

**AGENDA**  
**EAST GOSHEN TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**TUESDAY, AUGUST 24, 2010**  
**7:00 PM**

1. Call to Order
2. Pledge of Allegiance/Moment of Silence
3. Ask if Anyone is Recording the Meeting
4. Public Comment – Hearing of Residents (Optional)
5. Approval of Minutes
  - a. August 10, 2010
6. Chairman's Report
  - a. Announce that the TAG will hold a meeting on September 8 at 7:00 PM to solicit comments and suggestions from residents on how to improve the Township's financial position.
  - b. Greg Cary of PECO will update the Board on PECO's procedure for restoring electric service after an outage.
7. Public Hearings - None
8. Staff Reports
  - a. Treasurers Report
9. Old Business
  - a. Action List
  - b. Review Hershey Mill Dam Cost Estimates.
  - c. Review recommendation on printers.
  - d. Wireless Communication Facilities in East Goshen Township.
10. New Business
  - a. Consider approval for installation of a generator for the Public Works Annex.
  - b. Consider approval of purchase of three new 4 Post Feeders and a new trail camera for the Deer Tick Program.
  - c. Review Refuse Specs
  - d. Decide if meeting on 8/31/10 is needed
  - e. Consider approval for Public Works truck repairs.
11. Any Other Matter
12. Correspondence, Reports of Interest

- a. August 11, 2010 letter of commendation to Chief Dumond from District Attorney's Office of Chester County for Victims Compensation Assistance Program
- b. Acknowledge receipt of monthly permit log.

13. Meetings & Dates of Importance

August 31, 2010	Board of Supervisors	7pm (if needed)
September 1, 2010	Planning Commission	7 pm
September 1, 2010	TAG	7 pm
September 2, 2010	Park & Recreation	7 pm
September 6, 2010	Labor Day - Office Closed	
September 7, 2010	Board of Supervisors	7 pm
September 8, 2010	Conservancy	7 pm
September 8, 2010	TAG	7 pm
September 9, 2010	Historical	7 pm
September 13, 2010	Municipal Authority	7 pm
September 14, 2010	Board of Supervisors	7 pm
September 15, 2010	TAG	7 pm
September 21, 2010	Board of Supervisors	7 pm
September 22, 2010	Zoning Hearing - Liberty Towers	7:30 pm
September 28, 2010	Board of Supervisors	7 pm

14. Public Comment – Hearing of Residents

15. Adjournment

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
1580 Paoli Pike, West Chester, PA 19380  
August 10, 2010 – 7:00pm  
Draft Minutes**

**Present:** Chairman Senya D. Isayeff, Vice-Chairman Thom Clapper, Supervisors Carmen Battavio, Marty Shane and Don McConathy. Also present were Township Manager Rick Smith, Phyllis Marron (Park & Rec), Kathryn Yahraes (Historical Commission), Jim McRee (Deer Committee & Planning Commission), Bryan DelMonte and Jane Fava (Conservancy Board).

**Call to Order & Pledge of Allegiance**

Senya called the meeting to order at 7:01pm and led everyone in the Pledge of Allegiance.

**Moment of Silence**

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

**Recording of Meeting**

No resident indicated they planned to record the meeting.

**Chester County Conservation District Grant for Applebrook**

Jane Fava requested Board approval to apply for a Chester County Conservation District grant to establish riparian buffer areas along the Ridley Creek within Applebrook as suggested by the Natural Lands Trust Report. Jane said the Township would not be required to put in any money, and Park & Rec has been consulted and they are on board.

Marty moved to approve the application for a Chester County Conservation District grant as described by Jane Fava. Carmen seconded the motion.

*Public Comment: Jackie Webber, 60 Line Road* – Expressed concern that if the grant is approved the trees will be planted too close together like they are near Line Road and Paoli Pike. Jane said the trees will be planted in accordance with U.S. Forest Service guidelines.

**Review & Approval of Minutes**

The Board reviewed and corrected the draft minutes of July 27. Marty moved to approve the minutes of July 27, 2010 as corrected. Don seconded the motion. There was no discussion or public comment. The Board voted unanimously to approve the motion.

**Chairman's Report**

Senya announced the following:

- The 2011 Minimum Municipal Obligation is \$149,211 for the Non-Uniformed Pension Plan and \$49,103 for the Fire Pension Plan.
- The Board met in Executive Session on July 27 to discuss a personnel matter.

- 1 • Resident Judy Schaeffer is interested in the vacancy on the Historical Commission.  
2 Ms. Schaeffer was interviewed by the Board on a prior occasion. Kathryn Yahraes said  
3 Ms. Schaeffer currently serves as a non-voting member of the Historical Commission and  
4 has volunteered at the Plank House for two years. Kathryn said all members of the  
5 Historical Commission are in favor of Ms. Schaeffer being appointed. Marty moved to  
6 appoint Judy Schaeffer to fill the vacancy on the Historical Commission. Don seconded  
7 the motion. There was no discussion or public comment. The Board voted unanimously  
8 to approve the motion.  
9

- 10 • PECO will be upgrading their facilities on Line Road and East Strasburg Road. Senya  
11 had Rick describe the planned upgrade.  
12

13 *Public Comment: Jim McRee, Oneida Lane* – Said he wants PECO to do the same kind  
14 of work in an area near his neighborhood. Don offered to give Mr. McRee the name and  
15 phone number for someone at PECO to contact in this regard.  
16

17 *Public Comment: Neil DeRiemer, Hershey Mill Road* – Asked if PECO is burying cable  
18 that is currently aerial, and Rick said no.  
19

- 20 • PennDOT will begin work on the Paoli Pike Closed Loop. Senya had Rick describe the  
21 work involved.  
22

### 23 **Bills**

24 Current invoices were reviewed.  
25

### 26 **Treasurer's Report & Expenditure Register Report**

27 *See attached Treasurer's Report for June 10, 2010.*  
28

29 Thom moved to accept the Treasurer's Report of August 5 and the Expenditure Register Report  
30 as recommended by the Treasurer, to accept the receipts and to authorize payment of the invoices  
31 just reviewed with the exception of #K0238201 from the Light House if Rick's research finds it  
32 to be a duplicate. Don seconded the motion.  
33

34 *Public Comment: Joe Buonnano, Herron Lane* – Asked about the noted listed next to "Payroll"  
35 on the Treasurer's Report indicating severance pay. Rick said Mr. Gill was paid severance for  
36 the month of August.  
37

38 There was no further discussion and no public comment. The Board voted unanimously to  
39 approve the motion.  
40

### 41 **ARCVIEW System (GIS)**

42 Rick reported that it appears it will be most cost effective to continue addressing GIS needs  
43 in-house as needed, and to utilize Yerkes Associates for professional GIS consulting services  
44 when necessary.  
45  
46

1 **Outsourcing of Public Works Services**

2 Rick reported he is currently working on bid specs, which he expects to go out in mid-  
3 September.  
4

5 **Consideration of Sale of Hershey Mill Dam**

6 Rick said before the Board starts discussing all the details of selling the dam, the Supervisors  
7 first need to decide whether they would even be willing to consider selling the dam.  
8

9 Marty moved to advertise the dam for sale to see what kind of response the Township gets. The  
10 ad and the bid specs will need to be reviewed by the Township Solicitor. The ad must state that  
11 1) the Township will be held harmless after the sale; 2) the buyer will continue to allow public  
12 access to the dam; and 3) the buyer will take on the responsibility of dealing with DEP in regard  
13 to their requirements for the dam. Carmen seconded the motion.  
14

15 Thom said he wants to get an appraisal of the dam instead of putting it out to bid. Don said he  
16 believes the Township needs to advertise the dam for sale in order to protect the Township from  
17 allegations of acting inappropriately (only dealing with one potential buyer). Rick said Chester  
18 County has assessed the value of the land at \$16,450.  
19

20 *Public Comment: Neil DeRiemer, Hershey Mill Road* – Said the letter he received from the  
21 Township in response to his offer to buy the dam contained conditions not mentioned in the  
22 motion. The Board explained that they have heard back from the Township Solicitor since they  
23 sent him the letter, and the three conditions in the motion are the only ones necessary based on  
24 the opinion of the Township Solicitor.  
25

26 *Public Comment: Maureen Neuhaus, Foxglove Lane* – Had some questions about the location of  
27 the easement and access to it, which Rick answered. Rick confirmed that there is no automobile  
28 access to the dam. Ms. Neuhaus expressed concern that a potential buyer could do anything with  
29 the land, including turning it into an amusement park. Rick told Ms. Neuhaus that if sold, the  
30 property would be subject to the same restrictions as Township Open Space.  
31

32 *Public Comment: Fran Beck, Foxglove Lane* – Asked if someone could fence off the easement  
33 if it runs on their property. The Board told him no; public must have access to the easement.  
34

35 *Public Comment: John Schorn, Larch Lane* – Said he thought the Township required a 50-ft  
36 buffer zone that would restrict fencing. Rick said that applies to new developments only.  
37

38 *Public Comment: Joe Buonnano, Herron Lane* – Asked if the \$92K spent thus far on  
39 engineering costs will be included in the purchase price if the dam is offered for sale. Marty said  
40 he thought about that but concluded it would probably preclude the sale of the dam. He noted  
41 that even if the Township ends up paying all the money spent thus far, it will still be less than the  
42 cost of repairing or breaching the dam. Mr. Buonnano said the Township should disclose to a  
43 potential buyer what they are getting into. The Board agreed with him. Rick noted that all the  
44 records of the dam, the engineering studies, etc. are available to anyone as part of the public  
45 record. Marty said the advertisement would also reference the situation with DEP.  
46

1 Don said he wants a legal opinion on whether the cost of the engineering work currently being  
2 done by Advanced GeoServices in regard to the dam should be included in the sale price.

3  
4 *Public Comment: Neil DeRiemer, Hershey Mill Road* – Said there are two spots on his property  
5 where visitors to the dam can park automobiles.

6  
7 *Public Comment: Jim McRee, Oneida Lane* – Asked if there is a risk to the Township if the  
8 buyer has no assets and cannot afford to bring the dam into DEP compliance. Carmen said the  
9 Township Solicitor informed the Board that in the event of a sale, the Township would have no  
10 further liability for the dam. Marty noted that the Township would only entertain offers from  
11 responsible bidders or *bona fide* organizations.

12  
13 *Public Comment: Neil DeRiemer, Hershey Mill Road* - Told Mr. McRee that the property would  
14 be purchased by a dam preservation group and would not be owned by him personally.

15  
16 *Public Comment: Maureen Neuhaus, Foxglove Lane* – Said that just because a party responds to  
17 an ad doesn't mean the Township must accept their bid. The Board told her that was correct.

18  
19 The Board voted 3:2 against the motion. (Senya, Thom, and Don were opposed.)

20  
21 Thom then moved for the Township to get an appraisal of the dam. If the appraisal comes in at  
22 less than \$1,500 the Township should proceed to negotiate directly with Neil DeRiemer or the  
23 organization that he represents that desires to purchase the dam. Marty seconded the motion but  
24 asked that if the appraisal comes in over \$1,500 the Board proceed to advertise the dam for sale.  
25 Thom accepted this amendment. The Board voted and the motion passed 4:1. (Don was  
26 opposed).

27  
28 Rick said he received two proposals for appraisals of the dam. One would cost \$2,500. The  
29 other would cost \$1,750 but the appraiser agreed to reduce the fee to \$250 as a public service to  
30 the Township.

31  
32 Marty moved to accept the proposal from Carmody (?) for an appraisal of the Hershey Mill Dam  
33 in the amount of \$250. Thom seconded the motion.

34  
35 *Public Comment: Jim McRee, Oneida Lane* – Asked if the appraisal will cover only the value of  
36 the land, or will it take into account the cost of the work needed on the dam. Marty said that per  
37 Thom Clapper, the appraiser will take the needed dam work into consideration when doing the  
38 appraisal.

39  
40 There was no further public comment or discussion. The Board voted unanimously to approve  
41 the motion.

42  
43 **Consideration of Refuse/Recycling Option(s)**

44 Senya had Rick summarize the various options the Board wanted bid for trash hauling and  
45 recycling. Don said he thinks the administrative costs need to be factored into Option 5, and  
46 then he questioned whether the low bidder for Option 5 is a responsible bidder.

1 Senya moved that the Board consider going with Option 1 or Option 2. (The motion was not  
2 seconded).

3  
4 Thom said he is concerned that a weekly pickup will not be enough. Food will be left sitting out,  
5 and rodents and insects may become a problem. Carmen said he liked Option 5 because it has a  
6 fairness factor – residents would pay for the service they use, but he agreed with Don that the  
7 administrative expenses may negate any savings.

8  
9 Marty said he liked Option 5 because it is fair, and it also encourages recycling. He agreed there  
10 may be some administrative expense issues associated with Option 5 at first if it is selected, but  
11 he thinks they will die down in time. Option 5 is attractive because the cost savings are so  
12 substantial and it's better for the environment.

13  
14 Carmen proposed that the Board select an attractive option or two, and then rebid the contract.  
15 Marty said he is reluctant to rebid, as the bids may go up. He would rather deal with the bids  
16 already received than risk a price increase.

17  
18 Don said he is concerned that a once per month pickup of yard waste is not adequate.

19  
20 *Public Comment: Maureen Neuhaus, Foxglove Lane* – Asked if residents could have more than  
21 one trashcan if the once weekly pickup is selected by the Board. Don said it depends on what  
22 option is selected.

23  
24 *Public Comment: Joe Buonnano, Herron Lane* – Said everyone should pay the same rate for  
25 trash pickup and recycling.

26  
27 *Public Comment: Shirley Fox, East Boot Road* – Said she doesn't want the Township involved  
28 in trash pickup. She would rather the residents be allowed to contract individually with haulers  
29 of their choice for the amount of service they require.

30  
31 *Public Comment: Eric Meyer, Monte Vista Drive* – Said it's better to have one hauler for the  
32 Township than multiple haulers driving through the Township every day of the week.

33  
34 *Public Comment: John Schorn, Larch Lane* – Said the Township should allow residents the  
35 choice of opting out of participation in trash collection service.

36  
37 *Public Comment: Maureen Neuhaus, Foxglove Lane* – Said it would not be neighborly for some  
38 residents to opt out, as the rates for everyone else would be increased.

39  
40 *Public Comment: Jim McRee, Oneida Lane* – Said he is strongly in favor of the Board selecting  
41 Option 1, and he is opposed to them selecting Option 5.

42  
43 *Public Comment: Al DiGenera, Deputy Counsel for J. P. Mascaro & Sons* - Said that the  
44 Township would do best to go with Option 1 or Option 2. He said the Township should not even  
45 consider Option 4, and Option 5 will be an administrative headache. He said if the Township is  
46 going to allow residents to opt out, then East Goshen should not be involved in trash pickup.

1 Marty noted for the record that J. P. Mascaro & Sons was the low bidder for Option 1 and Option  
2 2, and did not bid on Options 3, 4, or 5.

3  
4 *Public Comment: Jim Clarke of A. J. Blosenski, Inc.* – Said that allowing an unlimited option  
5 will discourage recycling.

6  
7 *Public Comment: Ken Anderson of BFI Waste Services* – Encouraged the Township to rebid the  
8 contract once they select their options. He noted that the last time the Township rebid the trash  
9 contract it resulted in a lower cost.

10  
11 *Public Comment: Sam Augustine of J. P. Mascaro & Sons* – Recommended the Board go with  
12 Option 2.

13  
14 Carmen moved to selection Option 2, which is unlimited pickup once per week. Marty seconded  
15 the motion.

16  
17 Don said that before he decides on an option, he needs to see all the information from the  
18 Township Solicitor and he needs time to read all the letters from the various bidders that just  
19 came in.

20  
21 Thom said he is concerned that once weekly pickup will not be adequate. Don said he is  
22 concerned that once monthly pickup of yard waste will not be adequate.

23  
24 *Public Comment: Jackie Webber, 60 Line Road* – Said she lives in East Goshen less than six  
25 months out of the year and it is not fair that she has to pay for a full year of service. She said she  
26 would like to be able to opt out of trash pickup service.

27  
28 *Public Comment: John Schorn, Larch Lane* – Said the Board should select a couple of options  
29 and rebid the contract.

30  
31 *Public Comment: Ken Anderson of BFI Waste Services* – Said he “implored” the Board not to  
32 vote on an option until they have all the information in front of them.

33  
34 *Public Comment: Jim McRee, Larch Lane* – Said Option 1 is his favorite but Option 2 would be  
35 okay too. He suggested the Township consider making provision for residents who miss their  
36 once weekly pickup due to vacations, etc.

37  
38 Marty then withdrew his second to Carmen’s motion.

39  
40 Senya said the Board’s task is to decide what is best for the Township residents.

41  
42 Senya said he would like to amend Carmen’s motion by adding Option 1, and the Board should  
43 study the two options further for the next meeting. Thom said he wanted Option 5 added to the  
44 motion for consideration. Senya withdrew his amendment to the motion and suggested the  
45 Board table this matter until next week due to the late hour and the lack of consensus.



1 Don said he wants the Board to receive copies of the bid documents in their next packet.

2  
3 **Resolution 10-09A – Public Meeting Schedule**

4 Marty moved to adopt Resolution 10-09A establishing the public meeting schedule for the  
5 Township. Don seconded the motion.

6  
7 Thom said he was puzzled how his simple request to vote on matters as they were discussed led  
8 to this point where workshops are done away with and now there has to be a resolution to  
9 memorialize it.

10  
11 *Public Comment: Jim McRee, Oneida Lane* – Had a question about the advertisement of  
12 Planning Commission meetings, which the Board answered.

13  
14 The Board voted 4:1 to pass the motion. (Thom was opposed).

15  
16 **Resolution 10-22 – Mileage Rate**

17 Don made a few editorial changes and corrections to the document.

18  
19 Marty moved to adopt Resolution 10-22 as amended. Carmen seconded the motion.

20  
21 *Public Comment: John Schorn, Larch Lane* – Asked if this motion is for employees that use  
22 their personal vehicles for Township business, and Senya said yes. Mr. Schorn said the  
23 Township should monitor this closely to avoid abuse by employees. Don assured Mr. Schorn  
24 that the Board closely monitors mileage reimbursement requests.

