECTION	07424 7420	100,000	ı	100,000		(100,000)	
R.C. CAPITAL-STP	07424 7440	1	ı	f		ı	
R.C. CAPITAL - COLLECTION	07424 7450	1	í	,		1	
R.CCAP. PROJENGINEER	07424 7451	ı	ı	1		ı	
R.C. CAP EXPANSION GEN'L CONTRACTOR	07424 7452	ī	,	t		t	

		1,632,577	1,677,433	51,376	203,984		YEAR END FUND BALANCE
		(44,857)	1,615,549	(10,508)	142,100		NET RESULT FROM OPERATIONS
-87%	(1,681,079)	192,328	1,873,407	627,971	1,932,935		TOTAL EXPENSES
-100%	(890,000)		890,000	1	992,470	07492 0990	TRANSFER TO AUTHORITY CAP FUND
	į		ī	ı	5,583	07472 1010	M.AR.C. INTEREST
-15%	(888)	5,115	6,003	ı	6,003	07472 1000	M.CDVRFA-INTEREST PAYMN
7%	1,400	22,120	20,720	1	20,720	07471 1000	M.CDVRFA-DEBT SERVICE
	ı	1	1	ı		07428 2000	RESERVOIR PUMP STATION - CONSTRUCTION
	75,000	75,000	ι	1	1	07428 1000	RESERVOIR PUMP STATION - ENGINEER
	(125,000)		125,000	1	125,000	07427 2000	RESERVE PUMP STATION - CONSTRUCTION
	(25,000)		25,000	19,594	25,000	07427 1000	RESERVE PUMP STATION - ENGINEER
	(180,000)		180,000	159,763	180,000	07426 2000	HERSHEY MILL STATION - CONSTRUCTION
	(35,000)		35,000	25,042	35,000	07426 1000	HERSHEY MILL STATION - ENGINEER
	(250,000)		250,000	228,317	250,000	07425 2000	MARYDELL PUMP STATION -CONSTRUCTION
	(51,304)		51,304	51,304	31,000	07425 1000	MARYDELL PUMP STATION - ENGINEER
	(12,166)		12,166	12,166	ŧ	07424 7477	LOCHWOOD ELIMINATION PHASE 2
	(55,769)		55,769	49,796	55,769	07424 7476	LOCHWOOD ABANDONMENT CONSTRUCTION
	(5,563)		5,563	5,563		07424 7475	LOCHWOOD ABANDONMENT ENGINEER
	ı		1	ı	1	07424 7455	R.C. CAP EXP CONTINGENCY ONGOING
	1		1	ı	1	07424 7454	R.C. CAP EXP CONTINGENCY CAPITAL
	ŧ		1	1	i	07424 7453	R.C. CAP EXPANSION - ELECTRICAL

EAST GOSHEN MUNICIPAL AUTHORITY EAST GOSHEN TOWNSHIP

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

December 4, 2013

To:

Municipal Authority

From:

Mark Miller

Re:

November 2013 Monthly Report

Meters:

All meters were read on a daily basis. The portable flow meters are scheduled to be installed next week at their new locations as discussed

with Mike Ellis.

Pump Stations:

Were visited on a daily basis.

C.C. Collection:

We found two significant breaks two weeks ago; one on Baldwin Drive approx 25 to 30,000 gallons per day. The other was on the Interceptor line 75 to 100,000 gallons per day. I found another one last week which could be another 15 to 20,000 gallons a day.

The break on the Interceptor turned out to be rather challenging, when we excavated the manhole and the line we found that the manhole had a significant crack that ran ¾'s of the way around the manhole. We also found that the manhole did not have an anti floater device and the manhole has actually tilted causing the 8" pipe to break.

Rick and I decided to backfill the manhole and order a new manhole and piping. Prior to backfilling we installed a sump pump and pipe to begin dewatering around the clock with a 4" diesel powered pump until the new manhole was delivered.

Once the manhole was delivered we built a dam in the Chester Creek to bypass the stream to alleviate the chance of the stream coming into our hole. While we made the repairs a 12" pump was utilized from Godwin Pump along with a 6" pump to bypass the Interceptor line. The crew did a good job replacing the manhole and piping which began at 8:00 am Wednesday and finishing up at 5:30 pm.

Prior to the work taking place Mike Ellis applied for an emergency repair permit from the DEP who came out to the site to make an inspection. Mike and I met them on site to go over the scope of work. One of the inspectors had a problem with us making a temporary road thru the wetlands. I explained it was necessary to get materials in and that we would restore the property when we were done.

I have attached pictures from beginning to the end including restoration.

While preparing Grand Oak and Bittersweet Developments for paving we noticed several holes missing sewer caps; several needed new piping, we replaced 8 caps.

R.C. Collection:

We will begin grouting and raising manholes new week.

R.C. Plant:

We had to pull pump #2 on the utility water system, the pump was sent to Deckmans for repairs.

Alarms:

We received a total of 28 alarms in November.

PA One Calls:

We received 85 PA One calls for the month of October.

Lateral Repairs:

8 cap replacements for the C.C. Collection



MEMORANDUM

TO:

East Goshen Municipal Authority Board

Rick Smith, Township Manager

FROM:

Michael Ellis, P.E.

Authority Engineer

DATE:

December 5, 2013

SUBJECT:

Engineer's Report

Invoices

• Invoices with summaries are provided under separate cover.

Ridley Creek Sewage Treatment Plant (RCSTP)

 Pennoni continues to provide operations assistance as needed. No issues were brought to our attention in November.

Reserve PS Elimination

We are awaiting several contract closeout documents from the contractor before we will
recommend final payment including as-built plans, a letter from the geotechnical
engineer confirming adequate backfill compaction within the detention basin berm,
written notification that they will return in the spring to remove the filter sock along the
creek, contractor's release, statement of surety, and maintenance bond.

Reservoir Road Pump Station Act 537 Plan

- We completed the topographic and existing conditions field survey of the proposed pump station parcel and proposed force main route to the tentatively proposed gravity sewer connection in Bow Tree (along Strasburg Road and N. Chester Road). We are coordinating with the various utility providers to obtain copies of their utility plans. Once these plans are received, we will finalize the existing conditions plan.
- We met with Rick Smith and Mark Miller to evaluate force main routing alternatives. The preferred approach is a variation of Alternative 2 from our November 8, 2013 alternatives memo. This alternative involves running the force main an additional approximately 3,000 l.f. to tie directly into the Ridley Creek interceptor sewer. An odor control chemical feed system would not be needed under this alternative. A cost-benefit analysis will be performed to evaluate the savings from not having an odor control system over an approx. 20 year timeframe versus the additional construction cost for a 3,000 l.f. longer force main.

EGMA 1301

A couple variations of the originally proposed force main route between the pump station site and Bow Tree will be evaluated. There are numerous major utility conflicts at the intersection of Strasburg Road and N. Chester Road so we are evaluating other force main routes to avoid this intersection that will not significantly increase construction cost (and may actually be less costly) via existing easements and/or rights-of-way. Additionally, we will be contacting the utility companies to determine what the restrictions would be for crossing and/or running parallel to their pipes and conduits.

- The additional 3,000 l.f. of force main and any alternative routing from the original scope will require additional wetlands delineations and field survey.
- We are tentatively targeting to have the utility coordination and routing determination made before the January Municipal Authority meeting.

Chester Creek Interceptor Manhole Replacement

 We assisted the Township with scope determination and emergency permitting with PADEP for the replacement of the cracked manhole on the Chester Creek interceptor sewer. Permitting included temporary stream diversion of the East Branch Chester Creek via bypass pumping.



Monthly Operations Report: November 2013

Treatment Process Operation

During October 2013, there were no exceedances of the final effluent discharge limitations for outfall 001 and Outfall 002. Table 1 illustrates the final effluent composite sample data reported for the October 2013 eDMR.

Table 1

	Octo	ber 2	013 - F	inal E	fflue	nt - 0	ut Fa	II 001			
NPDES Permit	Flow	СВ	OD _s	т	SS	NI	H ₄ -N	10000 10000	orus,Total ng/L	Fecal C	oliform
Discharge Limitations	MGD Average	mg/L	lbs/ month	mg/L	lbs/ month	mg/L	lbs/ month	mg/L	lbs/ month	Geo Mean	Geo Mean
	0.75	20	125	21	131	7	44	0.5	3	200	1,000
C-1/2/2/1	Instantaneous Maximum	40		42					1-1		2,000
Sample Date											
October 3, 2013	0.146	2.3	2.8	9	11	0.421	0.51	0.32	0.39	1	0.0000
October 7, 2013	0.227	2.0	3.8	2	4	0.10	0.19	0.16	0.30	1	0.0000
October 17, 2013	0.369	2.2	6.8	2	6	0.10	0.31	0.34	1.05	1	0.0000
October 22, 2013	0.206	2.0	3.4	1	2	0.12	0.20	0.24	0.41	1	0.0000
October 29, 2013	0.248	3.1	6.4	3.0	6	0.147	0.30	0.34	0.70	1	0.0000
Average	0.2392	2.3	4.6	3	6	0.177	0.30	0.28	0.57	1	0.0000
Minimum	0.1460	2.0	2.8	1	2	0.100	0.19	0.16	0.30	1	0.0000
Maximum	0.3690	3.1	6.8	9	11	0.421	0.51	0.34	1.05	1	0.0000

The monthly average total phosphorus concentration was 0.28 mg/L as compared to the discharge limitation of 0.5 mg/L. During the month, the final effluent total phosphorus concentration discharged ranged from 0.16 mg/L to 0.34 mg/L.

Flow to Applebrook, Outfall 002, continued until mid-October. Table 2 illustrates the data reported for the October 2013 eDMR.



Table 2

				lanie	4						
	Octo	ber 2	2013 - /	Apple	broo	k - O	ut Fall	002			
	Flow	СВ	OD ₅	т	SS	NI	H ₄ -N	P 150 300	orus,Total ng/L	Fecal C	oliform
NPDES Permit Discharge Limitations	MGD Average	mg/L	lbs/ month	mg/L	lbs/ month	mg/L	lbs/ month	mg/L	lbs/ month	Geo Mean	Geo Mean
	0.75	20	125	21	131	7	44	0.5	3	200	1,000
	Instantaneous Maximum	40		42	n'i	71			12.7	200	2,000
Sample Date											
October 3, 2013	0.1407	2.3	2.7	9	11	0.421	0.49	0.32	0.38	1	0.0000
October 7, 2013	0.1482	2.0	2.5	2	2	0.100	0.12	0.16	0.20	1	0.0000
October 17, 2013	0.0000					0.1100	- Ciac	0.10	0.20	-	0.0000
October 22, 2013	0.0000					No Di	scharg	6			
October 29, 2013	0.0000						Jenaig				
Average	0.0578	2.2	2.6	6	7	0.261	0.31	0.24	0.29	1	0.0000
Minimum	0.0000	2.0	2.5	2	2	0.100	0.12	0.16	0.20	1	0.0000
Maximum	0.1482	2.3	2.7	9	11	0.421	0.49	0.32	0.38	1	0.0000

Table 3 illustrates the influent wastewater pollutant loadings for October 2013. The influent loadings remained within the treatment facility design loadings.

