

**AGENDA  
EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS  
TUESDAY, SEPTEMBER 7, 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
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. Announce that at 8:30 pm the Board will adjourn the public meeting and meet in Executive Session with the Township Solicitor to discuss a real estate matter.
7. Public Hearings - None
8. Staff Reports
  - a. Treasurers Report – Deb Beury
9. Old Business
  - a. E-mail archiving system – Burt Denenstein
  - b. Review Trash Bid Specifications
  - c. Consider purchase of Four Poster Feeders
  - d. Review Action List
10. New Business
  - a. Consider purchase a replacement wood chipper.
  - b. Consider approval of Resolution requesting Tax Collection Committee to contract for the collection of taxes other than the Earned Income Tax.
11. Any Other Matter
12. Correspondence, Reports of Interest
  - a. Acknowledge letter from Georgann Brophy about an objectionable sign.
  - b. Acknowledge letter from Steven R. Buerkel concerning balancing the budget without raising taxes.



- c. Acknowledge receipt of the appraisal for the Hershey Mill Dam from Carmody & Associates,
- d. Acknowledge receipt of the Final Environmental Impact Statement and Final General Conformity Determination for the Philadelphia International Airport.
- e. Acknowledge receipt of e-mail from the Telthorpe family thanking M. Miller and the road crew in resolving the street water drainage issue.

### 13. Meetings & Dates of Importance

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 31, 2010 – 7:00pm  
Draft Minutes

**Present:** Chairman Senya D. Isayeff, Supervisors Carmen Battavio, Marty Shane and Don McConathy. Vice-Chairman Thom Clapper was absent. Also present were Township Manager Rick Smith, Phyllis Marron (Park & Rec), and Linda Gordon (TAG).

**Call to Order & Pledge of Allegiance**

Senya called the meeting to order at 7:00pm and had Linda Gordon lead 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.

**Review & Approval of Minutes**

The Board reviewed and corrected the draft minutes of August 24. Marty moved to approve the minutes of August 24, 2010 as corrected. Carmen seconded the motion. There was no discussion or public comment. The Board voted unanimously to approve the motion. Don abstained from voting as he was not present at the August 24 meeting.

**Recording of Meeting**

No resident indicated they planned to record the meeting.

**Public Comment on Non-Agenda Items**

None.

**Chairman's Report**

Senya announced that the TAG will hold a meeting on September 8 at 7:00pm to solicit comments and suggestions from residents on how to improve the Township's financial position.

**Services Provided by Township**

The Board reviewed and edited a list of services the Township provides. Don will update the list per the discussion and will provide copies to the rest of the Board.

**September 7 Meeting**

The Board discussed the agenda for the September 7 meeting.

**Public Comment on Non-Agenda Items**

None.

**Adjournment**

There being no further business, the meeting was adjourned at 8:30pm.

Anne Meddings  
Recording Secretary

9/1/2010



9. OLD BUSINESS  
2.  
2pg

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

**Voice (610) 692-7171**

**Fax (610) 425-8950**

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

Date: September 1, 2010  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: E-Mail Archiving

Burt Denenstein will be at the meeting.

I met with a representative from United Computer on August 26 to discuss e-mail archiving. He confirmed there are three viable options:

- 1) On-site - Microsoft Exchange
- 2) Off-site - Microsoft Exchange hosted by a third party
- 3) Off-site - Generic Archiving hosted by a third party

The price for Off-site - Microsoft Exchange hosted by a third party would be about \$17 a month per user. There would be no limit on the number of e-mails that can be archived. If we limited the number of e-mails to be archived the price could be reduced. He noted that Microsoft Exchange provides many features, such as a calendar and a scheduler: and that there are many consultants who can support it, including United Computer.

With respect to Generic e-mail archiving he suggested, that we make sure we know what we are getting for the price. United Computer does not have or support a Generic archiving program.

In addition, I contacted the Township Solicitor and she did not foresee a problem with using a Generic e-mail archiving system.



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2 of 2 pgs

## MEMO

**TO:** Rick Smith  
**FROM:** Diane Degnan  
**RE:** Upgraded E-mail Services with Archiving Capability  
**DATE:** August 11, 2010

As requested, the following are costs associated with the purchase of an on-site Microsoft Exchange solution (from United Computer) versus the costs associated with upgrading to an off-site/hosted Microsoft e-mail service, or off-site/hosted generic e-mail service (provided by Bee.Net). The following information, unlike the information provided previously, is based on 30 users/mailboxes, and was obtained in response to your specific questions.

