

**AGENDA**  
**EAST GOSHEN TOWNSHIP**  
**BOARD OF SUPERVISORS MEETING**  
**Tuesday, May 5, 2009**  
**8:00 PM**

**1. CALL TO ORDER, PLEDGE OF ALLEGIANCE**

The Chairman will ask if any resident will be recording the meeting.

**2. PUBLIC COMMENT (OPTIONAL)**

**3. APPROVAL OF MINUTES**

A. April 14, 2009

B. April 28, 2009

**4. CHAIRMAN'S REPORT**

- a. Announce the Board will render a decision on the PA Leadership Charter School on May 12, 2009

**5. PUBLIC HEARINGS**

**6. STAFF REPORT**

A. Treasurer's Report

B. Police – None

**7. OLD BUSINESS**

A.

**8. NEW BUSINESS**

A. Consider approving Resolution No. 09-48 establishing the policy for disposal of fill dirt.

B. Authorize chairman to execute the Mill Creek Easement.

**9. ANY OTHER MATTER**

**10. CORRESPONDENCE, REPORTS OF INTEREST**

- A. Acknowledge Attorneys at Law, Riley Riper Hollin & Colagreco's letter announcing the Malvern Institute has withdrawn its pending Zoning Hearing Board application filed with the Township on October 29, 2008.
- B. Acknowledge Rossmore Homeowners Association letter expressing thanks for the use of the Blacksmith Shop.
- C. Acknowledge Resident Gloria Rising letter thanking the Public Works Department for the prompt tree work that was done on the property which borders the township open space.

## 11. MEETINGS AND DATES OF IMPORTANCE

May 5, 2009	Board of Supervisors	7:00 PM
May 6, 2009	Planning Commission	7:00 PM
May 7, 2009	Park & Recreation	7:00 PM
May 11, 2009	Municipal Authority	7:00 PM
May 12, 2009	Board of Supervisors	7:00 PM
May 13, 2009	Conservancy Board	7:00 PM
May 13, 2009	Zoning Hearing	7:30 PM
	Speaker	
	Nat'l Bank of Malvern	
	Decision on Chalfont	
May 14, 2009	Historical Commission	7:00 PM
May 18, 2009	Deer Committee	7:00 PM
May 19, 2009	Election Day	
May 25, 2009	Memorial Day Observed – Office closed	
May 26, 2009	Board of Supervisors ws	7:00 PM
May 27, 2009	Zoning Hearing	7:30 PM
	Miller	

## 12. ADJOURNMENT

**BOARD OF SUPERVISORS MEETING**

**WORKSHOP**

**May 5, 2009**

**7:00 PM**

1. Review meeting agenda
2. Review invoices
3. BOS Pending Actions List
4. Business Plan – Images of America
5. Earned Income Tax Request
6. Emergency Management Resolution
7. Review PLACS
8. Act 32 (Countywide collection of EIT)
9. Any Other Matter
10. Liaison Reports
11. Subdivisions/Land Developments/ZHB Applications
  1. Richard Miller
  2. National Bank of Malvern
12. Public Comment
13. FYI
  - a. Westtown Township Planning Commission Meeting Minutes
  - b. 1,000' letter – Metro PCS, LLC
  - c. 1,000' letter – Vincent Angelini Sr.

**Reminder –**

**NEWSLETTER ARTICLE SUBMISSION DUE DATES:**

May, 1, 2009  
August 12, 2009  
November 10, 2009

**DELIVERY DATE:**

July 1, 2009  
October 1, 2009  
January 1, 2010

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
1580 PAOLI PIKE  
April 14, 2009 – 7:00pm**

**Present:** Chairman Marty Shane, Vice-Chairman Carmen Battavio, Joe McDonough, Don McConathy and Thom Clapper. Also present were Township Manager Rick Smith, Assistant Township Manager Joe Gill, Phyllis Marron (Park & Rec), and Township Solicitor Skip Brion.

**WORKSHOP**

**Bills**

The Treasurer's Report and Expenditure Register Report were reviewed. Township staff will research the Township's policy on providing custom safety glasses with prescription lenses for Township employees, and report back to the Board.

*Public Comment: Art Polishuk, Grand Oak Lane* – Asked why the Township is spending taxpayer money on King George Court, which is a street that does not belong to the Township. Marty said the road was built to Township specs, but was not finished by the builder. The East Goshen residents on King George Court want the Township to take over the road, so the Township is trying to resolve the situation on their behalf.

**Minutes**

The draft minutes of April 7 were reviewed and corrected.

**Addendum to Agreement Between East Goshen and Westtown Township**

The Board reviewed this document, and had no comments or changes.

**Agenda Review**

The Board reviewed the agenda for the formal meeting.

**Emailing Agenda Packets**

The Board reviewed Rick's April 2 memo on this topic. Marty asked Rick who will have the ultimate responsibility of redacting predecisional information from the packets. Rick said that would be himself or Joe Gill. Marty noted that either Rick or Joe will have to review the packets each week before they go out. Rick said he prefers letting predecisional information go out with the packets via email rather than having to make multiple paper copies of the items for distribution at the meetings (when the information becomes public). Most of the paper copies made for meetings end up in the trash, which is a waste of paper. The Board agreed to try Rick's approach of emailing the information. If for some reason it does not work out the policy can be altered.

**FORMAL MEETING**

**Call to Order & Pledge of Allegiance**

1 Marty called the meeting to order at 8:04pm and led everyone in the Pledge of Allegiance to the  
2 flag.

3  
4 **Moment of Silence**

5 Carmen called for a moment of silence to honor the men and women serving their country in the  
6 armed forces, and their families.

7  
8 **Public Comment**

9 Marty announced that public comment on non-agenda items would be taken at the end of the  
10 meeting.

11  
12 **Approval of Minutes**

13 Thom moved to approve the minutes of April 7, 2009 as corrected in Workshop. Don seconded  
14 the motion. There was no discussion or public comment. The motion passed unanimously.

15  
16 **Chairman's Report**

17 Marty announced that the Board met in Executive Session on April 7 to discuss the police labor  
18 contract.

19  
20 **Cindy Speaker, 1418 Old West Chester Pike - Dimensional Variance Request**

21 Ms. Speaker was present at the meeting. Carmen complimented her for wanting to put the  
22 addition on her home. Don asked her if a variance was granted by the Township when the  
23 original home was built, and Ms. Speaker said yes.

24  
25 Carmen moved to recommend the Zoning Hearing Board approve the zoning variance  
26 application from Cindy Speaker requesting 3 feet of relief in the side yard setback area. The  
27 Planning Commission believes the standards for granting a variance have been met by this  
28 applicant, and the relief sought will not negatively impact the character of the neighborhood.  
29 Don seconded the motion.

30  
31 *Public Comment: Art Polishuk, Grand Oak Lane* – Noted that this is not the first time the  
32 Planning Commission has recommended this type of variance for a property in the Milltown  
33 area.

34  
35 There was no further public comment or discussion. The Board voted unanimously to approve  
36 the motion.

37  
38 **PUBLIC HEARING**

39  
40 **Pennsylvania Leadership Charter School, 1585 Paoli Pike – Conditional Use Application**

41 The Board continued the public hearing begun on April 7 to consider a conditional use  
42 application from the Pennsylvania Leadership Charter School (PALCS) to operate a Cyber  
43 Charter School campus at 1585 Paoli Pike. Alyson Zarro, Esq. was present for PALCS.

44  
45 After additional testimony, Township Solicitor Skip Brion closed the record and announced that  
46 a decision will be rendered during the Supervisors' May 5 meeting at 8:00pm. The Board will

1 discuss the conditions they want to impose during the April 28, 2009 Board meeting which will  
2 begin at 7:00pm.

3  
4 A court reporter was present and will provide a complete transcript of the proceedings.

5  
6 **FORMAL MEETING (Resumed)**

7  
8 **Treasurer's Report**

9 The Treasurer's Report for April 9, 2009:

	RECEIPTS	EXPENDITURES
GENERAL FUND		
Real Estate Tax	\$ 746,607.30	
Earned Income Tax	\$ 25,065.69	Accounts Payable \$ 30,092.89
LST	\$ 1,400.54	Electronic Payments \$ 491.16
Transfer Tax	\$ 0.00	Debt Service \$ 0.00
Codes, Park & Rec (2009)	\$ 197,645.85	Payroll \$ 40,000.00
<b>Total Receipts</b>	<b>\$ 970,719.38</b>	<b>Total Expenditures \$ 70,584.05</b>
State Fund	\$ 11.89	\$ 0.00
Capital Reserve	\$ 2,846.53	\$ 0.00
Transportation Fund	\$ 264.38	\$ 0.00
Sewer Operating	\$ 4,435.70	\$ 41,235.40
Refuse	\$ 3,090.25	\$ 75,842.43
Capital Projects	\$ 0.00	\$ 0.00

11  
12 Joe moved to accept the Treasurer's Report dated April 9, 2009 as recommended by the  
13 Treasurer in her April 9, 2009 memo to the Board, and the receipts, and to authorize payment of  
14 the invoices reviewed in workshop. Don seconded the motion. There was no discussion or  
15 public comment. The Board voted unanimously to pass the motion.

16  
17 **Police Report**

18 Chief John Dumond reported there were 536 calls for police service from East Goshen during the  
19 month of March. Two incidents of interest included the seizure of several pounds of marijuana  
20 from a Goshen Valley resident, and a near fatal accident at the Gentle Touch Car Wash. An  
21 automobile accident resulting in a car fire and fatality on Route 202 in Thornbury Township was  
22 the second fatality at the intersection of Route 202 and Green Tree Drive in the past year. In  
23 response to a question from Don, Chief Dumond said PennDOT has been contacted in regard to  
24 the safety concerns for this intersection.

25  
26 Thom commended the Chief on the complimentary letter sent by the Chester County District  
27 Attorney to thank him for his excellent record of responsiveness to the Victims' Compensation  
28 Assistance Program of the Pennsylvania Commission on Crime and Delinquency. Chief  
29 Dumond said the credit really goes to his staff member Mary Gallagher.

30  
31 Marty asked Chief Dumond if WEGO participates in County task force, is WEGO compensated  
32 for the time by the County. The Chief said yes.

1 *Public Comment: Art Polishuk, Grand Oak Lane* – Asked Chief Dumond if he had statistics on  
2 repeat false alarm calls. Chief Dumond said he would have to check, but noted the police  
3 department does get repeat false alarms from various locations.

4  
5 **Plantings for Comcast Generators**

6 Marty announced that the Supervisors and Rick Smith visited the Comcast site on April 13 to  
7 review the suggested locations for plantings. Comcast will return before the Board on April 28  
8 with a revised plan.

9  
10 **Awarding of Bituminous Concrete Bid**

11 Don moved to award the bituminous concrete bid to Independence Construction Materials of  
12 Malvern in the amount of \$468,680.00 per the March 25, 2009 recommendation of Public  
13 Works Director Mark Miller. Carmen seconded the motion. There was no discussion or public  
14 comment. The Board voted unanimously to approve the motion.

15  
16 **Awarding of Fuel Tank Bid**

17 Carmen moved to award the bid for two aboveground fuel tanks and equipment to Warren F.  
18 DeLong, Inc. of Malvern in the amount of \$49,500.00 per the March 25, 2009 recommendation  
19 of Public Works Director Mark Miller. Don seconded the motion. There was no discussion or  
20 public comment. The Board voted unanimously to approve the motion.

21  
22 **Resolution 09-28A, Establishing Rules for Compliance with the PA Right-To-Know Law**

23 Carmen moved to approve Resolution 09-28A as corrected during the April 7 workshop. Don  
24 seconded the motion. There was no discussion or public comment. The Board voted  
25 unanimously to approve the motion.

26  
27 **Resolution 09-103, Authorizing the Township Manager to Execute Documents Related to**  
28 **the Application for Long-Term Contracted Assistance Through the Emergency Watershed**  
29 **Protection-Floodplain Easement Program**

30 Thom moved to approve Resolution 09-103 as corrected during the April 7 workshop. Carmen  
31 seconded the motion. There was no discussion or public comment. The Board voted  
32 unanimously to approve the motion.

33  
34 **Awarding of HVAC Services Bid**

35 Joe moved to award the bid for HVAC services to Precision Mechanical in the amount of  
36 \$15,550.00 per the April 3, 2009 recommendation of Township Manager Rick Smith. Don  
37 seconded the motion.