Table 3

	0	ctobe	r 2013	- Infl		Mact	towate			_	_
Davies Basis	Flow		DD _s		ss		H ₄ -N		l, mg/L		rus,Total g/L
Design Basis		mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day
	MGD Average	335	2,098	320	2,001	32	200	48	301	9.1	57
Sample Date	1		1-11-11						302	3.1	3/
October 3, 2013	0.337	138	388	168	472	24.5	69	42	118	4.8	13
October 7, 2013	0.462	178	500	150	421	33.9	95	47.9	135	6	17
October 17, 2013	0.365	120	337	184	517	33.0	93	49.3	139	6.2	17
October 22, 2013	0.338	181	509	156	438	31.3	88	49.6	139	6.1	17
October 29, 2013	0.335	271	761	208	584	37.8	106	57.5	161.5604	7.9	22
Average	0.3675	178	499	173	487	32.1	90	49.3	138	6.2	17
Minimum	0.3352	120	337	150	421	24.5	69	42.0	118	4.8	13
Maximum	0.4620	271	761	208	584	37.8	106	57.5	162	7.9	22



On October 2013, Mike Brenner, Water Quality Specialist from PA DEP was on site to conduct a facility inspection. No violations were observed.

During the month of During November 2013, there are no anticipated exceedances of the permitted effluent discharge limitations. Table 4 presents the final effluent data for the month of November 2013.

Table 4

	Noven	nber :	2013 -	Final	-	ent -	Out F	all 00	1		
NDDSOR	Flow	СВ	OD ₅	Ţ	ss	N	I ₄ -N	In such the	orus,Total ng/L	Fecal C	oliform
NPDES Permit Discharge Limitations	MGD Average	mg/L	lbs/ month	mg/L	lbs/ month	mg/L	lbs/ month	mg/L	lbs/ month	Geo Mean	Geo Mean
	0.75	20	125	21	131	7	44	0.5	3	200	1,000
	Instantaneous Maximum	40		42							7,555
Sample Date											
November 5, 2013	0.353	2.0	5.9	3	9	0.120	0.35	0.31	0.91	1	0.0000
November 12, 2013	0.318	2.6	6.9	5	13	0.10	0.27	0.34	0.90	1	0.0000
November 19, 2013	0.395	2.0	6.6	3	10	0.176	0.58	0.25	0.82	1	0.0000
November 26, 2013	0.403									1	0.0000
Average	0.3673	2.2	6.5	4	11	0.132	0.40	0.30	0.88	1	0.0000
Minimum	0.3180	2.0	5.9	3	9	0.100	0.27	0.25	0.82	1	0.0000
Maximum	0.4030	2,6	6.9	5	13	0.176	0.58	0.34	0.91	1	0.0000

During November, there was no discharge to Applebrook.

The influent wastewater pollutant concentrations and loading entering the wastewater treatment facility remained within the design concentrations and loadings. Composite samples are collected at the influent doghouse manhole and influent wet well. The influent flow meter reading is collected from the influent flow meter located prior to the Screening Building, excluding the internal recycle flows.

Table 6 presents the available pollutant data for the influent wastewater collected at the doghouse manhole.



Table 6

	No	vemb	er 201	3 - In	fluent	Was	stewa	ter			
2.3.2.5	Flow	В	DD _s	7	ss	NI	H ₄ -N	TKN	, mg/L	1 2 2 2 2 2 2 2 2	rus,Total, g/L
Design Basis		mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day
	MGD Average	335	2,098	320	2,001	32	200	48	301	9.1	57
Sample Date											-
November 5, 2013	0.344	134	385	306	878	29.4	84	59.1	170	7	20
November 12, 2013	0.300	195	560	168	482	25,8	74	41.2	118	4.6	13
November 19, 2013	0.321	204	585	242	694	30.4	87			6.9	20
November 26, 2013	0.465			294	844						
Average	0.3575	178	510	253	725	28.5	82	50.2	144	6.2	18
Minimum	0.3003	134	385	168	482	25.8	74	41.2	118	4.6	13
Maximum	0.4646	204	585	306	878	30.4	87	59.1	170	7.0	20

Sequencing batch reactors (SBRs) numbered 1, 3 and 4 were in service during the month of November. SBR number 2 was periodically placed in service during the week of November 25th to assist with managing influent flows when SBR number 3 effluent valve actuator was malfunctioning.

Process monitoring of each SBR included ammonia as N, nitrite as N, Nitrate as N, COD, SSV, MLSS and total phosphorus. Foam concentrations remained around the same concentration as during October. Present surface area coverage during React Phase ranges from approximately 60 to 80%. The foam color remains as light to medium brown in color and averages 2 to 4 inches in depth

Daily monitoring of the influent and final effluent 24-hour composites samples for total phosphorus is ongoing. Daily analysis of the final effluent flow equalization grab sample is total phosphorus is ongoing. Sample collection and analysis of the influent wastewater collected at the influent pump station wet well is ongoing.

Addition of aluminum sulfate solution to the SBRs to assist with phosphorus removal continued. The volume of aluminum sulfate solution to the SBRs was decreased at during November. The addition of soda ash to the SBRs to assist



with maintain desired pH concentrations above 7.0 standard units continued during the month.

SBR No. 2 remains out of service as a treatment unit.

During the month, the decanter for SBR 3 was observed to have been extended above the water level. The effluent knife valve was routinely closed and the decanter filled with water to assist with lowering the decanter within the water level. The frequency of occurrence ranged from one to several occurrences during the month. If an effluent nozzle is partiality or completely opened at all times, the entry of air within the decanter could occur resulting with the decanter extending above the water level. The SBR is planned to be removed from service during mid-December for inspection of the effluent decanter nozzles.

Process Monitoring On-Line Instrumentation:

Representatives from the Hach Company will be on site on December 17, 2013 at 9:00 AM to discuss the proposed pilot study of the RTC online analyzer.

Flow data:

No	vember 2013	
Flow Meter Location	Total Volume for Month, MGD	Average Daily Flow, gpd
Influent Wastewater to Screening Building	10.828	360,938
Influent Wastewater to SBRs	11.927	397,552
Internal Recycle	1.098	36,614
Treated Effluent to Disc Filters	11.212	373,995
Final Effluent Discharge	10.956	365,210
Applebrook Golf Course	0	0

Chemical Usage:

	November 2013	
Chemical	Daily Average	Total Monthly
Soda Ash	328	9,850
Magnesium Hydroxide	0 gpd	0 gallons
Aluminum Sulfate solution	63.4	1,902
Polymer (centrifuge)	9*	126 gallons

^{*}Fourteen (14) days of centrifuge operation



Solids Dewatering and Disposal: November 2013

Sludge Dew	atering Summary
Gallons of sludge dewatered	239,579 gallons
Average Dewatered Total Solids, %	NA ⁺
Wet Tons	NA ⁺
Dry Tons	NA ⁺
Number of dumpsters	4*

^{*}A total of four (4) dumpsters were filled during November, however, only three (3) were removed offsite during November. The further dumpster was removed off site on December 2, 2013.

During the month, sludge wasting to the sludge holding tanks and decanting of the sludge holding tanks was ongoing. Process monitoring included pH, total alkalinity and total solids.

Sludge holding tank No. 1 was in service. The level at the beginning of the month was 9.82 feet and the level at the end of the month was 6.73 feet. The initial total solids concentration were 0.92% and ended the month as 0.63% total solids. Zero gallons of supernatant were decanted during the month. A total of 400 pounds of soda ash were added during the month for pH adjustment.

Sludge holding tank No. 2 was in service. The level at the beginning of the month was 9.28 feet and the level at the end of the month was 10.15 feet. The initial total solids concentration were 0.79% and ended the month as 0.86% total solids. A total of 91,875 gallons of supernatant were decanted during the month. A total of 650 pounds of soda ash were added during the month for pH adjustment.

Significant Storm Events

No significant storms were experienced during the month of November 2013.

Minor Repairs and Preventative Maintenance

- On November 9, 2013, the utility water system was removed to service. Identified no power to control panel. When power was applied, the control panel immediately tripped off. Mark Miller arranged for Lenni Electric to correct the problem.
- On November 9, 2013, replaced the sensor caps for LDO probes in SDBRs 1, 3, and 4. Calibrated LDO meters.

⁺The solids handling data from the laboratory was unavailable at the time of preparing this report.



- On November 18, 2013, Lenni Electric on site to repair the utility water electric failure. The utility water system was returned to service with on pump online.
- On November 19, 2013, responded to Siemens panel alarm, checked home computer SBR # 3 effluent valve failed to open. Placed SBR 2 on line during troubleshooting and implementation of corrective actions. Valve return to intended operational mode.
- On November 21, 2013, responded to Siemens panel alarm for SBR 3 effluent valve failed to close. Adjusted valve and returned valve appeared to operation.
- On November 25, 2013, responded to Siemens panel alarm for SBR 4 maximum decant alarm.
- On November 27, 2013, respond to Siemens panel alarm for SBR 3 effluent valve failed to open. Valve failed to open or close through manual operation. Adjusted valve and confirm operation on hand mode. Remained on site to observe valve operate in automatic mode. Valve was observed to be functioning as intended.
- On November 29, 2013, SBR 3 valve failed to open. SBR 2 placed on line. Contacted Tri-State to arrange for a Technician to report to the facility to assist with repairing the actuator. Tri-State repaired the valve. During the visit, the motor for SBR 2 effluent actuator was determined to require replacement (SBR 2 actuator was previously the actuator from SBR 3)

Memo

To:

Municipal Authority

From: Jon Altshul

Re:

MA November Financial Reports

Date:

December 5, 2013

The Municipal Authority recorded \$40,337 in revenues and \$61,114 in expenses in November, a difference of -\$20,778 (rounded). The fund balance is now \$1,635,119.

\$39,686 of the expenses were related to the Reserve Pump Station and an additional \$18,057 were engineering costs associated with the Reservoir Road Pump Station. Most of the revenue came from a \$40,000 transfer from the sewer sinking fund.

Note that the beginning fund balance was revised downwards by \$12 from what was reported to you as the ending fund balance last month. This was due to a \$12 incoming wire fee assessed by Susquehanna Bank on the proceeds of the DelVal note that was not recorded until last month.

A complete list of all monthly expenses is provided.

EAST GOSHEN TOWNSHIP WEST CHESTER, PA Municipal Authority November 2013 1580 PAOLI PIKE

		Month To Date	Year 10 Date
Acct #	Budget	Actual	Actual
		1,655,896.70 ***	**
07341 1020	50.00	135.06	270.14
07392 0800	0.00	0.00	0.00
	50.00	135.06	270.14
074247451	0.00	0.00	0.00
07424 7452	0.00	0.00	0.00
07424 7453	0.00	0.00	0.00
07424 7454	0.00	0.00	0.00
07424 7455	0.00	0.00	0.00
07424 7456	0.00	0.00	0.00
07492 0550	0.00	0.00	877,000.00
07492 0990	992,470.00	0.00	0.00
	992,470.00	0.00	877,000.00
	(992,420.00)	135.06	(876,729.86)
	Acct # 07341 1020 07392 0800 07424 7451 07424 7452 07424 7453 07424 7454 07424 7455 07424 7456 07492 0550 07492 0990	Annual Budget Budget 50.00 2 0800 0.00 4 7451 4 7452 4 7453 0.00 4 7454 0.00 4 7455 0.00 2 090 992,470.00 992,420.00)	Annual Mid Budget Budget 50.00 2 0800 0 000 50.00 4 7451 0 000 4 7452 0 000 4 7454 0 000 4 7455 0 000 4 7456 0 000 2 0550 992,470.00 992,420.00)

EAST GOSHEN TOWNSHIP WEST CHESTER, PA Municipal Authority November 2013 1580 PAOLI PIKE