### Option #1) On-Site Microsoft Exchange/provided by United Computer:

Initial Equipment Cost:	\$5,007
Equipment Installation Cost:	\$5,190
Software Cost:	<u>\$5,778</u>
<i>- minus approx. \$2,000, as original proposal was based on 40 users/mailboxes</i>	
<b>TOTAL</b>	<b>\$13, 975</b>
 Software Maintenance Cost per Year	 \$300 (after 1 <sup>st</sup> year)
Cost to Load Existing E-mails into System	N/A
(included in equipment installation cost above)	
Cost for Support	UNDETERMINED

*NOTE: While United Computer originally recommended the purchase of an Exchange Server, they too would now recommend a hosted solution for the Township.*

### Option #2) Off-Site Microsoft Exchange/hosted by Bee.Net:

Initial Equipment Cost:	-0-
Equipment Installation Cost:	-0-
Software Cost:	-0-
Software Maintenance Cost per Year	-0-
Cost to Load Existing E-mails into System	-0-
Cost for Support	-0-

**\$14/mth per user/mailbox**  
**\$5,040/yr based on 30 users/mailboxes**



Option #3) Off-Site Generic/hosted by Bee.Net:

Initial Equipment Cost:	-0-
Equipment Installation Cost:	-0-
Software Cost:	-0-
Software Maintenance Cost per Year	-0-
Cost to Load Existing E-mails into System	-0-
Cost for Support	-0-

**\$7/mth per user/mailbox**

**\$2,520/yr based on 30 users/mailboxes**

*\* Our current fee is \$2/mth per user/mailbox. Annual internet fee would not change.*

While the Microsoft software has more features, Burt feels it is geared more towards a corporate client, and that none of those added features would be needed by a municipality. Our current provider, has provided us with good service for several years, and can now assist us with any option. Both Burt and those at Bee.Net feel the less expensive, generic, off-site/hosted option could be customized to meet our needs. As discussed, I would concur with the recommendation to accept Bee.Net's proposal to provide us with the Quick version of off-site/hosted e-mail service including archiving for an additional \$5/mth per user/mailbox.

If at any time, it is determined that the generic software does not meet our needs, we would not be restricted from then changing over to Microsoft Exchange via an on-site solution or off-site/hosted solution, or even back to our current service.

Burt's offer to attend a meeting, and personally explain this information in more detail to the Board still stands.

dld



Senya D. Isayeff

From: Thom Clapper [psuthom@verizon.net]  
Sent: Tuesday, August 24, 2010 4:44 PM  
To: Don McConathy; Rick Smith; Carmen Battavio; Marty Shane; Senya D. Isayeff  
Subject: Re: Trash bids

9, OLD BUSINESS  
b.  
42 pgs  
8/24/10  
Tabled To  
9/7/10

If we are considering alternatives, then I would like for us to also consider the following:

- Trash pick-up two times/week
- Limited to one 32 gal. container; additional cans or bags extra
- Unlimited yard waste once or twice a week, whichever is cheaper

The above plan speaks to our residents' concerns:

- Pay for what you use
- Avoids rotting and smelling garbage remaining for a week waiting for the next pick-up
- Avoids " " " " " two weeks if a homeowner forgets to put out garbage or is away from home on pick-up day.
- Prevents temptation to illegally deposit garbage in parks, along roads, and/or vacant lots.

Thom

----- Original Message -----

From: Don McConathy  
To: Rick Smith ; Carmen Battavio ; 'Clapper, Thom' ; Marty Shane ; Senya Isayeff  
Sent: Tuesday, August 24, 2010 12:39 AM  
Subject: Trash bids

8/24/10  
Tabled To  
9/7/10

I have been giving additional thought to the trash options we discussed last week and I would like to offer another alternative as an additional option.

**c. Option 3 –Unlimited Municipal Waste with Once a week Collection and Unlimited Yard/Leaf Waste with Once a Week Collection** – Under this option, each resident may place an unlimited amount of municipal waste at the curb on one collection day per week and an unlimited amount of yard/leaf waste at the curb on another collection day per week. Christmas trees shall be collected with yard/leaf waste. Bulk trash items shall be collected once a month. Recyclables shall be collected once a week on the day of municipal waste pickup. There are no limits on the amount of yard or leaf waste or on the number of bulk items or Christmas trees that a resident can place out for collection.

This approach does a couple of things. It eliminates any extra yard/leaf pickups in Nov as that is already included in the weekly pickup schedule. It is closer to the current pickup schedule than either of the other two options while allowing the appropriate separation of municipal and yard/leaf waste. The option should also enhance recycling. In terms of number of trips (104) to a resident it falls halfway between Option 1 (130) and Option 2 (76). It may be easier for a hauler to maintain a regular pickup schedule than trying to work in irregular pickups as we are proposing in Options 1 and 2. Another way to further reduce cost is to have yard/leaf waste pickup limited during the winter months to 1 or 2 x /month if that provides a savings to the Township. Example would be to do weekly pickup of yard/leaf to mid-Dec, then one pickup each in Jan (capture Christmas trees) and one in Feb. Then start weekly pickup again in March. I think we need to be creative to gain the maximum advantage in cost from the hauler. Another way is to allow the hauler to provide a more cost effective option that is close to one of the Township desired options.

I would appreciate the Board considering this option during the meeting Tuesday evening.

Don McConathy  
dmccconathy@verizon.net

8/24/2010



log 42 pgs

REVISED 8/25/10

**Memo**

**East Goshen Township**

**1580 Paoli Pike**

**West Chester, PA 19380**

**Voice 610-692-7171**

**Fax 610-692-8950**

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

**INCLUDES KRISTIN'S  
COMMENTS AND OTHER  
CHANGES FROM BID  
SPECS IN THE 8/24/10  
PACKET**

Date: August 18, 2010

To: Prospective Bidders

Daily Local News

From: Rick Smith, Township Manager

Re: Refuse Bid

**September 14~~24~~, 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 and furniture whose longest dimension is less than 24 inches (24"). 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. The term does not include source-separated recyclable materials, building materials, yard waste, leaf waste, Christmas trees, automotive parts or tires.