25  
26 There was no further discussion or public comment. The Board voted unanimously to approve  
27 the motion.

28  
29 **Resolution 10-26, Appointment to the West Chester Regional Planning Commission**

30 Senya moved to appoint resident Al Zuccarello as one of East Goshen's representatives to the  
31 West Chester Regional Planning Commission. Carmen seconded the motion. There was no  
32 discussion or public comment. The Board voted unanimously to approve the motion.

33  
34 **TMACC Membership**

35 Thom moved for the Township not to renew its membership in TMACC. Marty seconded the  
36 motion.

37  
38 Senya said he believes TMACC membership to be of value to the Township. Carmen agreed  
39 and said he thinks the Township should continue membership.

40  
41 *Public Comment: Kathryn Yahraes, Vista Drive* – Said advocacy groups are really beneficial to  
42 townships. They can go to bat for Township as well as keep them informed.

43  
44 *Public Comment: Jim McRee, Oneida Lane* – Said the Township should send a letter to  
45 TMACC outlining what the Township wants TMACC to do for East Goshen.

1 *Public Comment: John Schorn, Larch Lane* – Said the Township should not feel obligated to  
2 join every group out there, and should examine each organization's worthiness on a case-by-case  
3 basis. However, he believes the Township should continue its membership in TMACC.  
4

5 There was no further discussion or public comment. The Board voted 4:1 against the motion.  
6 (Thom was in favor.)  
7

8 Carmen then moved to renew the Township's TMACC membership for one year at a cost of  
9 \$1,200. Don seconded the motion. There was no discussion or public comment. The Board  
10 voted 4:1 to approve the motion. (Thom was opposed).  
11

#### 12 **Variance Request – Charles Weber, 1440 Center Street**

13 No one was present for the applicant.  
14

15 Don moved to recommend the Zoning Hearing Board approve the dimensional variance request  
16 for the property owned by Charles Weber at 1440 Center Street as described in the application,  
17 plot plan and plan sheets A1 through A3, §240-10.G for Maximum Lot coverage by buildings,  
18 Maximum Lot coverage – Total and Minimum Front Yard due to the following: The property is  
19 an existing nonconforming structure; the property has unique physical characteristics, and the  
20 property cannot be improved with strict conformity to the ordinance. The hardship has not been  
21 created by the applicant; the relief sought will not alter the character of the neighborhood, and  
22 the relief sought is the minimum required to afford relief from the dimensional regulations.  
23 Thom seconded the motion.  
24

25 Carmen said he is in full support of this request.  
26

27 Don said he realized that the applicant was not present because he had been told the Board would  
28 vote on this during the August 17 meeting.  
29

30 *Public Comment: Jim McRee, Oneida Lane* – Expressed concern that any neighbors opposed to  
31 the variance will not have the opportunity to be heard, if they think the Board is not voting until  
32 next week. The Board told Mr. McRee that neighbors may still come on the 17<sup>th</sup> and the Board  
33 will hear them, and if there is a compelling reason the Board can reconsider its recommendation  
34 to the Zoning Hearing Board.  
35

36 There was no further discussion or public comment. The Board voted unanimously to approve  
37 the motion.  
38

#### 39 **Timeline for Pension Plan Conversion**

40 Marty moved to accept the timeline proposed by attorney Sarah K. Ivy for the freezing of the  
41 current pension plan and establishment of a new pension plan for the non-uniformed employees  
42 of East Goshen Township. Don seconded the motion. There was no discussion or public  
43 comment. The Board voted unanimously to approve the motion.  
44  
45  
46

1 **Any Other Matter – Meeting with Barbara McIlvaine-Smith**

2 Senya said the Township received a request from Barbara McIlvaine-Smith's office wanting to  
3 meet with the Board and Rick. The Board indicated they would prefer a lunchtime meeting.  
4 Senya and Rick will schedule a suitable date.  
5

6 *Public Comment: Neil DeRiemer, Hershey Mill Road* – Wanted to know if the public could  
7 attend this meeting. Carmen said residents could attend but no public input would be accepted.  
8 Rick added that the Township would not be providing lunch to the residents. Don said he would  
9 like to get an opinion from the Township Solicitor on whether the meeting should be open to the  
10 public, etc.  
11

12 **Any Other Matter – New Meeting Format**

13 Marty said he thinks the Board should review minutes and bills at the end of meetings. Rick  
14 said it is the Chairman's prerogative to rearrange the meeting schedule at his discretion. Don said  
15 if the Chairman is going to rearrange the agenda he would like it done ahead of time so the  
16 agenda can be revised accordingly, not done the night of the meeting at the last minute.  
17

18 **Correspondence & Reports of Interest**

19 Rick reported the Township received the following items:  
20

- 21 • July 21, 2010 letter from PA DEP approving the Remedial Action Plan for the Sunoco  
22 Station at 1425 Paoli Pike.  
23
- 24 • July 20, 2010 letter from PA DCED advising that the Township's application for a grant  
25 of \$15K for repairs to the Hershey Mill Dam has been recommended for preliminary  
26 approval.  
27
- 28 • July 2010 Fire Marshal Report.  
29
- 30 • July 27, 2010 letter from resident Neil DeRiemer concerning the sale of the Hershey Mill  
31 Dam.  
32
- 33 • July 28, 2010 letter from resident Neil DeRiemer concerning the draining of the pond at  
34 the Hershey Mill Dam.  
35
- 36 • July 28, 2010 letter from resident Karen DeRiemer concerning the draining of the pond at  
37 the Hershey Mill Dam.  
38

39 *Public Comment: Fran Beck, Foxglove Lane* – Asked for clarification on the grant of \$15K for  
40 repairs to the Hershey Mill Dam. Rick described the grant.  
41

42 *Public Comment: John Schorn, Larch Lane* – Asked if the Township is overseeing the Sunoco  
43 issue or is the Township relying solely on Sunoco. Rick said he is keeping an eye on the  
44 situation. Mr. Schorn said it appears to him that Sunoco and DEP have a relationship that is too  
45 cozy, and he does not trust them. He said he wants the Township to take a more active role in  
46 the situation. Carmen told Mr. Schorn the Sunoco issue is on the Board's Action List.

1  
2 *Public Comment: Jim McRee, Oneida Lane* – Had a question about an entry on the Fire Marshal  
3 Report.  
4

5 **Meetings & Dates of Importance**

6 Senya noted the upcoming meetings as listed on the agenda.  
7

8 **Public Comment Period**

9 *Maureen Neuhaus, Foxglove Lane* – Said there is a blind spot on northbound Route 352 and it is  
10 difficult to make a left turn onto Greenhill Road. She asked if a green left-turn arrow could be  
11 added to the traffic signal. Marty said he did not think that intersection would meet the required  
12 warrants to be upgraded with a turn signal. He added that there are not many accidents at that  
13 intersection. Ms. Neuhaus then asked if the Township could have the trees trimmed at an  
14 intersection near Immaculata College as they are impeding visibility. Rick told her he would  
15 have the Public Works Department take care of it tomorrow.  
16

17 *John Schorn, Larch Lane* – Said he likes the new meeting format.  
18

19 *Kathryn Yahraes, Vista Drive* – Said she thinks the new meeting format can work.  
20

21 **Adjournment**

22 There being no further business, the meeting was adjourned at 10:40pm.  
23  
24

25 Anne Meddings

26 Recording Secretary

27 *Attachment: Treasurer's Report*

# EAST GOSHEN TOWNSHIP ACTION LIST

#	Item	Action Due Date
DPW 07-02	Hershey's Mill Dam	24-Aug-10
DPW 08-06	Recycling Contract	24-Aug-10
ADM 10-13	Sewer Metered Billing	24-Aug-10
FIN 10-03	Monthly Financial Reports	24-Aug-10
ADM 09-07	Web Site Upgrade Status	7-Sep-10
DPW 08-04	Invasive Species	7-Sep-10
DPW 09-03	Road Resurfacing	7-Sep-10
FIN 09-03	Historic Books	7-Sep-10
FIN 10-06	Friends of East Goshen Township 501c3	7-Sep-10
PCZ 09-06	WCF Tower @ Township Building	7-Sep-10
PCZ 10-03	Generator Installations	7-Sep-10
DPW 10-02	Ridley Creek Expansion Monthly Update	14-Sep-10
ADM 07-01	Review Wireless Ordinance	14-Sep-10
ADM 07-02	Pension Plan Conversion	14-Sep-10
ADM 09-02	Records Retention Resolution (Email System)	14-Sep-10
ADM 09-05	Energy Conservation in Twp Bldg	14-Sep-10
ADM 10-04	Information Systems Analysis	14-Sep-10
ADM 10-16	Performance Evaluations	14-Sep-10
ADM 10-19	USDA Geese Round Up	14-Sep-10
DPW 10-04	Pedestrian Crosswalk @ Township Park	14-Sep-10
FIN 10-07	Municipal Authority Funding	14-Sep-10
DPW 07-04	Park Bridge Permit	21-Sep-10
ADM 10-07	Printers	21-Sep-10
PCZ 06-01	Parking for Multi-Use Space in IP/BP District	21-Sep-10
PCZ 10-01	CTDI Parking	21-Sep-10
PCZ 10-04	Lieberman Early & Co	21-Sep-10

#	Item	Action Due Date
FIN 09-02	Capital Reserve Fund Analysis	24-Sep-10
DPW 08-01	Public Works Service Outsourcing	28-Sep-10
ADM 08-02	Review Comp Plan Action List (Ch 10)	5-Oct-10
ADM 09-04	Quarterly Review of Right to Know Requests	5-Oct-10
ADM 09-08	Police Scheduling	5-Oct-10
ADM 10-03	Township Advisory Group	5-Oct-10
ADM 10-07	Staffing Analysis	5-Oct-10
FIN 10-02	Services List	5-Oct-10
ADM 10-02	Annual Training Plan	7-Oct-10
DPW 08-02	Quarterly Report on I&I	12-Oct-10
DPW 10-01	Tree Vitalize Grant (Conservancy)	12-Oct-10
FIN 09-01	Quarterly Summary of Pending Legal Cases	13-Oct-10
ADM 10-15	Resolutions Book	19-Oct-10
ADM 10-7	Emergency Operations Plan	22-Oct-10
FIN 10-05	Quarterly Financial Reports - 2010	28-Oct-10
ADM 09-13	ABC Appreciation Event Guest List	2-Nov-10
ADM 09-10	Soccer Fields @ Line Road	7-Dec-10
DPW 07-01	Geese Management Program	7-Dec-10
ADM 10-01	Employee Benefits	19-Dec-10
PCZ 09-01	Telecom Registration and Reporting	16-Feb-11

# EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

**Hershey's Mill Dam**

No:

DPW 07-02

List Date:

5/22/2007

Completed Date:

Description:

Bring Dam into compliance with DEP requirements or dispose of dam

Date	Action
	Grant declined. Committee formed to determine best option. Classification probably not changing. Hydrologic Study by advanced Geo Services.
4/6/2010	Groups met 4/5. Board to discuss 4/13/10
4/13/2010	Should we proceed with AGS or rebid work. What should be included in next phase of engineering work?
5/4/2010	Advanced GEO Proposal for breach analysis and potential solutions.
6/1/2010	Awaiting comments from Save the Dam group before taking action on GEO proposal. Phase 1 approved.
7/6/2010	Impoundment drained 6/30. Conceptual plans due for 7/20 meeting. Cost estimates due for 8/17.
7/13/2010	Solicitor OK with sale of Dam property. Checking with DEP.
7/20/2010	Options presented by Adv Geo. Pipe option out. Will price weir, breach, silt removal, ongoing maintenance, and check if required to remove silt under any scenario.
8/10/2010	Accepted proposal to have an appraisal done. Tentative award of \$15,000 grant
8/17/2010	Authorized applying for grants to breach the dam
8/24/2010	Review cost estimates

# EAST GOSHEN TOWNSHIP ACTION ITEM

Item: **Recycling Contract**

No: DPW 08-06

List Date: **9/22/2009**

Completed Date:

Description: **Current Contract expires 12/31/2010**

Date	Action
	Investigate possible change of pick up to 2nd half of week and cost of collecting Compact Fluorescent Lamps (CFL's)
7/13/2010	Bids out. 5 Options Open bids 7/22.
7/27/2010	Bid results. Discuss options for 2011.
7/22/2010	Opened Bds
8/10/2010	Review options
8/17/2010	Additional info on rates
8/17/2010	Rejected att bids
8/24/2010	Review revised bid specs



# EAST GOSHEN TOWNSHIP

## ACTION ITEM

Item:

**Monthly Financial Reports**

No:

**FIN 10-03**

List Date:

2/16/2010

Completed Date:

Description:

Provide Board with montly financial reports

Date	Action
3/23/2010	Provide General Fund operating results. Done
5/25/2010	Provide General Fund operating results. Done
6/22/2010	Provide General Fund operating results. Done
8/24/2010	Provide General Fund operating results. Done
9/28/2010	Provide General Fund operating results.
11/23/2010	Provide General Fund operating results.
12/21/2010	Provide General Fund operating results.

## EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

**Sewer Metered Billing**

No:

ADM 10-13

List Date:

4/6/2010

Completed Date:

Description:

Remaining Issues for New Process.

Date	Action
4/6/2010	Need to revise Ordinance to allow Twp to charge for Permit and Inspection. What are costs associated with reading meters if installed? What will be procedure and frequency of meter reading?
4/20/2010	Discuss ordinance and reading costs. Bills are out.
4/27/2010	Meter Reading costs revised.
5/4/2010	Ordinance and Resolution for permits and fees. Further discuss charges for meter reading.
5/25/2010	Equipment received. Application forms and procedures being finalized. Will be added to web site when complete.
6/1/2010	Status report from Joe.
8/24/2010	Status after Q3 billings. And stats on # of accts went up and # down from Q1

# A complete copy of this report is available at the "For Your Information" section of the Township Web Page.

August 19, 2010

2009-2484-1B

East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

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

AUG 20 2010

Attention: Mr. Rick Smith, Township Manager

Reference: Opinion of Costs  
Hershey Mill Dam

Dear Mr. Smith:

Enclosed are Opinion of Costs for both restoring and breaching the Hershey Mill Dam in East Goshen Township, Chester County, Pennsylvania. The Opinion of Costs were prepared by Advanced GeoServices as requested by the Board of Supervisors at the July 20, 2010 East Goshen Township public meeting.

During the public meeting, Advanced GeoServices presented options to the restore the Hershey Mill Dam (Dam) as well as a discussion on breaching the Dam. The options presented to restore the Dam included enlarging the spillway and installing culverts. At the close of our presentation, the Board of Supervisors requested that Advanced GeoServices provide an opinion for both capital and operation/maintenance costs for enlarging the spillway as well as for breaching the Dam.

The Opinion of Costs presented herein are being provided to East Goshen Township for planning and budgeting purposes only. They reflect a level of precision based solely on the preliminary development of the options presented on the enclosed figures and by Advanced GeoServices at the public meeting, and on the preliminary nature of the assumptions made to develop the costs. The actual costs may change or be different based on further discovery/development of the chosen option during the design and construction phases of the project.

In addition, Advanced GeoServices makes no guarantee or representation that the costs presented will accurately predict actual bids from prospective contractors. Actual bids submitted may be lower or higher as a result of market conditions, the competitive bidding process, and variations in construction methods as well as material, equipment and labor costs.

A brief description of the concept of each option as well as a discussion of the Opinion of Costs is provided below.



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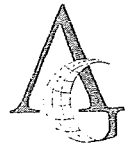
## DESCRIPTION OF OPTIONS

### Restoring the Dam (Enlarging the Spillway)

The existing spillway is 22 feet wide and passes about 189 cubic feet per second (cfs) of flow before the Dam is overtopped. In order to pass the required design flood (100-year storm) of 1,089 cfs, Advanced GeoServices is proposing to enlarge the spillway to a minimum 74-foot width and to raise/level the top of the Dam to elevation 450.5.

- The existing Dam embankment will be raised to elevation 450.5 by placing soil fill within the existing reservoir as well as on the Dam crest. Portions of the face of the inside slope of the new embankment fill (facing the reservoir) will be covered with rip rap to provide long-term erosion protection.
- The new spillway slab and associated sidewalls on top of the Dam will be constructed of cast-in-place concrete. The existing spillway slab and adjacent sidewalls on top of the Dam will be demolished to construct the new spillway slab/sidewalls. In addition, sections of the earthen embankment and the existing stone/masonry face of the Dam will be lowered to accommodate the elevation of new spillway slab.
- As required by the PADEP Division of Dam Safety, the restoration of the Dam will require removal of the trees on the Dam embankment. The removal of trees and associated roots and stumps may damage the existing stone/masonry face of the Dam. In addition, due to its current condition/construction, portions of the existing stone/masonry face will not accommodate/withstand flow from the new spillway slab. Lastly, the existing stone/masonry face has deteriorated and portions may have been undermined by scour. Therefore, in conjunction with the expansion of the spillway, Advanced GeoServices believes that the existing face of the Dam should be encapsulated or replaced with a new concrete wall to reinforce the existing structure and extend the life of the Dam.

At this time, we believe that the most practical, efficient, and least disruptive method of constructing the new concrete wall for the face of the Dam is to use reinforced shotcrete (i.e., spray-applied concrete). The shotcrete wall will be supported on a new concrete foundation constructed at the base of the Dam. The construction of the new concrete foundation will include filling the existing scour hole at the base of the Dam and providing a concrete splash apron to prevent future scour.



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Construction of a conventional gravity retaining wall where the foundation resists the overturning forces would require the foundation of the new wall to extend within (into) the existing embankment (i.e., requiring demolition of the existing structure to rebuild it). In order to avoid the demolition required to build this type of conventional foundation system, a new shotcrete wall can be applied to the existing Dam face and be restrained with soil anchors and/or deadmen constructed within/beneath the existing soil embankment. The necessary extent and magnitude of this type of restraining system can only be determined during the design phase of the project.