OPERATING NET RESULT	TOTAL EXPENSES	M.CDVRFA-INTEREST PAYMN	M.CDVRFA-INTEREST PAYMN	M.CDVRFA-DEBT SERVICE	LEGAL SERVICES	ENGINEERING SERVICES	MUNICAUTHAUDITING	MISCELLANEOUS EXPENSE	ADMINISTRATIVE WAGES	EXPENSES	TOTAL REVENUE	TRANSFER FROM SEWER OPERATING	MISCELLANEOUS REVENUE	CONNECTION FEES - SEWER	R.C.TAPPING FEES	C.C. TAPPING FEES	INTEREST EARNINGS	REVENUE	OPERATING BUDGET	Account Title
		07472 1010	07472 1000	07471 1000	07424 3140	07424 3130	07424 3110	07424 3000	07424 1400			07392 0500	07380 1000	07364 1130	07364 1110	07364 1100	07341 1000			Acct #
131,050.00	121,696.00	5,583.00	6,003.00	20,720.00	7,000.00	35,000.00	8,843.00	5,000.00	33,547.00		252,746.00	121,696.00	1,000.00	0.00	2,000.00	128,000.00	50.00			Annual Budget
(3,169,63)	3,371.21	0.00	0.00	0.00	1,331.71	2,039.50	0.00	0.00	0.00		201.58	0.00	0.00	0.00	0.00	200.00	1.58			Month To Date Actual
(2,618.56)	83,250.19	0.00	0.00	0.00	12,212.73	37,306.25	8,100.00	1,690.13	23,941.08		80,631.63	65,000.00	423.36	1,689.64	13,292.00	200.00	26.63			Year To Date Actual

EAST GOSHEN TOWNSHIP Municipal Authority WEST CHESTER, PA November 2013 1580 PAOLI PIKE

		Annual	Month To Date	Year To Date
Account Title	Acct #	Budget	Actual	Actual
CAPITAL BUDGET				
REVENUE LOAN PROCEEDS-SEWER PROJECT TBANKEER EROM SEWER CAP RESERVE	07393 1001 07392 0900	992,470.00 829,769.00	0.00	2,477,000.00 662,000.00
TOTAL REVENUE		1,822,239.00	40,000.00	3,139,000.00
EXPENSES				
MARYDELL PUMP STATION - ENGINEER	07425 1000	250,000.00	0.00	228,317,41
MANHOLE COVER REPLACEMENTS	07424.7405	17,000.00	0.00	0.00
C.C. CAPITAL - COLLECTION	07424.7420	100,000.00	0.00	0.00
LOCHWOOD ABANDONMENT ENGINEER	07424 7475	0.00	0.00	5,562.75
I OCHWOOD ABANDONMENT CONSTRUCTION	07424 7476	55,769.00	0.00	49,796.16
LOCHWOOD ELIMINATION PHASE 2	07424 7477	0.00	0.00	12,165.62
HERSHEY MILL STATION - ENGINEER	07426 1000	35,000.00	0.00	25,349.99
HERSHEY MILL STATION - CONSTRUCTION	07426 2000	180,000.00	0.00	167,012.62
RESERVE PUMP STATION - ENGINEER	07427 1000	25,000.00	7,597.75	30,092.51
RESERVE PUMP STATION - CONSTRUCTION	07427 2000	125,000.00	32,088.71	96,739.78
RESERVOIR PUMP STATION - ENGINEER	07428 1000	0.00	18,056.50	20,076.25
RESERVOIR PUMP STATION CONSTRUCTION	07428 2000	0.00	0.00	0.00
TOTAL EXPENSES		818,769.00	57,742.96	686,416.83
CAPITAL NET RESULT		1,003,470.00		(17,742.96) 2,452,583.17

^{***}The beginning fund balance is \$12 less than the October ending fund balance due to a \$12.00 bank fee recorded on 11/13 MUNICIPAL AUTHORITY ENDING FUND BALANCE

1,635,119.17

1

Report Date 12/05/13

MGRP18 run by BRIAN

8 : 36 AM

Acct #	Per Src	Trx #	Debits	Credits	Beg/End Bal	Date	Check/Ref #	ID #	Name/Description
07341-1000	INTEREST 1301 JE		S	0.74	0.00	02/05/13	INTEREST		INTEREST EARNED JANUARY 2013 07 FUND
	1302	36396	0.00	0.74 0.48	-0.74	03/04/13	INTEREST		INTEREST EARNED FEB. 2013 07 FUND
	1303	36759	0.00		-1.22	04/02/13	INTEREST		INTEREST EARNED MARCH 2013 07 FUND
	1304	37177	0.00	0.92 3.20 5.60		05/01/13	INTEREST		INTEREST EARNED APRIL 2013 07100.1000 INTEREST EARNED APRIL 2013
		37178							07 CONTRUCTION FUND
	1305	37710	0.00		-10.94 !		INTEREST		INTEREST EARNED MAY 2013 07 FUND
	1306	38150	0.00	1.52 5.24	-12.46	07/02/13	INTEREST		INTEREST EARNED JUNE 2013 07 FUND
	1307	38593	0.00	2.1		08/02/13	INTEREST		INTEREST EARNED JULY 2013 07100.1000
	1308	39012	0.00	2.1	5 -19.85 O	5	INTEREST		INTEREST EARNED AUGUST 2013 07100.1000
	1309	39401	0.00		0 -22.15 2		3 INTEREST		INTEREST EARNED SEPTEMBER 2013 07100.1000
	1310	39804	0.00	1.5			3 INTEREST		INTEREST EARNED OCTOBER 2013 07 FUND
	1311	40135	0.00	1.3			3 INTEREST		INTEREST EARNED NOVEMBER 2013 7100.1000
			0.00	1.5	8 -26.6	3			
			0.00	26.6	3 -26.6	3			

Report Date 12/05/13

MGRP18 run by BRIAN 8 : 37 AM

Acct #	Per S	Src	Trx # I			Beg/End Bal		Check/Ref #	ID #	Name/Description
	INTERE		EARNED - 36011		NSION	0.00	02/05/13			INTEREST EARNED JANUARY 2013 07 CONSTRUCTION FUND
	1302		36397		4.9		03/04/13			INTEREST EARNED FEB.2013 07 CONSTRUCTION FUND
	1303		36760		4.9	1 -8.88	04/02/13			INTEREST EARNED MARCH 2013 07 CONSTRUCTION FUND
	1305		37711	0.00	3.9 22.2	7 -12.85 6	06/04/13			INTEREST EARNED MAY 2013 07 CONSTRUCTION FUND
	1306		37953 38151	0.00 17.88	22.2	6 -35.11	06/20/13	ADJUSTMENT		ADJUSTMENT TO MAY 2013 INTEREST INTEREST EARNED JUNE 2013
	1307		38594	17.88		 96 -21.19 96	08/02/13			07 CONSTRUCTION FUND INTEREST EARNED JULY 2013 07 CONSTRUCTION FUND
	1308		39013	0.00	4.	 66 -25.85 25	,	INTEREST		INTEREST EARNED AUGUST 2013 07 CONSTRUCTION FUND
	1309		39402	0.00		25 -30.10 37	10/01/13	INTEREST		INTEREST EARNED SEPTEMBER 2013 07 CONSTRUCTION FUND
	1310		39805			37 -34.47 61	7			INTEREST EARNED OCTOBER 2013 07 CONTSTRUCTION FUND
	1311		40136	0.00	100. 135.	61 -135.00 06		INTEREST		INTEREST EARNED NOVEMBER 2013 07 CONSTRUCTION FUND
				0.00	135. 288.					
07364-1100			PPING FEE: 37610		3,600.	0.0	0	. 94 22	4518	1 CHESTER SPRINGS DEVELOPMENT CO
				3,600.00	3,600.					

Report Date 12/05/13

MGRP18 run by BRIAN

8 : 37 AM

Acct #	Per	Src	Trx #	Debits	Credits	Beg/End Ba1	Date	Check/Ref #	ID #	Name/Description
07364-1100	1311	CR	39954		200.00		11/14/13		7943	1 1637 MANLEY RD - O'NEILL
				0.00	200.00	-200.00				
						-200.00	*******			
07364-1110			ING FEES 35931			0.00	01/30/13	REV TRX		REVERSE TRX #32779 TAP IN FEE
	-00-		35934		2,000.00					FOR 913 SORRELL HILL RE-REVERSE TRX 35931 FOR 913 SORRELL HILL TAP IN FEES
				2 000 00	2 000 00	0.00				
	1303	अप्र	36430	2,000.00	2,000.00	0,00	03/05/13	36430 1		TAP IN FEE - 916 SORRELL HILL
			36431		2,000.00		03/05/13	36431 1		TAP IN FEE - 911 SORRELL HILL
			.			-4,000.00				
	1305	5	37562		7,148.00		05/23/13	37562 1		TAP IN FEE FOR 1598 WINEBERRY
				0.00	7.148.00	-11,148.00			7975	1 SUNNY RIDGE FARMS LLC
			39373 		2,144.00		09/30/13	1012		
				0.00	2,144.00	-13,292.00				
				2,000.00	15,292.00	-13,292.00				
				court)		0.00				
07364-1130	1302		36075	- SEWEK	423.00			264	7195	1 JACOBS, ROBERT & CHERYL
	1302	۷.	30073		423.00		02/08/13		7193	1 GEORGE SMITH & CHRISTINA CONLE
			***	0.00	846.00					
			36147	. • • •	423.00		02/13/13	3 11	6577	1 PAPPANO, JOSEPH & PATRICIA
					421.00)	02/13/13	3 11	7196	1 PAPPANO, JOSEPH & PATRICIA
			***	0.00	844.00	***				
			36193		423.00)	02/15/13		7194	1 STOFFLET, MICHAEL
		JΈ	36174	282.24				PINE ROCK		ANNUAL PINE ROCK INSTALLMENT
			36194	141.12				PINE ROCK		ANNUAL PINE ROCK INSTALLMENT
				423.36	2,113.00	-1,689.64				
				423.36	2,113.00	-1,689.64				
00000 400	^ 1 <i></i>		ANDOMO D	DURNIE		0.00	1			
07380-100	U MIS	CELL		PARNAR	282.24			3 PINE ROCK		ANNUAL PINE ROCK INSTALLMENT
			36174 36194		141.1			3 PINE ROCK		ANNUAL PINE ROCK INSTALLMENT
				0.00	423.3	6 -423.3	 6		, , , , , , , , , , , , , , , , , , , ,	
				0.00	423.3	6 -423.3				
				• • • •						

Report Date 12/05/13

MGRP18 run by BRIAN

8 : 37 AM

Acct #	Per	Src	Trx #	Debits	Credits	Beg/End Bal	Date	Check/Ref #	ID #	Name/Description
	1305	JE			39,000.00					DEPOSIT FUNDS FROM SEWER TO MA TO COVER OPERATING EXPENSE
	1310		39601	0.00	39,000.00 26,000.00	-39,000.00	10/16/13	DEPOSIT		DEPOSIT INTO MA ACCT. FROM
					26 000 00	-65 000 00				
				0.00		-65,000.00				
07392-0900	TRANS 1302		36187	WER CAP RESI	30,000.00		02/15/13			XFER \$ FROM 9100.1000 TO 7100. 1000 TO COVER MA EXPENSES
	1304		36841		30,000.00 50,000.00	-30,000.00	04/08/13			XFER \$ FROM 9100.1000 TO 7100.1000 XFER \$ FROM 9100.1000 TO
			36905		60,000.00		04/11/13	XFER		7100.1000
	1305		37361		53,000.00		05/14/13			XFER FUNDS FROM 9100.1000 TO 7100.1000 TO COVER CAP.EXP.
	1306		37789	0.00	53,000.00 250,000.00	-193,000.00	06/10/13	DEPOSIT		DEPOSIT TO MUN.AUTHORITY ACCT. 7100.1000
	1307		38158		250,000.00 50,000.00	-443,000.00	07/02/13			XFER \$ TO COVER MUN.AUTHORITY CAPITAL EXPENSES
	1308	·	38715	0.00	50,000.00	-493,000.00))			XFER FROM SEWER CAPITAL RES. TO MUNICIPAL AUTHORITY
	1310)	39575	0.00	70,000.00	-563,000.00)	10/15/13	3 XFER		XFER \$ FROM 09 TO 07 TO COVER MA CAPITAL EXPENSES
			39601		25,000.0	0	10/16/13			DEPOSIT INTO MA ACCT. FROM 05
	131	1	39973	0.00	59,000.0 40,000.0	0 -622,000.0 0	0 11/15/1:	3 XFER		XFER FUNDS FROM SEWER SINKING FUND TO MA GENERAL 11/15
				0.00	40,000.0	 0 -662,000.0	0			
	_ ===			0.00	662,000.0	0 -662,000.0	0			