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

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

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

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

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

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

5. SUMMARY OF THE COLLECTION OPTIONS:

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

- a. **Option 1 – Unlimited Municipal Waste With Twice a Week Collection -**  
Under this option, each resident may place an unlimited amount of municipal waste at the curb on each of two collection days per week. Yard waste, leaf waste and/or Christmas trees will be collected four times during the month of November, and twice a month in all other months of the year. Bulk trash items shall be collected once a month. Recyclables shall be collected once a week. There are no limits on the amount of yard waste or leaf waste or on the number of bulk items or Christmas trees that a resident can place out for 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 Not Applicable

13  
14 7. SINGLE-FAMILY DETACHED DWELLING UNITS: The Contractor will be required to  
15 submit its bid based upon the single-family detached dwelling unit quantities on the Proposal  
16 Form. Payment will be based upon the actual number of single-family detached dwelling units  
17 from which municipal waste and recyclable materials are 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 single-family detached dwelling units that are serviced at  
21 the same monthly cost per single-family detached dwelling unit as submitted by the Contractor  
22 on the Proposal Form.

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

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

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

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

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



PART OF THESE REGULATIONS AND SHALL BE BINDING ON THE  
CONTRACTOR.

#### 8. TOWNSHIP RESPONSIBILITIES:

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

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

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

Leaf waste shall be placed in biodegradable paper bags that will be taken with the leaves; or in a trash can or similar container that will be emptied by the Contractor and placed at the curbside on the designated collection days. The total weight of each bag or container shall not exceed fifty (50) pounds. Leaf waste shall not be placed in plastic bags.

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

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

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

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

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



6.

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

3  
4  
5 1) The recycling containers used shall be those supplied by the Township and  
6 marked with the recycling logo or similar containers purchased by the resident.  
7 The total weight of any container shall not exceed fifty (50) pounds.

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

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

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

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

23  
24 NOTE: The Township reserves the right to change the designated recyclable materials.

25  
26 C. Violation Notices: The Township will supply the Contractor with violation notices.

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

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

34  
35 9. CONTRACTOR'S SCOPE OF WORK AND OBLIGATIONS:

36  
37 A. Municipal Waste, Scope of Work: The Contractor shall provide all labor and  
38 equipment necessary to collect municipal waste from all of the single-family detached  
39 dwellings in the Township in accordance with these specifications. The total weight of  
40 each container shall not exceed fifty (50) pounds.

41  
42 The Contractor's employees shall handle all municipal waste containers with reasonable  
43 care to avoid damage and **shall place the empty container back in its original location**  
44 **after emptying.** Each collection crew shall have a broom and shovel and they shall



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promptly clean up any materials spilled during collection.

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

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

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

B. Recyclable Materials, Scope of Work: The Contractor shall provide all labor and equipment necessary to collect recyclable materials from all of the single-family detached dwellings in the Township in accordance with these specifications. The total weight of each container shall not exceed fifty (50) pounds.

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

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

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

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

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

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

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

In the event the County's contract with BFI is not renewed, but the County enters into an agreement with another firm to process and market the recyclable materials, the



Contractor shall deliver the materials to that firm's facility.

In the event the Township's agreement with the County is not renewed, the Contractor shall assume ownership of the recyclable materials at curbside, and be responsible for the processing and marketing of the recyclable materials. The price per ton paid to the Township or negative charge per ton paid by the Township to process and market the recyclable materials shall be in accordance with the prices quoted in "Recycling Times" or some other trade journal. It is expected that the prices for these recyclable materials may fluctuate during the term of this contract.

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

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

D. Bulk Trash Items, Scope of Work: The Contractor shall collect and transport to the Lanchester Landfill bulk trash items, which includes, but is not limited to, such items as hot water heaters, stoves, refrigerators, freezers, dishwashers, air conditioners, sofas, mattresses, box springs, chairs and other bulk trash items from residences. 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, full or partially full paint cans, used motor oil, batteries, automotive parts and tires will not be collected as bulk trash.

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

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

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

All yard waste shall be placed in a biodegradable paper bag that will be taken with the yard waste or in a trashcan or similar container that will be emptied by the Contractor.

Yard waste shall not be placed in plastic bags. When applicable, yard waste shall be



securely tied into a bundle, and shall be of such size that the longest dimension thereof shall not exceed three (3') feet and the total weight thereof shall not exceed fifty (50) pounds.

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

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

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

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

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

———Leaf waste shall be placed in a biodegradable paper bags that will be taken with the leaves, or placed in a trashcan or similar container that will be emptied by the Contractor's employees. The total weight of each bag or container shall not exceed fifty (50) pounds. Leaf waste shall not be placed in plastic bags.