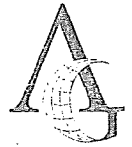
At the public meeting, we presented the concept of placing a stone veneer over the new concrete wall to restore the existing aesthetics. However, based on discussions with our Structural Engineer and contractors experienced in dam reconstruction/repair, placing stone on the face of the spillway is not recommended and is very uncommon in spillway repair/reconstruction due to the potential ongoing maintenance from the long-term affects of continual exposure to water flow and temperature changes (freeze/thaw, etc.) on the masonry. In addition, forming the outside face of the concrete (i.e., cast-in-place concrete) and providing anchors for the stone veneer would be required to provide a stable/uniform surface. As an alternative to a stone veneer, we are proposing in these Opinion of Costs that the shotcrete be stained and finished to provide a stone-like appearance. The visible portions of the cast-in-place concrete sidewalls of the spillway on top of the Dam will also be finished with shotcrete in a similar manner.

A conceptual picture of the proposed spillway enlargement is attached as Figure 1. Please keep in mind that the stone/masonry face shown on Figure 1 depicts the existing stone veneer conditions. The actual finish of the shotcrete face will be different. Pictures of stained and textured shotcrete walls are provided as Attachment 1.

### Breaching the Dam

Breaching will include removing about 100 feet of the existing Dam embankment and establishing channels and overbank areas (for the two creeks that currently feed the Dam) via sediment removal/disposal and grading within the existing reservoir area. In order to maintain aesthetics, portions of the existing stone/masonry Dam face adjacent to the breach location will be left in place. The two creeks that currently feed the reservoir will be combined into one channel immediately upstream of the breach location.

The reservoir behind the Dam is almost completely filled with sediment. We estimate that the average level of the top of sediment is at about elevation 445.5 (about 13 inches below the level of the existing spillway). A conceptual grading plan for breaching the Dam and for establishing channels and overbank areas for the two creeks is shown on the attached Figure 2. Based on the grading presented, we estimate that the removal of approximately 6,500 cubic yards of sediment from the existing reservoir area will be required.



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We believe that the presence of the Dam has also resulted in the deposition of sediment within the two creeks/floodplain areas upstream of the reservoir. In order to prevent disturbance (i.e., sediment removal to re-establish the original creek beds) of the heavily-vegetated floodplain areas upstream of the reservoir limits, the grading plan shows the construction of a check dam within each creek at the upstream edge of the reservoir as well as additional check dams further downstream toward the breach location. The purpose of the check dams is to lower the elevation of each creek channel in a stepwise fashion in order to provide a minimal channel slope through the former reservoir area. The check dams will also create pool areas in the main channels.

The restoration requirements (wetlands, vegetation, trees, rip rap, etc.) within the former reservoir area will be dependant upon the stability of the remaining sediments and preferences of the adjacent residents, East Goshen Township, and other interested parties that will influence the selection of the future use and aesthetics of the former reservoir area. All of these elements are not known at this time.

#### OPINION OF COSTS: (Enlarging the Spillway)

Opinions for Capital and Operation & Maintenance Costs for enlarging the spillway are discussed below. These costs do **not** include engineering design, permitting, or construction oversight.

##### Capital Cost

A Capital Cost of \$450,997 is estimated to enlarge the spillway through the use of shotcrete and deadman/soil anchors as described in the previous section. A breakdown of this cost is provided on the attached Table 1.

The above cost does not include replacing/refurbishing the drawdown valve and its associated mechanisms. The valve is over 30 years old; we recommend that East Goshen Township investigate the condition of the valve and the associated mechanisms, and consider replacement/refurbishment, as required, if the option of restoring the Dam is chosen.

##### Annualized Operation & Maintenance Cost

An Annualized Operation & Maintenance Cost of \$3,300 is estimated for the Dam. This cost includes landscaping (lawn care, etc.) for the Dam embankment, a yearly inspection of the Dam by a Registered Professional Engineer, operation of the drawdown valve by East Goshen Township personnel twice a year, and updating the Emergency Action Plan every five years. A breakdown of this cost is provided on the attached Table 2.



### Sediment Removal

At the public meeting, the Board of Supervisors also requested that Advanced GeoServices provide an Opinion of Cost for dredging (removing) the sediment within the reservoir if the Dam is restored. An Opinion of Cost for this activity is provided below.

Mobilization/Demobilization per Event	\$15,000 <sup>(1)</sup>
Removal/Disposal of Sediment	\$92,000/per ft. of reservoir area <sup>(2)</sup>

<sup>(1)</sup> Cost includes erosion and sedimentation control, water management, and site restoration for each removal event. The removal of sediment will be performed in the “dry” by draining the reservoir through the drawdown pipe.

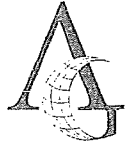
<sup>(2)</sup> Cost is to remove and dispose one foot of sediment over entire 2.2+/- acre reservoir area (about \$26 per cubic yard of sediment). Cost assumes that the sediment can be disposed as clean fill material.

Based on discussions with Richard A. Reisinger, P.E. (Chief of the Delaware Watershed Section of the PADEP Division of Dam Safety), we understand that the PADEP does not have any regulation requiring the removal of sediment that is associated with dam maintenance.

### Conventional Gravity Retaining Wall

For comparison purposes, we estimate that the total cost of constructing a conventional cast-in-place gravity retaining wall (i.e., demolishing and rebuilding the Dam, as discussed in the previous section) will be at least \$30,000 more than using shotcrete to reconstruct the spillway. Under this option, the cast-in-place concrete can be finished with stained shotcrete to provide a stone-like appearance.

Unlike the shotcrete option, a conventional cast-in-place gravity retaining wall does not have the potential complications associated with damaging/undermining the existing stone/masonry Dam face as discussed at the public meeting. However, the existing Dam face and a portion of the soil embankment will have to be removed making the logistics of this construction more complicated. As a result, the conventional cast-in-place gravity retaining wall option will have a longer and more complicated construction schedule; greater exposure to the risks associated with potential adverse weather and flooding conditions; greater potential to disturb the adjacent stone/masonry walls (particularly on the DeRiemer property); and greater disturbance to the existing soil embankment and downstream floodplain area.



OPINION OF COSTS: (Breaching the Dam)

A range of Opinion of Capital Costs to breach the Dam is listed below. A breakdown of these costs is provided on the attached Table 3. These costs do **not** include engineering design, permitting, or construction oversight.

Range in Capital Cost : \$289,012 - \$439,012

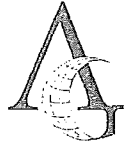
The range in the Capital Costs is provided to account for the unknowns associated with the restoration requirements (wetlands, vegetation, trees, rip rap, etc.) of the former reservoir and the ongoing maintenance needed to maintain the planted vegetation until it is adequately established. As stated previously, these requirements will be dependant upon the stability of the remaining sediments and preferences of the adjacent residents, East Goshen Township, and other interested parties that will influence the selection of the future use and aesthetics of the former reservoir area; all of these elements are not known at this time.

Based on discussions with PADEP personnel, we understand that they have no defined requirement for restoration following a dam breach other than that the channel and overbank areas must be vegetated to resist erosion and designed to be hydraulically stable. It is our understanding that on some breach projects the PADEP has hydroseeded the former reservoir area and allowed the area to re-vegetate with the native seeds contained with the remaining sediments.

We understand that it has been reported by others that stream restoration efforts in Pennsylvania have cost as much as \$1 million per stream mile to re-establish the natural stream, wetlands, overbank wetlands, and riparian buffers. This criterion was adopted to establish the upper limit for the range of the Opinion of Capital Costs. We believe that this upper limit should be adequate to account for restoration and any required maintenance until the vegetation is adequately established.

Lastly, the range in the Opinion of Capital Costs for breaching the Dam assume that the sediments can be disposed as clean fill material and that the remaining sediments within the former reservoir area will be stable and capable of accommodating grading/earthwork/restoration activities.





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We appreciate this opportunity to be of service to you. If you have any questions concerning these matters, please contact us.

Very truly yours,

ADVANCED GEOSERVICES

Todd D. Trotman, P.E., LEED®AP  
Project Consultant

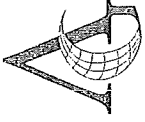
Paul F. Marano, P.E.  
Senior Project Consultant

PFM:TDT:kk

Enclosures

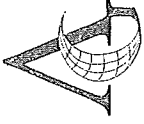
**TABLES**

**OPINION OF COST**



**TABLE 1**  
**OPINION OF CAPITAL COSTS**  
**ENLARGING SPILLWAY OF HERSHEY MILL DAM**  
**SHOTCRETE REPAIR OPTION**

Work Item	Unit	Quantity	Unit Price or %	Source	Cost
<b>General</b>					
Mobilization/Demobilization	Project	1	5.00%	AGC Sources	\$18,156.09
Erosion and Sediment Control	Project	1	0.50%	AGC Sources	\$1,815.61
Water Management	Project	1	1.00%	AGC Sources	\$3,631.22
Site Restoration	Project	1	1.50%	AGC Sources	\$5,446.83
<b>Site Preparation</b>					
Construction Entrance at Hershey Mill Road	Lump Sum	1	\$1,500.00	AGC Sources	\$1,500
Construction Entrance at Greenhill Road	Lump Sum	1	\$1,500.00	AGC Sources	\$1,500
Downstream Rock Filter	Each	1	\$1,000.00	AGC Sources	\$1,000
Remove Trees (26" to 36" diameter)	Each	6	\$520.00	Means 31 13 13.20 3200	\$3,120
Remove Trees (14" to 24" diameter)	Each	4	\$415.00	Means 31 13 13.20 3150	\$1,660
Remove Trees (8" to 12" diameter)	Each	5	\$229.00	Means 31 13 13.20 3050	\$1,145
Remove Stumps	Each	6	\$245.00	Means 31 13 13.20 2150	\$1,470
Remove Stumps	Each	4	\$157.00	Means 31 13 13.20 2100	\$628
Remove Stumps	Each	5	\$42.00	Means 31 13 13.20 2040	\$210
Remove Topsoil/Vegetation/Roots from Top of Dam	S.Y.	787	\$1.53	Means 31 14 13.23 1460	\$1,204
Remove/Dispose Sediment/Soft Soils from Inside Face of Dam	B.C.Y.	800	\$20.00	AGC Sources	\$16,000
Remove/Dispose Sediment/Soft Soils from Plunge Pool	B.C.Y.	67	\$20.00	AGC Sources	\$1,340
Extend Drawdown Pipe through Downstream Work Area	L.F.	40	\$50.00	AGC Sources	\$2,000
Remove/Demolish Existing Spillway Slab	S.F.	440	\$6.85	Means 02 41 16.17 0420	\$3,014
Remove/Demolish Existing Spillway Sidewalls	C.F.	804	\$5.05	Means 02 41 13.33 1400	\$4,060
Lower Existing Masonry Wall for New Spillway	C.F.	250	\$5.05	Means 02 41 13.33 1400	\$1,263
Dispose Demolition Debris, Vegetation, Stumps, etc.	C.Y.	100	\$21.00	Means 02 41 19.18 0500	\$2,100
<b>Earthworks</b>					
Excavate for New Spillway Slab (Top of Dam)	B.C.Y.	152	\$16.85	Means 31 23 16.16 6040	\$2,561
Excavate for New Spillway Side Walls (Top of Dam)	B.C.Y.	63	\$16.85	Means 31 23 16.16 6040	\$1,062
Excavate for Turn-Down Portion of Spillway Slab (Top of Dam)	B.C.Y.	28	\$16.85	Means 31 23 16.16 6040	\$472
Fill Top of Dam to Elevation 450	B.C.Y.	751	\$13.75	Means 31 23 23.15 4000	\$10,326
Compaction of Fill on Top of Dam	E.C.Y.	751	\$0.81	Means 31 23 23.23 5720	\$608
Place 18-in Layer of Rip Rap along Upstream Face of Dam	C.Y.	285	\$67.00	AGC Sources	\$19,095
Geotextile Fabric Beneath Rip Rap	S.Y.	570	\$2.43	Means 31 32 19.16 1510	\$1,385



**TABLE 1**  
**OPINION OF CAPITAL COSTS**  
**ENLARGING SPILLWAY OF HERSHEY MILL DAM**  
**SHOTCRETE REPAIR OPTION**

Work Item	Unit	Quantity	Unit Price or %	Source	Cost
Excavate for New Spillway Foundation and Splash Apron	B.C.Y.	120	\$25.00	Means 31 23 16.16 6030	\$3,000
Six (6) Inches of Topsoil on Eastern Top of Dam	S.Y.	350	\$6.65	Means 32 91 19.13 0800	\$2,328
Turf Reinforcement Mat on Eastern Slope of Dam	S.Y.	600	\$7.55	Means 31 25 13.10 0060	\$4,530
Fill in Front of Plunge Pool	B.C.Y.	70	\$13.75	Means 31 23 23.15 4000	\$963
Compact Fill in Front of Plunge Pool	E.C.Y.	70	\$0.81	Means 31 23 23.23 5720	\$57
Place 18-in Layer of Rip Rap in Front of Plunge Pool	C.Y.	23	\$67.00	AGC Sources	\$1,541
<b>New Spillway</b>					
Fill Existing Plunge Pool with Lean Concrete/Flowable Fill	C.Y.	168	\$130.00	Means 03 31 05.70 1950	\$21,840
Construct Foundation and Splash Apron for Spillway	C.Y.	63	\$299.00	Means 03 30 53.40 4050	\$18,837
Finish Splash Apron with Stained and Textured Shotcrete	S.F.	1100	\$21.00	AGC Sources	\$23,100
Anchors to Deadman	Each	15	\$2,700.00	AGC Sources	\$40,500
Anchors to Soil	Each	7	\$1,685.00	AGC Sources	\$11,795
Construct Turn-Down Portion of Spillway Slab (Top of Dam)	C.Y.	34	\$299.00	Means 03 30 53.40 4000	\$10,166
Construct Shotcrete Spillway Face	C.Y.	53	\$1,100.00	AGC Sources	\$58,300
Finish Spillway Face with Stained and Textured Shotcrete	S.F.	1078	\$21.00	AGC Sources	\$22,638
Reinforcement for Shotcrete Spillway Face	Tons	5.8	\$1,450.00	Means 03 21 10.60 0750	\$8,410
Construct Foundation for Spillway Side Walls (Top of Dam)	C.Y.	17	\$250.00	Means 03 30 53.40 3950	\$4,250
Construct Spillway Side Walls (Top of Dam)	C.Y.	27	\$380.00	Means 03 30 53.40 4260	\$10,260
Finish Spillway Sidewalls with Stained and Textured Shotcrete	S.F.	606	\$21.00	AGC Sources	\$12,726
Construct Spillway Slab (Top of Dam)	C.Y.	71	\$299.00	Means 03 30 53.40 4050	\$21,229
Aggregate Base Course for Spillway Slab	S.Y.	212	\$8.75	Means 32 11 23.23 0100	\$1,855
Pressure Point DeRiemer Retaining Wall	S.F.	135	\$45.00	AGC Sources	\$6,075

**Subtotal Items** **\$392,171**  
 Project Overhead and Profit at 10% **\$39,217**  
 Contingency at 5% **\$19,609**  
**Opinion of Cost \$450,997**

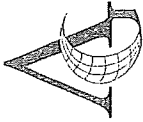
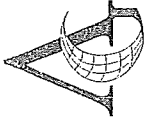


TABLE 2  
OPINION OF OPERATION & MAINTENANCE COSTS  
ENLARGING SPILLWAY OF HERSHEY MILL DAM  
SHOTCRETE REPAIR OPTION

Work Item	Unit	Quantity Per Year	Unit Price	Annualized Cost
Landscaping (mowing grass)	Bi-Weekly	15	\$60.00	\$900
Inspection by Professional Engineer	Once a Year	1	\$1,000.00	\$1,000
Operation of Drawdown Valve	Twice a Year	2	\$500.00	\$1,000
Updating Emergency Action Plan	Every 5 Years	0.2	\$2,000.00	\$400

Total Annualized Cost                      **\$3,300**



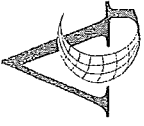
**TABLE 3**  
**OPINION OF CAPITAL COSTS**  
**BREACHING HERSHEY MILL DAM**

Work Item	Unit	Quantity	Unit Price or %	Source	Cost
Mobilization/Demobilization	Project	1	2.5%	AGC Sources	\$6,041
Erosion and Sediment Control	Project	1	0.5%	AGC Sources	\$1,208
Water Management	Project	1	1%	AGC Sources	\$2,416
Construction Entrance at Hershey Mill Road	Lump Sum	1	\$1,500.00	AGC Sources	\$1,500
Construction Entrance at Greenhill Road	Lump Sum	1	\$1,500.00	AGC Sources	\$1,500
Downstream Rock Filter	Each	2	\$1,000.00	AGC Sources	\$2,000
Excavation and Disposal of Sediment	C.Y.	6500	\$20.00	AGC Sources	\$130,000
Floodplain Grading	Acres	2.21	\$8,000.00	AGC Sources	\$17,680
18-in Layer of Rip Rap at Check Dams	C.Y.	134	\$67.00	AGC Sources	\$8,978
Gabion Check Dam Mats	S.Y.	292	\$63.50	Means 31 36 13.10 0500	\$18,542
Gabion Check Dam Walls	S.Y.	70	\$153.00	Means 31 36 13.10 0800	\$10,710
Geotextile Fabric Beneath Rip Rap at Check Dams	S.Y.	267	\$2.43	Means 31 32 19.16 1510	\$649
Turf Reinforcement Mat on Main Channels	S.Y.	1650	\$7.55	Means 31 25 13.10 0060	\$12,458
Turf Reinforcement Mat on Overbank Areas	S.Y.	9,046	\$1.79	Means 31 25 13.10 0020	\$16,192
Remove Trees (26" to 36" diameter) from Dam	Each	2	\$520.00	Means 31 13 13.20 3200	\$1,040
Remove Stumps from Dam	Each	2	\$245.00	Means 31 13 13.20 2150	\$490
Remove/Demolish Existing Spillway Slab	S.F.	440	\$6.85	Means 02 41 16.17 0420	\$3,014
Remove/Demolish Existing Spillway Sidewalls	C.F.	804	\$5.05	Means 02 41 13.33 1400	\$4,060
Remove/Demolish Masonry Wall at Breach	C.F.	1350	\$5.05	Means 02 41 13.33 1400	\$6,818
Hydroseeding	M.S.F.	96.3	\$62.50	Means 32 92 19.14 4400	\$6,019

**Subtotal Items** **\$251,315**  
**Project Overhead and Profit at 10%** **\$25,132**  
**Contingency at 5%** **\$12,566**  
**Total Cost** **\$289,012**

**Stream Restoration** 0.15 miles x \$1 million/mile = **\$150,000.00**

**Range in Opinion of Cost** **\$289,012 - \$439,012**



**TABLE 3**  
**OPINION OF CAPITAL COSTS**  
**BREACHING HERSHEY MILL DAM**

---

**Notes:**

1. Costs assume that masonry removed from existing dam will be used as rip rap for stream restoration.
2. Costs assume that the fill excavated from the dam embankment will be used to fill floodplain immediately downstream of dam.
3. Costs assume that the remaining sediments can accommodate grading, earthworks, and restoration activities.
4. Costs assume that the sediments can be disposed as clean fill material.