PAGE 5

EXAM.OF MA FINANCIAL STMTS. - 20

MGRP18 run by BRIAN

8 : 37 AM

Acct #	Per	Src	Trx #	Deb	its	Credits	Beg/End Bal	Date	Check/Ref #	ID #	Name/Description
07393-1001	1310	RE	CEEDS-S 39702		2,	,477,000.00	0.00		39702 1		2013 DELVAL PROCEEDS
						,477,000.00)%-2 4 77000.00)			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
			/		0.002	,477,000.0)%-2477000.00)			
07424-1400			FRATIVE 36711		3 ,980.36		0.0	03/28/13	2166		EAST GOSHEN TOWNSHIP 1ST QTR.2013 REIMBURSMNT TO GENE
						0.0	 0 7,980.3	6			FUND EAST GOSHEN TOWNSHIP
	1306		38067	7	,980.36			06/27/13	2189		2ND QTR. 2013 REIMBURSEMENT TO GENERAL FUND
	1309)	39342		,980.36 ,980.36	0.0	0 15,960.7	2 09/26/13	2210	425	EAST GOSHEN TOWNSHIP - GENERAL 3RD QTR. 2013 REIMBURSMNT TO GEN FUND
				7	,980.36	0.0	0 23,941.0	8			
				23	,941.08	0.0	23,941.0				
07424-3000) MIS		LANEOUS 35598		SE 500.00		0.0	00 01/03/13	2153	2737	DEP - COMMONWEALTH OF PA NPDES PERMIT - 2013 MINOR SEWAGE FACILITY
			35783	3	950.00			01/18/13	2158	2132	PENNSYLVANIA MUNICIPAL AUTHORITIES ASS 2013 ACTIVE MEMBERSHIP DUES
	130	9	39089		L,450.00 128.13		00 1,450.	00 09/10/13	2208	3110	COMMONWEALTH OF PENNSYLVANIA APPLICATION FEE TO DCED - MUNICI AUTHORITY DEBT ISSUANCE (\$2.5M)
	131	.0	3963	0	128.13 100.00		00 1,578.	13 10/17/13	3 2214	42!	5 EAST GOSHEN TOWNSHIP - GENERAL REIMBURSE GEN.FUND FOR CREDIT CA PURCHASE FOR MA EXPENSES
		J	ne 3991	8	12.00	1		11/13/1	BANK FEE		WIRE FEE 10/15/13
					112.00) 0.	00 1,690.	13			
					1,690.13	3 0	00 1,690.				
07424-311			.AUTHA		NG 8,100.00	0	0	00 07/12/1	3 2195	80	8 MAILLIE FALCONIERO & CO. EXAM.OF MA FINANCIAL STMTS 20

Report Date 12/05/13

MGRP18 run by BRIAN

8 : 37 AM

RP18 run by				8 : 3/ AM						
Acct #	Per	Src	Trx #	Debits	Credits	Beg/End Bal	Date	Check/Ref #	ID #	Name/Description
				8,100.00	0.00	8,100.00				
					0.00					
7424-3130	ENGI		RING SER	VICES 3,264.75		0.00	01/15/13	2156		PENNONI ASSOCIATES INC. SERV.THRU 12/9/12 2012 GEN.SERV
										55KV.11KO 12/9/11 1011 011KO
	1302	2	36119	3,264.75 1,538.75	0.00	3,264.75	02/12/13			PENNONI ASSOCIATES INC. SERV.THRU 1/13/13 GEN.SERVICES 2
					0.00			2171		PENNONI ASSOCIATES INC.
	1304	1	36889 36890	6,695.25 5,560.75			04/10/13		1052	SERVICES THRU 3/17/13 GENERAL SE PENNONI ASSOCIATES INC.
										SERVICE THRU 2/20/13 GENERAL SER
	130	5	37357	12,256.00 8,215.25	0.0	0 17,059.50	05/14/13			PENNONI ASSOCIATES INC. SERV.THRU 4/14/13 GENERAL SERVIC
	130	 6	37787	8,215.25 795.25	0.0	0 25,274.75			1052	PENNONI ASSOCIATES INC. SERVICE THRU 5/12/13 2013 GENER
	130	7	38122	795.25 3,072.25		0 26,070.0	07/02/13	2192		PENNONI ASSOCIATES INC. SERVICES THRU 6/16/13 GENERAL SE
	130)8	38761	3,072.25 1,843.75		29,142.2	5 08/15/13	2205	1052	PENNONI ASSOCIATES INC. GENERAL SERVICES
	130	· 09	39132	1,843.75 1,160.25		 00 30,986.0	 0 09/11/13	2209	1052	PENNONI ASSOCIATES INC. SERVICE THRU 8/11/13 2013 GENERA SERVICES
	13:	 10	39562	1,160.25 2 3,120.50		00 32,146.2	10/15/13	2212	1052	PENNONI ASSOCIATES INC. SERV.THRU 9/15/13 2013 SEMI-ANN 1&I REPORTS
	13	 11	3993			 00	75 11/13/13	3 2217		2 PENNONI ASSOCIATES INC. SERVICE THRU 10/13/13 - GEN.SER
				2,039.50	 O 0.	00 37,306.	 25			

PAGE 7

MGRP18 run by BRIAN

8 : 37 AM

IGRP18 run by				8 : 31 AM						
Acct #	Per	Src T	[rx #	Debits	Credits	Beg/End Bal	Date	Check/Ref #	ID #	Name/Description
				37,306.25	0.00	37,306.25				
07424-3140	LEGAI 1301			3,289.10		0.00	01/15/13	2155		GAWTHROP GREENWOOD & HALSTED LEGAL SERV. 11/9-11/30/12 GEN.AU
	1302		36119	3,289.10 1,406.80		3,289.10	02/12/13	2161	528	GAWTHROP GREENWOOD & HALSTED LEGAL SERVICE - JAN. 2013 GEN.AU
	1304		36889			4,695.90	04/10/13	2170	528	GAWTHROP GREENWOOD & HALSTED LEGAL SERVICES 2/4-2/25/13 GEN.A
	1305			1,661.12 3,364.00		0 6,357.02	05/14/13	2174	528	GAWTHROP GREENWOOD & HALSTED LEGAL SERVICES 3/7-3/25/13 GEN.A
	1307		38122	3,364.00		0 9,721.02	07/02/13	2191	528	GAWTHROP GREENWOOD & HALSTED LEGAL SERV. 5/13-5/29/13 GEN.AUT
	1308	3	38761	700.00 240.00	0.0	10,421.02	08/15/13	2204	528	GAWTHROP GREENWOOD & HALSTED LEGAL SERVICES 6/21-6/26/13
	131	- 0	39562	240.00 220.00	0.0	10,661.0	2 10/15/13		528	GAWTHROP GREENWOOD & HALSTED LEGAL SERVICE 9/9/13 GEN.AUTHOR
	131		39933		0.0	10,881.0		2216		GAWTHROP GREENWOOD & HALSTED LEGAL SERV. 10/11-10/14/13 GEN.A RECLASS GAWTHROP INV.113960
		JE 	40079			 00				PAYMENT
				1,331.71 12,212.73		00 12,212.7				
07424-74			D ABAN D 35695	ONMENT ENGIN		0.0	00 01/15/13	3 2156	105	2 PENNONI ASSOCIATES INC. SERVICES THRU 12/9/12 HERSHEY M PUMP STATION MUFFIN MONSTER
	13	 02	36119	511.50 574.50		.00 511.	 50 02/12/1:	3 2162	105	52 PENNONI ASSOCIATES INC. SERV.THRU 1/13/13 H.MILL PS MUF MONSTER DESIGN

Report Date 12/05/13

MGRP18 run by BRIAN

Acct #	Per	Src	Trx #	Debits	Credits	Beg/End Bal	Date	Check/Ref #	ID #	Name/Description
	1305		37357	574.50 47.50	0.00	1,086.00	05/14/13	2175		PENNONI ASSOCIATES INC. SERV.THRU 4/14/13 H.MILL PS MUFF MONSTER'
	1306		37787	47.50 4,429.25	0.00	1,133.50	06/10/13	2186	1052	PENNONI ASSOCIATES INC. SERVICE THRU 5/12/13 H.M.PS DIV CONSTRUCTION
				4,429.25	0.00	5,562.75				
				5,562.75	0.00	5,562.75				
07424-7476	LOCH		ABANDO 35598	NMENT CONSTRU 246.01	UCTION	0.00	01/03/13	2152	317	CONTRACTOR'S CHOICE ORANGE SAFETY FENCE, STAKES & PA
			35695	1,482.40			01/15/13	2154	425	EAST GOSHEN TOWNSHIP LOCHWOOD PLANT CLOSING COSTS-LAB
			35698	-1,482.40			01/15/13	2154	425	EAST GOSHEN TOWNSHIP VOID CK. 2154 - DUPLICATE PAYMEN
	1304		36840	246.01 30,769.00	0.00	246.01	04/08/13	2169	2128	JWC ENVIRONMENTAL CONTROLLER ASSEMBLY, HPP, & REP SUPPLIED EQUIPMENT
	1305		37649	30,769.00	0.00	31,015.01		2180		FISHER & SON COMPANY INC 4 50LB BAGS - COMMERCIAL SEED
				111.65			05/31/13	2181	739	KNOX EQUIPMENT COMPANY MULCHER RENTAL 5/16-5/17/13
				5,560.00			05/31/13	2182	800	MACANGA INC. TRUCKS & TRACK HOE USE - HAUL DI FROM WESTTOWN WAY 5/13 & 5/14/13
				8,010.75			05/31/13	2183	1876	FROM HESTIONA HAT 5/15 & 5/14/15 FRANSOME RENTAL COMPANY LP STANDARD TRACK RENTAL 5/13-5/20/
			***	14,106.40	0.0) *** 				
	1306	;	37771	14,106.40 99.75	0.0	0 45,121.43	06/07/13	2184	1849	HICKS BROTHERS LLC 21 SMALL BALES STRAW
			38067	525.00			06/27/13	2188	1556	CONVERY, MATTHEW GPS - RIDLEY CREEK LINE - LOCHWO CHASE AND OPEN SPACE
	1308		38665	624.75 4,050.00	0.0	0 45,746.1	08/09/13	2198	1556	5 CONVERY, MATTHEW GPS OF R.C. SEWER LINE- 6/24 & 6