38  
39 *Public Comment: Art Polishuk, Grand Oak Lane* – Asked if the Township Solicitor has  
40 reviewed all documents pertaining to the bid protest lodged by HighTech HVAC and if he is  
41 satisfied that HighTech's protest has no basis. Marty said yes. Skip Brion affirmed this and said  
42 HighTech's charge that East Goshen was "bid shopping" was over-reaching. Mr. Polishuk then  
43 asked if the Board is satisfied that Precision Mechanical can indeed perform the work for  
44 \$15,550.00. Rick said the Township had the same concern and invited a representative from  
45 Precision to come in to discuss the bid in detail. After going over the numbers with him, the  
46 staff was satisfied Precision could perform the work for the bid price.

Carmen noted for the record that he was recusing himself from discussion of this particular bid.

Joe asked Rick who at the Township will sign off on the contractor's work, and Rick said Mark Miller.

There was no further discussion or public comment. The Board voted unanimously to approve the motion.

#### **Appointment of Mark Gordon as Zoning Officer and Building Code Official (BCO)**

Joe moved to appoint Mark Gordon as the Township Zoning Officer and Building Code Official (BCO). Don seconded the motion. There was no discussion or public comment. The Board voted unanimously to approve the motion.

#### **Adoption of Addendum to Articles of Agreement Between East Goshen Township and Westtown Township**

Thom moved to adopt the addendum to the Articles of Agreement between East Goshen Township and Westtown Township. Don seconded the motion. There was no discussion or public comment. The motion passed unanimously.

#### **Correspondence & Reports of Interest**

Marty acknowledged receipt of the following:

- o Letter from resident Gloria Rising thanking the Public Works Department for a timely response to her request for tree work.
- o Letter from District Attorney Joseph W. Carroll congratulating police Chief John Dumond on his excellent record of responsiveness to the Victims' Compensation Assistance Program of the Pennsylvania Commission on Crime and Delinquency.
- o Letter from the counsel for HighTech HVAC lodging a bid protest against the award for HVAC services to Precision Mechanical.
- o Fire Marshal's Report and Fire Company Report for the month of March 2009.

#### **Meetings & Dates of Importance**

Marty noted the upcoming meetings as listed in the agenda. The agenda says there will be no Board meeting on April 19 due to a PSATS meeting in Hershey; however, the date listed should be April 21.

#### **Public Comment on Non-Agenda Items**

*Carol Rennard, 405 N. Chester Road* – Volunteered her services as a proofreader for the Township newsletter.

*Art Polishuk, Grand Oak Lane* – Asked if Craig Hough had a contract with the Township for his services in relation to the District Court. Marty said yes. Art asked if Mr. Hough had a copy of the proposed lease with the County to review before he developed his budget, and Rick said no. Art asked why not, and Rick said because in the early stages of the project the Township did not have the County requirements so Mr. Hough was simply asked to provide a basic office design.



1 Art asked if Mr. Hough received a copy of the County specs after the Township received them,  
2 and did he use them to revise his budget. Rick said no.

3  
4 **Adjournment**

5 There being no further business, the meeting adjourned at 9:25pm.

6  
7 **WORKSHOP (Continued)**

8  
9 **Pennsylvania Leadership Charter School, 1585 Paoli Pike – Conditional Use Application**

10 Solicitor Skip Brion stated that when he provides a municipality with conditions for an applicant,  
11 they are merely suggestions, and it's up to the governing body whether they wish to accept,  
12 reject, or change any of the individual conditions. Don said the Board normally has time to  
13 review and discuss draft conditions before hearings, but did not have that luxury this time.

14  
15 **Pennsylvania Senate Bills 319 and 419**

16 The Supervisors reviewed the draft April 6 letter to Andy Dinniman on these bills, and gave  
17 Marty the authority to sign the letter and send it out.

18  
19 **Proposed Eagle Scout Project – Shelter at Applebrook Park**

20 The Board reviewed a request from Park & Rec to approve an expenditure of \$2,800 in materials  
21 to be used for an Eagle Scout project - a wooden shelter to be placed in the park. Joe, Thom,  
22 and Carmen are opposed to spending money on this project. Don said the Township should not  
23 fund the full \$2,800. Marty said he thinks the Township is obligated to fund this project, but  
24 would like to develop a written policy for such requests. The policy should state that while the  
25 Township encourages scouting projects, scouts must find their own sources of funding. Since  
26 three Supervisors were opposed to funding this project, the Board will tell Park & Rec the  
27 answer in this case is no. However, the scout can resubmit his proposal again after the written  
28 policy is created. Joe Gill will work on drafting the policy.

29  
30 **Planning Session**

31 The Board scheduled a planning session for May 28 (a Thursday) beginning at 9:00am.

32  
33 **District Court Window Blinds**

34 The Board reviewed Rick's April 3 memo on this topic, and authorized the expenditure of  
35 \$1,609 for window blinds since the Township is required to provide them under the conditions of  
36 the lease.

37  
38 **Alarm Ordinance**

39 The Board reviewed the latest draft of the Alarm Ordinance. Don had some additional changes.  
40 Rick will revise the document and send it back to Don for review before it is redistributed to the  
41 Board.

42  
43 **O&M Agreement – Greenhill Sewer Authority**

44 The Board reviewed this draft agreement. Don had some changes which staff will incorporate  
45 into the document.

**NAPA Check Issue**

Joe Gill reported that the bank has reimbursed the Township for the two checks that were cashed fraudulently. The matter is now in the bank's hands.

**Sunoco Test Well Issue**

Thom asked for an update on the Sunoco issue. Rick reported that the Township is waiting for Sunoco to respond regarding the agreement language.

**Boot Road Shoulder at CVS**

Thom asked for an update on this issue, as the intersection's appearance is only getting worse. Rick said the Board could adopt an ordinance to prohibit parking on the shoulder, and then post signs to that effect. This matter can be discussed at a future workshop.

**Adjournment**

There being no further business, the workshop adjourned at 10:15pm.

Respectfully submitted,

Anne Meddings  
Recording Secretary

**EAST GOSHEN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 09-48**

**A RESOLUTION ESTABLISHING THE POLICY FOR  
DISPOSAL OF FILL DIRT**

**WHEREAS**, The East Goshen Township Public Works Department regularly accumulates fill dirt during the course of its activities, and

**WHEREAS**, The Township has a limited amount of storage space for this fill dirt; and

**WHEREAS**, The market for the sale of fill dirt is generally limited and sporadic; and

**WHEREAS**, The Township normally has to incur expenses to pay for the transportation and disposal of the fill dirt; and

**WHEREAS**, The fill dirt would be considered personal property of the Township; and

**WHEREAS**, Section 1504 of the Second Class Township Code requires that the Board of Supervisors approve the disposal of personal property of the Township.

**BE IT RESOLVED THAT** the East Goshen Township Board of Supervisors hereby adopts the following policy for the disposal of fill dirt.

1. The Township shall make fill dirt available to Township residents and businesses on a first come first served basis.
2. Requests for fill dirt shall be made on the form provided by the Township.
3. The resident or business requesting the fill dirt shall specifically acknowledge that the fill dirt may contain rocks, stones, pieces of blacktop and/or concrete and vegetative material.
4. In addition to making the fill dirt available for pickup during normal business hours the Township Public Works Department will deliver the fill dirt to properties in the Township.
5. The Director of Public Works, in his sole discretion, shall determine when the fill dirt is available for pick up or in the alternative when will be delivered and the location on the property at which it will be deposited.
6. The Township will only deliver and dump the fill dirt, it will not grade, level or spread the fill dirt.
7. The Township will not be responsible for any damage that occurs from the delivery of the dirt to the resident's or business's property.
8. Once the fill dirt is delivered the Township will assume no further responsibility for the fill dirt.
9. The Director of Public Works, in his sole discretion, shall be permitted to transport and dispose of fill dirt to a location outside of the Township if he believes doing so would be in the best interest of the Township.

202

**RESOLVED AND ADOPTED**, this 5<sup>h</sup> day of May, 2009.

ATTEST:

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8 NEW BUSINESS  
B.  
8pgs

**Memo**  
**East Goshen Township**  
**1580 Paoli Pike**  
**West Chester, PA 19380**

Voice (610) 692-7171  
Fax (610) 425-8950  
E-mail [rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)

PS

Date: April 23, 2009  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Mill Creek Easement

Synthes USA is not willing to amend the access easement. However, they are willing to enter into an Access License Agreement with the Township that will allow the Great Valley Little League to drive to the Mill Creek Ball Field.

The Township solicitor has reviewed the agreement and determined it is acceptable.

## ACCESS LICENSE AGREEMENT

**THIS ACCESS LICENSE AGREEMENT** (this "Agreement"), made this \_\_\_\_ day of March 2009, between **SYNTHES USA HQ, INC.**, a Delaware corporation, 1302 Wrights Lane East, West Chester, Pennsylvania 19380 (the "Grantor") and **EAST GOSHEN TOWNSHIP**, a political subdivision of the Commonwealth of Pennsylvania, 1580 Paoli Pike, West Chester, Pennsylvania 19380 (the "Grantee").

**WHEREAS**, Grantor is the owner of a certain parcel of land situate in East Goshen Township, Chester County, Pennsylvania, more particularly described in a Deed among SYTH, Inc. and Synthes North America, Inc. collectively as grantor and Grantor as grantee, recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania in Deed Book 7582, Page 1248 et seq., being Chester County Tax Parcel No. 53-3-1.14 (the "Property");

**WHEREAS**, Ira Hicks, an individual and predecessor in interest to Grantor ("Hicks"), and Grantee entered into that certain Easement for Twenty-Five Foot Wide Access Easement to East Goshen Township Over Property Located in East Goshen Township Chester County, Pennsylvania (the "Easement Agreement"), by which Easement Agreement Hicks granted and conveyed to Grantee a twenty-five (25) foot wide permanent easement for public pedestrian access and for vehicular access by Grantee, its agents, servants and employees, over a portion of the Property as more particularly described in the Easement Agreement (the "Easement Area"), and which Easement Agreement was recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania in Deed Book 4058, Page 1903;

**WHEREAS**, Grantee has requested that Grantor permit limited public vehicular access over, across and through the Easement Area for ingress, egress and regress to property owned and maintained by Grantee as open space and used as a little league baseball field, located in the Mill Creek development, East Goshen Township, Chester County (the "Baseball Field"); and

**WHEREAS**, Grantor has agreed to grant Grantee a revocable license to permit limited public vehicular access over, across and through the Easement Area for ingress, egress and regress to the Baseball Field subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants hereinafter set forth, and intending to be legally bound, Grantor and Grantee hereby agree as follows:

1. Revocable License. Subject to the terms and conditions of this Agreement, Grantor grants Grantee a revocable license (the "License") for Grantee to permit limited public vehicular access over, across and through the Easement Area for the following purpose and for no other purpose (the "Purpose"): for ingress, egress and regress to the Baseball Field in connection with planned activities conducted at the Baseball Field by Great Valley Little League ("Great Valley"). The License hereby granted is not intended, nor shall it be construed, to dedicate to, grant to or create for the benefit of the general public any license, easement, right or privilege. A material inducement to Grantor in granting this License is Grantee's representation that Grantee will permit only limited use of the License by certain invitees of Grantee for the purpose herein stated. Grantee represents and warrants that it shall not exercise this License

other than during that time of year when Great Valley conducts its on-field baseball activities, and Grantee agrees to use its reasonable efforts to so limit access.

2. Grantee Obligations. Grantee shall not allow its invitees or any party claiming access to the Easement Area pursuant to this Agreement (each, including Grantee, a "Grantee Party", and collectively, the "Grantee Parties") to take any action or inaction while on the Easement Area and/or while using the License that: (i) is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, laws, regulations, ordinances or rules, including all safety and environmental laws; (ii) may be dangerous to persons or property; (iii) may adversely affect or otherwise cause damage of any kind to the Easement Area or Property; or (iv) may create a nuisance or otherwise adversely affect any neighboring properties.

3. Term. The term of the License shall commence upon the later of (i) the execution of this instrument by the parties hereto, and (ii) receipt by Grantor of evidence of insurance required to be carried by Grantee hereunder. Grantor may terminate this License immediately upon notice to Grantee if it determines that Grantee is in breach of Grantee's obligations hereunder. Grantor or Grantee may terminate this License for any reason whatsoever upon thirty (30) days' prior written notice to the other.