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

**Voice (610) 692-7171**

**Fax (610) 425-8950**

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

Date: August 16, 2010

To: Board of Supervisors

From: Rick Smith, Township Manager

Re: Printers

The Township has six common printers. They consist of copiers on the first and second floor and these machines are utilized for making copies, scanning or faxing documents. The Public Works Department has a plotter that is used to make engineering size plans and map; and a smaller printer that will print maps and up to 11" X 17". Finance has a large HP LaserJet used for printing the utility and tax bills; and a dot matrix printer.

We have 20 personal printers and the oldest is about 12 years old. We have begun to standardize them with HP CP 1518 LaserJet. The question is "whether or not is cost effective to have personal printers or have everyone utilize one of the common printers?"

Our analysis indicates that we saving about \$31 a month by using personal printers (Diane's 6/3/10 memo). However, this does not include the capital cost of purchasing the personal printer.

The HP CP 1518 costs \$275 and has a life expectancy of five years. This works out to \$5 a month times 20 printers or \$100 a month. Accordingly, our total net cost to use personal printers is \$69 a month (\$100-\$31 savings).

If we divide the \$69 a month by 20 employees we arrive at a cost \$3.45 per employee per month. Therefore, it costs us \$3.45 a month or about \$0.17 per working day (\$3.45/20 days) for an employee to have a personal printer.

If we assume the average employee makes \$50,000 a year he would make \$24 an hour or \$0.40 a minute.

I would suggest that it would cost us significantly more then \$0.17 per day per employee in lost productivity if we eliminated the personal printers and required everyone to use a common printer.

By way of example, an employee would have to put the appropriate letterhead in the common printer then run back to his desk and hit the print key, hoping all the while that another employee did not print a report, memo or spreadsheet in the meantime. He then gets to do it all over again with the envelope.



# MEMO

**TO:** Rick Smith, Manager  
Joe Gill, Assistant Manager

**FROM:** Diane Degnan, Office Manager

**RE:** Additional Information Regarding Cost of Copies/Printers

**DATE:** June 3, 2010

---

We currently run an average of 16,000 b/w copies per month at a cost of \$.008 each, and 2,400 color copies per month at a cost of \$.06 each on the central copier/printer. In addition, the monthly lease payment for the central copier/printer is \$378 per month (over five years), adding an additional \$.02 onto the cost of each copy.

Therefore, **b/w copies on the central printer cost a total of \$.028 each, and color copies cost a total of \$.08 each. The approximate monthly cost of all copies currently run on the central printer is \$640.**

This year's paper purchase, which is based on previous years' usage, is 80 boxes (400,000 sheets). If 220,800 of those sheets are run on the central copier/printer, we can assume most of the remaining 179,200 sheets of paper are run on individual printers, and that 87% are b/w and 13% are color copies (as they are on the central copier/printer). Therefore, an average of 13,000 b/w copies and 1,900 color copies are run on individual printers each month.

Individual printers that can not be repaired are being replaced with HP CP1518ni's, the cost of which is approximately \$275 under State Contract. If these printers were to last five years, the additional cost would be less than \$5 per month per printer. The cost of a black toner cartridge that yields 2,000 copies is approximately \$75, and the cost of three color toner cartridges that yield 1,400 copies each (or 4,200) is approximately \$70 each (or \$210).

Using the HP CP1518ni as a model, **b/w copies on an individual printer cost \$.03, and color copies cost \$.05. The approximate monthly cost of all copies currently run on individual printers is \$485, and the approximate monthly cost of copies run on the central printer is \$640 - with a combined total of \$1,125.**

**If all copies were to be run on the central printer, the monthly cost would be approximately \$1,156.**

It should be noted that our current copier/central printer was speced according to the number of copies currently run on that machine and would likely need to be upgraded to a different model if it were going to be used for almost double that amount.

Due to the sensitivity of some of the materials printed, I would suggest that, at the very least, the individual printers of Department Heads continue to be replaced as needed (some have already lasted close to ten years), and if it is decided that the replacement of all others be deferred, that the central copier/printer be upgraded to one appropriate to handle the additional quantity of copies when the lease expires in July of 2014.

*Note: The above calculations do not include the cost of paper.*

East Goshen Township Printers  
Last updated - July 26, 2010  
Re Formatted – August 16, 2010

### **Common Printers**

#### **Copiers**

Savin C5050 Color Copier/Printer/Fax - 1st Floor Copier  
Savin 2545 Copier/Printer/Fax – 2<sup>nd</sup> Floor Copier

#### **Plotters**

HP 800 Design Jet Plotter - Public Works GIS Area  
HP 2800 Color Inkjet - Public Works GIS Area

#### **Finance Department**

HP LJ8150 B&W LaserJet - Outside Finance Area  
Okidata 3410 Dot Matrix - Outside Finance Area

### **Personal**

#### **Administration**

HP CP1518 Color LaserJet - Rick Smith ✓  
HP CP1518 Color LaserJet – Position Vacant ✓  
HP LJ1200 B&W LaserJet - Diane Degnan ✓  
HP LJ1200 B&W LaserJet - Joyce Tarsi ✓  
HP 1200 Color Inkjet - Reception ✓  
HP 1100 Color Inkjet - Nancy Scheiderman ✓

#### **Public Works Department**

HP CP1518 Color LaserJet - Public Works PA One Call ✓  
HP CP1518 Color LaserJet - Chas Linder ✓  
HP CP1518 Color LaserJet - Mark Miller ✓  
Epson C84 Color Inkjet - Sue Smith ✓  
HP 3050 B&W LaserJet Printer/Copy/Fax - Steve Walker ✓

#### **Code Department**

HP CP1518 Color LaserJet - Mark Gordon ✓  
HP CP1518 Color LaserJet - Gary Althouse ✓  
HP LJ1200 B&W LaserJet - Terry Bonnenberger ✓  
HP 1200 Color Inkjet - Mike Merwin ✓

#### **Finance Department**

HP LJ3800n Color LaserJet - Deb Beury ✓  
HP LJ4000 B&W LaserJet - Tia Piccolo ✓  
HP P2015 B&W LaserJet - Brian McCool ✓  
HP 4Plus B&W LaserJet - Barbara Phillips ✓

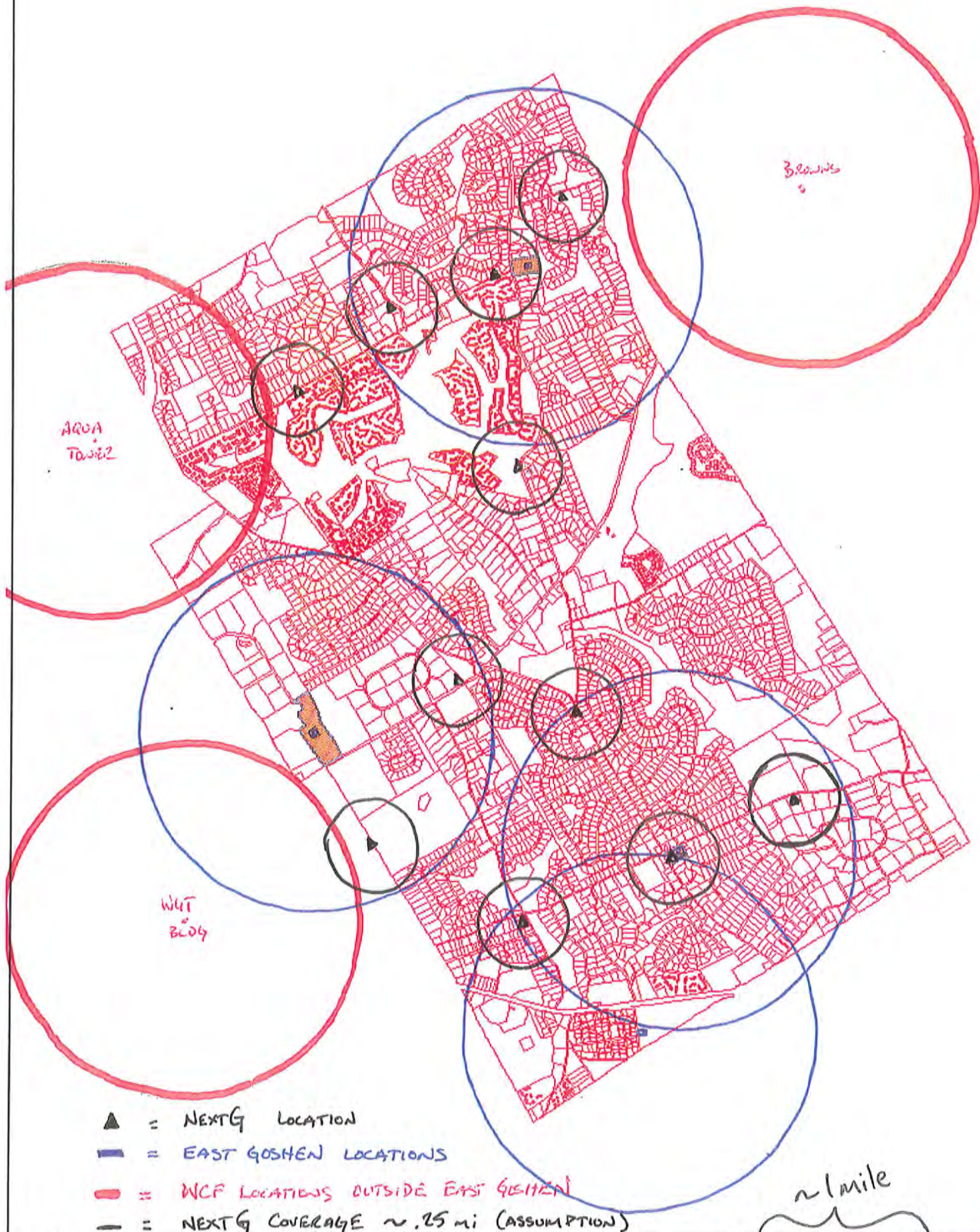
#### **Recreation**

HP LJ1200 B&W LaserJet - Frank Vattilano ✓ 1946

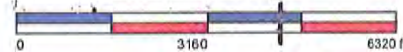
### Wireless Communication Facilities in East Goshen Township

Property Owner	Address of Owner	Cellular Carrier & Site #
Aqua PA Inc	Philadelphia Suburban Water Co 762 W Lancaster Avenue Bryn Mawr, PA 19010 Bob McNulty (610) 525-1900	<b>T-Mobile</b> formerly Omnipoint PSW Edgewood & Hill St 1CH2500B
Aqua PA Inc	Philadelphia Suburban Water Co 762 W Lancaster Avenue Bryn Mawr, PA 19010 Bob McNulty (610) 525-1900	Sprint 9 antenna <b>(Sprint/Nextel)</b> PLO3XC204/PA0082
Aqua PA Inc	Philadelphia Suburban Water Co 762 W Lancaster Avenue Bryn Mawr, PA 19010 Bob McNulty (610) 525-1900	Nextel 12 antenna <b>(Sprint/Nextel)</b> PLO3XC204/PA0082
Aqua PA Inc	Philadelphia Suburban Water Co 762 W Lancaster Avenue Bryn Mawr, PA 19010 Bob McNulty (610) 525-1900	Clearwire Wireless LLC PA - PHL0699
Aqua PA Inc	Philadelphia Suburban Water Co 762 W Lancaster Avenue Bryn Mawr, PA 19010 Bob McNulty (610) 525-1900	AT&T West Goshen MDCPA-25253-A FA10115301 Water tank
Aqua PA Inc	Philadelphia Suburban Water Co 762 W Lancaster Avenue Bryn Mawr, PA 19010 Bob McNulty (610) 525-1900	Metro PCS HCH6407A
Hicks, Phillip Hicks, William Ira	William Hicks 671 Airport Road West Chester, PA 19380 (610) 436-4533	<b>T-Mobile</b> 1CH6407A formerly Omnipoint
Philadelphia Electric (PECO)	PECO 2301 Market Street Philadelphia, PA 19101	AT&T Goshenville MDCPA-93754-A FA10096962 Wood Pole
United Church of Christ	1201 N Chester Road West Chester, PA 19380	<b>T-Mobile</b> 1CH6131B formerly Omnipoint/Voice stream
United Church of Christ	1201 N Chester Road West Chester, PA 19380	Metro PCS





Township WCF Locations w approx 1 mile radius



*New BOS*

**BOARD OF SUPERVISORS**  
EAST GOSHEN TOWNSHIP  
CHESTER COUNTY  
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

August 16, 2010

To: Board of Supervisors

From: Mark Miller

RE: Generator Installation

I would like your approval to install a generator for the Public Works Annex. Below is the cost estimate to install the generator.

Building:	6,837.00	(built by Public Works)
Elect. Materials	2,800.00	
Labor	5,200.00	
Start-up	1,000.00	
Underwriter Insp.	<u>200.00</u>	
	16,037.00	
10% cont.	<u>1,637.00</u>	
Total	17,674.00	

Corre


## Memorandum

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

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

---

Date: 8/18/2010  
To: Board of Supervisors  
Cc: Rick Smith, Township Manager  
From: Mark Gordon, Township Zoning Officer   
Re: Four Poster Feeders

Dear Board Members,

At their meeting on August 16, 2011 the DC discussed the 4 Post Feeder Bait stations and I reported to the Committee that the stations are showing their age and we need new stations to add as rolling stock to our inventory. As you may be aware we had one station destroyed by arson this season and therefore we are down to 9 stations.

I provided the DC with the estimate I got to purchase three new feeders and retire the worst of our current stock. The price to purchase three new units is approximately \$1335.00.

We also deploy a digital trail camera to monitor the 4 post feeder stations and move it from location to location to determine the effectiveness of the chosen locations. This camera has been tampered with and is not working correctly. The camera is out of warranty and three years old. We believe the motion sensor is broken and we are going to try and repair it however a new one is needed. The DC would like to replace the camera. The approximate cost of a new trail cam and accessories, ie. security box, memory card and lock will be \$300.

**The DC unanimously passed the following motion for your consideration:**

Mr. Chairman, I recommend that we request the Board of Supervisors authorize the purchase of three new 4 Post Feeders and a new trail camera for the Deer Tick Program.



SENT TO TWP. SOLICITOR  
ON 8/19/10

**Memo**

**East Goshen Township**

**1580 Paoli Pike**

**West Chester, PA 19380**

**Voice 610-692-7171**

**Fax 610-692-8950**

**E-mail rsmith@eastgoshen.org**

Date: August 18, 2010

To: Prospective Bidders

Daily Local News

From: Rick Smith, Township Manager

Re: Refuse Bid

**September 14, 2010** - The Board of Supervisors of East Goshen Township, Chester County, Pennsylvania is soliciting bids for the collection of municipal waste and recyclable materials in the Township.

One copy of the proposal form and the other requested documentation must be submitted to the Township Manager, East Goshen Township, 1580 Paoli Pike, West Chester, PA 19380, by no later than 10:00 A.M. on September 24, 2010 at which time the bids will be opened and read aloud.

All bids must be accompanied by a bid bond or certified check, in the amount of \$20,000.00. A bidder may not withdraw his bid for a period of ninety (90) days after the bid opening. Bid specifications and proposal forms may be obtained from East Goshen Township, 1580 Paoli Pike, West Chester, PA, 19380. Questions regarding this bid should be directed to the undersigned at (610) 692-7171.

The Board of Supervisors of East Goshen Township reserves the right to waive technicalities, to reject any or all bids or items herein and to make the award that is in the best interests of the Township.

Louis F. Smith, Jr.  
Township Manager

Please publish September \_\_\_\_, 2010 and September \_\_\_\_, 2010

Please send proof of publication and invoice to:

Louis F. Smith, Jr., Township Manager,  
East Goshen Township  
1580 Paoli Pike

West Chester, PA 19380

**EAST GOSHEN TOWNSHIP**  
**MUNICIPAL WASTE AND RECYCLABLE MATERIALS COLLECTION CONTRACT**

**INSTRUCTIONS TO BIDDERS**

1. SCOPE OF WORK: The work to be performed shall consist of the collection of all "municipal waste" as defined by the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, 35 P.S. 6018.101 et seq. (hereinafter referred to as "Act 97"), yard waste and leaf waste from residences within the boundary of the Township of East Goshen Township, Chester County, Pennsylvania (hereinafter referred to as "Township"). The waste shall then be transported to the Lanchester Landfill for disposal. **The Township will pay the tipping fee at the landfill.** It is also the intent of the Township under this contract to continue an existing program of the collection of recyclable materials in accordance with the provisions of Section 304(c) of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 556, No. 101, 53 P.S. 4000.304(c) (as amended) (hereinafter referred to as "Act 101").

2. DEFINITIONS:

Bulk Trash Items: Includes, but is not limited to, such items as hot water heaters, stoves, refrigerators, freezers, dishwashers, air conditioners, sofas, mattresses, box springs, tables, chairs and other items from residences having at least one dimension of 24 inches (24") or more. All such items shall be able to be lifted by two people.