Report Date 12/05/13

MGRP18 run by BRIAN

Acct #	Per	Src	Trx #	Debits	Credits	Beg/End Bal	Date	Check/Ref #	ID #	Name/Description
	1310		39630 39814	4,050.00 7,250.00	0.00	49,796.16	10/17/13 11/04/13			MGK INDUSTRIES INC. INSTALLATION OF GRINDER FRAME AT HERSHEY MILL PUMP STATION RECLASS PAYMENT FOR GRINDER
		υE	39014		1,230.00					PUMP.
				7,250.00	7,250.00	49,796.16				
				57,046.16	7,250.00	49,796.16				
07424-7477			ELIMIN 35872	ATION PHASE 379.90	2	0.00	01/24/13	2159	2762	A.J. BLOSENSKI INC. 30 YDS. ROLLOFF HAULING & LANDFI FEE
	1302		36189	379.90 200.00	0.00	379.90	02/15/13		2762	A.J. BLOSENSKI INC. 30 YARD ROLLOFF HAULING FEE
		JE	36105		379.90		02/11/13	VOID CHECK		VOID CK. 2159 - OVERCHARGED BY VENDOR - RETURNED CHECK
	1303		36711	200.00	379.90		03/28/13			EAST GOSHEN TOWNSHIP 1/1-3/27/13 REIMBURSE GENERAL FU FOR LOCHWOOD PLANT CLOSING LABOR
	1306	5	38067	1,894.91 10,070.71		2,094.91	06/27/13		425	EAST GOSHEN TOWNSHIP 2ND QTR.2013 REIMBURSMT TO GENER RE: LOCHWOOD PLANT CLOSING LABOR
				10,070.71	0.00	12.165.62	2			
						12,165.62				
07425-1000) MAR 130			STATION - ENG 5,493.75	GINEER	0.00		3 2156	1052	PENNONI ASSOCIATES INC. SERVICES THRU 12/9/12 MARYDELL
	130	2	36119	5,493.75 5,988.75	0.0	0 5,493.7	5 02/12/13	3 2162		PENNONI ASSOCIATES INC. SERV.THRU 1/13/13 MARYDELL PS
	130	4	36889	•		0 11,482.5	0 04/10/13			PENNONI ASSOCIATES INC. SERVICES THRU 3/17/13 MARYDELL P
			36890	2,167.75			04/10/13	3 2173	1052	PENNONI ASSOCIATES INC. SERVICE THRU 2/20/13 MARYDELL

Report Date 12/05/13

MGRP18 run by BRIAN

Acct #	Per	Src	Trx #	Debits	Credits	Beg/End Bal	Date	Check/Ref #	ID #	Name/Description
	1305		37357	9,030.75 7,168.00	0.00	20,513.25	05/14/13	2175	1052	PENNONI ASSOCIATES INC. SERV. THRU 4/14/13 MARYDELL PS
			37548	4,089.21			05/22/13	2178		PA DEPARTMENT OF TRANSPORTATION MARY DELL DIVERSION INSPECTION
	1306		37787	11,257.21 7,301.00	0.00	31,770.46	06/10/13	2186		PENNONI ASSOCIATES INC. SERVICE THRU 5/12/13 MARYDELL P DIVERSION
	1307		38122	7,301.00 5,803.50	0.00	39,071.46	07/02/13	2192	1052	PENNONI ASSOCIATES INC. SERV.THRU 6/16/13 MARYDELL PS DI
				5,803.50	0.00	44,874.96				
	1308	}	38761	•		,	08/15/13	2205	1052	PENNONI ASSOCIATES INC. MARYDELL PS
			38881	3,671.00			08/23/13	2206	3084	PA DEPARTMENT OF TRANSPORTATION HIGHWY OCCUPANCY PERMITS - MARYD DIVERSION
				5,324.75	0.00	50,199.71				
	1309	9	39088	235.28	•••		09/10/13	2207	3084	PA DEPARTMENT OF TRANSPORTATION HWY OCCUPANCY PERMITS - MARY DEL DIVERSION
			39132	868.75			09/11/13	2209	1052	PENNONI ASSOCIATES INC. SERVICE THRU 8/11/13 MARYDELL PS DIVERSION
	-=-			1,104.03	0.0	51,303.7	1			
		_ ==		51,303.74	0.0	0 51,303.7	4			
07105 000	\^ \ A	VDET	T DIMID C	STATION -CONS	מחסווריידה.	0.0	D.			
0/425-200	130		36746	2,351.35	JINOCIION	***	04/01/13	2168	3050	D PECO ENERGY TWO MAN PECO CREW- BRACE PECO PO
			36889	20,700.00						9 PLY-MAR CONSTRUCTION CO.INC. MARYDELL PUMP STATION DIVERSION
				23 051 35	0.0	0 23,051.3		H		
	130)5	37357	79,704.00			05/14/13	2176		9 PLY-MAR CONSTRUCTION CO.INC. APP.#2 MARYDELL PS DIVERSION
				79,704.00	0.0	0 102,755.3				
	130	06	37787	50,608.00			06/10/13	2187		9 PLY-MAR CONSTRUCTION CO.INC. MARYDELL PS DIVERSION APP.3
				50,608.00	0.0	00 153,363.3				

8 : 38 AM

Report Date 12/05/13

GL Transaction Details

MGRP18 run by BRIAN Acct # Per Src Trx # Debits Credits Beg/End Bal Date Check/Ref # ID # Name/Description 07425-2000 1307 CD 38122 31,620.75 07/02/13 2193 3059 PLY-MAR CONSTRUCTION CO.INC. MARYDELL DIVERSION - APP.#4 07/03/13 2194 765 LENNI ELECTRIC CORPORATION 38181 220.00 MARYDELL STATION FEED 0.00 185,204.10 31,840.75 1022 PATTERSON, MICHAEL J. 08/01/13 2197 1308 38571 1,980.00 WOOD STOCKADE FENCE INSTALLATION 08/15/13 2199 3059 PLY-MAR CONSTRUCTION CO.INC. 38746 41,133.31 MARYDELL PUMP STATION DIVERSION 43,113.31 0.00 228,317.41 228,317.41 0.00 228,317.41 07426-1000 HERSHEY MILL STATION - ENGINEER 0.00 1052 PENNONI ASSOCIATES INC. 01/15/13 2156 1301 35695 2,047.12 SERV.THRU 12/9/12 HERSHEY MILL 35783 250.00 01/18/13 2157 263 CHESTER COUNTY CONSERVATION DISTRICT PERMIT FEE - HERSHEY MILL DAM 2,297.12 0.00 2,297.12 2911 EARTHCORE SERVICES LLC 36119 2,600.00 02/12/13 2160 1302 MOBILIZATION ATV RIG-HMPS DIVERS 02/12/13 2162 1052 PENNONI ASSOCIATES INC. 2,932.62 SERV. THRU 1/13/13 HERSHEY MILL *** 5,532.62 0.00 *** 0.00 7,829.74 5,532,62 04/10/13 2171 1052 PENNONI ASSOCIATES INC. 1304 36889 3,593.75 SERVICES THRU 3/17/13 HERSHEY MI 04/10/13 2173 1052 PENNONI ASSOCIATES INC. 36890 2,516.50 SERVICE THRU 2/20/13 HRSHEY MILL 0.00 13,939.99 6,110.25 05/14/13 2175 1052 PENNONI ASSOCIATES INC. 1305 37357 1,539.75 SERV. THRU 4/14/13 HERSHEY MILL 1,539.75 0.00 15,479.74 07/02/13 2192 1052 PENNONI ASSOCIATES INC. 1307 38122 7,301.50 SERV. THRU 6/16/13 HERSHEY MILL 7,301.50 0.00 22,781.24 38761 1,653.75 08/15/13 2205 1052 PENNONI ASSOCIATES INC. 1308 HERSHEY MILL PS 1,653.75 0.00 24,434.99 09/11/13 2209 1052 PENNONI ASSOCIATES INC. 1309 39132 607.50 SERVICE THRU 8/11/13 2013 HERS.M PS DIV. CONSTRUCTION

PAGE 11

Report Date 12/05/13

-			

MGRP18 run by BRIAN 8 : 38 AM

Acct #	Per	Src	Trx #	Debits	Credits	Beg/End Bal	Date	Check/Ref #	ID #	Name/Description
	1310		39562	607.50 307.50	0.00		10/15/13	2212	1052	PENNONI ASSOCIATES INC. SERV.THRU 9/22/13 HERSHEY MILL
				307.50	0.00	25.349.99				
				25,349.99	0.00	25,349.99				
07426-2000	HERSH	EY N	MILL ST	ATION - CONST	RUCTION	0.00				
	1306		37787	135,130.49			06/10/13			DELAWARE VALLEY UTILITY CONTRACTORS I HERSHEY MILL PROJ. APPLICATION 1
	1307			135,130.49 2,535.00		135,130.49	07/19/13		425	EAST GOSHEN TOWNSHIP - GENERAL REIMBURSE GEN. FUND FOR MA CREDI CARD PURCHASE - HERSHEY MILL
	1308		38761	2,535.00 22,097.13	0.00	137,665.49	08/15/13	2203	3092	DELAWARE VALLEY UTILITY CONTRACTORS I HERSHEY MILL PROJ. APPLICATION 2
	1310	JE	39814	22,097.13 7,250.00	0.00	159,762.62	11/04/13			RECLASS PAYMENT FOR GRINDER PUMP.
			w====	7,250.00	0.00	167 012 62				
						167,012.62				
07427-1000			PUMP ST 35695	ATION - ENGIN 2,047.13	NEER	0.00	01/15/13	2156		PENNONI ASSOCIATES INC. SERV.THRU 12/9/12 RESERVE PS
	1302		36119	2,047.13	0.00	2,047.13	02/12/13	2162		PENNONI ASSOCIATES INC. SERV.THRU 1/13/13 RESERVE PS
				1,000.00			02/12/13	2163	3027	SCHRODER, JOHN SEWER RIGHT OF WAY
				1,000.00			02/12/13	2164	3029	WILLOW POND HOMEOWNERS ASSOCIATION SEWER RIGHT OF WAY
			***	4,932.63	0.00) *** 				
	1304		36889	4,932.63 1,013.25	0.00	6,979.76	04/10/13	2171	1052	PENNONI ASSOCIATES INC. SERVICES THRU 3/17/13 RESERVE PU
			36890	2,516.50			04/10/13	2173	1052	PENNONI ASSOCIATES INC. SERVICE THRU 2/20/13 RESERVE PS
				3,529.75		0 10,509.51				

Report Date 12/05/13

MGRP18 run by BRIAN

Acct #	Per	Src	Trx #	Debits	Credits	Beg/End Bal	Date	Check/Ref #	ID#	Name/Description
07427-1000									1052	PENNONI ASSOCIATES INC. SERV. THRU 4/14/13 RESERVE PS
				1,455.00			05/14/13	2177	3075	SPRING MEADOWS HOMEOWNERS ASSOCIATION SEWER RIGHT OF WAY
			*** 37649	2,018.25 2,600.00	0.00		05/31/13	2179		EARTHCORE SERVICES LLC ATV RIG PROBES - 1 DAY
	1306		37787	4,618.25 427.50	0.00	15,127.76	06/10/13	2186	1052	PENNONI ASSOCIATES INC. SERVICE THRU 5/12/13 - RESERVE P
	1307		38122	427.50 2,770.75	0.00	15,555.26		2192	1052	PENNONI ASSOCIATES INC. SERVICES THRU 6/16/13 RESERVE PS
	1308			2,770.75 714.25	0.00	18,326.01	08/15/13	2205	1052	PENNONI ASSOCIATES INC. RESERVE PS
	1309		39132	714.25 553.75	0.00	0 19,040.26	09/11/13	2209		PENNONI ASSOCIATES INC. SERVICE THRU 8/11/13 2013 HERS.M & RESERVE PS.
	1310	. 	39562	553.75 2,900.75	0.0	0 19,594.01	10/15/13	2212	1052	PENNONI ASSOCIATES INC. SERV.THRU 9/15/13 RESERVE PS DI
	1311	- -	39932	2,900.75 7,597.75	0.0	0 22,494.70				PENNONI ASSOCIATES INC. SERVICES THRU 10/13/13 - RESERVE DIVERSION CONSTRUCTION
			39945	-7,597.75			11/14/13	10006	1052	PENNONI ASSOCIATES INC. VOID CK. 010006
			39947	7,597.75			11/14/13	2218	1052	PENNONI ASSOCIATES INC. SERV.THRU 10/13/13 - RESERVE PS
				7,597.75	0.0	0 30,092.5	1			
				30,092.51	0.0	30,092.5				
07427-200	0 RES 131			ATION - CONS 64,651.07	STRUCTION	0.0	0 10/15/13	2213	313	3 SMITH INC., RONALD APPLIC.#1 RESERVE PS SEWER DIVE
	131	1	39932	64,651.07 32,088.71		00 64,651.0	7 11/13/13	10007	313	3 SMITH INC., RONALD APPLICATION #2 RESERVE PS
			39945	-32,088.71			11/14/13	10007	313	3 SMITH INC., RONALD VOID #010007