4. Condition of the Property. This License is made without any warranty of any kind pertaining either to the title of or the physical condition of the Easement Area or Property or any other matter or thing whatsoever applicable to the Easement Area or Property. Further, Grantor makes no warranty or representation as to the safe condition of the Easement Area or Property or the suitability of the Easement Area for the Purpose, and the entry onto and use of the Easement Area or Property by any Grantee Party shall be at its sole risk. GRANTEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE EASEMENT AREA WILL BE USED AND ACCEPTED BY THE GRANTEE PARTIES "AS-IS WHERE IS" IN ITS PRESENT CONDITION, AND THAT GRANTOR HAS MADE NO REPRESENTATIONS, COVENANTS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EASEMENT AREA OR PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO (A) THE EXISTENCE OR LACK OF ANY DEFECT, LATENT OR PATENT, THEREIN, (B) THE EXISTENCE OR LACK OF ANY HAZARDOUS SUBSTANCE, HAZARDOUS CONDITION OR HAZARDOUS ACTIVITY THEREIN, OR (C) THE COMPLIANCE OF THE EASEMENT AREA OR PROPERTY WITH ANY LAW OR LEGAL REQUIREMENT. GRANTEE HEREBY AGREES TO WAIVE ANY AND ALL OBJECTIONS TO, COMPLAINTS OR CLAIMS CONCERNING CONDITIONS OF THE EASEMENT AREA OR PROPERTY WITH REGARDS TO THIS AGREEMENT.

5. Maintenance. Grantee shall maintain the Easement Area in a clean and safe manner and not allow any Grantee Party to commit waste on the Easement Area or Property or leave debris on the Easement Area or Property. Grantee shall keep the Easement Area and Property neat and free from refuse deposited by any Grantee Party at all times during the duration of this Agreement, and shall, and its sole cost and expense, promptly repair any damage or disturbance to the Easement Area or Property resulting from any Grantee Party's use thereof to the same condition as existed immediately prior to such damage or disturbance. Should

Grantee fail to comply with the terms of this Section 5, Grantor may take whatever actions necessary to ensure compliance herewith on Grantee's behalf, and Grantee shall be responsible for any costs and expenses incurred by Grantor in connection therewith.

6. Liens. Grantee agrees to protect Grantor and the Property from and against any and all liens arising in any way out of any action or inaction by any Grantee Party. If any lien shall at any time be filed against the Property by reason of any such action or inaction, Grantee shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

7. Insurance. Grantee shall, at its sole cost and expense, obtain and keep in full force and effect for the duration of this License, general liability, public liability, property damage, indemnity coverage and such other insurance coverage reasonably required by Grantor. Such insurance shall be in form and substance reasonably satisfactory to Grantor, and shall be issued by carriers reasonably acceptable to Grantor which are authorized to do business in the Commonwealth of Pennsylvania. All insurance policies shall include Grantor as an additional insured, and Grantee shall furnish to Grantor certificates evidencing all required insurance coverage which shall include a clause providing for thirty (30) days advance notice to be given in writing to Grantor of cancellation, termination or modification of the policy or policies so certified. The insurance requirements set forth in this Section 7 shall in no way be intended to modify, limit or reduce the indemnification obligations made in this Agreement by Grantee to Grantor.

8. Environmental Matters. Grantee shall not, and shall not permit any Grantee Party to, generate, manufacture, refine, transport, treat, store, handle, collect, dispose, transfer, produce, process or release any Hazardous Substance (as defined hereinafter) on or about the Easement Area or Property. In the event any Hazardous Substance is generated, manufactured, refined, transported, treated, stored, handled, collected, disposed, transferred, produced, processed or released on or about the Easement Area or Property by any Grantee Party, Grantee, at its sole cost and expense, shall conduct and complete all such environmental assessments and remediation actions as may be required by any federal, state or local governmental or quasi-governmental authority (each, a "Governmental Authority" and collectively, "Governmental Authorities") or that otherwise may be necessary to comply with applicable Environmental Laws (as defined hereinafter) relating to the presence of such Hazardous Substances on or about the Easement Area or Property.

"Hazardous Substances" means (a) asbestos, polychlorinated biphenyls, petroleum or petroleum products (including gasoline, crude oil or any crude oil fraction), or (b) any "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous substances", "regulated substances", "industrial waste", "residual waste", "solid waste", "toxic substances", "toxic pollutants", "contaminants" or "pollutants" as any of those terms is defined in or for the purposes of any applicable Environmental Law, or any other material which, or the exposure to which, is regulated under any applicable Environmental Law.

"Environmental Law" means all laws, statutes, constitutional provisions, codes, acts, ordinances, judgments, decrees, injunctions, orders, resolutions, rules, regulations, administrative orders, directives and other requirements of any Governmental Authorities having jurisdiction



over the Property, including all applicable requirements of any permits, in effect from time-to-time regulating Hazardous Substances; the protection of the environment; pollution; contamination; or cleanup of Hazardous Substances, pollution or contamination; including all of the following federal laws, and their implementing regulations, as well as any amendments to such laws, and all state and local laws that regulate the same subject matter: (a) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 *et seq.*; (b) the Solid Waste Disposal Act, 42 U.S.C. §6901 *et seq.*, including the Resource Conservation and Recovery Act (RCRA) and the laws governing underground storage tanks; (c) the Toxic Substances Control Act (TSCA), 15 U.S.C. §2601 *et seq.*, including those provisions governing use and disposal of Polychlorinated Biphenyls (PCBs); (d) the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. §1801 *et seq.*; (e) the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), 7 U.S.C. §136 *et seq.*; (f) the Clean Air Act, 42 U.S.C. §7401 *et seq.*; (g) the Clean Water Act, 33 U.S.C. §1251 *et seq.*; (h) the Emergency Planning and Community Right-to-know Act (EPCRA, SARA Title III), 42 U.S.C. §11001 *et seq.*; (i) the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; (j) the Oil Pollution Act, 33 U.S.C. §2701 *et seq.*; and (k) the Endangered Species Act, 16 U.S.C. §1531 *et seq.*

9. Release. Grantee, on behalf of itself as well as any Grantee Party, fully and unconditionally releases and forever discharges Grantor and its officers, directors, owners, managers, employees, agents, brokers, attorneys, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations acting on their behalf (collectively, the "Released Parties"), of and from any and all damages, expenses, losses, awards, payments, claims, lawsuits, injunctions, demands, liabilities, obligations, actions and causes of action whatsoever (including, without limitation, court costs, consultant fees and attorney's fees) (collectively, the "Claims") which any Grantee Party may now have or claim to have or subsequently have against the Released Parties, or any of them, whether presently known or unknown (as well as that which subsequently develops) and of every nature and extent whatsoever on account of or in any way affecting, concerning, arising out of, founded upon or which may arise as a consequence of (i) any act or omission of any Released Party relating to the Easement Area or Property, (ii) the condition of any part of the Easement Area or Property, or (iii) any dealings between any Grantee Party and any Released Party related to or arising out of this Agreement, the Easement Area and/or the Property, except for Claims resulting from Grantor's intentional breach of this Agreement.

10. Indemnification. Grantee shall and will and hereby does indemnify, protect and hold harmless the Released Parties from and against any and all Claims resulting from (i) any and all injury or damage to the person or property of, or loss of life or property of, Grantor or any Grantee Party upon the Easement Area or Property, (ii) any Grantee Party's failure to comply with the terms of this Agreement or any state, federal or local law, regulation, ordinance or requirement; or (iii) Environmental Claims (as defined hereinafter) or Environmental Costs (as defined hereinafter), in each case to the extent such Environmental Claims or Environmental Costs arise out of facts or circumstances that occur or come into existence after the date hereof and are caused by the activities or operations of any Grantee Party or any of their employees, contractors or agents. Grantee's indemnity hereunder shall survive any termination of this License with respect to acts or incidents occurring prior to the effective date of such termination.

"Environmental Claims" means any and all administrative or judicial actions, suits, orders, claims, liens, notices, demands, violations, investigations or proceedings related to any applicable Environmental Laws or any environmental permit brought, issued or asserted by (i) a Governmental Authority for compliance, damages, penalties, removal, response, remedial or other action pursuant to any applicable Environmental Laws or environmental permit, or (ii) a third party seeking damages, contribution, remediation or other action for personal injury or property damage resulting from the release of Hazardous Substances at, to or from the Easement Area or Property (to the extent such release on the Property originated from the Easement Area or is attributable, in whole or part, to a Grantee Party).

"Environmental Costs" means all costs of removal, remediation of any kind, detoxification, cleanup and disposal of all Hazardous Substances, all costs of determining whether the Easement Area and any affected Property is in compliance and causing the Easement Area and such Property to be in compliance with all applicable Environmental Laws (including, without limitation fees and expenses of environmental consultants), all costs and fees associated with claims for damages to persons, property or natural resources caused by a discharge of a Hazardous Substance on the Easement Area or Property (to the extent such release on the Property originated from the Easement Area or is attributable, in whole or part, to a Grantee Party), and all costs and fees associated with investigation or defense of Environmental Claims, including the reasonable attorneys' fees (including, without limitation, settlement and defense costs and appellate level and post-judgment proceedings) and consultants' fees and court costs in respect thereto, whether or not litigation or administrative proceedings shall occur.

11. Default; Remedies. The failure by Grantee to duly perform and observe, or a violation or breach of, any provision of this Agreement shall constitute a default hereunder. Upon the occurrence of an event of default, Grantor shall have the right, at its sole option, to (i) terminate the License in accordance with Section 3 hereof, (ii) exercise any and all remedies available to it at law or in equity and/or (iii) to collect damages of any nature and kind available at law or equity from Grantee. All the above remedies are cumulative and concurrent and no remedy is exclusive of any other remedy. No remedy shall be exhausted by any exercise hereof.

12. Compliance with Easement Agreement. The grant of the License herein is expressly made subject to the terms and conditions of the Easement Agreement, subject to and except to the extent in conflict with the terms of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Easement Agreement, this Agreement shall govern.

13. Personal. This Agreement and the License herein granted are personal to Grantee and are not assignable, and any attempt to assign the License shall be void and shall confer no right on any third party.

14. No Recording. Neither this Agreement nor any memorandum thereof shall be recorded.

15. No Third Party Beneficiary. Except to the extent specifically provided for herein, this Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions

or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

16. Entire Agreement; Amendments. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior understandings or agreements between the parties with respect to the subject matter hereof other than the Easement Agreement. This Agreement may not be altered, modified, extended, revised or changed, nor may any party hereto be relieved of any of its liabilities or obligations hereunder, except by written instrument duly executed by each of the parties hereto.

17. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors, assigns, heirs and legal representatives.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Agreement. Signatures exchanged via facsimile shall be deemed originals.

19. Severability/Survival. If any term, provision or condition of this Agreement is found to be or is rendered invalid or unenforceable, it shall not affect the remaining terms, provisions and conditions of this Agreement, and such provision shall be enforced to the maximum extent permitted by applicable law and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The provisions of Sections 5, 6, 8, 9, 10 and 11 shall survive the termination of this Agreement.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

21. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by overnight carrier or five (5) calendar days after being deposited in the United States mail, with postage pre-paid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Grantor:                      Synthes USA Products, LLC  
   1302 Wrights Lane East  
   West Chester, PA 19380  
   Attn: D. Croft, Commercial Counsel

If to Grantee:                        East Goshen Township  
   1580 Paoli Pike  
   West Chester PA, 19380  
   Attention: Township Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**SYNTHES USA HQ, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EAST GOSHEN TOWNSHIP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

F:\Data\Shared Data\Property Management\53-3\53-3-1.14 (1307 Goshen Parkway)\#101296974v4\_US\_ACTIVE\_ - synthes\_goshen\_township  
042309.DOC

DEBRA A. SHULSKI  
[Debbie@RRHC.com](mailto:Debbie@RRHC.com)  
Extension 210

RILEY  
RIPER &  
HOLLIN &  
COLAGRECO  
ATTORNEYS AT LAW

*Please reply to Exton Office*

10. CORRESPONDENCE

A.  
1pg

April 24, 2009

RECEIVED  
BY: \_\_\_\_\_  
APR 27 2009

Louis F. Smith, Jr.  
Township Manager  
East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

Re: The Malvern Institute  
Zoning Hearing Board Application  
Our File: 4905-02

Dear Rick:

Malvern Institute hereby withdraws, without prejudice, its pending Zoning Hearing Board Application filed with the Township on October 29, 2008.

Thank you for your attention to this matter.