The Contractor shall not be required to collect or transport any item that contains or once contained Freon unless a certificate accompanies the item that attests that the Freon was removed and recycled in accordance with applicable state and/or federal laws.

Building Materials: Includes such materials as drywall, lumber, cabinets, doors, shingles, block, brick, pieces of concrete or other debris that would typically result from a remodeling project or the construction of an addition, deck, garage or shed.

Contractor: The person, partnership, company, firm or corporation that is awarded the contract for collection of municipal waste, yard waste, leaf waste, etc. in East Goshen Township.

Leaf Waste: Includes leaves from both deciduous and coniferous trees.

Municipal Waste: Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments, and from community activities, and any sludge not meeting the definition of residual or hazardous waste in Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term includes small appliances whose longest dimension is less than 24 inches (24"). The Contractor shall not be required to collect or



1 transport any item that contains or once contained Freon unless a certificate accompanies the  
2 item that attests that the Freon was removed and recycled in accordance with applicable state  
3 and/or federal laws. The term does not include source-separated recyclable materials, building  
4 materials, yard waste, leaf waste, Christmas trees, automotive parts or tires.

5  
6 Ordinance: The East Goshen Township Municipal Waste Collection and Residential Recycling  
7 Ordinance, Ordinance No. 91 of 1990 as amended, codified in Chapter 194 in the Code of the  
8 Township of East Goshen.

9  
10 Township: East Goshen Township, Chester County, a Township of the Second Class located  
11 within the Commonwealth of Pennsylvania.

12  
13 Single-Family Detached Dwelling Unit: A single-family structure on its own lot that has a yard  
14 on four sides or a semi-detached family structure that has a yard on three sides. A semi-detached  
15 single-family dwelling unit is commonly known as a twin or double. The term also includes the  
16 15 townhouses in Dutts Mill.

17  
18 Yard Waste: Includes weeds, brush, grass clippings, sticks, twigs, branches, and other material  
19 that is typically generated from the yard and garden of a single-family dwelling unit. The term  
20 does not include leaf waste.

21  
22 3. EXAMINATION OF TOWNSHIP: Bidders shall inspect the Township so that they can make  
23 their own judgment concerning all circumstances affecting the cost of service in question and the  
24 nature of the work to be performed. Bidders shall assume all risks, whether or not patent, latent,  
25 known, hidden, or foreseeable.

26  
27 4. SPECIFICATIONS AND DOCUMENTS: Bidders are advised to examine carefully the  
28 specifications and all documents describing the proposed work and to make their own  
29 independent judgment with respect to the circumstances affecting the cost of work and the  
30 performance required by said documentation.

31  
32 5. SUMMARY OF THE COLLECTION OPTIONS:

33  
34 A. Single-Family Detached Dwelling Units -- Curbside Collection

- 35  
36 a. **Option 1 – Unlimited Municipal Waste With Twice a Week Collection -**  
37 Under this option, each resident may place an unlimited amount of municipal  
38 waste at the curb on each of two collection days per week. Yard waste, leaf  
39 waste and/or Christmas trees will be collected four times during the month of  
40 November, and twice a month in all other months of the year. Bulk trash items  
41 shall be collected once a month. Recyclables shall be collected once a week.  
42 There are no limits on the amount of yard waste or leaf waste or on the  
43 number of bulk items or Christmas trees that a resident can place out for  
44 collection,

- 1  
2       b. **Option 2 – Unlimited Municipal Waste With Once a Week Collection -**  
3       Under this option, each resident may place an unlimited amount of municipal  
4       waste at the curb on one collection day per week. Yard waste, leaf waste  
5       and/or Christmas trees will be collected four times during the month of  
6       November, and twice month in all other months of the year. Bulk trash items  
7       shall be collected once a month. Recyclables shall be collected once a week.  
8       There are no limits on the amount of yard waste or leaf waste or on the  
9       number of bulk items or Christmas trees that a resident can place out for  
10       collection,

11  
12 **6. ZONES: Not applicable**

13  
14 **7. DWELLING UNITS:** The Contractor will be required to submit its bid based upon the single-  
15 family dwelling unit quantities on the Proposal Form. Payment will be based upon the actual  
16 number of single family dwelling units from which municipal waste and recyclable materials are  
17 collected.

18  
19 The Contractor understands that during the term of the contract, the Contractor may be required  
20 to increase or decrease the number of dwelling units that are serviced at the same monthly cost  
21 per unit as submitted by the Contractor on the Proposal Form.

22  
23 **7. SCOPE AND AREA OF COLLECTION DISPOSAL:** The award of the contract will require  
24 the successful bidder to supply all of the labor and equipment required to collect, haul and  
25 deliver all municipal waste, yard waste, leaf waste, bulk trash items, Christmas trees, and  
26 recyclable materials as required by the specifications.

27  
28 **THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO COMMENCE**  
29 **COLLECTION SERVICES ON JANUARY 1, 2011.**

30  
31 The successful bidder shall be able to process and market the recyclable materials in the event the  
32 County Marketing and Disposal Facility is not operational, as provided in Section 9.C. hereof.

33  
34 The successful bidder shall be required to comply with the Ordinance, all applicable laws and  
35 statutes of the Commonwealth of Pennsylvania, including but not limited to Act 97 and Act 101  
36 and all applicable regulations promulgated there under, of the County of Chester and of the  
37 United States Government and/or their agencies with respect to Worker's Compensation and the  
38 hauling and disposal of all materials collected.

39  
40 THE RULES AND REGULATIONS PERTAINING TO THE COLLECTION  
41 AND DISPOSAL OF MUNICIPAL WASTE AND SOURCE-SEPARATED  
42 RECYCLABLE MATERIALS ISSUED BY TOWNSHIP, COUNTY, STATE  
43 OR FEDERAL AGENCIES SHALL BE CONSIDERED TO BE AN INTEGRAL  
44 PART OF THESE REGULATIONS AND SHALL BE BINDING ON THE

1 CONTRACTOR.

2  
3 8. TOWNSHIP RESPONSIBILITIES:

4  
5 A. Preparation of municipal waste, yard waste, leaf waste, bulk trash items and  
6 Christmas trees for collection:

7  
8 Municipal waste shall be placed in trashcan(s) or trash bag(s) and placed at curbside on  
9 the designated collection days. Trashcans shall not exceed fifty (50) pounds in weight.  
10 Lightweight materials shall be properly tied into bundles or packaged in a manner  
11 designed to prevent any scattering while the Contractor is handling the same or while  
12 such materials await collection. Bundles shall be of a size and construction to permit of  
13 handling by one man and shall in not exceed fifty (50) pounds in weight.

14  
15 Yard waste shall be placed in a trashcan(s), which will be emptied by the Contractor or  
16 biodegradable paper bags that will be taken with the yard waste, and placed at the  
17 curbside on the designated collection days. If yard waste is too bulky to be placed in a  
18 trashcan, it shall be cut up and tied into bundles. The bundle(s) shall be of such size that  
19 the longest dimension thereof shall not exceed three (3') feet and the total weight of each  
20 bundle shall not exceed fifty (50) pounds. Yard waste shall not be placed in plastic bags.

21  
22 Leaf waste shall be placed in biodegradable paper bags that will be taken with the leaves;  
23 or in a trash can or similar container that will be emptied by the Contractor and placed at  
24 the curbside on the designated collection days. Leaf waste shall not be placed in plastic  
25 bags.

26  
27 Bulk trash items must be able to be lifted by two people and placed at the curbside on the  
28 designated collection days.

29  
30 Christmas trees shall be and placed at the curbside on the designated collection days.  
31 Christmas trees in plastic bags will not be collected.

32  
33 Building materials, construction debris, full or partially full paint cans, used motor oil,  
34 batteries, automotive parts and tires will not be collected.

35  
36 B. Designation and Preparation of Recyclable Materials: The following recyclable  
37 materials shall be included in the recycling collection.

38  
39 Single Stream - aluminum beverage cans, bi-metal &, steel cans; clear, brown, & green  
40 glass food and beverage containers; and PET & HDPE plastic containers: and  
41 newspapers, and/or cardboard will be placed into one or more containers by the residents.  
42 These materials will be separated later at the designated County Marketing and  
43 Processing Facility.  
44

1 The Township will inform the residents of the preparation procedures for the designated  
2 recyclable materials. The procedures are:

3  
4 1) The recycling containers used shall be those supplied by the Township and  
5 marked with the recycling logo or similar containers purchased by the resident.

6  
7 2) Newspapers (including the newspaper inserts) and/or cardboard, copy paper,  
8 junk mail, office paper, catalogues shall be placed in the recycling container and  
9 placed at curbside on the designated recycling day.

10  
11 3) Aluminum, bi-metal, and steel cans shall be rinsed, placed in the recycling  
12 container, and placed at curbside on the designated recycling day.

13  
14 4) Clear, green, and brown glass food and beverage containers shall be rinsed,  
15 with caps, lids and metal rings discarded, placed in the recycling container, and  
16 placed at curbside on the designated recycling day.

17  
18 4) PET and HDPE containers shall be rinsed, with caps, lids and metal rings  
19 discarded, placed in the recycling container, and placed at curbside on the  
20 designated recycling day.

21  
22 NOTE: The Township reserves the right to change the designated recyclable materials.

23  
24 C. Violation Notices: The Township will supply the Contractor with violation notices.

25  
26 D. Disposition of Recyclable Materials: The Township will not provide storage for the  
27 recyclable materials.

28  
29 E. Program Monitoring and Receipt of Citizen Complaints: The Township shall monitor  
30 the Contractor's performance and shall take citizen complaints. The Township will notify  
31 Contractor of these complaints.

32  
33 9. CONTRACTOR'S SCOPE OF WORK AND OBLIGATIONS:

34  
35 A. Municipal Waste, Scope of Work: The Contractor shall provide all labor and  
36 equipment necessary to collect municipal waste from all of the single family detached  
37 dwellings in the Township in accordance with these specifications.

38  
39 The Contractor's employees shall handle all municipal waste containers with reasonable  
40 care to avoid damage and **shall place the empty container back in its original location**  
41 **after emptying**. Each collection crew shall have a broom and shovel and they shall  
42 promptly clean up any materials spilled during collection.

43  
44 Building materials, automotive parts and tires will not be collected as municipal waste.

1  
2 The Contractor shall collect all municipal waste and transport the same to the Lanchester  
3 Sanitary Landfill.

4  
5 The Township will pay all tipping fees imposed by the Chester County Solid Waste  
6 Authority for disposal of said waste at the landfill.

7  
8 B. Recyclable Materials, Scope of Work: The Contractor shall provide all labor and  
9 equipment necessary to collect recyclable materials from all of the single-family detached  
10 dwellings in the Township in accordance with these specifications.

11  
12 The Contractor shall not contaminate the collected recyclable materials with non-  
13 recyclable materials.

14  
15 The Contractor's employees shall handle all recycling containers with reasonable care to  
16 avoid damage and **shall place the empty recycling container in its original location**  
17 **after emptying.** Each collection crew shall have a broom and shovel and they shall  
18 promptly clean up any materials spilled during collection.

19  
20 The Contractor shall be required to collect all properly prepared recyclable materials, but  
21 shall not be required to collect improperly prepared recyclable materials.

22  
23 The Contractor shall tag recycling containers that do not contain properly prepared  
24 recyclable materials or contain municipal waste with a violation notice supplied by the  
25 Township.

26  
27 The Contractor shall abide by all traffic regulations and will comply with all applicable  
28 Federal, State, County and Township regulations.

29  
30 The Contractor will be responsible for the delivery of the collected recyclable materials to  
31 the designated County Marketing and Processing Facility.

32  
33 C. Processing and Marketing of Recyclable Materials: The Township has entered into an  
34 agreement with Chester County to utilize the County Processing and Marketing Facility  
35 for receipt of recyclable materials. Browning-Ferris, Inc (BFI) currently has the contract  
36 with the County and their facility is located at 372 S. Henderson Road in King of Prussia,  
37 PA.

38  
39 In the event the County's contract with BFI is not renewed, but the County enters into an  
40 agreement with another firm to process and market the recyclable materials, the  
41 Contractor shall deliver the materials to that firm's facility.

42  
43 In the event the Township's agreement with the County is not renewed, the Contractor  
44 shall assume ownership of the recyclable materials at curbside, and be responsible for the

1 processing and marketing of the recyclable materials. The price per ton paid to the  
2 Township or negative charge per ton paid by the Township to process and market the  
3 recyclable materials shall be in accordance with the prices quoted in "Recycling Times"  
4 or some other trade journal. It is expected that the prices for these recyclable materials  
5 may fluctuate during the term of this contract.

6  
7 NOTE: The Township at its sole discretion may elect to process and market one  
8 or more of the recyclable materials on its own, at any time during the term of this  
9 Agreement. If the Township elects to implement this option, a separate contract  
10 will be negotiated to haul the recyclable materials to an as yet undetermined  
11 location.

12  
13 The Township will pay all fees imposed by BFI for disposal of said recyclables.

14  
15 D. Bulk Trash Items, Scope of Work: The Contractor shall collect and transport to the  
16 Lanchester Landfill bulk trash items, which includes, but is not limited to, such items as  
17 hot water heaters, stoves, refrigerators, freezers, dishwashers, air conditioners, sofas,  
18 mattresses, box springs, chairs and other bulk trash items from residences. All such items  
19 shall be able to be lifted by two people.

20  
21 The Contractor shall not be required to collect or transport any item that contains or once  
22 contained Freon unless a certificate accompanies the item that attests that the Freon was  
23 removed and recycled in accordance with applicable state and/or federal laws.

24  
25 Building materials, full or partially full paint cans, used motor oil, batteries, automotive  
26 parts and tires will not be collected as bulk trash.

27  
28 The Contractor shall collect all bulk trash items and transport the same to the Lanchester  
29 Sanitary Landfill.

30  
31 The Township will pay all tipping fees imposed by the Chester County Solid Waste  
32 Authority for disposal of said waste at the landfill.

33  
34 E. Yard Waste, Scope of Work: The Contractor shall provide all labor and equipment  
35 necessary to collect yard waste from all of the single-family detached dwellings in the  
36 Township in accordance with these specifications.

37  
38 All yard waste shall be placed in a biodegradable paper bag that will be taken with the  
39 yard waste or in a trashcan or similar container that will be emptied by the Contractor.  
40 Yard waste shall not be placed in plastic bags. When applicable, yard waste shall be  
41 securely tied into a bundle, and shall be of such size that the longest dimension thereof  
42 shall not exceed three (3') feet and the total weight thereof shall not exceed fifty (50)  
43 pounds.  
44

1 The Contractor shall collect all yard waste and transport the same to the Lanchester  
2 Sanitary Landfill.

3  
4 The Contractor's employees shall handle all trashcans or containers with reasonable care  
5 to avoid damage and **shall replace the container in its original location after**  
6 **emptying.**

7  
8 Each collection crew shall have a broom and shovel and they shall promptly clean up any  
9 materials spilled during collection.

10  
11 The Township will pay all fees imposed by the Chester County Solid Waste Authority for  
12 disposal of said waste at the landfill.

13  
14 F. Leaf Waste and Christmas trees, Scope of Work: The Contractor shall provide all labor  
15 and equipment necessary to collect Leaf Waste and Christmas trees from all of the single-  
16 family detached dwellings in accordance with these specifications.

17  
18 Leaf waste shall be placed in a biodegradable paper bags that will be taken with the  
19 leaves, or placed in a trashcan or similar container that will be emptied by the  
20 Contractor's employees. Leaf waste shall not be placed in plastic bags.

21  
22 Christmas trees shall be placed at the curbside for collection. Christmas trees shall not be  
23 in plastic bags.

24  
25 The Township will pay all tipping fees imposed by the Chester County Solid Waste  
26 Authority for disposal of the leaf waste and Christmas trees at the landfill.

27  
28 The Contractor's employees shall handle all trashcans or containers with reasonable care  
29 to avoid damage and **shall place them in their original location after emptying.** Each  
30 collection crew shall have a broom and shovel and promptly clean up any materials  
31 spilled during collection.

32  
33 G. Collection Schedule: Collections shall be made between the hours of 6:00 A.M. and  
34 5:00 P.M., Monday through Friday in accordance with the following schedule:

- 35  
36 1. Option 1 (Twice a week collection) - If the Contractor intends to divide the  
37 Township into one or more "zones" the Contractor shall provide the  
38 Township with a plan showing how it intends to divide the Township by  
39 November 1, 2010.

40  
41 In order to minimize the inconvenience to any one group of Township  
42 residents the Township reserves the right to "switch" the collection days for  
43 each zone annually.  
44

1 The Contractor shall follow the schedule of holidays that is approved by the  
2 Chester County Solid Waste Authority. The Contractor is not required to  
3 collect municipal waste, yard waste, leaf waste, Christmas trees, bulk trash  
4 items or recyclable materials on those days the Lanchester Landfill is closed.

5  
6 Under Option 1 if a collection day is lost due to a holiday on which the  
7 Lanchester Landfill is closed, the Contractor is not required to make up the  
8 collection.

9  
10 The Township shall review and approve the schedule for the collection of  
11 municipal waste, recyclables, yard waste, leaf waste, Christmas trees and bulk  
12 trash items.

- 13  
14 2. Option 2 (Once a week collection) - Collections shall be scheduled for  
15 Tuesday, Wednesday or Thursday.

16  
17 If the Contractor intends to divide the Township into “zones”, the Contractor  
18 shall provide the Township with a plan showing how it intends to divide the  
19 Township by November 1, 2010.

20  
21 The Contractor shall follow the schedule of holidays that is approved by the  
22 Chester County Solid Waste Authority. The Contractor is not required to  
23 collect municipal waste, yard waste, leaf waste, Christmas trees, bulk trash  
24 items or recyclable materials on those days the Lanchester Landfill is closed.

25  
26 Under Option 2 if a collection day is lost due to a holiday the Contractor is  
27 required to make up the collection day during that week.

28  
29 The Contractor shall provide the Township with a schedule to make up those  
30 lost collection days for 2011 by November 1, 2010 and November 1 of  
31 succeeding years.

32  
33 The Township shall review and approve the schedule for the collection of  
34 municipal waste, recyclables, yard waste, leaf waste, Christmas trees and bulk  
35 trash items.