Report Date 12/05/13

MGRP18 run by BRIAN

Acct #	Per	Src	Trx #	Debits	Credits	Beg/End Ba1	Date	Check/Ref #	ID #	Name/Description
7427-2000	1311	CD	39947	32,088.71			11/14/13		3133	SMITH INC., RONALD RESERVE PS - APP.#2
					0 00	96.739.78				
				96,739.78		96,739.78				
07428-1000				STATION - ENG	GINEER	0.00	10/15/13	0010	1052	PENNONI ASSOCIATES INC.
	1310		39562	2,019.75						SERV.THRU 9/15/13 RESERVOIR RD
				2,019.75	0.00	2,019.75				
	1311		39932	18,056.50			11/13/13	10006	1052	PENNONI ASSOCIATES INC. SERVICES THRU 10/13/13 - RESERVO RD. ACT 537 PLANNING
			39945	-18,056.50			11/14/13	10006	1052	PENNONI ASSOCIATES INC. VOID CK. 010006
			39946	18,056.50			11/14/13	10008		PENNONI ASSOCIATES INC. SERV.THRU 10/13/13 RESERVOIR RI
				18,056.50	0.00	20,076.25				
				20,076.25	0.00	20,076.25				
07429-3166	DIVE	RSI				0.00		40005	500	GAWTHROP GREENWOOD & HALSTED
			39932	831.71			11/13/13	10005	526	LEGAL SERV 10/15-10/23/13 DEL VALLEY REGIONAL FINANCE
		JE	40079		831.71		11/25/13			RECLASS GAWTHROP INV.113960 PAYMENT
				831 71	831.71	0.00	•			
w				831.71	831.71					·
07492-0550				SINKING FUND		0.00				REIMB.FR: 7105.1000 TO SEWER
	131	0	39704	877,000.00				REIMBURSE		CAP.RESERVE FOR DIVERSION COST TRF TO SEWER CAPITAL RESERVE FU
				877,000.00		877,000.00)			
			_ ~~==	877,000.00	0.00	877,000.00				

DECEMBER 2013 EAST GOSHEN MUNICIPAL AUTHORITY GOALS

ON-GOING

- 1. Submit an article for each newsletter.
 - a. Need by 3/1/13 Jack
 - b. Need by 6/1/13 Dana & Kevin
 - c. Need by 9/1/13 -
 - d. Need by 10/14/13 Kevin
- 2. Attend West Goshen Meetings quarterly more often if needed.
 - a. 1st Quarter (March) Ed
 - b. 2nd Quarter (June) Kevin
 - c. 3rd Quarter (September) Ed
 - d. 4th Quarter (December) Ed
- 3. Respond to capacity requests in 45 days or less. Colonial Lane 3 EDUs received 8/19, responded 9/10 (22 days), 1637 Manley Road 1 EDU
- 4. Continue to implement I & I Plan March Report distributed in May. September Report distributed in December
- 5. Operate RCSTP in compliance with NPDES Permit January, February, March, April, May, July, September, October, November

PROJECTS

- 1. Lockwood Final Restoration Completed
- 2. Marydell Pump Station Construction Project Completed
- 3. Hershey Mill Pump Station Construction Project Completed
- 4. Reserve Pump Station Construction Project Completed.
- 5. Borrowing Reimburse Capital Reserve for design and construction funds. . Submitted loan application. Completed

FIFTH SUPPLEMENTAL LEASE

THIS FIFTH SUPPLEMENTAL LEASE dated October 15, 2013, by and between **EAST GOSHEN MUNICIPAL AUTHORITY**, an authority organized and existing under the laws of the Commonwealth of Pennsylvania ("Authority") and the **TOWNSHIP OF EAST GOSHEN**, a municipality organized and existing under the laws of the Commonwealth of Pennsylvania ("Township"),

WITNESSETH:

WHEREAS, the Authority is a body corporate and politic organized by the Board of Supervisors of the Township of East Goshen, Chester County ("Township") and existing under the Municipality Authorities Act of 1945 (Act of May 2, 1945, P.L. 382, as amended and supplemented) of the Commonwealth of Pennsylvania ("Act"), as evidenced by its Certificate of Incorporation dated May 23, 1967; and

WHEREAS, the Authority was organized for the purpose of acquiring, holding, constructing, improving, maintaining and operating, owning, leasing, either in the capacity of lessor or lessee, sewers, sewer systems, or parts thereof, and sewage treatment works, including works for treating and disposing of industrial waste for the Township and for such other territory as it may be authorized to serve; and

WHEREAS, the Authority has acquired and constructed in increments a sewage collection and treatment system, which by a Contract and Lease dated December 30, 1968 ("Original Lease") it has leased to the Township, including any real estate thereafter acquired for or in connection therewith (collectively called "Sewer System"); and

WHEREAS, the Authority heretofore issued its Sewer Revenue Bonds, Series of 1968 ("1968 Bonds") secured by the Authority's Trust Indenture dated December 30, 1968 ("Original Indenture") with the National Bank of Chester County and Trust Company, as trustee, of which bank First Union National Bank is the successor by a series of mergers ("1968 Trustee"); and

WHEREAS, simultaneously with the execution of the Original Lease, the Authority assigned its interest therein to the 1968 Trustee under the Original Indenture; and

WHEREAS, to provide money for and toward the estimated cost of construction of certain Capital Additions to the Sewer System, the Authority has issued its Sewer Revenue Bonds, Series 1994 ("1994 Bonds") under and secured by the Original Indenture as supplemented by a Second Supplemental Indenture dated December 1, 1994; and

WHEREAS, the Authority sold and issued the 1994 Bonds to the Delaware Valley Regional Finance Authority ("DVRFA"); and

WHEREAS, the Authority and the Township entered into a Second Supplemental Lease dated December 1, 1994 ("Second Supplemental Lease") amending and supplementing the Original Lease, which Second Supplement Lease was assigned to the 1968 Trustee to secure the 1994 Bonds; and

WHEREAS, the Authority, at the request of the Township, undertook certain improvements to the Sewer System in 1998 consisting of a capital contribution to be made to West Goshen Municipal Authority to purchase additional treatment capacity in the expanded plant of such Authority (collectively "1998 Improvements"); and

WHEREAS, the Authority also determined in 1998 to refund the 1968 Bonds and the 1994 Bonds (collectively "Refunded Bonds"); and

WHEREAS, in order to provide money toward the cost of redemption and payment of the Refunded Bonds and the costs of the 1998 Improvements, the Authority issued to DVRFA its Guaranteed Note Series of 1998 in the principal amount of \$1,340,000 ("1998 Note") pursuant to a Loan Agreement dated October 28, 1998 ("1998 Loan Agreement") with DVRFA; and

WHEREAS, the 1968 Trustee redeemed all of the Refunded Bonds on December 15, 1998 and, as authorized by the Indenture, the 1968 Trustee reassigned the Lease to the Authority; and

WHEREAS, the Authority and the Township entered into a Third Supplemental Lease dated October 15, 1998 ("Third Supplemental Lease") amending and supplementing the Original Lease and the Second Supplemental Lease; and

WHEREAS, in 2008, the Authority determined to undertake certain capital projects ("2008 Improvements") consisting of (i) the upgrade and expansion of the Ridley Creek Sewer Plant, (ii) improvements to the Sewer System, and (iii) the payment of the costs of issuance of the \$9,500,000 Guaranteed Sewer Revenue Notes, 2008 Series ("2008 Note") pursuant to a Loan Agreement dated December 15, 2008 ("2008 Loan Agreement") with DVRFA; and

WHEREAS, the Authority and the Township entered into the Fourth Supplemental Lease dated December 15, 2008 amending and supplementing the Original Lease and the Second and Third Supplemental Leases; and

WHEREAS, the Authority has determined to undertake certain capital projects to improve the Sewer System ("2013 Improvements") for the benefit and use of the general public consisting of: (i) Reservoir Road Pump Station Diversion; (ii) elimination of Lockwood Sewer Treatment Plant; (iii) elimination of Marydell Pump Station and installation of gravity mains to divert flows; (iv) upgrade of Hershey Mill Pump Station and installation of force mains; (v) elimination of Reserve Pump Station and installation of gravity mains to divert flows; (vi) the payment of the costs of issuance of the \$2,500,000 Guaranteed Sewer Revenue Notes, 2013

Series ("2013 Note") pursuant to a Loan Agreement dated October 15, 2013 ("2013 Loan Agreement") with DVRFA; and (vii) net excess funding in Sewer Capital Reserve Fund.

WHEREAS, the Township is willing to pay as additional rental under the Lease any amounts which may become due by the Authority under the 2013 Loan Agreement as described above (collectively "Rentals"); and

WHEREAS, the Township has agreed to lease the Sewer System from the Authority and to maintain and operate it, and has agreed in the Original Lease to fix, charge, impose and collect during the entire term of said Lease from the users of the Sewer System rents and charges which will be sufficient, together with other available funds (including tapping fees which are to be collected by it as agent of the Authority), to provide funds for the payment in each year of (i) the estimated expenses of operating, maintaining and repairing the Sewer System and the making of all ordinary improvements, additions and extensions which may be necessary or proper to provide or maintain adequate service, the costs of which are not otherwise provided for and the payment of all applicable taxes, (ii) the rentals payable under the Original Lease and under any and all supplemental or additional sewer leases, and (iii) the Administration Expenses of the Authority.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, each intending to be legally bound hereby, the Authority and the Township do hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. All capitalized terms used herein which are not defined herein shall have the same meanings as are set forth in the Original Lease, as amended.

ARTICLE II 2013 IMPROVEMENTS

Section 2.01. The Authority agrees, out of the proceeds to be received by it from the sale of the 2013 Note and such other money as may be available to it, to pay all expenses incurred by the Authority in connection with the issuance and sale of the 2013 Note and all expenses related to the 2013 Improvements and to reimburse the Township for expenses heretofore incurred by it with respect thereto.

Section 2.02. The Township acknowledges that it has complete and satisfactory information with respect to the 2013 Improvements and with respect to the estimated cost of construction of the 2013 Improvements. To the extent that the proceeds of the 2013 Note are insufficient to pay the cost of the 2013 Improvements, as it may be modified with the prior approval of the Township, the Township will either provide funds to pay such costs or assist the Authority in obtaining such funds through supplemental financing.