Very truly yours,

  
DEBRA A. SHULSKI

DAS/kch

cc: Ross Unruh, Esquire (via email only)  
Peter Schoor (via email only)  
Ernest J. Ritacco (via email only)

B.  
1pg

ROSSMORE HOMEOWNERS ASSOCIATION

427 Exton Commons

Exton, PA 19341

(610) 363-1322

Fax (610) 363-2310

Email: [ccr@ccrmanagement.com](mailto:ccr@ccrmanagement.com)

[www.ccrmanagement.com](http://www.ccrmanagement.com)

APR 20 2009

RECEIVED  
BY:

April 20, 2009

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

Dear Mr. Smith:

On behalf of the community and board members of the Rossmore Homeowners Association, we want to thank you for the use of the Blacksmith Shop for the community's annual meeting on April 16, 2009.

The Rossmore board and CCR Management appreciate the township's generosity in offering your meeting rooms to the communities located within your township.

Sincerely,

*Martha Parker*

Martha Parker  
CCR Management

Cc: Correspondence  
BOD – Rossmore HOA

16 CORRESPONDENCE

C.

1 pg.

Gloria M. Rising  
1347 Mark Drive  
West Chester, PA 19380  
(610) 431-2244

RECEIVED  
BY: \_\_\_\_\_

APR 06 2009

April 2, 2009

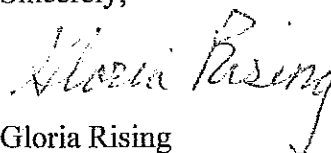
Mark S. Miller  
Director of Public Works  
East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

Dear Mark:

My husband and I are grateful for the tree work that was done on the property that borders the township open space behind our land last week. When you and I first met at our home, you indicated it would be two to three weeks before tree trimming could begin due to your work load and that was going to be alright with us. Needless to say, we were astonished and so relieved when your work crew arrived within a couple days of our talks and stayed until the area was cleared.

It is a wonderful comfort to us as residents of East Goshen for 26 years that our tax dollars are being contributed toward the common good of the community. Thank you again for your help.

Sincerely,



Gloria Rising

gmr/

cc: Louis "Rick" Smith, Township Manager ✓

**BOARD OF SUPERVISORS MEETING**  
**WORKSHOP**  
**May 5, 2009**  
**7:00 PM**

1. Review meeting agenda
2. Review invoices
3. BOS Pending Actions List
4. Business Plan – Images of America
5. Earned Income Tax Request
6. Emergency Management Resolution
7. Review PLACS
8. Act 32 (Countywide collection of EIT)
9. Any Other Matter
10. Liaison Reports
11. Subdivisions/Land Developments/ZHB Applications
  1. Richard Miller
  2. National Bank of Malvern
12. Public Comment
13. FYI
  - a. Westtown Township Planning Commission Meeting Minutes
  - b. 1,000' letter – Metro PCS, LLC
  - c. 1,000' letter – Vincent Angelini Sr.

Reminder –

**NEWSLETTER ARTICLE SUBMISSION DUE DATES:**

May, 1, 2009  
August 12, 2009  
November 10, 2009

**DELIVERY DATE:**

July 1, 2009  
October 1, 2009  
January 1, 2010



WORKSHOP  
4.  
7 pgs

**BUSINESS PLAN**  
**IMAGES OF AMERICA -- EAST GOSHEN TOWNSHIP**

## **EXECUTIVE SUMMARY**

The purpose of the Images of America Book is to develop a pictorial history of the Township and develop a greater appreciation for and interest in the historical aspects of the Township. After the breakeven point is reached, the additional money raised *could* be used for historical items/projects that are yet to be determined.

The Historical Commission has designed this business plan and will follow it so that success of the project is insured. Because budget restraints are such that money may not be available for all projects, the Historical Commission has committed to carrying out the plan.

Adequate time must be allowed to get the needed work done. An activity timelines will be used.

Although Arcadia will contract with several area booksellers, the Township can sell books on their own as long as people pay at least the same retail price as the booksellers charge.

The real work and bulk of the time commitment must be spent in the sales and marketing areas of the project. Commission members and others are willing to put forth the necessary time and effort to ensure that adequate sales activities are carried out. Additional volunteers will be recruited to "share the workload".

Sales and marketing efforts will concentrate in these major areas:

- publicity and promotion
- direct sales
- retail sales
- group sales

With a heavy concentration of effort and success in this area, overall sales will be reached and the overall objectives will be met.

**BUSINESS PLAN -- 2009**  
**IMAGES OF AMERICA BOOK -- EAST GOSHEN TOWNSHIP**

## **OVERVIEW**

The purpose of the East Goshen Township Images of America book is to develop a greater appreciation for and interest in the historical aspects of the Township. This has been a three-year project with publication and release of the book slated for April / May 2009.

The Historical Commission submits this business plan with hopes to do the following things: 1) establish a break even point; 2) increase sales; 3) show that this is a viable plan; 4) increase the number of places that sell the books with the profit being returned to the Historical Commission; and 5) reduce the selling price if at all possible. The combination of this plan and a timeline of activities will provide a basis for consideration for the project in 2009 as well as subsequent years

After the breakeven point is reached, the Historical Commission would ask that the additional money raised be used for historical items/projects that are yet to be determined. This would need the approval of the Board of Supervisors and further discussion is merited.

## **MISSION AND VISION**

The mission is to sell the books to raise additional funds for the Historical Commission and to ensure good sales with a break-even point reached. This mission can be accomplished with the design, implementation and evaluation of the overall project along with the recruitment of sufficient people to carry out the plan.

Our vision is the availability of the Images of America Book for residents and others so that people will *want* to purchase it for their own uses and well as for gifts with the end result of developing a greater appreciation and interest in the historical aspects of the Township and, at the same time, educating them in the area's rich history.

## **TARGET MARKET**

The general target markets include the following:

- Residents of East Goshen Township
- Retail locations other than those under contract with Arcadia Publishing
- Community groups and organizations
- Employees working in East Goshen Township
- ABC Members and the public that attends their meetings
- Township Staff
- Others

## **MARKETING / SALES PLAN**

The overall plan is to involve all of the Commission Members in the selling of the book in pre-selected locations as well as at various meetings and gatherings. Additional people from the community will be recruited to help with the distribution. More visibility and exposure are important to the success of the project. A quick summary is SELL, SELL, SELL and do it WELL, WELL, WELL.

Sales and marketing efforts will concentrate in these major areas: 1) publicity and promotion; 2) direct sales; 3) retail sales; 4) group sales; and 5) individual sales.

#### PUBLICITY AND PROMOTION

- News releases and photo opportunities
- Book Signings
- Point of Purchase Displays
- Flyers and Posters
- Printed items supplied by Arcadia include posters, post cards and book marks
- Publicity and Book Signing "how to" materials are also supplied by Arcadia
- Township Website
- Newsletters
  - East Goshen Township
  - Civic and Neighborhood Associations
  - Local Businesses

#### DIRECT SALES

- Township related activities
  - ABC Meetings (members and the public)
  - Park & Recreation classes and registration nights
  - Township Holiday party
  - Township Vendors
  - Township "Welcome Packet"
  - Township Community Yard Sales
  - Township Building Lobby
- Real Estate Companies as "welcome gifts"
- EG Elementary School Activities
- Plank House – ongoing
- Living History Day at the Plank House & Blacksmith Shop (June and September)
- Town Tours & Village Walk (July 2010)
- Chester County Day (October 2010)
- Apartment and Condo Associations
- Bellingham & Wellington
- Hershey's Mill Village
- Fire Company Breakfasts
- Businesses in the Township for their employees
- Polling Places during Primary and General Elections
- Goshen Fair

#### RETAIL SALES / OTHER

- Grocery Stores / Convenience Stores
- Cleaners
- Hairdressers
- Gas / Service Stations
- Banks
- Antique Stores
- CC Chamber of Business & Industry
- Nurseries
- Hershey's Mill Golf Club
- Applebrook Golf Club

## GROUP SALES-- APPROACHES

- Neighborhood and civic associations
- Local Businesses for sale to their employees
- Community Groups such as scouts, PTO's, etc.
- Condo Associations
- Apartment Complexes
- Develop a plan for groups to sell calendars at a slight profit for them as a fundraiser. We would have to at least recover actual cost.

The Historical Commission will also maintain comprehensive lists of ideas, potential patrons, and other possible activities for use this year and for subsequent years.

## **COMPETITIVE ANALYSIS**

Other than the selected retail book stores and other venues that are under contract with Arcadia, we have no other competition.

## **MANAGEMENT TEAM**

The Historical Commission has the overall responsibility for the success of this project. There should be a chairman selected to spearhead this project. Additional members of the committee should come from the Commission and the public at large. Specific sub-committee / individual responsibilities would include, retail sales, group sales, direct sales, and publicity/promotion. Arcadia has staff that will be helping us along the way.

## **OPERATION PLAN**

A calendar of events needs to be established and followed to ensure project success

## FINANCIAL PROJECTIONS

The author will be signing over all proceeds to the Township Historical Commission as a "gift" for use by the Historical Commission for special projects. The recommendation of the Historical Commission is to initially order 400 books. The "profit" would then be 50% of the retail price along with free shipping. Books would be ordered at half the cost of retail. The Township would "front the money" and would be repaid by the Historical Commission through the sale of the books. The Historical Commission strongly suggests that books be purchased in increments of 400. We would pay only half of the retail price and would not have to pay shipping. We will be invoiced Arcadia requests that invoices be paid 30 days following receipt of the books.

In order to increase sales, these additional ideas have been generated:

1. Banks with Township accounts
2. Sell at the Township Holiday party
3. Sell a few evenings at the township Building when the ABC's meet
4. Sell the nights that the Park & Recreation have their sign-ups for classes
5. Letter to key Township residents (ABC members, movers and shakers, etc.)
6. Letter to civic/homeowner associations. Sell at their meetings. Ask them to put something in their own newsletters.
7. Letter to vendors for the Township
8. Sell in apartment complexes and condo locations
9. Advertise on the Township Website
10. Use bulletin boards in the community
11. Welcome Wagon
12. New Resident Packets
13. Real Estate Brokers as "welcome gifts" for home buyers in EGT
14. PTO at the EGT Elementary School, the Friends School and other schools as identified
15. Ask Subdivision and land development applicants to purchase for the "new residents"

THE BOOKS SELL FOR \$21.99

$$400 \times \$21.99 \times 50\% = \$4,398$$

## EAST GOSHEN TOWNSHIP, PENNSYLVANIA

Goshen Township is part of the original 1681 William Penn grant and was established in 1704. At that time it covered what today are East Goshen Township, West Goshen Township, the borough of West Chester, and part of Westtown Township. In 1817, Goshen was divided into East Goshen Township and West Goshen Township. East Goshen Township has a rich history that dates back to the Revolutionary War. While much has changed in the township through the years, more than 100 buildings still remain from the 18th and 19th centuries. East Goshen Township remained mainly a farming community until the 1970s, when rapid growth began to change the landscape from rural to suburban. *East Goshen Township* contains historic photographs from the Chester County Historical Society and longtime area residents, depicting a time when farming was still the township's main industry.

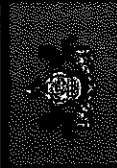
Linda M. Gordon has been an active resident in East Goshen Township since 1988. She has served on the conservancy board, the historical commission, and as a township supervisor from 1990 until 1995.

The Images of America series celebrates the history of neighborhoods, towns, and cities across the country. Using archival photographs, each title presents the distinctive stories from the past that shape the character of the community today. Arcadia is proud to play a part in the preservation of local heritage, making history available to all.

ARCADIA PUBLISHING

[www.arcadiapublishing.com](http://www.arcadiapublishing.com)

\$21.99



ISBN-13 978-0-7385-6219-3

ISBN-10 0-7385-6219-X

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EAST GOSHEN TOWNSHIP LINDA M. GORDON

# IMAGES of America EAST GOSHEN TOWNSHIP

Linda M. Gordon



16-00-7

# ARCADIA DISCOUNT TABLE FOR AUTHORS

## Discount Table for Arcadia Authors

1-79	40%
80-199	42%
200-299	44%
300-399	46%
400 and more	50%

An extra 2% discount will  
apply for prepaid orders of  
10 books or more.  
E&OE.

Applicable state and county sales tax will be added  
to the discounted price of goods on your invoice.  
If you are exempt or have a resale license number  
please provide copies of the documents.

## Payment Options and Terms

You may prepay by credit card  
(American Express, Visa or Mastercard),  
check, or money order.

Any order under 10 copies  
must be prepaid.

Customers requesting credit  
will receive an invoice by mail  
10 days after shipment.

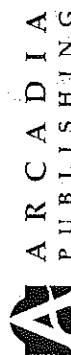
Terms are strictly 30 days.



## Returns Policy

We will accept returns of books in saleable condition between  
90 and 365 days of the date of invoice, provided you call  
1-888-313-2665 to obtain a return authorization number.