36  
37 **Collection shall be made regardless of weather conditions, unless authorization to**  
38 **cancel collection is received from the Township. If the Contractor is authorized to**  
39 **cancel collections any collections not made that day shall be made the next day.**

40  
41 H. Dutts Mill Credit: The Dutts Mill is a community of 3 single-family detached homes  
42 and 15 townhouses located in the Township. Dutts Mill has elected to participate in the  
43 Township Refuse and Recycling Program. Their grounds are maintained by a professional  
44 lawn service company and the individual residents do not utilize the Township's Yard



1 Waste or Leaf Waste services. The Contractor shall indicate the amount of the credit each  
2 of the dwelling units would be entitled to in its bid for Options 1 & 2.

3  
4 I. Record keeping: The Contractor shall provide the Township with the following  
5 information on a monthly basis.

6  
7 1. Number of single-family detached dwelling units serviced.

8  
9 2. Any additional information required by Pennsylvania Department of  
10 Environmental Resources or the Chester County Solid Waste Authority.

11  
12 J. Disposition of Waste: All municipal waste, yard waste, leaf waste, Christmas trees and  
13 bulk trash items contracted to be collected herein shall be delivered to the Chester County  
14 Solid Waste Authority Lanchester Landfill. The Township shall pay the tipping fee.

15  
16 K. New Stops: The Township will notify the Contractor of new stops on a weekly basis.  
17 The Contractor shall begin collection services on the next regularly scheduled collection  
18 day.

19  
20 L. State Roads: In order to minimize delays for motorists the Contractor shall to the  
21 maximum extent possible set up the collection routes so that refuse and recyclables on not  
22 collected during peak traffic hours (7:00 am to 8:30 am and 4:30 pm to 5:30 pm) for  
23 homes on North Chester Road, Boot Road and Paoli Pike.

24  
25 10. VIOLATIONS, REJECTED LOADS, AND TERMINATION OF CONTRACT

26  
27 A. Violations: It is understood that the orderly and proper collection of municipal waste,  
28 yard waste, recyclable materials, etc. as defined herein, is a matter of serious and vital  
29 concern to the Township because of the effect which it has upon the health and welfare of  
30 the residents. Furthermore, it is anticipated that occasional minor breaches or violations  
31 may occur during the course of the performance of the contract. Since the cost of these  
32 minor breaches or violations are incapable of prompt and reasonable calculation, the  
33 Township Manager, may invoke the following stipulated liquidated damages on behalf of  
34 the Township. This determination and certification of the same shall be final.

35  
36 The Township Manager or his designee shall notify the Contractor of such violations and  
37 they shall be promptly corrected. If the violation is not corrected within a reasonable  
38 amount of time, as determined by the Township Manager, the Township Manager may  
39 assess a fine in accordance with the following schedule of liquidated damages:

- 40  
41 1. The collection of municipal waste from non-East Goshen Township  
42 dwelling unit or business establishment and hauling same to the landfill -  
43 \$500.00 per offense  
44

2. Failure to collect refuse or recyclables - \$25.00 per occurrence.
3. Failure to replace the trashcan(s) or recycling container(s) in original location- \$25.00 per occurrence. The Township is aware that wind and large trucks can move refuse and recycling containers after they have been emptied, and allowances will be made for windy days and for properties located on major roads.
4. Using or maintaining trucks in a leaking or unsanitary condition - \$300.00 per offense.
5. Damaging or carrying away a resident's municipal waste or recycling container(s) – replacement cost of the container.
6. Failure to clean up any materials spilled or draining from equipment - \$300.00 per offense.
7. Failure to have a supervisor in the Township as required in Section 12 - \$300.00 per offense.

Any damages assessed for any of the aforesaid violations shall be deducted from the next payment due to the Contractor.

**B. Loads Rejected by the Recycling Center:** The Contractor is responsible for collection of only properly prepared recyclable materials and to maintain each load of recyclable materials in an uncontaminated condition. If any load of recyclable materials is rejected at the recycling center because of contamination the Contractor will pay the Township the revenues that the Township would have received if the load had not been contaminated.

**C. Contractor Default and Notice:** The following events shall constitute an event of default ("Event of Default):

1. The failure of the Contractor to collect the materials required herein for a period of five (5) consecutive days; or
2. Five or more violations by the Contractor as set forth in Section 10.A within a one (1) week period for two (2) consecutive calendar weeks.

The Township shall not proceed against the Contractor under Section 10.D unless notice describing the Event of Default has been provided to Contractor. The Contractor shall be given a 24 hour period to cure such Event of Default before the Township exercises one of the remedies provided in Section 10.D.

**D. Township's Remedies Upon Event of Default:** In the Event of Default, the Township may exercise any one or more of the following remedies:

- 1
- 2
- 3 1. Terminate the Contract by providing written notice to Contractor; and/or
- 4 2. Notifying the Contractor's surety and collecting on the performance bond that
- 5 Contractor has posted with the Township; and/or
- 6 3. Notifying the Contractor's surety and collecting the penal amount of the bond;
- 7 and/or
- 8 4. File an action in law against the Contractor seeking the payment of all damages
- 9 sustained by the Township as a result of Contractor's default; and/or
- 10 5. File an action in equity against Contractor seeking specific performance of the
- 11 Contractors obligations under this Contract.

12 The Township shall, in addition, have such other legal remedies for the collection of such  
13 obligations as are now, or may hereafter be provided by law. All remedies of the Township  
14 shall be cumulative and not exclusive and are enforceable in the Township's discretion  
15 alternatively, successively, or concurrently on any one or more occasions and in any order the  
16 Township may determine.

17  
18 E. Force majeure: It is hereby stipulated and agreed that in the event of a labor stoppage;  
19 labor strike, lockout; destruction of or damage to the Contractor's equipment caused by Acts  
20 of God; fires; explosions or other matters beyond the reasonable control of the Contractor;  
21 restraints of government; lawful orders of the court, administrative agencies or governmental  
22 officers; suspension, termination or interruption of governmental licenses or permits; changes  
23 in laws, regulations, or ordinances; the Contractor shall not be considered in default or  
24 breach of the Contract by reasons thereof, provided, however, that the Township's cost of  
25 performing the work specified in the Contract during such period shall be charged to and  
26 reimbursed by the Contractor as in the case of default by the Contractor.

27  
28 11. BIDDERS' QUALIFICATIONS AND EXPERIENCE: Bidders submitting proposals  
29 must have previous experience in the collection of recyclable materials, municipal solid  
30 waste, or other similar material. **Bidders shall submit the following with their bid:**

31  
32 Locations in Pennsylvania where the bidder is under contract to collect municipal  
33 solid waste and/or recyclables with references for listed locations. References to  
34 include the location and the name address and telephone number of the contact  
35 person.

36  
37 12. SUPERVISION: The Contractor shall have a supervisor with pick-up truck in the  
38 Township during any day that municipal waste, recyclables, yard waste, leaf waste,  
39 Christmas trees and bulk trash items are to be collected. The supervisor shall have a cell  
40 phone so that he can be in direct contact with the Township in order to remedy any  
41 missed collections, or any other problems that occur during the course of collections. The  
42 supervisor shall arrive at the Township no later than noon and shall not leave the  
43 Township until 5:30 PM or the completion of collections, whichever is later.

1 The Contractor shall further be held responsible for the conduct and deportment of the  
2 Contractor's employees during the performance of their work. Said employees shall not  
3 use loud, abusive, profane or lewd language in their dealings with the public, nor shall  
4 they use loud, abusive, profane or lewd language amongst themselves during the  
5 performance of their work. Further, said employees shall conduct their work as quietly as  
6 possible with a minimum of interference to pedestrian and vehicular passageway through  
7 the Township.

8  
9 13. TERM: The term of the contract shall be three (3) years.

10  
11 14. ASSIGNMENT: It is understood and agreed by the Contractor that, during the performance  
12 of its duties under this contract, it will not assign its contractual rights or its duties and  
13 obligations arising hereunder, to any third person without the prior written approval of the  
14 Township being first had and obtained, which approval the Township shall be under no  
15 obligation to give, it being at all times understood that the Contractor is not acting as an agent or  
16 a subsidiary of any other entity.

17  
18 15. MERGER/BANKRUPTCY/BULK SALE: During the term of the contract, Contractor  
19 covenants, warrants and agrees that it will not file any proceeding in bankruptcy or  
20 reorganization under the bankruptcy laws of the United States or under any specific debtor,  
21 receivership, composition for creditors, liquidation proceedings or similar proceedings under  
22 Pennsylvania law.

23  
24 Contractor further covenants, warrants, and agrees that, during the term of any contract awarded,  
25 that it will not merge with any other entity or become a subsidiary of any other person,  
26 corporation, or any other entity. Contractor also warrants that it will not undertake the sale of its  
27 assets, stock, or equipment during the term of the contract in any fashion, which might jeopardize  
28 or compromise service or performance.

29  
30 If, despite the covenant contained herein, said Contractor does file proceedings in bankruptcy or  
31 like proceedings in State courts, or by merger or sale becomes acquired by any other corporation  
32 or entity, such actions shall constitute a termination of the contract and a forfeiture of the  
33 Performance Bond, at the Township's sole election.

34  
35 16. INSPECTION: The Township or any authorized representative thereof may inspect the  
36 collection process employed by the successful Contractor under the contract and may require the  
37 correction of any improper or deficient performance of the contract through the designated  
38 supervisor of the Contractor. The Township specifically reserves the right to inspect any truck  
39 used in the collection of refuse and recyclables at any time in order to ensure that the terms of  
40 this contract are being adhered to.

41  
42 17. WORKMEN'S COMPENSATION INSURANCE: The Contractor during the term of this  
43 contract shall carry workmen's compensation insurance, insuring and covering any and all  
44 persons employed by him in the performance of this contract, and before starting work on the

1 contract, shall annually file a certificate from the insurance company certifying the issuance of  
2 such company's insurance policy and the payment of the premium thereof with the Township. **An**  
3 **affidavit accepting the provisions of the Pennsylvania Workmen's Compensation Act of**  
4 **1915 shall be submitted with the bid.**

5  
6 18. LIABILITY INSURANCE: The Contractor shall maintain, during the term of this contract at  
7 its sole expense, the following minimum liability insurance coverage:

8  
9 A. General public liability insurance (non-automotive) for bodily injury and property  
10 damage in the amount of \$500,000.00 per occurrence but with the aggregate limit of  
11 \$1,000,000.00.

12  
13 B. Automotive liability insurance for bodily injury and property damage in the amount of  
14 \$500,000.00.

15  
16 C. Umbrella excess liability insurance coverage in the amount of \$10,000,000.00.

17  
18 The aforesaid policies of insurance and others that may be necessary to comply herewith  
19 shall be maintained in the amount set forth above and shall, inter alia, **NAME THE**  
20 **TOWNSHIP AS AN ADDITIONAL NAMED INSURED** and be designed to protect  
21 the Township from any and all claims for damage of any kind or any nature whatsoever,  
22 including but not limited to wrongful death, which may arise from the obligation of the  
23 Contractor in the performance of this contract, whether such obligation be controlled by  
24 the Contractor himself or by someone either directly or indirectly employed by him for  
25 the purpose of accomplishing some obligation incumbent upon the Contractor by the  
26 terms of this contract and shall otherwise indemnify and hold the Township harmless  
27 from any and all manner of claims, lawsuits, judgment, damages and executions and shall  
28 provide, at the insurer's expense, all necessary legal aid, counsel and representation.

29  
30 All insurance policies maintained hereunder shall be issued by an insurance carrier  
31 licensed and authorized to do business within the Commonwealth of Pennsylvania and  
32 shall be obtained and properly endorsed in favor of the Township before the execution of  
33 the contract hereunder. Said policy shall remain in full force and effect until the  
34 expiration of the term of this contract or any extensions or until completion of all duties  
35 to be performed hereunder by the Contractor, whichever shall occur later. The Contractor  
36 shall deposit with the Township the original policies and insurance herein referred to or  
37 true copies thereof, prior to commencing work under this contract.

38  
39 Evidence of said insurance shall be submitted to the Township within fourteen (14) days  
40 after notification of the award of contract.

41  
42 D. Cancellation of Insurance: Each and every policy of insurance maintained in  
43 accordance with the terms of these specifications or the contracts entered hereunder, shall  
44 carry with it an endorsement to the effect that the insurance carrier will convey to the

1 Township, by certified mail, return receipt requested, written notice of any modification,  
2 alterations or cancellations of any policy or policies or the terms thereof; and said written  
3 notice must be received by the Township, at least ten (10) days prior to the effective date  
4 of any such modification, alteration or cancellation. If such modifications, alterations or  
5 cancellations shall cause the insurance coverage required hereunder to fail to meet the  
6 minimum requirement set forth herein, the Contractor shall be deemed to be in default  
7 and the Township shall terminate this agreement as of the effective date of said change in  
8 insurance coverage and the surety on the performance bond shall be held responsible by  
9 the Township for any loss arising as a result thereof.

10  
11 It shall be the responsibility of the Contractor in obtaining the aforesaid insurance  
12 coverage to obtain policies which shall protect the Township from any and all claims  
13 whatsoever in nature regardless of the source of said claim and regardless of whether the  
14 same are directed toward the recovery of damages for personal injury, property damage or  
15 any other claim of damage which may be incident to the same.

16  
17 E. GOVERNMENTAL IMMUNITY WAIVER: All policies of insurance required  
18 pursuant to these specifications or the contract(s) entered into therein under, shall waive  
19 any governmental immunity, if any, of the Township and shall extend to and include all  
20 direct and indirect agents and employees of the Contractors and shall include policies of  
21 liability insurance on all vehicles and equipment utilized or in any way connected with  
22 the service to be rendered by the Contractor pursuant to the terms of this contract.

23  
24 19. HOLD HARMLESS PROVISION: The Contractor will indemnify and save harmless the  
25 Township and all its officers, agents and employees from any actions, liabilities or claims  
26 resulting from the performance of the contract.

27  
28 20. BONDS:

29  
30 A. Bid Bond: **A bid bond or a certified check in the amount of \$20,000 shall be**  
31 **submitted with each proposal.** Bid bonds shall be on the form provided and shall be  
32 duly executed by the bidder as principal and the surety company. The surety company  
33 must be authorized to do business in the Commonwealth of Pennsylvania and the Bid  
34 Bond must be accompanied by a Power of Attorney nominating, constituting and  
35 appointing the person whose signature appears on said bid bond as the true and lawful  
36 agent of the surety to execute all bonds and the consent on its behalf.

37  
38 Any certified check that is received by the Township in lieu of a Bid Bond will be  
39 returned upon execution of the agreement.

40  
41 In the event any bidder shall, upon award of the contract to him, fail to execute the  
42 agreement or comply with the requirements of these specifications, the full amount of the  
43 Bid Bond or certified check shall be forfeited to the Township as liquidated damages (not  
44 a penalty).

1 A Consent of Surety shall be submitted by which the Surety acknowledges that the  
2 bidder, if successful, will be able to provide the Township with a performance bond for  
3 100% of the amount of the contract award for the option selected by the Township, which  
4 shall be calculated in accordance with Section 23 Bid Award hereof. **The Consent of**  
5 **Surety shall be on the form provided and submitted with each proposal.**  
6

7  
8 B. Performance Bond The successful bidder will be required to obtain and post a  
9 performance bond in the amount of 100% of the amount of the contract award for the  
10 option selected by the Township, which shall be calculated in accordance with Section 23  
11 Bid Award hereof. The performance bond shall be submitted within fourteen (14) days  
12 after notification of the award of the contract. The performance bond shall be in a form  
13 acceptable to the Township Solicitor.  
14

15 21. SCHEDULE OF PAYMENTS: The Township shall pay the Contractor monthly, for the  
16 collection of municipal waste, yard waste, leaf waste, Christmas trees, bulk trash items and  
17 recyclable materials completed in accordance with these specifications.  
18

19 The Contractor shall be paid based on the number of dwelling units serviced during the month.  
20

21 22. BID OPTIONS: Bids are being solicited for two options.  
22

23 **Option 1 - Unlimited Municipal Waste with Twice a Week Collection**  
24

25 Single-Family Dwelling Units

- 26 1. Curbside collection of municipal waste twice a week. The amount of municipal  
27 waste is unlimited.  
28 2. Curbside collection of recyclable materials once a week. The amount of  
29 recyclables is unlimited  
30 3. Curbside collection of leaf waste, yard waste and/or Christmas trees four (4)  
31 times during the month of November and two times a month in all other months  
32 of the year. The amount of leaf waste, yard waste and/or Christmas trees is  
33 unlimited.  
34 4. Curbside collection of bulk trash items once a month. There is no limit on the  
35 number of bulk items.  
36

37 **Option 2 - Unlimited Municipal Waste with Once a Week Collection**  
38

39 Single-Family Dwelling Units

- 40 1. Curbside collection of municipal waste twice a week. The amount of municipal  
41 waste is unlimited.  
42 2. Curbside collection of recyclable materials once a week. The amount of  
43 recyclables is unlimited  
44 3. Curbside collection of leaf waste, yard waste and/or Christmas trees four (4)

1 times during the month of November and two times a month in all other months  
2 of the year. The amount of leaf waste, yard waste and/or Christmas trees is  
3 unlimited.

4 4. Curbside collection of bulk trash items once a month. There is no limit on the  
5 number of bulk items.

6  
7 23. BID AWARDS: The Township will determine the low bidder by calculating the total cost for  
8 three (3) years as depicted on the schedule of prices.

9  
10 If the total cost on any proposal is found to be computed incorrectly, the Township reserves the  
11 right to make such changes as are necessary in the extended amounts and total cost on the basis  
12 of the unit prices given and the quantities stated for the scheduled items therein.

13  
14 **The Board of Supervisors of East Goshen Township reserves the right to waive**  
15 **technicalities, to reject any or all bids or items herein and to make the award that is in the**  
16 **best interests of the Township.**

17  
18 23. ADDENDA: Any revision or interpretation of the bid specifications prior to the bid opening  
19 will be made in the form of an Addendum to the specifications and a copy of the Addendum will  
20 be faxed or emailed to each person receiving a set of bid specifications. The Township will not  
21 be responsible for any other explanations or interpretations of the bid specifications or any part  
22 thereof.