ARTICLE III AMENDMENTS TO ORIGINAL LEASE

- Section 3.01. The Original Lease is hereby amended as set forth below in this Article. Unless otherwise indicated herein, the previous amendments to the Original Lease shall remain in effect.
- Section 3.02. The terms defined in the recitals hereto are hereby added as definitions to Article I of the Original Lease.
- Section 3.03. Section 2.04 is hereby amended so that section shall hereafter read in full as follows:
- A. The amount to the credit of the Sewer Revenue Account shall be applied by the Township for the payment of the expenses and operation, maintenance and repair of the Sewer System and the making of all ordinary improvements and additions to such System, and the payment of administration expenses of the Authority. The Township agrees that it will not make any withdrawal from the Sewer Revenue Account except for the purposes and in the manner provided in this Section.
- B. As long as the 2013 Note is outstanding, the Township shall pay to the Authority, in addition to the amounts due under the 1998 Note and 2008 Note, as additional rentals ("Rentals") for use of the Sewer System, the following: (i) on the 25th day of each month beginning in October, 2013, an amount equal to the debt service on the Note becoming due on each such date, but not exceeding in the aggregate in any calendar year the amount specified as the maximum for such year as set forth on Schedule A attached hereto, which is based upon debt service becoming due on the Note at its maximum rate of 15% per annum; and (ii) promptly upon request by DVRFA from time to time, and to the extent the revenues of the Authority are insufficient for such purpose, all amounts becoming due by the Authority to DVRFA under the 2013 Loan Agreement, all as specified in bills from DVRFA, copies of which will be promptly sent by the Authority to the Township.
- C. The Township shall no longer transfer annually, after receipt of the annual financial statements of the Sewer Revenue Account and the annual financial statements of the Authority for the preceding year, from the Sewer Revenue Account to the Township's General Fund, an amount equal to one-half of the excess of total revenue of the Sewer System over total expenses of the operation of the Sewer System, including administrative costs and debt service. Such excess revenue shall instead remain in the Sewer Operating Account and shall be used to fund the debt service of the 2013 Note.
- D. The balance of the Capital Additions Fund, if any, created by the Third Supplemental Lease shall be invested only as permitted by the Municipality Authorities Act, and shall be used solely for any purpose related to the Sewer System.

Section 3.04. Section 2.16, as added by the Second Supplemental Lease and amended by the Third and Fourth Supplemental Leases, is hereby amended to read in full as follows:

The Township hereby covenants and agrees that it will (i) include in its budget for each year the amounts payable in respect of its rental obligations under this Lease, as supplemented by the Fifth Supplemental Lease, and any subsequent Supplemental Lease, (ii) appropriate such amounts, from its general or other available revenues, to such payments, and (iii) duly and punctually pay, or cause to be paid, to the Authority or its assignee, from any of its revenues or funds, amounts due from it under the Lease, as so supplemented, at the times, in the manner, and according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Township hereby pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable.

Section 3.05. Section 4.01 is hereby amended so that it will read in full as follows:

In the event that the Township shall fail to pay when due any of the Rentals provided for in Section 2.04 hereof, or shall fail to comply with any other of its covenants or agreements in this Contract and Lease, as the same has been supplemented and amended, for a period of sixty (60) days after written notice from the Authority or its attorney, the Authority or its attorney may without further notice terminate this Contract and Lease, as so supplemented and amended, and take possession of the Sewer System and each and every part thereof. In the event that the Authority shall be entitled to terminate this Contract and Lease, as so supplemented and amended, upon default of the Township as aforesaid, any trustee appointed by the holders of the Note or other obligations of the Authority and pursuant to the Municipal Authorities Act of 1945, or any receiver appointed pursuant to said Act, may as the attorney-infact of the Authority exercise all its rights to terminate this Contract and Lease as above provided and may take possession of the Sewer System. In the event that this Contract and Lease shall be terminated as above provided, the Township shall surrender all its books and records relating to the Sewer System and all moneys held in the Sewer Revenue Account to whomever shall take possession of the Sewer System.

Section 3.06. Section 4.02 is hereby amended so that it will read in full as follows:

The Township shall furnish to the Authority (a) on or before May 31 of each year during the term of this Contract and Lease, as supplemented and amended, commencing May 31, 2014, an operating statement for the Sewer System for the preceding Fiscal Year. Such statements shall be in such form as may be reasonably required by the Authority, showing, among other things, sewer rents and other charges (including sewer connection charges) collected; sewer rents and other charges (including sewer connection charges) due and unpaid; the amounts paid to the Authority as Rentals under Section 2.04; the amount retained as working capital; the amounts transferred to the Capital Additions Fund; the amount of assessments, if any, made; the amounts, if any, paid to the Authority representing assessments and the amount of assessments due and unpaid.

The annual operating statements shall be prepared and certified by an independent certified public accountant satisfactory to the Authority. Such statements shall be accompanied by a certificate of such accountant stating whether in performing its audit, the accountant has become aware of any breach by the Township of any of the provisions of this Contract and Lease, as supplemented and amended, specifying the nature of the breach.

The Township shall furnish or cause to be furnished to the Authority and DVRFA on or before June 15 of each year commencing June 15, 2014, a copy of said operating statement and report for the preceding Fiscal Year and, in addition, the following (1) a copy of the complete financial statement of the Township for the preceding fiscal year; and (2) a copy of the budget of the Township for the current fiscal year.

Section 3.07. Section 4.06 which was added by the Second Supplemental Lease and amended by the Third and Fourth Supplemental Leases at the end of Article IV of the Original Lease is hereby amended to read in full as follows:

As long as the 2013 Note is outstanding, the Township shall deliver to DVRFA, as soon as available and in any event within 120 days after the end of each fiscal year, audited financial statements of the Township or the Annual Audit and Financial Report submitted to the Department of Community and Economic Development of the Commonwealth of Pennsylvania. The treasurer of the Township shall, at the reasonable request of the DVRFA or the DVRFA's trustee, discuss its financial condition and provide the DVRFA with any information or documents necessary for the credit enhancement, remarketing or rating of the DVRFA's outstanding bonds.

Section 3.08. Section 5.01 is amended to change the termination date of the Lease to September 25, 2033.

ARTICLE IV MISCELLANEOUS

Section 4.01. This Fifth Supplemental Lease is executed and shall be considered as supplemental to and amendatory of the Original lease, as heretofore supplemented and amended by the Second, Third and Fourth Supplemental Leases and shall form a part thereof, and the Original Lease, as so supplemented and amended, is hereby ratified and confirmed.

Section 4.02. This Fifth Supplemental Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Authority and the Township have caused this Fifth Supplemental Lease to be executed and to be effective the day and year first above written.

ATTEST:		EAST GOSHEN MUNICIPAL AUTHORITY
	By:	
Secretary		Chairman
ATTEST:		EAST GOSHEN TOWNSHIP
Secretary	By:	Chairman
Secretary		~

F:\Data\Shared Data\Finance Dept\Debt\2013 Bond Issue\lease fifth supplemental 10-15-13.doc

Rick Smith

From:

Adams, Robert F. <rfadams@gawthrop.com>

Sent:

Wednesday, October 23, 2013 10:00 AM

To:

'Rick Smith'

Cc: Subject: 'Kristin Camp' RE: 2013 DVRFA Loan

Rick,

These changes look fine. I assume you will produce the final documents for execution by both boards.

Bob

Robert F. Adams, Esquire Gawthrop Greenwood, PC 17 East Gay Street, Suite 100 P.O. Box 562

West Chester, PA 19381-0562

Telephone: 610-696-8225 x125

Facsimile:

610-344-0922

E-mail:

rfadams@gawthrop.com We are on the web at www.gawthrop.com



***********PRIVACY NOTICE********

This e-mail message is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited. The contents of this e-mail may be confidential and may be subject to the attorney-client and work product privileges. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. When replying, please virus-check all attachments to prevent contamination and corruption of files and operating systems.

From: Rick Smith [mailto:rsmith@eastgoshen.org] Sent: Wednesday, October 23, 2013 8:23 AM

To: Adams, Robert F. Cc: 'Kristin Camp'

Subject: RE: 2013 DVRFA Loan

Bob

Please see highlighted text on Page 5 and left me know if you agree with the suggested changes.

The Authority meets on November 11 and the Board on November 12...

Thanks

rick

From: Adams, Robert F. [mailto:rfadams@gawthrop.com]

Sent: Tuesday, October 22, 2013 2:56 PM **To:** Rick Smith (<u>rsmith@eastgoshen.org</u>)

Cc: 'Kristin Camp'

Subject: 2013 DVRFA Loan

Rick,

As requested I have drafted a Fifth Supplemental Lease between the Township and Authority. I modified the Fourth lease that I had done in 2008 to reflect the new project and loan terms. The Fifth Amendment is attached. If it is O.K. with Kristin and you, I suggest that both bodies take action at their next meetings. I have dated the lease October 15 in the belief that all of the documents associated with the loan closing will bear the same date. This is how we did it in 2008. So, even though the actual approval and execution date will be post October 15, I have provided on the signature page that the Lease is effective the date appearing on the first page.

Bob

Robert F. Adams, Esquire Gawthrop Greenwood, PC 17 East Gay Street, Suite 100 P.O. Box 562

West Chester, PA 19381-0562 Telephone: 610-696-8225 x125

Facsimile: 610-344-0922

E-mail: <u>rfadams@gawthrop.com</u>
We are on the web at <u>www.gawthrop.com</u>



*************PRIVACY NOTICE*********

This e-mail message is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited. The contents of this e-mail may be confidential and may be subject to the attorney-client and work product privileges. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. When replying, please virus-check all attachments to prevent contamination and corruption of files and operating systems.

FIFTH SUPPLEMENTAL LEASE

THIS FIFTH SUPPLEMENTAL LEASE dated October 15, 2013, by and between **EAST GOSHEN MUNICIPAL AUTHORITY**, an authority organized and existing under the laws of the Commonwealth of Pennsylvania ("Authority") and the **TOWNSHIP OF EAST GOSHEN**, a municipality organized and existing under the laws of the Commonwealth of Pennsylvania ("Township"),

WITNESSETH:

WHEREAS, the Authority is a body corporate and politic organized by the Board of Supervisors of the Township of East Goshen, Chester County ("Township") and existing under the Municipality Authorities Act of 1945 (Act of May 2, 1945, P.L. 382, as amended and supplemented) of the Commonwealth of Pennsylvania ("Act"), as evidenced by its Certificate of Incorporation dated May 23, 1967; and

WHEREAS, the Authority was organized for the purpose of acquiring, holding, constructing, improving, maintaining and operating, owning, leasing, either in the capacity of lessor or lessee, sewers, sewer systems, or parts thereof, and sewage treatment works, including works for treating and disposing of industrial waste for the Township and for such other territory as it may be authorized to serve; and

WHEREAS, the Authority has acquired and constructed in increments a sewage collection and treatment system, which by a Contract and Lease dated December 30, 1968 ("Original Lease") it has leased to the Township, including any real estate thereafter acquired for or in connection therewith (collectively called "Sewer System"); and

WHEREAS, the Authority heretofore issued its Sewer Revenue Bonds, Series of 1968 ("1968 Bonds") secured by the Authority's Trust Indenture dated December 30, 1968 ("Original Indenture") with the National Bank of Chester County and Trust Company, as trustee, of which bank First Union National Bank is the successor by a series of mergers ("1968 Trustee"); and

WHEREAS, simultaneously with the execution of the Original Lease, the Authority assigned its interest therein to the 1968 Trustee under the Original Indenture; and

WHEREAS, to provide money for and toward the estimated cost of construction of certain Capital Additions to the Sewer System, the Authority has issued its Sewer Revenue Bonds, Series 1994 ("1994 Bonds") under and secured by the Original Indenture as supplemented by a Second Supplemental Indenture dated December 1, 1994; and