All books must be returned to:  
Arcadia Distribution Center  
420 Wando Park Boulevard  
Mt. Pleasant, SC 29464



Arcadia Publishing • 420 Wando Park Blvd. • Mt. Pleasant, SC 29464

Copies Purchased	Shipping Cost
1-9	\$5.00
10-24	\$6.50
25-40	\$8.00
41-80	\$16.00
81-120	\$24.00
121-160	\$32.00
161-199	\$40.00
200-299	FREE—UPS/FedEx Ground
300-399	FREE—UPS/FedEx Ground
400 or more	FREE—UPS/FedEx Ground

**1-888-313-2665**  
TOLL FREE ORDER LINE

**Beth McKenna**  
843-853-2070 ext. 133  
bmckenna@arcadiapublishing.com

[www.arcadiapublishing.com](http://www.arcadiapublishing.com)

WORKSHOP  
5,  
3pas

**Memo**  
**East Goshen Township**  
**1580 Paoli Pike**  
**West Chester, PA 19380**

Voice (610) 692-7171  
Fax (610) 425-8950  
E-mail [rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)



Date: May 1, 2009  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Earned Income Tax Request

Issue - Attached is the letter I received from Mike Vadner. His client moved into East Goshen in 1998 and has not paid the EIT. According to Mike his client did not receive any notification about the EIT and as a result they are asking for relief for the interest and penalties.

Comments -- The Township sends out a Welcome Packet to all new residents that contains info on the Township including info on the EIT. I believe that we were sending out these packets in 1998 but I am not sure.

The Township also sends Berkheimer a list of all of the occupancy permits that have been issued for new construction. In addition Berkheimer receives property transfers from the County and Township, new student registrations from the schools, etc and sends out information packet. Berkheimer also places ads in the Daily Local News annually and the Township has place a notice about the EIT in the newsletter. Finally, Berkheimer obtains information on persons who have filed a state tax return and cross check them against their records. All of this has been done since the early 1990's.

Accordingly it would seem that at some point in the last ten years these people should have been made know about the EIT.

However, that being said the folks at Berkheimer are human and there is a chance that they did not receive a letter from them specifically advising them of their obligation to pay the EIT.

Accordingly, the Board may want to consider granting some form of relief on the penalty, if it turns out that Berkheimer did not notify them.



2003



April 27, 2009

PricewaterhouseCoopers LLP  
Two Commerce Square, Suite 1700  
2001 Market Street  
Philadelphia PA 19103-7042  
Telephone (267) 330 3000  
Facsimile (267) 330 3300

VIA FACSIMILE

Louis Smith  
Township of East Goshen  
1580 Paoli Pike  
West Chester, PA 19380-6199

RE: Earned Income Tax

Dear Mr. Smith:

Pursuant to our recent conversation I would like to outline the facts pertaining to my client's situation for your consideration.

As we discussed last week, my clients moved into East Goshen Township during 1998 when they relocated to Pennsylvania from Massachusetts. At the time my client worked for an employer which was located in a jurisdiction that did not impose any local earned income tax, thus this tax was not withheld from his pay.<sup>1</sup> He subsequently transferred to another location of the same employer outside Pennsylvania, and again no earned income tax was withheld from his pay. For the periods 1998 - 2007 my clients relied upon an out of state CPA firm to prepare all of their personal income tax returns. Unfortunately, this firm apparently did not realize that my clients resided in a jurisdiction that imposed an earned income tax on all of their wage income. Consequently, no local earned income tax returns were filed by my clients for any of these periods.

Starting with their 2008 personal income tax returns, my clients began working with PricewaterhouseCoopers. During the course of preparing their returns we identified that earned income tax was due and that returns had not been filed over the entire 1998-2007 time period. According to my clients at no time have they been notified by East Goshen Township, West Chester Area School District or Berks County of any earned income tax responsibility on their part. Once this exposure was identified, my clients have moved promptly to address the situation and come into full compliance in regard to all of their past period tax liability by voluntarily reaching out to East Goshen Township in an effort to resolve this matter.

My clients are prepared to file all earned income tax returns due for years 1998-2008 and pay all tax due on those returns. Given that they relied upon the expertise of a CPA firm to prepare all their tax returns, had no personal knowledge that this tax existed and were never contacted by any taxing authority in regard to this tax obligation, we respectfully request waiver of otherwise applicable interest and penalties associated with their earned income tax liability for the years 1998-2008.

<sup>1</sup> For the period 1998-2008 my client's spouse has been a homemaker and has had no earned income subject to tax.



Once you have had an opportunity to consider the information contained in this letter, please contact me at your earliest convenience to discuss resolution of this matter as my clients wish to resolve these issues as soon as reasonably possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Vadner'. The signature is fluid and cursive, with the first name 'Michael' and last name 'Vadner' clearly distinguishable.

Michael Vadner  
State and Local Tax Manager for  
PricewaterhouseCoopers LLP

WORKSHOP  
6  
4 pgs

**Memo**  
**East Goshen Township**  
**1580 Paoli Pike**  
**West Chester, PA 19380**

**Voice (610) 692-7171**

**Fax (610) 425-8950**

**E-mail [rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)**

Date: April 30, 2009

To: Board of Supervisors

From: Rick Smith, Township Manager

Re: Emergency Management Resolution

**Executive Summary**

At the WCACOG meeting in February a number of the Emergency Management Coordinators from the West Chester area were in attendance and asked that the WCAOG create a West Chester Area Regional Emergency Management Group.

The purpose of the Group would be to provide support for a municipality that had a major incident that was unable to be handled in house.

They noted that the municipalities in the Avon Grove School District had created a regional group due to flooding concern several years ago. One of the coordinators commented that the number one issue that came out of a recent table top training exercise was a lack of depth in Emergency Management Coordinators.

The group would essentially be a means to share human resources (people as opposed to equipment) in the event of an emergency.

I sent the information to Bill Keslick and he said it is definitely something we should be involved with.

RESOLUTION NO.

THIS RESOLUTION, approved and adopted by (Municipality), Chester County, Pennsylvania, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ hereinafter set forth.

WITNESSETH:

~~WHEREAS, the Pennsylvania Emergency Management Services Code, 35 Pa. C.S. section 7501 mandates that all Commonwealth municipalities provide emergency management in order to plan for, respond to and recover from major emergencies or disasters within their communities; and~~

WHEREAS, the National Incident Management System has created the standards by which emergency management is to be provided by all levels of government; and

WHEREAS, Act 93 of 2008 amends Title 35 to create a system of intrastate mutual aid between participating political subdivisions within this Commonwealth, whereby each participating political subdivision recognizes that emergencies transcend the boundaries of a political subdivision and that intergovernmental coordination is essential for the protection of lives and property and for the best use of available public and private assets; and

WHEREAS, (Municipality) strives to meet the challenges of protecting citizens during times of major emergencies or disaster;

BE IT RESOLVED, that we, the undersigned members of (Borough Council/Board of Supervisors), do hereby approve for (Municipality) to actively participate as a member of the West Chester Area Regional Emergency Management Group.

By:

\_\_\_\_\_  
Elected Official

ATTEST

\_\_\_\_\_  
Elected Official

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Elected Official

# West Chester Area Regional Emergency Management Group

*Partners in Incident Planning, Response and Recovery*

## Summary

By Pennsylvania statute, an Emergency Management Coordinator is responsible for the administration and operation of an organization that is designed to plan for, respond to, and recover from major emergencies and disasters within a municipality. Since taking on the responsibility of being Emergency Management Coordinators, we have participated in countless hours of training at the county, state and federal level in order to prepare ourselves. As a result, many of us have achieved an Advanced Certification in Emergency Management from PEMA and a few of us have even completed the requirements for a Professional Certification. Regardless of what we were able to accomplish as individuals however, we do realize that providing effective Emergency Management is not a task we can do alone.

For our Emergency Management Operations we all depend on those people who either by virtue of a position or an interest in being involved, were selected to fill positions within our incident command structure. With this system we face a number of problems. What if we do not have enough people to staff all the necessary positions? What if the incident goes on for an extended period of time? If we only have one person for each position, what would we do if that person was not available? Of those positions that have been filled, who has taken the time to get the training necessary in order to understand their role? Do we have adequate space to create a full Emergency Operations Center and do we possess the equipment that it requires to manage the incident properly? Many of the answers to these questions are not very positive and all of this leads to some serious concerns in regard to our truly being able to provide comprehensive and effective emergency management during times of crisis in our communities.

HSPD-5 issued in 2003 by President Bush, directed the Secretary of Homeland Security to develop the National Incident Management System (NIMS), so that there would be consistency in how emergency management was provided regardless of what level of government was involved. In 2004, Governor Edward Rendell issued a proclamation mandating the use of NIMS for emergency management throughout the Commonwealth of Pennsylvania. This system involves annual compliance requirements in such areas as training standards, planning, exercise development, communications, resource management and command structure. Under NIMS, not only must we as Emergency Management Coordinators have extensive training in the field, but everyone who is involved in the decision making process during the response to a major emergency or disaster must meet the minimum standards for training in emergency management. While NIMS provides a great guideline, it has been very difficult for us to meet all the requirements individually.

As Emergency Management Coordinators in the West Chester Area, we have met and discussed these critical issues. We have agreed that a method to comply more completely with NIMS standards and to more effectively protect the citizens within our individual communities would be for us to call upon each other for assistance in managing major incidents. While the elected or appointed officials and municipal coordinators will retain authority to manage incidents that occur within their jurisdiction, by forming the West Chester Area Regional

Emergency Management Group, we would agree to establish a team of individuals who can be called upon to respond and either provide assistance to those acting in positions of responsibility or to fill positions that are vacant, as needed. This method will provide us with people when we need them the most that have the training and expertise to work within any of the components of the Incident Command System.

Establishment of a Regional Emergency Management Group is not a new concept. Several such organizations already exist in Chester County. This concept is endorsed by the Chester County Emergency Management Agency and encouraged in PA Act 93 of 2008. Chester County itself is in the process of establishing Incident Support Teams that can be utilized County-wide. These teams are designed to assist municipalities in the management of major incidents by providing people who are highly trained and experienced in the areas of Law Enforcement, Fire and Rescue Services, Emergency Medical Services, Technical Specialties and Emergency Management. This is yet another layer of support that can be called upon.

As we are contiguous, we must commit to work together as partners in Emergency Management, not only when disaster strikes, but during the planning process as well. Working together collectively will provide us with a team of personnel who have the training and experience necessary to assist with the Incident Command Structure so that the incident can be managed effectively. Working together collectively will allow us to operate more efficiently by reducing the redundancy involved in information gathering, resource management and documentation while planning for emergencies. Working together collectively will allow us to fill in the gaps that exist in our emergency management operations when disaster strikes. Working together collectively will allow us to have the depth of personnel necessary to deal with those incidents that may go on for days, or even longer.

We hope that this concept grows in our area to eventually include all municipalities that are within the West Chester Area School District. Since much in the way of sheltering and mass medical care planning is based around our school district, it makes sense to use this as our base. We ask that our elected officials give support to this effort by resolving to actively participate in the West Chester Area Regional Emergency Management Group. As providing for the safety of citizens in our communities rests upon our elected officials, we believe that to form a Regional Emergency Management Group is the best way for us to help them accomplish that goal.

We appreciate your consideration of this matter.

Sincerely,

### **Municipal Partners**

Lloyd Roach - Birmingham Township  
 Eric Ruggeri - East Bradford Township  
 Jon Brill - West Chester Borough  
 Andrea Testa - West Goshen Township  
 Donald Verdiani - Westtown Township

### **Non - Municipal Partner**

Michael Bicking - West Chester University of Pa.

BUCKLEY, BRION, McGUIRE,  
MORRIS & SOMMER LLP  
By: Joseph E. Brion, Esquire  
Attorney I.D. No. 15933  
118 West Market Street, Suite 300  
West Chester, PA 19382-2928  
610-436-4400

SOLICITOR FOR  
EAST GOSHEN TOWNSHIP

4-30-09

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CONDITIONAL USE APPLICATION : BEFORE THE  
OF PENNSYLVANIA : BOARD OF SUPERVISORS OF  
LEADERSHIP CHARTER SCHOOL : EAST GOSHEN TOWNSHIP

**DECISION AND ORDER**

Pennsylvania Leadership Charter School (the "Applicant") filed a conditional use application dated January 27, 2009 (the "Application") requesting conditional use approval from the Board of Supervisors ("Board") of East Goshen Township (the "Township") pursuant to Section 240-17.C(6) of the East Goshen Township Zoning Ordinance of 1997, as amended in Ordinance No. 129-E-09 which was enacted on March 17, 2009 (the "Ordinance"), to use the property and office building at 1585 Paoli Pike as a Cyber Charter School Campus, as such use is defined in the Ordinance. The property is located in the C-5 Government Finance and Office District, being Tax Parcel No. 53-4-43, and is improved with a building which has approximately 35,000 square feet which has historically been used as an office building (the "Property").