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

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

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

G. Collection Schedule: Collections shall be made between the hours of 6:00 A.M. and 5:00 P.M. 30 PM, Monday through Friday in accordance with the following schedule:

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



1  
2 In order to minimize the inconvenience to any one group of Township  
3 residents the Township reserves the right to "switch" the collection days for  
4 each zone annually.  
5

6 The Contractor shall follow the schedule of holidays that is approved by the  
7 Chester County Solid Waste Authority. The Contractor is not required to  
8 collect municipal waste, yard waste, leaf waste, Christmas trees, bulk trash  
9 items or recyclable materials on those days the Lanchester Landfill is closed.  
10

11 Under Option 1 if a collection day is lost due to a holiday on which the  
12 Lanchester Landfill is closed, the Contractor is not required to make up the  
13 collection.  
14

15 The Township shall review and approve the schedule for the collection of  
16 municipal waste, recyclables, yard waste, leaf waste, Christmas trees and bulk  
17 trash items.  
18

19 The Contractor shall provide the Township with a routing plan of how it  
20 intends to collect municipal waste, recyclables, yard waste, leaf waste,  
21 Christmas trees and bulk trash items within the Township. In order to  
22 minimize confusion to residents the Contractor shall not deviate from the  
23 routing plan without Township approval.  
24

- 25 2. Option 2 (Once a week collection) - Collections shall be scheduled for  
26 Tuesday, Wednesday or Thursday.  
27

28 If the Contractor intends to divide the Township into "zones", the Contractor  
29 shall provide the Township with a plan showing how it intends to divide the  
30 Township by November 1, 2010.  
31

32 The Contractor shall follow the schedule of holidays that is approved by the  
33 Chester County Solid Waste Authority. The Contractor is not required to  
34 collect municipal waste, yard waste, leaf waste, Christmas trees, bulk trash  
35 items or recyclable materials on those days the Lanchester Landfill is closed.  
36

37 Under Option 2 if a collection day is lost due to a holiday the Contractor is  
38 required to make up the collection day during that week.  
39

40 The Contractor shall provide the Township with a schedule to make up those  
41 lost collection days for ~~2011~~2011 by November 1, 2010 and November 1 of  
42 succeeding years.  
43

44 The Township shall review and approve the schedule for the collection of



municipal waste, recyclables, yard waste, leaf waste, Christmas trees and bulk trash items.

The Contractor shall provide the Township with a routing plan of how it intends to collect municipal waste, recyclables, yard waste, leaf waste, Christmas trees and bulk trash items within the Township. In order to minimize confusion to residents the Contractor shall not deviate from the routing plan without Township approval.

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

H. Dutts Mill Credit: The Dutts Mill is a community of 3 single-family detached homes and 15 townhouses located in the Township. Dutts Mill has elected to participate in the Township Refuse and Recycling Program. Their grounds are maintained by a professional lawn service company and the individual residents do not utilize the Township's Yard Waste or Leaf Waste services. The Contractor shall indicate the amount of the credit each of the dwelling units would be entitled to in its bid for Options 1 & 2.

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

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

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

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

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

L. State Roads: In order to minimize delays for motorists the Contractor shall ~~to the maximum extent possible set up the collection routes so that refuse not collect municipal waste and recyclables on not collected, yard waste, leaf waste, Christmas trees or bulk trash items~~ during peak traffic hours (7:00 am to 8:30 am AM to 9:00 PM and after 4:30 pm to 5:30 pm) PM for homes on the follow State Roads: North Chester Road, Boot Road and Paoli Pike.

## 10. VIOLATIONS, REJECTED LOADS, AND TERMINATION OF CONTRACT



1  
2 A. Violations: It is understood that the orderly and proper collection of municipal waste,  
3 yard waste, recyclable materials, etc. as defined herein, is a matter of serious and vital  
4 concern to the Township because of the effect which it has upon the health and welfare of  
5 the residents. Furthermore, it is anticipated that occasional minor breaches or violations  
6 may occur during the course of the performance of the contract. Since the cost of these  
7 minor breaches or violations are incapable of prompt and reasonable calculation, the  
8 Township Manager, may invoke the following stipulated liquidated damages on behalf of  
9 the Township. This determination and certification of the same shall be final.

10  
11 The Township Manager or his designee shall notify the Contractor of such violations and  
12 they shall be promptly corrected. If the violation is not corrected within a reasonable  
13 amount of time, as determined by the Township Manager, the Township Manager may  
14 assess a fine in accordance with the following schedule of liquidated damages:

- 15  
16 1. The collection of municipal waste from non-East Goshen Township  
17 dwelling unit or business establishment and hauling same to the landfill -  
18 \$500.00 per offense  
19  
20 2. Failure to collect refuse or recyclables - \$25.00 per occurrence.  
21  
22 3. Failure to replace the trashcan(s) or recycling container(s) in original  
23 location- \$25.00 per occurrence. The Township is aware that wind and  
24 large trucks can move refuse and recycling containers after they have been  
25 emptied, and allowances will be made for windy days and for properties  
26 located on major roads.  
27  
28 4. Using or maintaining trucks in a leaking or unsanitary condition - \$300.00  
29 per offense.  
30  
31 5. Damaging or carrying away a resident's municipal waste or recycling  
32 container(s) – replacement cost of the container.  
33  
34 6. Failure to clean up any materials spilled or draining from equipment -  
35 \$300.00 per offense.  
36  
37 7. Failure to have a supervisor in the Township as required in Section  
38 12 - \$300.00 per offense.  
39  
40 8. Collection of refuse or recyclables on State Roads during peak traffic  
41 hours - \$300.00 per offense  
42  
43 9. Deviation from routing plan - \$300.00 per offense  
44



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. Terminate the Contract by providing written notice to Contractor; and/or
2. Notifying the Contractor's surety and collecting on the performance bond that Contractor has posted with the Township; and/or
- ~~3. Notifying the Contractor's surety and collecting the penal amount of the bond; and/or~~
- 4.3. File an action in law against the Contractor seeking the payment of all damages sustained by the Township as a result of Contractor's default; and/or
- ~~5.4.~~ File an action in equity against Contractor seeking specific performance of the Contractor's obligations under this Contract.