23  
24 24. SEPARATE CONTRACTS: **Not applicable.**

25  
26 25. Drug and Alcohol Testing Program: The Omnibus Transportation Employee Testing Act of  
27 1991 requires drug and alcohol testing for safety-sensitive employees the aviation, motor carrier  
28 and mass transit industries, and required the U.S. Department of Transportation to promulgate  
29 rules mandating and regulating anti-drug and alcohol misuse prevention programs. **Each**  
30 **proposal shall be accompanied by an affidavit acknowledging that the bidder is in**  
31 **compliance with the Act.**  
32



# EAST GOSHEN TOWNSHIP PROPOSAL FORM

(please print or type):

Date \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

This proposal is submitted in accordance with the advertisement inviting bids to be received by East Goshen Township at the Township Building, 1580 Paoli Pike, West Chester, PA, 19380, until 10:00 A.M. on September 24, 2010 for the collection of municipal waste and recyclable materials.

After examining all parts of this project for supplying of collection services for recyclable materials and municipal waste, we have read and understand the specifications as set forth in the Instructions to Bidders, and hereby propose to furnish said services in strict accordance with all specifications for the sums indicated, and the undersigned herein agrees to furnish all labor, materials and equipment and to perform all work necessary to complete in a workmanlike manner, the work described in the above-mentioned contract, in accordance with said contract documents to the satisfaction and acceptance of the Township, for the sum as stated below and on the Proposal Breakdown:

OPTION 1 TOTAL THREE-YEAR COST \_\_\_\_\_

OPTION 2 TOTAL THREE-YEAR COST \_\_\_\_\_

In submitting this proposal, it is understood that it is the right of the Township to reject any or all proposals or parts thereof, and to waive any informalities or technicalities in said proposals. This proposal shall remain firm for at least ninety (90) days from bid opening.

The undersigned further agrees that he or it possesses the necessary skill required to determine the adequacy of the Township's bid specifications for the purpose of arriving at the contract price,

1 and that he has exercised this skill and **that he finds them fit and sufficient for the purpose**  
2 **intended and free from ambiguities**, and also has carefully examined the Instructions to  
3 Bidders and other Contract Documents and the site of the work, and from his own investigations,  
4 has satisfied himself as to the nature and location of the work, the character of the work to be  
5 encountered, the equipment and other facilities needed for the performance of the work, the  
6 general and local conditions, and other matters which may in any way affect the work or its  
7 performance and that he has complied with every requirement of this invitation.

8  
9 Accompanying this proposal is a certified check or bid bond in the amount of TWENTY  
10 THOUSAND (\$20,000.00) DOLLARS made payable to the Township, which it is agreed will be  
11 forfeited as liquidated damages if the undersigned fails to execute the contract and furnish the  
12 performance bond and evidence of insurance, as specified, within 14 days after notification of the  
13 award of the contract is mailed to him at the official address of the undersigned below.

14  
15 Accompanying this Proposal Form is the:

- 16 1) Bid Bond,
- 17 2) Consent of Surety,
- 18 3) Bidder's qualifications,
- 19 4) Affidavit affirming the person who signed the bid is authorized to do so,
- 20 5) Affidavit accepting the provisions of the PA Workmen's Compensation Act,
- 21 6) Affidavit of Non-Collusion,
- 22 7) Affidavit accepting the provisions of the Omnibus Transportation Employee Testing Act
- 23 of 1991.
- 24 8) Proposal Breakdown.

25  
26 (IF A CORPORATION)

27 Attest:

28  
29 \_\_\_\_\_  
30 Title

\_\_\_\_\_ Name of Corporation

31  
32 \_\_\_\_\_  
33 Title

\_\_\_\_\_ Address

34  
35 \_\_\_\_\_  
36 City, State, Zip Code

37  
38 \_\_\_\_\_  
39 Telephone Number

40 (Seal)

41 Incorporated under the laws of the State of \_\_\_\_\_  
42 and (has, has not) been granted a Certificate of Authority to do business in the Commonwealth of  
43 Pennsylvania.

(IF AN INDIVIDUAL OR A PARTNERSHIP)

Witness:

Signed:

(Seal)

\_\_\_\_\_

\_\_\_\_\_

\*

\_\_\_\_\_

Address

City, State, Zip Code

Telephone Number

Witness:

\_\_\_\_\_

Partner

\_\_\_\_\_

Partner

\_\_\_\_\_

Partner

\* \_\_\_\_\_ is a co-partnership trading and doing business

under this firm name with \_\_\_\_\_ as  
partners.

\* \_\_\_\_\_ is an individual or partnership under a fictitious  
name and (has, has not) registered under the Fictitious Name Act of the Commonwealth of  
Pennsylvania.

# PROPOSAL BREAKDOWN

Company Name \_\_\_\_\_

## **OPTION 1 - UNLIMITED MUNICIPAL WASTE – TWICE A WEEK COLLECTION**

### A. COLLECTION - FIRST YEAR

1. Curbside collection of municipal waste, bulk trash items, yard waste, leaf waste, Christmas trees and recyclables.

Monthly cost per dwelling unit \_\_\_\_\_

Times the number of dwelling units 3291

Monthly total cost \_\_\_\_\_

### B. COLLECTION - SECOND YEAR

1. Curbside collection of municipal waste, bulk trash items, yard waste, leaf waste, Christmas trees and recyclables.

Monthly cost per dwelling unit \_\_\_\_\_

Times the number of dwelling units 3291

Monthly total cost \_\_\_\_\_

### C. COLLECTION - THIRD YEAR

1. Curbside collection of municipal waste, bulk trash items, yard waste, leaf waste, Christmas trees and recyclables.

Monthly cost per dwelling unit \_\_\_\_\_

Times the number of dwelling units 3291

Monthly total cost \_\_\_\_\_

## **OPTION 1**

### **FIRST YEAR COSTS**

Item #1 (Monthly total cost X12) \_\_\_\_\_

**SECOND YEAR COSTS**

Item #1 (Monthly total cost X 12) \_\_\_\_\_

**THIRD YEAR COSTS**

Item #1 (Monthly total cost X 12) \_\_\_\_\_

**DUTTS MILL CREDIT (See Section 9H)**

Credit per unit per month (Years 1, 2 & 3) \_\_\_\_\_

Credit per unit per month X 18 Units X 36 Months Deduct \_\_\_\_\_

**OPTION 1 - TOTAL THREE-YEAR COST** \_\_\_\_\_

**OPTION 2 – UNLIMITED MUNICIPAL WASTE - ONCE A WEEK COLLECTION**

**A. COLLECTION - FIRST YEAR**

1. Curbside collection of municipal waste, bulk trash items, yard waste, leaf waste, Christmas trees and recyclables.

Monthly cost per dwelling unit \_\_\_\_\_

Times the number of dwelling units 3291

Monthly total cost \_\_\_\_\_

**B. COLLECTION - SECOND YEAR**

1. Curbside collection of municipal waste, bulk trash items, yard waste, leaf waste, Christmas trees and recyclables.

Monthly cost per dwelling unit \_\_\_\_\_

Times the number of dwelling units 3291

Monthly total cost \_\_\_\_\_

**C. COLLECTION - THIRD YEAR**

1. Curbside collection of municipal waste, bulk trash item, yard waste, leaf waste,  
Christmas trees and recyclables.

Monthly cost per dwelling unit \_\_\_\_\_

Times the number of dwelling units 3291

Monthly total cost \_\_\_\_\_

**OPTION 2**

**FIRST YEAR COSTS**

Item #1 (Monthly total X 12) \_\_\_\_\_

**SECOND YEAR COSTS**

Item #1 (Monthly total X 12) \_\_\_\_\_

**THIRD YEAR COSTS**

Item #1 (Monthly total X 12) \_\_\_\_\_

**DUTTS MILL CREDIT (See Section 9H)**

Credit per unit per month (Years 1, 2 & 3) \_\_\_\_\_

Credit per unit per month X 18 Units X 36 Months Deduct \_\_\_\_\_

**OPTION 2 - TOTAL THREE-YEAR COST** \_\_\_\_\_

**AFFIDAVIT**

**OF AUTHORIZATION TO EXECUTE THE PROPOSAL FORM**

\_\_\_\_\_ being first duly sworn, deposes and  
(Printed Name)

says that is the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Company Name)

who signed the foregoing proposal that he was duly authorized to sign on their behalf, and that the bid is the true offer of the bidder and that all declarations and statements contained in the bid are true to the best of his knowledge and belief.

\_\_\_\_\_  
(Signature of the person named above)

Sworn to and subscribed by me

this \_\_\_\_\_ day of \_\_\_\_\_ 2010

\_\_\_\_\_  
Notary Public

**AFFIDAVIT**

**ACCEPTING THE PROVISIONS OF THE WORKMEN'S COMPENSATION ACT**

\_\_\_\_\_ being first duly sworn, deposes and  
(Printed Name)

says that is the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Company Name)

who submitted the foregoing proposal or bid; and that he or it has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments and have insured their liability hereunder in accordance with the terms of said Act with:

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Signature of the person named above)

Sworn to and subscribed by me

this \_\_\_\_\_ day of \_\_\_\_\_ 2010

\_\_\_\_\_  
Notary Public



**AFFIDAVIT  
OF NON-COLLUSION**

\_\_\_\_\_ first duly sworn, deposes and says  
(Printed Name)

that he is the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Company Name)

who signed the above proposal or bid on behalf of the party making the foregoing proposal or bid; that he was duly authorized to sign on their behalf; that the bid is the true offer of the bidder; that such bid is genuine and not collusive or a sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Township or any person interested in the proposed contract; and that all declarations and statements contained in said proposal or bid are true to the best of his knowledge or belief; and, further, that such bidder has not directly or indirectly submitted this bid, or the contents hereof, or divulged information or data thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Signature of the person named above)

Sworn to and subscribed by me

this \_\_\_\_\_ day of \_\_\_\_\_ 2010

Notary Public

**AFFIDAVIT**

**ACCEPTING THE PROVISIONS OF OMNIBUS  
TRANSPORTATION EMPLOYEE TESTING ACT OF 1991**

\_\_\_\_\_ being first duly sworn, deposes and  
(Printed Name)

says that is the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Company Name)

who submitted the foregoing proposal or bid; and that he or it has accepted the provisions of the Omnibus Transportation Employee Testing Act of 1991 and that they are participating in a Drug and Alcohol Program as required by this Act.

\_\_\_\_\_  
(Signature of the person named above)

Sworn to and subscribed by me

This \_\_\_\_\_ day of \_\_\_\_\_ 2010

Notary Public

DRAFT

## **AGREEMENT BETWEEN EAST GOSHEN TOWNSHIP AND CONTRACTOR**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2010 by and between

hereinafter called the CONTRACTOR, and East Goshen Township, Chester County, Pennsylvania, hereinafter called the TOWNSHIP.

Witnessed that the CONTRACTOR and the TOWNSHIP for the considerations hereafter named, agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all the materials, equipment and labor and perform all of the work for the collection of municipal waste and recyclable materials in accordance with the contract documents.

ARTICLE 2 - THE CONTRACT: The TOWNSHIP shall pay the CONTRACTOR for the performance of the contract, in accordance with the contract documents, as follows: At the first regularly scheduled meeting of the Board of Supervisors after receipt of the invoice and monthly thereafter.

ARTICLE 3 - THE CONTRACT DOCUMENTS: This Agreement and the following enumerated documents form the contract and they are as fully a part of the contract as if attached hereto or hereinafter repeated, and are termed the Contract Documents.

1. Notice to Bidders
2. Instructions to Bidders
3. Proposal Form
4. Performance Bond
5. Affidavits of Execution of the Proposal, Non-Collusion, Workmen's Compensation Act, & Omnibus Transportation Employee Testing Act.
6. Addenda (is applicable)
7. East Goshen Township Municipal Waste and Recycling Ordinance
8. Chester Counties and East Goshen Township Recyclable Marketing and Processing Agreement

ARTICLE 4 - COMMENCEMENT TIME: The CONTRACTOR hereby agrees to commence work under this contract on January 1, 2011.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first above written.

EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS

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

\_\_\_\_\_  
Township Secretary

CONTRACTOR

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

BID BOND

 **DRAFT**

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: \_\_\_\_\_  
PROJECT – INCLUDING ALL ALTERNATES (Brief Description Including Location):

BOND

BOND NUMBER: \_\_\_\_\_  
DATE (Not later than Bid Due Date): \_\_\_\_\_  
PENAL SUM: \_\_\_\_\_

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on page 2 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

\_\_\_\_\_  
(Seal)  
Bidders Name and Corporate Seal

\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: (1) Above addresses are to be used for giving notice.  
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

EJCDC NO. 1910-28-D (1990 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors,

administrators, successors and assigns to pay to Owner upon default of Bidder any difference

between the total amount of Bidder's bid, including any accepted Alternates, and the total amount of the bid of the next lowest, responsible and responsive bidder as determined by Owner for the Work required by the Contract Documents, provided that:

- 1.1. If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's bid and bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
- 3.2. All bids are rejected by Owner, or
- 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal, inclusive of all Alternates, as applicable.

CONSENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the BID dated \_\_\_\_\_

Between  
the \_\_\_\_\_  
(Owner)

and \_\_\_\_\_  
(Contractor)

the \_\_\_\_\_  
(Surety)

SURETY on the Bid Bond of

\_\_\_\_\_  
(Contractor)

acknowledges that Contractor, if awarded the Bid will provide to Owner a Performance Bond in the amount of 100% of the amount of the contract award.

IN WITNESS WHEREOF, said SURETY has hereunto set its hand and seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST: SURETY

\_\_\_\_\_  
BY: \_\_\_\_\_  
Name  
Title

NOTE: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.



**PERFORMANCE BOND**

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**KNOW ALL PERSONS BY THESE PRESENTS** that we, \_\_\_\_\_

\_\_\_\_\_ (Name of Contractor) of  
\_\_\_\_\_ (Address of

Contractor), a \_\_\_\_\_, as Principal

(the "Principal"), and (Corporation, Partnership or Individual)

\_\_\_\_\_, a corporation

organized (Name of Surety) and existing under laws of the State of

\_\_\_\_\_, with its principal place of business at

\_\_\_\_\_ as Surety (Address of Surety)

(the "Surety"), are held and firmly bound unto \_\_\_\_\_

(Name of Owner) (the "Obligee"), as hereinafter set forth, in the full and just sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the

United States of America, for the payment of which sum we bind ourselves, our heirs,

executors, administrators, successors and assigns, jointly and severally, firmly by these

presents.

**WITNESSETH THAT:**

**WHEREAS**, The Principal heretofore has submitted to the Owner a certain  
proposal, dated \_\_\_\_\_, 20\_\_ (the "Proposal"), to perform certain

\_\_\_\_\_ work for the Owner, in connection with

\_\_\_\_\_

pursuant to plans, specifications and other related documents constituting the contract

documents, which are incorporated into the Proposal by reference (the "Contract

Documents"), as prepared by \_\_\_\_\_, of

\_\_\_\_\_, Pennsylvania; and

1           **WHEREAS**, the Obligee is a "contracting body" under provisions of Act No. 385  
2 of the General Assembly of the Commonwealth of Pennsylvania, approved by the  
3 Governor on December 20, 1967, known and sited as the "Public Works Contractor's  
4 Bond Law of 1967" (the "Act"); and

5           **WHEREAS**, the Act, in Section 3(a), requires that, before an award shall be  
6 made to the Principal by the Obligee in accordance with the Proposal, the Principal shall  
7 furnish this Bond to the Obligee, with this Bond to become binding upon the award of a  
8 contract to the Principal by the Obligee in accordance with the Proposal; and

9           **WHEREAS**, it also is a condition of the Contract Documents that this Bond shall  
10 be furnished by the Principal to the Obligee; and

11           **WHEREAS**, under the Contract Documents, it is provided, *inter alia*, that if the  
12 Principal shall furnish this Bond to the Obligee, and if the Obligee makes an award to the  
13 Principal in accordance with the Proposal, then the Obligee may require the Principal to  
14 enter into an agreement with respect to performance of such work (the "Agreement"),  
15 the form of which Agreement is set forth in the Contract Documents.

16           **NOW, THEREFORE**, the terms and conditions of this Bond are and shall be that:

17           a)       If the Principal well, truly and faithfully shall comply with and shall  
18 perform the Agreement in accordance with the Contract Documents, at the time and in  
19 the manner provided in the Agreement and in the Contract Documents, and if the  
20 Principal shall satisfy all claims and demands incurred in or related to the performance of  
21 the Agreement by the Principal, and if the Principal shall indemnify completely and shall  
22 save harmless the Obligee and all of its officers, agents and employees from any and all  
23 costs and damages which the Obligee and all of its officers, agents and employees may  
24 sustain or suffer by reason of the failure of the Principal to do so, and if the Principal  
25 shall reimburse completely and shall pay to the Obligee any and all costs and expenses,

1 including attorneys fees, which the Obligee and all of its officers, agents and employees  
2 may incur by reason of any such default or failure of the Principal; and

3 (b) If the Principal shall remedy, without cost to the Obligee, all  
4 defects which may develop during the period of one (1) year from the date of completion  
5 by the Principal and acceptance by the Obligee of the work to be performed under the  
6 Agreement in accordance with the Contract Documents, which defects, in the sole  
7 judgment of the Obligee or its legal successors in interest, shall be caused by or shall  
8 result from defective or inferior materials or workmanship; then this Bond shall be void;  
9 otherwise, this Bond shall be and shall remain in force and effect.