The Board conducted public hearings (the "Hearings") on the Application on April 7, 2009 and April 14, 2009. The Township was represented by Joseph E. Brion, Esquire and Applicant was represented by Alyson Zarro, Esquire. From the testimony and exhibits presented at the Hearings, the Board makes the following:

## FINDINGS OF FACT

### Procedural Requirements

1. The Township received the Application on January 27, 2009 and scheduled a public hearing on April 7, 2009 at 8:00 p.m. at the Township municipal building after the Ordinance was amended on March 17, 2009 as requested by Applicant to permit a Cyber Charter School Campus in the C-5 District by conditional use.

2. In the Application Applicant requested conditional use approval pursuant to Section 240-17.C(6) of the Ordinance to use the existing 35,000 square foot building located on the Property as a "Cyber Charter School Campus" as that term is defined in the Ordinance as amended in Ordinance No. 129-E-09.

3. The Board published a public notice of the initial hearing date in the *Daily Local News* on March 23, 2009 and March 30, 2009 in accordance with the requirements in the Ordinance and the Pennsylvania Municipalities Planning Code ("PaMPC"), 53 P.S. §10101 *et. seq.* (Exhibit B-3).

4. The Township provided notification of the initial Hearing to adjacent property owners by correspondence dated January 28, 2009 (Exhibit B-2).

5. The Township posted the Property with notification of the initial Hearing and provided an Affidavit of Posting dated March 23, 2009 (Exhibit B-4).

6. The Board received a copy of correspondence dated March 30, 2009 from the East Goshen Township Conservancy Board to the Township Planning Commission which advised that members of the Conservancy Board inspected the Property and provided recommendations (Exhibit B-5).



7. The Board received correspondence dated April 2, 2009 from the Township Planning Commission recommending that the Board approve the Application subject to various conditions (Exhibit B-6).

8. The Township received an email communication from its traffic engineer, Dean Kaiser, P.E., P.T.O, at Orth-Rodgers & Associates, Inc., dated April 7, 2009 providing comments based on Applicant's traffic report dated April 1, 2009 prepared by Applicant's traffic engineer, Frank Tavani, P.E. (Exhibit B-7).

9. No people or entities requested party status in the Application.

#### **Description of the Property**

10. The Property is located at 1585 Paoli Pike, East Goshen Township, Chester County, Pennsylvania and is owned by Fuchs Partnership II.

11. The Property is improved with a 35,000 square foot building which has, in the past, been used as an office.

12. The Property is located within the C-5 Government Finance and Office District which permits a Cyber Charter School Campus by conditional use pursuant to Section 240-17.C(6) of the Ordinance as it was amended in Ordinance No. 129-E-09 adopted by the Board on March 17, 2009.

13. Applicant has or will enter into a lease with the property owner in accordance with Exhibit A-3.

#### **Proposed Development of the Property**

14. Applicant intends to utilize the current building as a Cyber Charter School Campus and proposes occupancy of the said building in two stages; the initial stage consisting of the University Scholars Program occupying the first floor of the building

and cyber teachers occupying the second floor of the building; and the second stage consisting of the University Scholars Program occupying both the first and second floors of the building.

15. Applicant will provide sufficient parking for the proposed use as shown on the Plan of Property which was admitted into the record as Exhibit A-5 and in accord with the testimony and exhibits at the hearing. In addition, Applicant agreed at the request of the Board to submit to the Township a plan for how it will direct the students and parents to drop-off and pick-up students who attend the campus. This plan was introduced by Applicant at the April 14, 2009 hearing and admitted into the record as Exhibit A-9. Applicant testified that the parent pick-up/drop-off procedure will be in accord with Exhibit A-9.

16. Applicant testified that it will not enroll more than 250 students in the University Scholars Program and thus it will not have more than 250 students at the Property at any one time. Some students will study at the school two (2) days per week and study at home three (3) days per week while other students will study at the school three (3) days a week and study at home two (2) days a week. When the school is at full capacity (meaning there are 250 students who attend classes on site which shall be referred to herein as "Full Occupancy"), the students will be staggered so that all 250 students will only be at the school every other Friday.

17. On or before the first day of school in any given school year, Applicant agreed to provide the Township with a census that lists the number of students of driving age and the number of students who will become eligible to obtain a drivers license during the school year, together with the number of teachers and staff members

who will be employed at the school during that year to determine if there is sufficient parking to meet the parking requirements in the Ordinance which require one parking space for every student of driving age and one space per employee. See Section 240-33.A(1) and the parking Table, Section D(8). If it is determined by the Township after review of the census list that there is not sufficient parking to meet the Ordinance criteria for such use, then the Township will impose a limitation in the number of driving aged students that are able to attend the school. Applicant agreed that the Township has the right to restrict the number of students who attend the school based on the parking requirements in the Ordinance and Applicant agreed that it can be required to restrict driving aged students if there is not sufficient parking for the students, teachers, staff and visitors.

18. Applicant testified that students will utilize the school grounds for minimal outside activity; for example, lunch, teaching, unstructured recreational activity and special school-wide events, provided all activities will take place at least 50 feet from any property line and do not interfere with or adversely impact the surrounding neighborhood in any manner, including but not limited to, noise, trash or disruption of the quiet enjoyment of the neighborhood by the outside activity.

19. Applicant shall not allow the students to leave the Property during the school day except for emergencies, when excused for the day or for school sponsored class trips.

20. Applicant further testified that there will be no organized or team sports of any kind which occur on the Property.

21. Applicant testified that no buses of any kind, including school buses, public transportation buses or small mini-buses will be utilized to transport students to the facility on a daily basis however there will be passenger vans which can accommodate between 12-15 students which may drop off students to the campus. There may also be infrequent times when school buses will transport students to field trips or other off-site school sponsored events.

22. Applicant testified that a parking space shall be provided on the Property for each student of driving age and for each teacher and/or staff member working at the school as required by the Ordinance. Applicant agreed to continue to monitor the parking requirements and provide the Township annually with an updated census of students to verify that there is sufficient parking for the driving aged students, teachers and staff.

23. Applicant will provide trash and recycling only in designated trash enclosed areas which will be screened from public view.

#### **Utilities and Fire Protection**

24. The Property will be serviced by public water and public sewer.

25. Applicant agrees to adhere to any and all requirements of the Township Fire Marshal.

26. Applicant testified that it shall install additional plantings as recommended by the East Goshen Township Conservancy Board in its letter dated March 30, 2009 to the Township's Planning Commission (Exhibit A-5).

27. The Township Planning Commission submitted a letter dated April 2, 2009 to the Board recommending conditional use approval subject to specific conditions to which Applicant has agreed (see Exhibit B-6).

**Miscellaneous**

28. The Board introduced the following exhibits:

- B-1 Conditional Use Application dated January 27, 2009 with attached Plan of Property prepared by Chester Valley Engineers, Inc. and Space Plan for PALCS prepared by Architectural Alliance
- B-2 Correspondence dated January 28, 2009 from Louis F. Smith, Jr., Township Manager, to adjacent property owners notifying them of Scheduled conditional use hearing
- B-3 Proof of Publication in the *Daily Local News* on March 23, 2009 and March 30, 2009
- B-4 Affidavit of Posting dated March 23, 2009
- B-5 Correspondence dated March 30, 2009 from East Goshen Conservancy To Township Planning Commission
- B-6 Correspondence dated April 2, 2009 from Township Planning Commission To Board of Supervisors recommending approval subject to certain Conditions
- B-7 Email dated April 7, 2009 from Township Traffic Engineer

29. Applicant introduced the following exhibits:

- A-1 Conditional Use Application dated January 27, 2009
- A-2 East Goshen Township Zoning Ordinance of 1997, as amended (incorporated by reference)
- A-3 Letter from John Fuchs on behalf of Fuchs Partnership II dated April 6, 2009
- A-4 Aerial – Study Area Mosaic prepared by F. Tavani and Associates, Inc. Dated January, 2009

- A-5 Plan of Property for Fuchs Partnership II prepared by Chester Valley Engineers, Inc. dated June 21, 2005
- A-6(a) Space Plan, Sheet A-1, prepared by Architectural Alliance dated January 26, 2009
- A-6(b) Space Plan, Sheet A-2, prepared by Architectural Alliance dated January 26, 2009
- A-7 Depiction of Parent Pick-Up/Drop Off Procedure prepared by F. Tavani And Associates, Inc. dated April, 2009
- A-8 Proposed Directional Signage for Pick-Up/Drop-Off Procedure
- A-9 Proposed Parent Pick-Up/Drop-Off and Student Driver Parking Procedure
- A-10 Depiction of Parking Assignments prepared by F. Tavani and Associates, Inc. dated April, 2009
- A-11 Traffic Impact Evaluation prepared by F. Tavani and Associates, Inc., Last revised April 1, 2009
- A-12 Planning Commission recommendation dated April 2, 2009

### **CONCLUSIONS OF LAW**

1. Applicant has or will enter into a lease with the property owner and therefore has standing to bring this Application before the Board.
2. The Property is located within the C-5 Government Finance and Office District which permits a Cyber Charter School Campus by conditional use pursuant to Section 240-17.C(6) as amended in Ordinance No. 129-E-09.
3. Applicant has proven the criteria for a conditional use pursuant to Sections 240-17.C(6) and 240-31.C of the Ordinance and no evidence was introduced in opposition to the Application.

9/2/17

## DISCUSSION

This Application started by Applicant submitting a Petition to Amend the Zoning Ordinance in January of 2009 seeking the Board's approval to amend the Ordinance to permit by conditional use in the C-5 District a Cyber Charter School Campus, which was a new use to be defined in Section 240-6 of the Ordinance. The Board was not familiar with the proposed use or the impacts associated with such use on surrounding properties. After learning details about Applicant's proposed use through Applicant's presentations to the Planning Commission as well as to the Board, the Board agreed to adopt an amendment to the Ordinance to permit a Cyber Charter School Campus in the C-5 District by conditional use, which amendment was enacted on March 17, 2009 in Ordinance No. 129-E-09.

Once the Application was filed and the Hearings commenced, the Board had questions and concerns regarding the traffic which may be generated by the proposed use. The Board recognizes that the Property is improved with an office building which in the past has had many employees and thus generated traffic typically associated with offices during morning and afternoon peak rush hours. The Board has taken into consideration that although there may be additional traffic generated by the proposed use with student drop-off and pick-up, Applicant's traffic study outlined the fact that, unlike the office building, most of the traffic that will be generated by the proposed use will occur during off-peak hours and will not be traveling on the surrounding roads at the same time that employees would be traveling to the Property if it were utilized as a traditional office building. The Board will impose certain conditions of conditional use approval relating to parking and traffic to minimize any potential that the proposed

Cyber Charter School Campus will have an adverse impact on the surrounding community or cause undue traffic problems on the surrounding road network.

In granting a conditional use, a governing body has the authority to impose reasonable conditions and safeguards in addition to those expressed in the township ordinances if such conditions are necessary to implement the purposes of the ordinance and to protect the health, safety and welfare of the surrounding property owners. PaMPC, Section 603(c)(2), 53 P.S. Section 10603(c)(2). Because the use is approved by conditional use, the Board can impose certain conditions on the Applicant so as to protect the health, safety and welfare of the surrounding community and require Applicant to comply with those reasonable conditions to prevent the use from resulting in substantial injury to the public interest. Susquehanna Twp. Board of Commissioners v. Hardee's Food Systems, Inc., 59 Pa. Cmwlth. Ct. 479, 430 A.2d, 367 (1981); Appeal of Estate of Achey, 86 Pa. Cmwlth. Ct. 385, 484 A.2d, 874 (1984), aff'd 501 A.2d 249 (Pa. 1985).

Applicant, through testimony and exhibits, demonstrated to the Board that the proposed use will not adversely impact the health, safety and welfare of the surrounding community or the Township and this Board, through numerous questions in two nights of hearings, made determinations that by imposing reasonable conditions this particular use will possibly be less intense than an office use at the same location. Therefore, the Board has determined that Applicant's proposed use meets the criteria of the Ordinance and should be granted with reasonable conditions as imposed by the Board.