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

E. Force majeure: It is hereby stipulated and agreed that in the event of a labor stoppage; labor strike, lockout; destruction of or damage to the Contractor's equipment caused by Acts of God; fires; explosions or other matters beyond the reasonable control of the Contractor;



1 restraints of government; lawful orders of the court, administrative agencies or governmental  
2 officers; suspension, termination or interruption of governmental licenses or permits; changes  
3 in laws, regulations, or ordinances; the Contractor shall not be considered in default or  
4 breach of the Contract by reasons thereof, provided, however, that the Township's cost of  
5 performing the work specified in the Contract during such period shall be charged to and  
6 reimbursed by the Contractor as in the case of default by the Contractor.

7  
8 **11. BIDDERS' QUALIFICATIONS AND EXPERIENCE:** Bidders submitting proposals  
9 must have previous experience in the collection of recyclable materials, municipal solid  
10 waste, or other similar material. **Bidders shall submit the following with their bid:**

11  
12 Locations in Pennsylvania where the bidder is under contract to collect municipal  
13 solid waste and/or recyclables with references for listed locations. References to  
14 include the location and the name, address and telephone number of the contact  
15 person.

16  
17 **12. SUPERVISION:** The Contractor shall have a supervisor with pick-up truck in the  
18 Township during any day that municipal waste, recyclables, yard waste, leaf waste,  
19 Christmas trees and bulk trash items are to be collected. The supervisor shall have a cell  
20 phone so that he can be in direct contact with the Township in order to remedy any  
21 missed collections, or any other problems that occur during the course of collections. The  
22 supervisor shall arrive at the Township no later than noon and shall not leave the  
23 Township until 5:30 PM or the completion of collections, whichever is later.

24  
25 The Contractor shall further be held responsible for the conduct and deportment of the  
26 Contractor's employees during the performance of their work. Said employees shall not  
27 use loud, abusive, profane or lewd language in their dealings with the public, nor shall  
28 they use loud, abusive, profane or lewd language amongst themselves during the  
29 performance of their work. Further, said employees shall conduct their work as quietly as  
30 possible with a minimum of interference to pedestrian and vehicular passageway through  
31 the Township.

32  
33 **13. TERM:** The term of the contract shall be three (3) years, January 1, 2011 thru December 31,  
34 2013.

35  
36 **14. ASSIGNMENT:** It is understood and agreed by the Contractor that, during the performance  
37 of its duties under this contract, it will not assign its contractual rights or its duties and  
38 obligations arising hereunder, to any third person without the prior written approval of the  
39 Township being first had and obtained, which approval the Township shall be under no  
40 obligation to give, it being at all times understood that the Contractor is not acting as an agent or  
41 a subsidiary of any other entity.

42  
43 **15. MERGER/BANKRUPTCY/BULK SALE:** During the term of the contract, Contractor  
44 covenants, warrants and agrees that it will not file any proceeding in bankruptcy or



1 reorganization under the bankruptcy laws of the United States or under any specific debtor,  
2 receivership, composition for creditors, liquidation proceedings or similar proceedings under  
3 Pennsylvania law.

4  
5 Contractor further covenants, warrants, and agrees that, during the term of any contract awarded,  
6 that it will not merge with any other entity or become a subsidiary of any other person,  
7 corporation, or any other entity. Contractor also warrants that it will not undertake the sale of its  
8 assets, stock, or equipment during the term of the contract in any fashion, which might jeopardize  
9 or compromise service or performance.

10  
11 If, despite the covenant contained herein, said Contractor does file proceedings in bankruptcy or  
12 like proceedings in State courts, or by merger or sale becomes acquired by any other corporation  
13 or entity, such actions shall constitute a termination of the contract and a forfeiture of the  
14 Performance Bond, at the Township's sole election.

15  
16 16. INSPECTION: The Township or any authorized representative thereof may inspect the  
17 collection process employed by the successful Contractor under the contract and may require the  
18 correction of any improper or deficient performance of the contract through the designated  
19 supervisor of the Contractor. The Township specifically reserves the right to inspect any truck  
20 used in the collection of refuse and recyclables at any time in order to ensure that the terms of  
21 this contract are being adhered to.