10 This Bond is executed and delivered under and subject to the Act, to which  
11 reference hereby is made.

12 The Principal and the Surety agree that any alterations, changes and/or additions  
13 to the Contract Documents, and/or any alterations, changes and/or additions to the work  
14 to be performed under the Agreement in accordance with the Contract Documents,  
15 and/or any alterations, changes and/or additions to the Agreement and/or any giving by  
16 the Obligee of any extensions of time for the performance of the Agreement in  
17 accordance with the Contract Documents, and/or any act of forbearance of either the  
18 Principal or the Obligee toward the other with respect to the Contract Documents and  
19 the Agreement, and/or the reduction of any percentage to be retained by the Obligee as  
20 permitted by the Contract Documents and by the Agreement, shall not release, in any  
21 manner whatsoever, the Principal and the Surety, or either of them, or their heirs,  
22 executors, administrators, successors and assigns, from liability and obligations under  
23 this Bond; and the Surety, for value received, does waive notice of any such alterations,  
24 changes, additions, extensions of time, acts of forbearance and/or reduction of retained  
25 percentage.

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement or the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Agreement and the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Agreement or the Contract Documents, shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall not be liable in the aggregate to the Obligee for more than the total sum set forth above. The Surety may elect to make any payment hereunder to either Obligee or both, by its check issued jointly or individually.

**IN WITNESS WHEREOF**, the Principal and the Surety cause this Bond to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

***(Individual Principal)***

WITNESS:

\_\_\_\_\_  
(Signature of Individual)

Trading and doing business as:

**(Partnership Principal)**

WITNESS:

(Name of Partnership)

By: \_\_\_\_\_(SEAL)  
(Partner)

1 **(Corporation Principal)**

\_\_\_\_\_  
(Name of Corporation)

4 By:

\_\_\_\_\_  
(Vice) President

7 ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

13 (CORPORATE SEAL)

18 **or (if appropriate)**

21 WITNESS:

\_\_\_\_\_  
(Name of Corporation)

24 \*By:

\_\_\_\_\_  
(Authorized Representative)

28 (CORPORATE SEAL)

30 *\*Attach appropriate proof, dated as of the*  
31 *same date as the Bond, evidencing authority*  
32 *to execute on behalf of the corporation.*

33 **(Corporate Surety)**

37 WITNESS:

\_\_\_\_\_  
(Name of Corporation)

41 \*\*By:

\_\_\_\_\_  
(Attorney-in-fact)

45 (CORPORATE SEAL)

47 *\*\*Attach an appropriate power of attorney,*  
48 *dated as of the same date as the Bond,8*  
49 *evidencing the authority of the Attorney-*  
50 *in-fact to act on behalf of the corporation.*

1  
2 NOTE: Date of BOND must not be prior to date of Notice of Intent to Award.  
3 If CONTRACTOR is partnership, all partners should execute BOND.  
4  
5 IMPORTANT: Surety companies executing BONDS must appear on the Treasury  
6 Department's most current list (Circular 570 as amended) and be authorized to transact  
7 business in Pennsylvania.

BOARD OF SUPERVISORS  
EAST GOSHEN TOWNSHIP  
CHESTER COUNTY  
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

August 20, 2010

To: Board of Supervisors  
From: Mark Miller  
Re: Truck Repair

I have received estimates to get three of the large dump trucks sent out to get the frames and bodies sand blasted and re-painted. This work is needed to preserve the bodies of the truck due to large amounts of rust.

The cost will be \$3,245.00 per truck (this price includes new wire harnesses for the dump bodies.

(note) Truck #37 will only cost \$1,340.00 by applying insurance monies from the hydrant incident during the blizzard.

Sub Total	\$9,735.00
Ins. Monies	<u>- \$1,340.00</u>
Total Cost	\$8,395.00





**DISTRICT ATTORNEY'S OFFICE OF CHESTER COUNTY**

201 WEST MARKET STREET, SUITE 4450  
POST OFFICE BOX 2746  
WEST CHESTER, PENNSYLVANIA 19380-0989

TELEPHONE: 610-344-6801  
FAX: 610-344-5905

Joseph W. Carroll  
District Attorney

Patrick Carmody  
First Assistant District Attorney

James C. Vito  
Chief County Detective

Shawn D. Riley, Sr.  
W.E.B. Administrator

August 11, 2010

Westtown-East Goshen Police Department  
Chief John Dumond  
1041 Wilmington Pike  
West Chester, PA 19382

**RE: Victims Compensation Assistance Program**

Dear Chief *John* Dumond:

I congratulate you on your commitment to helping crime victims and their families as demonstrated by your excellent record of responsiveness to the Victims Compensation Assistance Program of the Pennsylvania Commission on Crime and Delinquency. Your timely communications and other assistance to the Victims Compensation Assistance Program allow victims in your jurisdiction to receive all of the benefits available as quickly as possible.

There are over 1,200 police departments in Pennsylvania. In 2008 you were one of only 228 police departments who consistently responded to requests for information concerning victim assistance within 15 days or less. You were one of 7 departments in Chester County to do so. You should be very proud not only of your department's outstanding direct law enforcement services, but also for your record of providing comfort and assistance to your victims. Congratulations on a job well done.

Sincerely,

*Joe*  
Joseph W. Carroll,  
District Attorney

JWC/cc

Cc: Board of Supervisors



## East Goshen Township Code Enforcement

Report Date 08/02/10

Monthly Permit Log

PAGE 1

From 07/01/10 to 07/31/10

MPRP14 run by TERRY B.

3 : 24 PM

Permit #	Date	Owner Name / Address	Description / Tax ID	Value	Fees
B10295	07/01/10	LOBB, STEPHEN R & DEBORAH 1663 BOW TREE DR	Building: Patio 04L-0071.0000	8,000	364.00
B10296	07/01/10	VAITES GEORGE R VAITES SUSAN M 239 CHESHIRE CIR	Building: HVAC system 06C-0109.0000	9,000	104.00
B10297	07/06/10	GOSHEN EQUITITIES LLC 1500 1520 PAOLI PK	Sign Permit: Less than 32 Sq feet 04 -0077.0000	295	0.00
B10298	07/06/10	JOHNSON WILLIAM H JR 1000 HERSHEY MILL RD	Building: Re-Decking 01 -0019.0200	5,000	154.00
B10299	07/07/10	MCCLAIN LEONARD W & ELEANOR RUTH 1620 WILLIAMS WAY	Building: RESIDENTIAL ALTERATION 06D-0044.0000	2,000	104.00
B10300	07/07/10	STARBUCK ROBERT R & MARY W 1787 JEFFERSON DOWNS	Building: RESIDENTIAL ALTERATION 04 -0132.2800	7,500	204.00
B10301	07/07/10	GOSHEN BAPTIST CHURCH 1451 WEST CHESTER PIKE	Building: Commercial Alteration 06 -0106.000E	4,755	0.00
B10302	07/07/10	MULLEN MATTHEW J & CHRISTINE 1661 E STRASBURG RD	Building: New Construction 04 -0134.0200	1,900,000	11,526.53
B10303	07/08/10	PAOLI PIKE ASSOCIATES LP 1585 PAOLI PIKE	Sign Permit: Less than 32 Sq feet 04 -0043.0000	125	25.00
B10304	07/08/10	GOSHEN VALLEY RECREATION CENTER INC 1326 WEST CHESTER PK	Building: Commercial Residing 06 -0133.0700	22,650	0.00
B10305	07/08/10	B B & C PARTNERSHIP 1 RESERVOIR RD	Building: Commercial Alteration 06 -0087.0000	32,000	574.00
B10306	07/09/10	GAILEY III, JOELLEN BERGER & JOHN R 22 TREEMONT DR	Building: Re-Decking 02 -0020.0200	9,800	364.00
B10307	07/09/10	DORSEY JAMES M & LUCIA I 1020 HERSHEY'S MILL RD	Building: Building Addition 01 -0056.0000	200,654	425.53
B10308	07/09/10	BLESSING EUGENE F & MARY C 1095 LINCOLN DR	Building: RESIDENTIAL ALTERATION 01R-0308.0000	38,571	389.71
B10309	07/12/10	MAHAN, RICHARD C & JUNE L 1060 KENNETT WAY	Building: RESIDENTIAL ALTERATION 01R-0261.0000	30,340	307.40
B10310	07/12/10	GOLDBERG LAWRENCE A & DARCI L 1409 WEST CHESTER PK	Building: Commercial Alteration 06F-0050.0000	2,400	0.00
B10311	07/12/10	MINNITI DORIS 961 CORNWALLIS DR	Building: Re-Decking 04 -0065.0200	22,500	154.00
B10312	07/13/10	WALHEIM RAYMOND K & JENNIFER L 804 COTTONWOOD LA	Building: Building Addition 02E-0089.0000	270,000	635.00
B10313	07/13/10	HARRISON THEODORE HARTLEY III & NANCY M 1334 E STRASBURG RD	Building: RESIDENTIAL ALTERATION 06 -0031.0000	2,000	104.00
B10314	07/13/10	BOWMAN KENNETH B & SAMANTHA M 1636 ACHCOM WAY	Building: RESIDENTIAL ALTERATION 04L-0012.0000	20,000	104.00
B10315	07/14/10	FAY STEVEN J & CATHY N 804 GRIST MILL LN	Building: Patio 04 -0672.0000	14,882	0.00
B10316	07/14/10	KIMMERLY MICHELLE 622 SUMMIT HOUSE	Building: HVAC system 06 -1526.22H0		
B10317	07/15/10	SIVO ANTHONY J & CHRISTINA 1454 GLENBROOK LA	Building: Re-Roofing 06C-0028.0000		
B10318	07/15/10	O'HARA, JAMES & KAREN 29 WATERVIEW RD	Building: Re-Roofing 06B-0007.0000		
B10319	07/15/10	PASTORINO PAMELA D & MICHAEL B 1511 CALHOUN DR	Building: Re-Roofing 06C-0052.0000		

## East Goshen Township Code Enforcement

Report Date 08/02/10

Monthly Permit Log

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From 07/01/10 to 07/31/10

MPRP14 run by TERRY B.

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Permit #	Date	Owner Name / Address	Description / Tax ID	Value	Fees
B10320	07/16/10	PULTE HOMES OF PA 818 GRIST MILL LN	Building: New Construction 04 -0665.0000	175,000	0.00
B10321	07/16/10	PULTE HOMES OF PA 816 GRIST MILL LN	Building: New Construction 04 -0666.0000	175,000	0.00
B10322	07/16/10	PULTE HOMES OF PA 811 GRIST MILL LN	Building: New Construction 04 -0715.0000	175,000	0.00
B10323	07/16/10	PULTE HOMES OF PA 813 GRIST MILL LN	Building: New Construction 04 -0716.0000	175,000	0.00
B10324	07/16/10	KERR KELLY B 77 HARRISON RD E	Building: Re-Roofing 06 -1889.0000	7,600	104.00
B10325	07/19/10	MEADE ERNEST B 78 HARRISON RD E	Building: Re-Roofing 06 -1890.0000	5,710	104.00
B10326	07/19/10	ESTY BOB & KAREN 814 GRIST MILL LN	Building: RESIDENTIAL ALTERATION 04 -0667.0000	20,000	204.00
B10327	07/19/10	MACDONALD EDWARD J & COLLEEN M 1445 LINDEN LA	Building: Re-Roofing 04E-0026.0000	8,000	104.00
B10328	07/20/10	REDEEMED PROPERTIES LP 1596 PAOLI PK	Sign Permit: 32 Square feet or more 04 -0081.0000	0	0.00
B10329	07/20/10	WIECHEC FRANK J III & DEBORAH B 1404 MILL CREEK DR	Building: RESIDENTIAL ALTERATION 03 -0004.0500	20,000	0.00
B10330	07/21/10	CROCE JOHN P & CHRISTINE 459 GATESWOOD DR	Building: Building Addition 04P-0104.0000	90,000	0.00
B10331	07/21/10	BOLAND ROBERT & THERESA 620 THORNCROFT DR	Building: Building Addition 04 -0132.3500	145,000	0.00
B10332	07/22/10	HUGGINS MICHAEL & LISA 1452 BLANFORD LA	Building: Residing 01 -0057.1100	56,280	566.80
B10333	07/22/10	COOPER EMILIO A & ELISE T 614 BEAUMONT CIR	Pool: Jaquzzis & Hot Tubs 04L-0045.0000	8,000	0.00
B10334	07/22/10	DROOGAN CHRISTOPHER J & BARBARA MUNDIE 1425 ARDLEIGH CIR	Building: HVAC system 04 -0107.0600	36,300	367.00
B10335	07/23/10	LICCI JANET J 468 GATESWOOD LA	Building: HVAC system 04P-0095.0000	11,719	121.19
B10336	07/23/10	KELLY WILLIAM F & ELIZABETH S 1123 TAYLOR AVE	Building: Residing 02 -0048.0600	14,350	0.00
B10337	07/26/10	EBERSOLE BERNARD W III & JENNIFER J 208 N CHESTER RD	Building: Commercial Alteration 06 -0101.0000	4,000	104.00
B10338	07/26/10	GOMBAR CHARLES T & FELICE A 1652 BOW TREE DR	Building: Re-Roofing 04L-0100.0000	3,200	104.00
B10339	07/26/10	SOURDIS LUIS F & MARIA 1543 TANGLEWOOD DR	Building: Re-Roofing 02J-0001.0000	11,855	122.55
B10340	07/28/10	THORNDAL INVESTMENT GROUP 1594 PAOLI PK	Building: Commercial Alteration 04 -0080.0100	600	0.00
B10341	07/28/10	CORNELIUS SUSAN J 1116 TAYLOR AVE	Building: Re-Roofing 02 -0066.0000	4,200	0.00
B10342	07/30/10	ABATE, ANTHONY & BERNADETTE 1602 WILLIAMS WAY	Building: Re-Roofing 06D-0025.0000	12,000	0.00
B10343	07/30/10	CROSS KATHERINE 373 DEVON WAY	Building: RESIDENTIAL ALTERATION 04A-0103.0000	23,550	0.00
R10153	07/01/10	HAMILTON THOMAS J & GURNEY T 103 ASHTON WAY	RESIDENTIAL RESALE INSPECTION FEE 02P-0191.0000	0	50.00

## East Goshen Township Code Enforcement

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From 07/01/10 to 07/31/10

MPRP14 run by TERRY B.

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Permit #	Date	Owner Name / Address	Description / Tax ID	Value	Fees
R10154	07/01/10	CROSBY ALICE M 847 JEFFERSON WAY	RESIDENTIAL RESALE INSPECTION FEE 02 -0799.0000	0	50.00
R10155	07/01/10	HOWER MARILYN K 810 JEFFERSON WAY	RESIDENTIAL RESALE INSPECTION FEE 02 -0762.0000	0	50.00
R10156	07/01/10	GLANCEY MARYETTA 60 ASHTON WAY	RESIDENTIAL RESALE INSPECTION FEE 02P-0148.0000	0	50.00
R10157	07/01/10	FRANK PAUL T & MARJORIE M 880 JEFFERSON WAY	RESIDENTIAL RESALE INSPECTION FEE 02 -0832.0000	0	50.00
R10158	07/01/10	STINSON TIMOTHY & JOYCE 1705 CLOCKTOWER DR	RESIDENTIAL RESALE INSPECTION FEE 04 -0556.0000	0	50.00
R10159	07/07/10	WATERHOUSE-KOSKI LINDA 734 N CHESTER RD	RESIDENTIAL RESALE INSPECTION FEE 04 -0082.0000	0	50.00
R10160	07/08/10	BURKE EUGENE F MELI LINDA R 403 VALLEY DR	RESIDENTIAL RESALE INSPECTION FEE 06 -0225.0000	0	50.00
R10161	07/09/10	RESNICK ADAM J & ROBIN G 826 COTTONWOOD DR	RESIDENTIAL RESALE INSPECTION FEE 02E-0064.0000	0	50.00
R10162	07/12/10	MATTIA JOHN & DONNA 3321 VALLEY DR	RESIDENTIAL RESALE INSPECTION FEE 06 -0853.0000	0	50.00
R10163	07/12/10	FORCINO, ELAINE M 2027 VALLEY DR	RESIDENTIAL RESALE INSPECTION FEE 06 -0439.0000	0	50.00
R10164	07/12/10	FRY DALE E & BARBARA J 975 KENNETT WAY	RESIDENTIAL RESALE INSPECTION FEE 01R-0176.0000	0	50.00
R10165	07/12/10	GRAHAM ROSEMARY 210 CHANDLER DR	RESIDENTIAL RESALE INSPECTION FEE 02P-0298.0000	0	50.00
R10166	07/12/10	LANDIS JOSHUA D & MELISSA E 207 WALNUT HILL RD B-22	RESIDENTIAL RESALE INSPECTION FEE 06F-0244.0000	0	50.00
R10167	07/16/10	COLEMAN DIANE M & 916 ST ANDREWS DR	RESIDENTIAL RESALE INSPECTION FEE 02F-0037.0000	0	50.00
R10168	07/16/10	SHERIFF'S DEED HOMESALES INC 1341 E STRASBURG RD	RESIDENTIAL RESALE INSPECTION FEE 06B-0063.0000	0	50.00
R10169	07/16/10	GILL HARRY W JR & MILDRED G 1304 ROBYNWOOD LA	RESIDENTIAL RESALE INSPECTION FEE 03 -0081.0000	0	50.00
R10170	07/16/10	HILL MARGARET A 1726 HIBBERD LN	RESIDENTIAL RESALE INSPECTION FEE 04 -0702.0000	0	50.00
R10171	07/16/10	MATHEIS RICHARD R & DOROTHY V 802 JEFFERSON WAY	RESIDENTIAL RESALE INSPECTION FEE 02 -0754.0000	0	50.00
R10172	07/19/10	GROSS MICHAEL F & NICOLE D 1450 GLENBROOK LA	RESIDENTIAL RESALE INSPECTION FEE 06C-0032.0000	0	50.00
R10173	07/21/10	DEHAVEN JAMES R & PATRICIA A 723 PEACH TREE DR	RESIDENTIAL RESALE INSPECTION FEE 04 -0435.0000	0	50.00
R10174	07/22/10	CALLAGHAN PATRICIA W 606 FRANKLIN WAY	RESIDENTIAL RESALE INSPECTION FEE 02 -0606.0000	0	50.00
R10175	07/22/10	BUNDY DEBORAH L & JEFFREY M 532 BEAUMONT CIR	RESIDENTIAL RESALE INSPECTION FEE 04Q-0141.0000	0	50.00
				3,819,949	18,694.71

Total Number of Permits : 72