## ORDER

AND NOW, to wit, this 12<sup>th</sup> day of May, 2009, the Board of Supervisors of East Goshen Township ("Board") hereby grants conditional use approval to Applicant pursuant to Section 240-17.C(6) of the Ordinance as amended in Ordinance No. 129-E-09 to use the Property as a Cyber Charter School Campus in accordance with the following conditions:

### USE

1. Subject to the right to seek minor modifications from the Board pursuant to Condition No. 21 below, Applicant will operate the Cyber Charter School Campus substantially in accordance with and subject to the testimony and exhibits presented at the Hearings.

2. Applicant is not permitted to have more than 250 students attend classes at the Property at any given time. If Applicant wants to have more than 250 students attend classes at the Property at any given time in the future, then it must apply to the Board to reopen the conditional use hearings to approve such modification to this Order and this condition.

3. On or before the first day of school in any given year, Applicant shall provide the Township with a census that lists the number of students of driving age and the number of students who are eligible to obtain a drivers license during the school year together with the number of teachers and staff members who will be employed at the school during that school year which will be used to determine if Applicant complies with the parking requirements in the Section 240-33.A(1)(a) and the parking table referred to in such section, specifically paragraph (D)(8) of the Ordinance for such use.

Applicant agrees that compliance with the parking requirements in the Ordinance may require it to limit the number of driving aged students that attend the campus if there is not sufficient parking for the students, teachers and staff.

4. Applicant is specifically permitted to allow students to utilize the school grounds for minimal outside activity; for example, lunch, teaching, unstructured recreational activity and special school-wide events provided all activities take place at least 50 feet from any property line and do not interfere or adversely impact the surrounding neighborhood in any manner including but not limited to noise, trash or disruption of the quiet enjoyment of the neighborhood by the outside activity. It is understood that there will be no outdoor organized or team sports of any kind on the Property. Applicant, within 30 days of this Order, must submit a plan to the Township that depicts the area to be used for such outside activities.

5. Applicant shall not allow the students to leave the Property during the school day except in the case of an emergency, when excused for the day or for school sponsored class trips.

#### **TRAFFIC**

6. In order to accommodate the 250 students, Applicant will provide the Township with a revised traffic study to determine the impact when all of the 250 students are in attendance. This study will also show if there is sufficient capacity when vehicles are waiting to pickup students that the vehicle line does not extend beyond the property line, i.e. out onto Paoli Pike. This revised study is due within 60 days of this Order.

7. If Applicant intends to use the Property for special student events which will generate a significant amount of traffic, Applicant must submit a plan to the Westtown-East Goshen Police Department at least 2 weeks prior to the special event to demonstrate how parking and traffic circulation will be handled. The Police Department must approve said plan which can thereafter be followed by Applicant for similar sized special events. Once the plan for a special event is approved by the Police Department, Applicant shall adhere to said plan and send notice of the date and time of each special event to the Township and Police Department.

8. No vehicles which are larger than a passenger van shall be used to transport students to the campus. Notwithstanding this condition, Applicant shall be permitted to have buses transport students to field trips or off-site school sponsored events.

9. If traffic generated by the Cyber Charter School Campus is inconsistent with the traffic projections set forth in Applicant's traffic study dated April 1, 2009 which was admitted into the record as Exhibit A-11, as such plan will be revised pursuant to condition 6 above, and therefore the additional traffic generated by the proposed use causes unforeseen congestion at the Property's driveway intersection with Paoli Pike, or conflicts with the traffic generated by the East Goshen Elementary School's use during the designated times for drop-off/pick-up of Applicant's students, as determined and studied by the Township traffic engineer, the Township shall notify Applicant immediately of such problem. Applicant must then provide to the Township a method of mitigating the traffic conflict or congestion which method shall be approved by the Board.

10. Vehicles, either delivering students in the morning or picking up students in the afternoon, cannot extend or queue beyond the school driveway at any time. No vehicles will be permitted to queue or park along Paoli Pike and Applicant must insure that the drop-off/pick-up procedures provide ample room for vehicles to remain on the Property.

11. Applicant shall install directional signs on the Property as shown on Exhibit A-8 in order to direct all individuals to the drop-off/pick-up location to the rear of the building.

12. Student and staff parking will be located in areas of the Property designated for such parking so as to minimize interference with vehicles in the drop-off/pick-up queuing lanes.

13. On or before November 1, 2009, and annually thereafter until the third anniversary of the date when the Campus is Fully Occupied (meaning it has 250 students on site at one time), Applicant shall provide the Township with a written report which analyzes if there are any problems associated with the drop-off or pick-up procedures that are in place and the traffic circulation on the Property and exiting the Property. If Applicant determines in such report that there are problems with the drop-off and pick-up procedures or with traffic circulation or traffic congestion onto Paoli Pike, it shall suggest methods by which the identified problems can be ameliorated. Such report and suggestions shall be reviewed by the Board. Applicant shall implement such modifications as approved by the Board. The Board specifically reserves the right to impose changes in the drop-off/pick-up procedures and impose restrictions on vehicles making left turns when exiting the Property in order to ensure the safety of the students

and all others following its review of the reports submitted by Applicant pursuant to this condition.

### **SIGNS**

14. Applicant shall be permitted to change the wording on the existing non-conforming freestanding sign on the Property, however, the size of the sign shall not be increased in any way.

### **MISCELLANEOUS**

15. No external storage of trash or recycling will be permitted on the Property except in designated trash enclosed areas as approved by the Township Zoning Officer which will be screened from public view.

16. Applicant shall adhere to any and all requirements of the Township Fire Marshal.

17. Applicant shall remove the existing basketball pole located in the parking lot on the Property.

18. Applicant shall maintain the landscaping that exists on the Property but shall specifically remove and continue to remove the multi-floral rose vines and invasive species from the Property.

19. Applicant shall insure that the existing landscaping, including that which screens the Property from the abutting residences, remains in its current condition except as stated in Condition 18 and continues to serve as and be maintained as a screening buffer from the abutting residences.

20. Applicant shall install the additional plantings as recommended by the Conservancy Board in its letter dated March 30, 2009 (Exhibit B-5) on or before September 30, 2010.

21. The Board recognizes that Applicant's testimony about the proposed use at the Hearings described how Applicant intends to operate the Cyber Charter School Campus from its inception and that Applicant may desire to make minor changes in the manner in which the campus is operated over the years which may impact Applicant's ability to strictly comply with the conditions in this Order. If Applicant seeks to make minor modifications in how the campus is operated which are different than how Applicant described the use at the Hearings, it shall send a written request to the Board for approval of such modification. The Board has the discretion to allow such modification without the need for a new conditional use hearing. If the Board determines that the proposed modification is substantially different than how Applicant described the use and its operation, the Board may require Applicant to have a new hearing seeking approval to modify this Order.

22. No additional development, buildings or uses are permitted on the Property without a modification of this Order by the Board.

23. Applicant shall comply with all Township Ordinances and regulations and all governmental permit requirements and governmental agency requirements, state regulations and Federal regulations.

24. This Order and the conditions contained herein bind the Applicant, its successor and assigns.

ATTEST:

**BOARD OF SUPERVISORS OF  
EAST GOSHEN TOWNSHIP**

\_\_\_\_\_  
Joseph Gill, Secretary

\_\_\_\_\_  
E. Martin Shane, Chairman

\_\_\_\_\_  
Carmen R. Battavio, Vice-Chairman

\_\_\_\_\_  
Joseph M. McDonough, Member

\_\_\_\_\_  
Donald R. McConathy, Member

\_\_\_\_\_  
Thom Clapper, Ph.D., Member

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**Memo**  
**East Goshen Township**  
**1580 Paoli Pike**  
**West Chester, PA 19380**

Voice (610) 692-7171  
Fax (610) 425-8950  
E-mail [rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)

RS

Date: April 30, 2009  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Act 32 of 2008

Act 32 of 2008 mandates county wide collection of Earned Income Tax (EIT) by January 1, 2012. The law requires each County to create Tax Collection Committee whose membership shall consist of a delegate from each municipality and/or school district that imposes an EIT.

The TCC is responsible for the collection of the EIT.

The first meeting of the TCC must be held on or before November 15, 2009 and the TCC must adopt by bylaws by April 15, 2009.

There are 57 townships, 15 boroughs, 1 city and 14 school districts in the County and all but 7 of them have adopted an EIT.

You need to select a delegate, and at least one, preferably 2 alternates.



BOARD OF SUPERVISORS  
EAST GOSHEN TOWNSHIP

CHESTER COUNTY  
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

11. SUBDIVISIONS  
1.  
2 pgs

April 9, 2009

Dear Property Owner:

The purpose of this letter is to inform you that Richard Miller submitted a Zoning Hearing Board application requesting a Zoning Variance for his property located at 16 Reservoir Rd., West Chester PA, 19380. The applicant proposes to create two one-bedroom apartments above the attached garage on the property.

This property is located in the R-3 Zoning District (Medium Density Residential District). The proposed apartment uses are not permitted in the R-3 District therefore the applicant is requesting a variance for the use of the property; in order to allow the two proposed apartments.

Pursuant to Township policy, property owners and residents within 1000 feet of the properties seeking zoning relief are notified of Zoning Variance applications.

**This application will be discussed on the following dates and times.**

**May 6, 2009** - Planning Commission meeting (workshop at 7 pm, formal meeting @ 8:00 pm)

**May 12, 2009** - Board of Supervisors meeting (workshop at 6:30 pm, formal meeting @ 8:00 pm)

**May 27, 2007** - Zoning Hearing Board (meeting @ 7:30 pm) (Zoning Hearing)

All meetings are held at the Township Administration Building and are open to the public. The application and plans are available for review during normal business hours. Please give me a call at 610-692-7171 or email me at [mgordon@eastgoshen.org](mailto:mgordon@eastgoshen.org) if you have any questions or need additional information.

Sincerely,



Mark A. Gordon  
Township Zoning Officer

Cc: All Township Authorities, Boards and Commissions  
Ross Unruh, Esq. Zoning Hearing Board Solicitor

Miller  
1 of 1

208

RICHARD N. LIPOW  
ATTORNEY AT LAW  
629 SWEDES FORD ROAD  
SWEDES FORD CORPORATE CENTER  
MALVERN, PENNSYLVANIA 19355  
(610) 251-2500

ADMITTED IN THE COMMONWEALTHS  
OF PENNSYLVANIA AND MASSACHUSETTS

RICHARD@LIPOWLAW.COM

April 9, 2009

Fax: 610-692-8950

Mark A. Gordon  
East Goshen Township  
Director of Code Enforcement / Zoning Officer  
1580 Paoli Pike  
West Chester, PA 19380

RECEIVED  
BY \_\_\_\_\_  
APR 13 2009

RE: 16 Reservoir Rd. ZV application

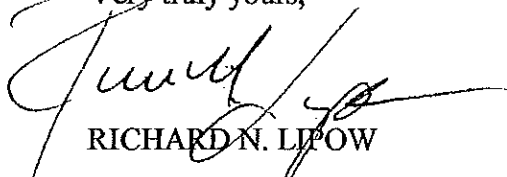
Dear Mr. Gordon:

Mr. Miller has provided me with a written request that the pending application be modified to reflect that the relief requested *not* be limited to his occupancy and/or ownership of the subject property.

Please consider the application revised.

Thank you.

Very truly yours,



RICHARD N. LIPOW

C: Addressee by First Class Mail

Miller  
2 of 2

BOARD OF SUPERVISORS  
EAST GOSHEN TOWNSHIP

CHESTER COUNTY  
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

11. SUBDIVISIONS

2.

2pg

April 23, 2009

Dear Property Owner:

The purpose of this letter is to inform you that the National Bank of Malvern has submitted a Zoning Hearing Board application requesting Zoning Variances for their property located at 1305 Paoli Pike, West Chester PA, 19380. The applicant proposes to construct a bank branch and parking areas on the property. Parking proposed on the North side of this property will be leased to the YMCA. The variances requested are: 1. A dimensional side yard variance from §240-21.G of the Township Ordinance on the west property line for the bank drive-through canopy. 2. A variance from §240-33.B(5)(B) of the Township ordinance restricting parking between the building set-back line and the street right-of-way line.

The property is zoned Business Park (BP); where a bank use is a permitted conditional use. Prior to pursuing the Conditional Use and Land Development Planning for the proposed new bank, the property owner seeks the above-mentioned relief from the Township Zoning Ordinance requirements.

Pursuant to Township policy, property owners and residents within 1000 feet of the properties seeking zoning relief; are notified of Zoning Variance applications.