22  
23 17. WORKMEN'S COMPENSATION INSURANCE: The Contractor during the term of this  
24 contract shall carry workmen's compensation insurance, insuring and covering any and all  
25 persons employed by him in the performance of this contract, and before starting work on the  
26 contract, shall annually file a certificate from the insurance company certifying the issuance of  
27 such company's insurance policy and the payment of the premium thereof with the Township. **An**  
28 **affidavit accepting the provisions of the Pennsylvania Workmen's Compensation Act of**  
29 **1915 shall be submitted with the bid.**

30  
31 18. LIABILITY INSURANCE: The Contractor shall maintain, during the term of this contract at  
32 its sole expense, the following minimum liability insurance coverage:

33  
34 A. General public liability insurance (non-automotive) for bodily injury and property  
35 damage in the amount of \$500,000.00 per occurrence but with the aggregate limit of  
36 \$1,000,000.00.

37  
38 B. Automotive liability insurance for bodily injury and property damage in the amount of  
39 \$500,000.00.

40  
41 C. Umbrella excess liability insurance coverage in the amount of \$10,000,000.00.

42  
43 The aforesaid policies of insurance and others that may be necessary to comply herewith  
44 shall be maintained in the amount set forth above and shall, inter alia, **NAME THE**



16

1 **TOWNSHIP AS AN ADDITIONAL NAMED INSURED** and be designed to protect  
2 the Township from any and all claims for damage of any kind or any nature whatsoever,  
3 including but not limited to wrongful death, which may arise from the obligation of the  
4 Contractor in the performance of this contract, whether such obligation be controlled by  
5 the Contractor himself or by someone either directly or indirectly employed by him for  
6 the purpose of accomplishing some obligation incumbent upon the Contractor by the  
7 terms of this contract and shall otherwise indemnify and hold the Township harmless  
8 from any and all manner of claims, lawsuits, judgment, damages and executions and shall  
9 provide, at the insurer's expense, all necessary legal aid, counsel and representation.

10  
11 All insurance policies maintained hereunder shall be issued by an insurance carrier  
12 licensed and authorized to do business within the Commonwealth of Pennsylvania and  
13 shall be obtained and properly endorsed in favor of the Township before the execution of  
14 the contract hereunder. Said policy shall remain in full force and effect until the  
15 expiration of the term of this contract or any extensions or until completion of all duties  
16 to be performed hereunder by the Contractor, whichever shall occur later. The Contractor  
17 shall deposit with provide the Township the original policies and of insurance herein  
18 referred to or true copies thereof, prior to commencing work under this contract.

19  
20 Evidence of said insurance shall be submitted to the Township within fourteen (14) days  
21 after notification of the award of contract.

22  
23 D. Cancellation of Insurance: Each and every policy of insurance maintained in  
24 accordance with the terms of these specifications or the contracts entered hereunder, shall  
25 carry with it an endorsement to the effect that the insurance carrier will convey to the  
26 Township, by certified mail, return receipt requested, written notice of any modification,  
27 alterations or cancellations of any policy or policies or the terms thereof; and said written  
28 notice must be received by the Township, at least ten (10) days prior to the effective date  
29 of any such modification, alteration or cancellation. If such modifications, alterations or  
30 cancellations shall cause the insurance coverage required hereunder to fail to meet the  
31 minimum requirement set forth herein, the Contractor shall be deemed to be in default  
32 and the Township shall terminate this agreement as of the effective date of said change in  
33 insurance coverage and the surety on the performance bond shall be held responsible by  
34 the Township for any loss arising as a result thereof.

35  
36 It shall be the responsibility of the Contractor in obtaining the aforesaid insurance  
37 coverage to obtain policies which shall protect the Township from any and all claims  
38 whatsoever in nature regardless of the source of said claim and regardless of whether the  
39 same are directed toward the recovery of damages for personal injury, property damage or  
40 any other claim of damage which may be incident to the same.

41  
42 E. GOVERNMENTAL IMMUNITY WAIVER: All policies of insurance required  
43 pursuant to these specifications or the contract(s) entered into therein under, shall waive  
44 any governmental immunity, if any, of the Township and shall extend to and include all



17

1 direct and indirect agents and employees of the Contractors and shall include policies of  
2 liability insurance on all vehicles and equipment utilized or in any way connected with  
3 the service to be rendered by the Contractor pursuant to the terms of this contract.

4  
5 19. HOLD HARMLESS PROVISION: The Contractor will indemnify and save harmless the  
6 Township and all its officers, agents and employees from any actions, liabilities or claims  
7 resulting from the performance of the contract or the failure to perform the contract.

8  
9 20. BONDS:

10  
11 A. Bid Bond: **A bid bond or a certified check in the amount of \$20,000 shall be**  
12 **submitted with each proposal.** Bid bonds shall be on the form provided and shall be  
13 duly executed by the bidder as principal and the surety company. The surety company  
14 must be authorized to do business in the Commonwealth of Pennsylvania and the Bid  
15 Bond must be accompanied by a Power of Attorney nominating, constituting and  
16 appointing the person whose signature appears on said bid bond as the true and lawful  
17 agent of the surety to execute all bonds and the consent on its behalf.

18  
19 Any certified check that is received by the Township in lieu of a Bid Bond will be  
20 returned upon execution of the agreement.

21  
22 In the event any bidder shall, upon award of the contract to him, fail to execute the  
23 agreement or comply with the requirements of these specifications, the full amount of the  
24 Bid Bond or certified check shall be forfeited to the Township as liquidated damages (not  
25 a penalty).