WHEREAS, the Authority sold and issued the 1994 Bonds to the Delaware Valley Regional Finance Authority ("DVRFA"); and

WHEREAS, the Authority and the Township entered into a Second Supplemental Lease dated December 1, 1994 ("Second Supplemental Lease") amending and supplementing the Original Lease, which Second Supplement Lease was assigned to the 1968 Trustee to secure the 1994 Bonds; and

WHEREAS, the Authority, at the request of the Township, undertook certain improvements to the Sewer System in 1998 consisting of a capital contribution to be made to West Goshen Municipal Authority to purchase additional treatment capacity in the expanded plant of such Authority (collectively "1998 Improvements"); and

WHEREAS, the Authority also determined in 1998 to refund the 1968 Bonds and the 1994 Bonds (collectively "Refunded Bonds"); and

WHEREAS, in order to provide money toward the cost of redemption and payment of the Refunded Bonds and the costs of the 1998 Improvements, the Authority issued to DVRFA its Guaranteed Note Series of 1998 in the principal amount of \$1,340,000 ("1998 Note") pursuant to a Loan Agreement dated October 28, 1998 ("1998 Loan Agreement") with DVRFA; and

WHEREAS, the 1968 Trustee redeemed all of the Refunded Bonds on December 15, 1998 and, as authorized by the Indenture, the 1968 Trustee reassigned the Lease to the Authority; and

WHEREAS, the Authority and the Township entered into a Third Supplemental Lease dated October 15, 1998 ("Third Supplemental Lease") amending and supplementing the Original Lease and the Second Supplemental Lease; and

WHEREAS, in 2008, the Authority determined to undertake certain capital projects ("2008 Improvements") consisting of (i) the upgrade and expansion of the Ridley Creek Sewer Plant, (ii) improvements to the Sewer System, and (iii) the payment of the costs of issuance of the \$9,500,000 Guaranteed Sewer Revenue Notes, 2008 Series ("2008 Note") pursuant to a Loan Agreement dated December 15, 2008 ("2008 Loan Agreement") with DVRFA; and

WHEREAS, the Authority and the Township entered into the Fourth Supplemental Lease dated December 15, 2008 amending and supplementing the Original Lease and the Second and Third Supplemental Leases; and

WHEREAS, the Authority has determined to undertake certain capital projects to improve the Sewer System ("2013 Improvements") for the benefit and use of the general public consisting of: (i) Reservoir Road Pump Station Diversion; (ii) elimination of Lockwood Sewer Treatment Plant; (iii) elimination of Marydell Pump Station and installation of gravity mains to divert flows; (iv) upgrade of Hershey Mill Pump Station and installation of force mains; (v) elimination of Reserve Pump Station and installation of gravity mains to divert flows; (vi) the payment of the costs of issuance of the \$2,500,000 Guaranteed Sewer Revenue Notes, 2013

Series ("2013 Note") pursuant to a Loan Agreement dated October 15, 2013 ("2013 Loan Agreement") with DVRFA; and (vii) net excess funding in Sewer Capital Reserve Fund.

WHEREAS, the Township is willing to pay as additional rental under the Lease any amounts which may become due by the Authority under the 2013 Loan Agreement as described above (collectively "Rentals"); and

WHEREAS, the Township has agreed to lease the Sewer System from the Authority and to maintain and operate it, and has agreed in the Original Lease to fix, charge, impose and collect during the entire term of said Lease from the users of the Sewer System rents and charges which will be sufficient, together with other available funds (including tapping fees which are to be collected by it as agent of the Authority), to provide funds for the payment in each year of (i) the estimated expenses of operating, maintaining and repairing the Sewer System and the making of all ordinary improvements, additions and extensions which may be necessary or proper to provide or maintain adequate service, the costs of which are not otherwise provided for and the payment of all applicable taxes, (ii) the rentals payable under the Original Lease and under any and all supplemental or additional sewer leases, and (iii) the Administration Expenses of the Authority.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, each intending to be legally bound hereby, the Authority and the Township do hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. All capitalized terms used herein which are not defined herein shall have the same meanings as are set forth in the Original Lease, as amended.

ARTICLE II 2013 IMPROVEMENTS

Section 2.01. The Authority agrees, out of the proceeds to be received by it from the sale of the 2013 Note and such other money as may be available to it, to pay all expenses incurred by the Authority in connection with the issuance and sale of the 2013 Note and all expenses related to the 2013 Improvements and to reimburse the Township for expenses heretofore incurred by it with respect thereto.

Section 2.02. The Township acknowledges that it has complete and satisfactory information with respect to the 2013 Improvements and with respect to the estimated cost of construction of the 2013 Improvements. To the extent that the proceeds of the 2013 Note are insufficient to pay the cost of the 2013 Improvements, as it may be modified with the prior approval of the Township, the Township will either provide funds to pay such costs or assist the Authority in obtaining such funds through supplemental financing.

ARTICLE III AMENDMENTS TO ORIGINAL LEASE

Section 3.01. The Original Lease is hereby amended as set forth below in this Article. Unless otherwise indicated herein, the previous amendments to the Original Lease shall remain in effect.

Section 3.02. The terms defined in the recitals hereto are hereby added as definitions to Article I of the Original Lease.

Section 3.03. Section 2.04 is hereby amended so that section shall hereafter read in full as follows:

- A. The amount to the credit of the Sewer Revenue Account shall be applied by the Township for the payment of the expenses and operation, maintenance and repair of the Sewer System and the making of all ordinary improvements and additions to such System, and the payment of administration expenses of the Authority. The Township agrees that it will not make any withdrawal from the Sewer Revenue Account except for the purposes and in the manner provided in this Section.
- B. As long as the 2013 Note is outstanding, the Township shall pay to the Authority, in addition to the amounts due under the 1998 Note and 2008 Note, as additional rentals ("Rentals") for use of the Sewer System, the following: (i) on the 25th day of each month beginning in October, 2013, an amount equal to the debt service on the Note becoming due on each such date, but not exceeding in the aggregate in any calendar year the amount specified as the maximum for such year as set forth on Schedule A attached hereto, which is based upon debt service becoming due on the Note at its maximum rate of 15% per annum; and (ii) promptly upon request by DVRFA from time to time, and to the extent the revenues of the Authority are insufficient for such purpose, all amounts becoming due by the Authority to DVRFA under the 2013 Loan Agreement, all as specified in bills from DVRFA, copies of which will be promptly sent by the Authority to the Township.
- C. The Township shall no longer transfer annually, after receipt of the annual financial statements of the Sewer Revenue Account and the annual financial statements of the Authority for the preceding year, from the Sewer Revenue Account to the Township's General Fund, an amount equal to one-half of the excess of total revenue of the Sewer System over total expenses of the operation of the Sewer System, including administrative costs and debt service. Such excess revenue shall instead remain in the Sewer Operating Account and shall be used to fund the debt service of the 2013 Note.
- D. The balance of the Capital Additions Fund, if any, created by the Third Supplemental Lease shall be invested only as permitted by the Municipality Authorities Act, and shall be used solely for any purpose related to the Sewer System.

Section 3.04. Section 2.16, as added by the Second Supplemental Lease and amended by the Third and Fourth Supplemental Leases, is hereby amended to read in full as follows:

The Township hereby covenants and agrees that it will (i) include in its budget for each year the amounts payable in respect of its rental obligations under this Lease, as supplemented by the Fifth Supplemental Lease, and any subsequent Supplemental Lease, (ii) appropriate such amounts, from its general or other available revenues, to such payments, and (iii) duly and punctually pay, or cause to be paid, to the Authority or its assignee, from any of its revenues or funds, amounts due from it under the Lease, as so supplemented, at the times, in the manner, and according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Township hereby pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable.

Section 3.05. Section 4.01 is hereby amended so that it will read in full as follows:

In the event that the Township shall fail to pay when due any of the Rentals provided for in Section 2.04 hereof, or shall fail to comply with any other of its covenants or agreements in this Contract and Lease, as the same has been supplemented and amended, for a period of sixty (60) days after written notice from the Authority or its attorney, the Authority or its attorney may without further notice terminate this Contract and Lease, as so supplemented and amended, and take possession of the Sewer System and each and every part thereof. In the event that the Authority shall be entitled to terminate this Contract and Lease, as so supplemented and amended, upon default of the Township as aforesaid, any trustee appointed by the holders of the Note or other obligations of the Authority and pursuant to the Municipal Authorities Act of 1945, or any receiver appointed pursuant to said Act, may as the attorney-infact of the Authority exercise all its rights to terminate this Contract and Lease as above provided and may take possession of the Sewer System. In the event that this Contract and Lease shall be terminated as above provided, the Township shall surrender all its books and records relating to the Sewer System and all moneys held in the Sewer Revenue Account to whomever shall take possession of the Sewer System.

Section 3.06. Section 4.02 is hereby amended so that it will read in full as follows:

The Township shall furnish to the Authority (a) on or before May 31 of each year during the term of this Contract and Lease, as supplemented and amended, commencing May 31, 2014, an operating statement for the Sewer System for the preceding Fiscal Year. Such statements shall be in such form as may be reasonably required by the Authority, showing, among other things, sewer rents and other charges (including sewer connection charges) collected; sewer rents and other charges (including sewer connection charges) due and unpaid; the amounts paid to the Authority as Rentals under Section 2.04; the amount retained as working capital; the amounts transferred to the Capital Additions Fund; the amount of assessments, if any, made; the amounts, if any, paid to the Authority representing assessments and the amount of assessments due and unpaid.

The annual operating statements shall be prepared and certified by an independent certified public accountant satisfactory to the Authority. Such statements shall be accompanied by a certificate of such accountant stating whether in performing its audit, the accountant has become aware of any breach by the Township of any of the provisions of this Contract and Lease, as supplemented and amended, specifying the nature of the breach.

The Township shall furnish or cause to be furnished to the Authority and DVRFA on or before June 15 of each year commencing June 15, 2014, a copy of said operating statement and report for the preceding Fiscal Year and, in addition, the following (1) a copy of the complete financial statement of the Township for the preceding fiscal year; and (2) a copy of the budget of the Township for the current fiscal year.

Section 3.07. Section 4.06 which was added by the Second Supplemental Lease and amended by the Third and Fourth Supplemental Leases at the end of Article IV of the Original Lease is hereby amended to read in full as follows:

As long as the 2013 Note is outstanding, the Township shall deliver to DVRFA, as soon as available and in any event within 120 days after the end of each fiscal year, audited financial statements of the Township or the Annual Audit and Financial Report submitted to the Department of Community and Economic Development of the Commonwealth of Pennsylvania. The treasurer of the Township shall, at the reasonable request of the DVRFA or the DVRFA's trustee, discuss its financial condition and provide the DVRFA with any information or documents necessary for the credit enhancement, remarketing or rating of the DVRFA's outstanding bonds.

Section 3.08. Section 5.01 is amended to change the termination date of the Lease to September 25, 2033.

ARTICLE IV MISCELLANEOUS

Section 4.01. This Fifth Supplemental Lease is executed and shall be considered as supplemental to and amendatory of the Original lease, as heretofore supplemented and amended by the Second, Third and Fourth Supplemental Leases and shall form a part thereof, and the Original Lease, as so supplemented and amended, is hereby ratified and confirmed.

Section 4.02. This Fifth Supplemental Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Authority and the Township have caused this Fifth Supplemental Lease to be executed and to be effective the day and year first above written.

ATTEST:	EAST GOSHEN MUNICIPAL AUTHORITY	
	By:	
Secretary	Chairman	
ATTEST:	EAST GOSHEN TOWNSHIP	
1. Che	By:	
Secretary	Chairman	



