**The meeting dates and times when this application will be discussed are outlined below.**

**May 6, 2009** - Planning Commission meeting (workshop at 7 pm, formal meeting @ 7:30 pm)

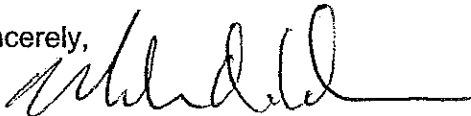
**May 12, 2009** – Board of Supervisors meeting (workshop at 7:00 pm, formal meeting @ 8:00 pm)

**Date Correction**

**May 13, 2007** **May 13, 2009**– Zoning Hearing Board (meeting @ 7:30 pm) (Zoning Hearing)

All meetings are held at the Township Administration Building and are open to the public. The application and plans are available for review during normal business hours. Please give me a call at 610-692-7171 or email me at [mgordon@eastgoshen.org](mailto:mgordon@eastgoshen.org) if you have any questions or need additional information.

Sincerely,



Mark A. Gordon  
Township Zoning Officer

Cc: All Township Authorities, Boards and Commissions  
Ross Unruh, Esq. Zoning Hearing Board Solicitor  
Rick Craig, P.E., Township Engineer, West Goshen Township

NATIONAL  
BANK

Bank  
2 of 2

**WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING**  
**Stokes Assembly Hall**  
**1039 Wilmington Pike, Westtown Township**  
**March 18, 2009 - 7:30PM**

**FVI**

**RECEIVED**  
BY: \_\_\_\_\_

APR 16 2009

**Call to Order**

Vice Chair Lees led those present in the Pledge of Allegiance to the Flag and called the meeting to order.

**Present**

Commissioners – Whittig, Walter, Adler, Lees, and Rohrbach. Also present were Township Manager Bob Layman, Township Engineer Rob Pingar, five guests and those mentioned below.

**Adoption of Agenda**

The Agenda was adopted as submitted.

**Approval of Minutes**

The minutes of the Planning Commission meetings of February 18, 2009 were approved as submitted.  
(BW/DW)

**Reports.**

Dave Walter reported on the Board of Supervisors meeting of March 2<sup>nd</sup>. The Board adopted the Sidewalk Maintenance Ordinance, announced the Public Meeting on the Zoning Ordinance Lighting Amendment, and approved the Conditional Use Decision for Tract 2008-5, Loew Associates Office Building. He indicated the Board was now aware of the potential issue of necessary work on West Pleasant Grove Road in order to interconnect the two sections of road to be constructed by Presby Homes and Fair Share Properties. Rob Pingar will be attending a Board Workshop Meeting to discuss this topic.

Elaine Adler reported briefly on the Board's March 4<sup>th</sup> Lighting Amendment meeting which was attended by all members of the Planning Commission. Eric Rohrbach expressed concern that the WCASD has not completely met the obligations assumed as part of the construction of Bayard Rustin High School.

Brent Whittig reported on the meeting of March 16<sup>th</sup>. The Officer of the Year Award was presented to Officer Armbruster. Pleasant Grove residents were present to discuss control of Canada geese which have become a serious nuisance. They would like the Township to participate in a plan to install solar powered lights to disturb the flock and prevent nesting. The Board will consider the request. The Board's draft of the Lighting Amendment will be sent to the Chester County Planning Commission for review and advertized for adoption. He also reported that the Dunning Drive residents asked the Board to establish Parking Permits to control event parking on their street.

**Announcements**

Elaine Adler announced the Brandywine Conservancy meeting on March 31<sup>st</sup>. There is Review of Landscapes II at the Chester County Planning Commission on March 23<sup>rd</sup>. Jim Lees will attend.

**Non-agenda Public Comment.** None at this time.

**Tract 2008-4, Rossiter Sketch Plan.**

The PC received a sketch plan dated December 16, 2008, showing a three lot subdivision of the 2.4 acre R-2 tract. The property presently has the Rossiter's house and two other buildings. The sketch shows a common driveway for the three lots. Public sewer and public water are available. Present were Mr. and Mrs. Rossiter and their engineer, Adam Brower of E. B. Walsh.

Mr. Brower explained the sight distance requirements made the placement of a common driveway for the three lots at approximately the location of the present drive. Sight lines to the east are limited by the curve and slope of East Pleasant Grove Road. The lot lines were also placed to avoid as much as possible the existing mature trees on the property.

Mr. Brower indicated there were two sketch plans, one showing the existing "Creamery" building being retained and enlarged on lot 1. The second sketch assumes an entirely new dwelling is constructed. According to the Rossiters, the Creamery is presented used as a guest house.

Mr. Lees asked if there was adequate area on Lot 2 for a turnaround and garage. Mr. Brower said there was space, but he did not know what the impervious coverage would be.

Mr. Pingar noted that the Township generally uses actual speed, in this case probably 45 mph, rather than speed limit to calculate the requirement for sight distances. He also asked about the apparent flag lot configuration of Lot 3. Mr. Brower indicated they would seek a waiver. Mr. Pingar noted the required 75 foot setback from the stream which crosses the property and questioned if Lot 1 would have a proper building envelope. He also indicated that impervious coverage regulations and storm water requirements might preclude further improvements on these lots. As the Rossiters are not sure where the existing sewer lateral is located, Mr. Pingar indicated this might further limit finding a building envelope on Lot 1 as shown.

#### **Tract 2008-10, J & A Construction/Shiloh Road.**

PC received CCPC review letter dated March 5, 2009, McCormick Taylor review letter dated March 13, 2009, and URS review letter date March 3, 2009. Westtown Township has also received a copy of the Component 1 Sewer Module. Present for the developer were Fred Tordone, and Engineer Steve Sauselein of E. B. Walsh.

Mr. Sauselein stated he had met with the Township Engineer. Mr. Pingar said that most issues were resolved although there are still some questions relating to Storm Water Management and Chester County Health Department approval of the sewage modules.

Mrs. Adler said that CCHD has approved the module although suggesting that the Township might consider requiring a replacement area for on-site systems.

Mr. Sauselein explained the proposed storm water management which, due to the contours of the tract, is located primarily on Lot 1. Mrs. Adler advised the applicant that Westtown would require an extension of the review period as it appears this project will not be ready for Planning Commission action at the next meeting. Mr. Lees indicated that the PC might make a conditional recommendation of approval providing the Township Engineer was satisfied.

#### **Tract 2009-2, Hurd, Oakbourne Road.**

This is a 4.5 acre tract with one existing dwelling located on the north side of Oakbourne Road. Mrs. Adler explained that there have been prior sketch plans for subdivision of this property which did not proceed because of access issues. Access to the present dwelling is a driveway across Township open space which is limited to use by three specific properties. Although the property has extensive frontage on Oakbourne Road, there is an area of steep slopes along the road which present some difficulties as does the issue of adequate sight distance. The property is zoned R-2 which permits 22,000 square foot lots with public sewer and public water. The current owners propose public sewer, specifically a low pressure grinder pump system which the Hurds discussed with the Board at the last Township meeting. Mr. Layman stated that the Board has questions concerning this type of installation but was not completely opposed to the concept. Public water is available. The sketch plan before the Township shows six lots with a cul-de-sac accessing Oakbourne Road. The Planning Commission and the Township Engineer commented on the problems resulting from the steep slopes, and the difficult access and storm water management

Dave Walter said that his property is in close proximity to this tract and asked if it would be advisable for him to recuse himself from PC discussion. He will consult the Township Solicitor on this point.

James Hurd, owner of the property, arrived at this time. He stated his family was planning to move to the Oakbourne property and wanted to subdivide to provide building lots for his family. He understands that sewer and road access are the two major issues. He asked his engineer to draw up a plan showing what was possible and asked for comments from the Planning Commission on the sketch. Mr. Hurd says his engineer is confident that the road can be engineered as shown. The Planning Commission indicated it had serious concerns about the slope issues. The Township Engineer commented that he did not believe there was adequate area shown for storm water management based on the requirements of the Chester County

Conservation District. He also commented that dealing with the grades and the necessary retaining walls, grading, and terracing would be challenging and very expensive. Mr. Pingar also questions if it will be possible to achieve six lots.

Mr. Hurd said his Engineer believed that the proposed road location was the safest. Mr. Pingar asked for additional information on sight distances. Mr. Hurd asked for PC input on the sewer question. The PC suggested further investigation of a gravity system.

Public Comment.

**Wayne Thompson**, 717 Oakbourne Road, commented on the limited visibility, at the proposed cul-de-sac. He also mentioned the existing mature trees on this tract, indicated he had reservations about putting a public road where the existing drive is located, and stated that his lot has an easement over what is shown on the sketch as part of Lot 2. PC believes this is a legal question. Mr. Pingar explained that the owner can remove trees, but is required to plant new trees per the Subdivision Ordinance.

**Thomas Fikse**, 705 Oakbourne Road, adjacent to the tract on the Westside, indicated concern about storm water management. Mr. Pingar said he, as the Township Engineer, would review the plan, as would the Planning Commission and the Board of Supervisors, and the Chester County Conservation District.

**David McGoldrick**, 929 Thorne Drive, asked if condominiums could be developed on this tract as Mr. Hurd had mentioned. Mrs. Adler said that since it is zoned R-2, no multifamily dwellings are permitted, nor can it be developed under the Flexible Development regulations.

**Cathy Thompson**, 717 Oakbourne Road, asked what rights existing residents have when someone wants to develop neighboring property. She is concerned about the impact of this project on the quality of life.

Public Comment None at this time.

Adjournment. – (ER/DW) 9:40PM

Elaine L. Adler  
Planning Commission Secretary

# BOARD OF SUPERVISORS

## EAST GOSHEN TOWNSHIP

CHESTER COUNTY  
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

April 30, 2009

Dear Property Owner:

The purpose of this letter is to inform you that Metro PCS, LLC has submitted a Conditional Use application requesting approvals to install a stealth telecommunications facility within the church steeple on the property owned by the United Church of Christ at 1201 North Chester Road, West Chester PA, 19380.

Pursuant to Township policy, property owners and residents within 1000 feet of the subject property are notified of Conditional Use applications.

**The meeting dates and times when this application will be discussed are outlined below.**

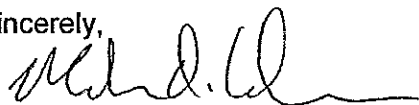
**May 6, 2009** - Planning Commission meeting (workshop at 7 pm, formal meeting @ 7:30 pm)

**June 3, 2009** - Planning Commission meeting (workshop at 7 pm, formal meeting @ 7:30 pm)

**June 16, 2009** – Board of Supervisors meeting (workshop at 7 pm, formal meeting @ 8:00 pm)

All meetings are held at the Township Building and are open to the public. The plans are available for review during normal business hours. Please give me a call at 610-692-7171 or email me at [mgordon@eastgoshen.org](mailto:mgordon@eastgoshen.org) if you have any questions or need additional information.

Sincerely,



Mark A. Gordon  
Township Zoning Officer

Cc: All Township Authorities, Boards and Commissions  
Debra Shulski, Esq. (Via email)



# BOARD OF SUPERVISORS

## EAST GOSHEN TOWNSHIP

CHESTER COUNTY  
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

April 29, 2009

Dear Property Owner:

The purpose of this letter is to inform you that Vincent Angelini Sr. has submitted a Plan to subdivide his property at 957 Cornwallis Drive. The applicant proposes to subdivide the two existing residential parcels into three residential building lots.

Pursuant to Township policy, property owners within 1000 feet of a proposed subdivision are notified of pending applications. The subdivision plan and application will be discussed at the following meetings.

May 6, 2009 - Planning Commission meeting (workshop at 7 pm, formal meeting @ 7:30 pm) **(The applicant will make a presentation at this meeting)**

June 3, 2009 - Planning Commission meeting (workshop at 7 pm, formal meeting @ 7:30 pm) **(Recommendation to the Board of Supervisors)**

July 7, 2009 – Board of Supervisors meeting (workshop at 7 pm, formal meeting @ 7:30 pm)

All meetings and workshops are held at the Township Building and are open to the public. The dates and actions of the Township are subject to the timely submission of complete plans and materials by the applicant and subject to change. The applicant shall address all comments raised by the Township during the plan reviews and prior to approval.

The plans are available for review by the public during normal business hours. Please give me a call at 610-692-7171 or email me at [mgordon@eastgoshen.org](mailto:mgordon@eastgoshen.org) if you have any questions or need additional information.

Sincerely,



Mark A. Gordon  
Township Zoning Officer

CC: All Township Authorities, Boards and Commissions