26  
27 A Consent of Surety shall be submitted by which the Surety acknowledges that the  
28 bidder, if successful, will be able to provide the Township with a performance bond for  
29 100% of the amount of the contract award for the option selected by the Township, which  
30 shall be calculated in accordance with Section 23 Bid Award hereof. **The Consent of**  
31 **Surety shall be on the form provided and submitted with each proposal.**

32  
33 B. Performance Bond The successful bidder will be required to obtain and post a  
34 performance bond in the amount of 100% of the amount of the contract award for the  
35 option selected by the Township, which shall be calculated in accordance with Section 23  
36 Bid Award hereof. The performance bond shall be submitted within fourteen (14) days  
37 after notification of the award of the contract. The performance bond shall be in a form  
38 acceptable to the Township Solicitor.

39  
40 21. SCHEDULE OF PAYMENTS: The Township shall pay the Contractor monthly, for the  
41 collection of municipal waste, yard waste, leaf waste, Christmas trees, bulk trash items and  
42 recyclable materials completed in accordance with these specifications.

43  
44 The Contractor shall be paid monthly based on the number of single-family detached dwelling



units serviced during the preceding month.

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

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

Single-Family Detached Dwelling Units

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

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

Single-Family Detached Dwelling Units

1. Curbside collection of municipal waste ~~twice~~once a week. The amount of municipal waste is unlimited.
2. Curbside collection of recyclable materials once a week. The amount of recyclables is unlimited
3. Curbside collection of leaf waste, yard waste and/or Christmas trees four (4) times during the month of November and two times a month in all other months of the year. The amount of leaf waste, yard waste and/or Christmas trees is unlimited.
4. Curbside collection of bulk trash items once a month. There is no limit on the number of bulk items.

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

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

**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.**

23. ADDENDA: Any revision or interpretation of the bid specifications prior to the bid opening



1 will be made in the form of an Addendum to the specifications and a copy of the Addendum will  
2 be faxed or emailed to each person receiving a set of bid specifications. The Township will not  
3 be responsible for any other explanations or interpretations of the bid specifications or any part  
4 thereof.

5  
6 | 24. SEPARATE CONTRACTS: Not applicable~~Not Applicable~~.

7  
8 25. Drug and Alcohol Testing Program: The Omnibus Transportation Employee Testing Act of  
9 | 1991 requires drug and alcohol testing for safety-sensitive employees in the aviation, motor  
10 carrier and mass transit industries, and required the U.S. Department of Transportation to  
11 promulgate rules mandating and regulating anti-drug and alcohol misuse prevention programs.  
12 **Each proposal shall be accompanied by an affidavit acknowledging that the bidder is in**  
13 **compliance with the Act.**  
14

DRAFT



# 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 Form and 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.  
44



(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 \_\_\_\_\_ Single-Family Detached Dwelling  
Unit \_\_\_\_\_

Times the number of dwelling units \_\_\_\_\_ Single-Family Detached 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 \_\_\_\_\_ Single-Family Detached Dwelling  
Unit \_\_\_\_\_

Times the number of dwelling units \_\_\_\_\_ Single-Family Detached 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 \_\_\_\_\_ Single-Family Detached Dwelling



Unit \_\_\_\_\_  
\_\_\_\_\_

Times the number of dwelling units Single-Family Detached 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 \_\_\_\_\_ Single-Family Detached Dwelling  
Unit \_\_\_\_\_  
\_\_\_\_\_



Times the number of dwelling units Single-Family Detached 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 Single-Family Detached Dwelling  
Unit \_\_\_\_\_

Times the number of dwelling units Single-Family Detached 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 Single-Family Detached Dwelling  
Unit \_\_\_\_\_

Times the number of dwelling units Single-Family Detached 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** \_\_\_\_\_

DRAFT



**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



**BID BOND**

BIDDER (Name and Address):

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

OWNER (Name and Address):

East Goshen Township

1580 Paoli Pike

West Chester PA 19380

BID

BID DUE DATE:

PROJECT – INCLUDING ALL ALTERNATES (Brief Description Including Location):

For the collection of municipal waste, bulk trash items, yard waste, leaf waste, Christmas trees and recyclable materials in East Goshen Township.

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 pages 30 and 31 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidders Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature and Title

Signature and Title

(Attach Power of Attorney)

Attest:

Attest:

Signature and Title

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.

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.

DRAFT



CONSENT OF SURETY COMPANY

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

Between East Goshen Township  
(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 \_\_\_\_\_, 2010.

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.



25

**PERFORMANCE BOND**

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

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

\_\_\_\_\_  
(Address of Contractor), as

Principal (the "Principal"), and

\_\_\_\_\_  
(Name of Surety), a

corporation organized and existing under laws of the State of

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

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

(the "Surety"), are held and firmly bound unto East Goshen Township (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**, Principal heretofore has submitted to the Obligee a certain proposal, dated

\_\_\_\_\_, 2010 (the "Proposal"), for the collection of municipal waste, bulk trash items,

yard waste, leaf waste, Christmas trees and recyclable materials pursuant to Instructions to

Bidders and other related documents constituting the contract documents, which are incorporated

into the Proposal by reference (the "Contract Documents"); and

**WHEREAS**, the Obligee is a "contracting body" under provisions of Act No. 385 of the

General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on



December 20, 1967, known and cited as the "Public Works Contractor's Bond Law of 1967" (the "Act"); and

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

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

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

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

If the Principal well, truly and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Oblige and all of its officers, agents and employees from any and all costs and damages which the Oblige and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Oblige any and all



costs and expenses, including attorneys fees, which the Oblige and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal.

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

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

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



1 include any alteration, addition, extension or modification of any character whatsoever.

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

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

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

9 *(Individual Principal)*

10 WITNESS:

11 \_\_\_\_\_  
12 \_\_\_\_\_ (SEAL)  
13 \_\_\_\_\_ (Signature of Individual)

14 \_\_\_\_\_  
15 Trading and doing business as:

16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 *(Partnership Principal)*

23 \_\_\_\_\_  
24 WITNESS:

25 \_\_\_\_\_ (Name of Partnership)

26 \_\_\_\_\_  
27 By: \_\_\_\_\_ (SEAL)  
28 (Partner)



1 (Corporation Principal)

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

3 \_\_\_\_\_

4 By: \_\_\_\_\_

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

6 \_\_\_\_\_

7 ATTEST: \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

10 (Assistant) Secretary

11 \_\_\_\_\_

12 \_\_\_\_\_

13 (CORPORATE SEAL)

14 \_\_\_\_\_

15 \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

18 or (if appropriate)

19 \_\_\_\_\_

20 \_\_\_\_\_

21 WITNESS: \_\_\_\_\_

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

23 \_\_\_\_\_

24 \*By: \_\_\_\_\_

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

26 \_\_\_\_\_

27 \_\_\_\_\_

28 (CORPORATE SEAL)

29 \_\_\_\_\_

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)

34 \_\_\_\_\_

35 \_\_\_\_\_

36 \_\_\_\_\_

37 WITNESS: \_\_\_\_\_

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

39 \_\_\_\_\_

40 \_\_\_\_\_

41 \*\*By: \_\_\_\_\_

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

43 \_\_\_\_\_

44 \_\_\_\_\_



1 (CORPORATE SEAL)

2  
3 \*\*Attach an appropriate power of attorney,  
4 dated as of the same date as the Bond.8  
5 evidencing the authority of the Attorney-  
6 in-fact to act on behalf of the corporation.  
7

DRAFT



41

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

2  
3        THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2010 by and  
4        between

5  
6        \_\_\_\_\_  
7        hereinafter called the CONTRACTOR, and East Goshen Township, Chester County,  
8        Pennsylvania, hereinafter called the TOWNSHIP.

9  
10       Witnessed that the CONTRACTOR and the TOWNSHIP for the considerations hereafter named,  
11       agree as follows:

12  
13       ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all the materials,  
14       equipment and labor and perform all of the work for the collection of municipal waste, bulk trash  
15       items, yard waste, leaf waste, Christmas trees and recyclable materials in accordance with the  
16       contract documents.

17  
18       ARTICLE 2 - THE CONTRACT: The TOWNSHIP shall pay the CONTRACTOR for the  
19       performance of the contract, in accordance with the contract documents, as follows: At the first  
20       regularly scheduled meeting of the Board of Supervisors after receipt of the invoice ~~and monthly~~  
21       ~~thereafter.~~

22  
23       ARTICLE 3 - THE CONTRACT DOCUMENTS: This Agreement and the following  
24       enumerated documents form the contract and they are as fully a part of the contract as if attached  
25       hereto or hereinafter repeated, and are termed the Contract Documents.

- 26  
27       1. Notice to Bidders  
28       2. Instructions to Bidders  
29       3. Proposal Form  
30       4. Performance Bond  
31       5. Affidavits of Execution of the Proposal, Non-Collusion, Workmen's Compensation Act, &  
32       Omnibus Transportation Employee Testing Act.  
33       6. Addenda (is applicable)  
34       7. East Goshen Township Municipal Waste and Recycling Ordinance  
35       8. Chester Counties and East Goshen Township Recyclable Marketing and Processing  
36       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



9. OLD BUSINESS  
Correc.  
1pg

## Memorandum

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)

8/24

ms/kB  
2/2

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

Revision 9/7

mlg

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 warrantee 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.



9. OLD BUSINESS  
cl.  
10/25/99

## EAST GOSHEN TOWNSHIP ACTION LIST

#	Item	Action Due Date
ADM 09-07	Web Site Upgrade Status	7-Sep-10
DPW 07-02	Hershey's Mill Dam	7-Sep-10
DPW 08-04	Invasive Species	7-Sep-10
DPW 08-06	Recycling Contract	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
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 10-02	Ridley Creek Expansion Monthly Update	14-Sep-10
DPW 10-04	Pedestrian Crosswalk @ Township Park	14-Sep-10
FIN 10-07	Municipal Authority Funding	14-Sep-10
ADM 10-13	Sewer Metered Billing	21-Sep-10
DPW 07-04	Park Bridge Permit	21-Sep-10
FIN 10-03	Monthly Financial Reports	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
FIN 09-02	Capital Reserve Fund Analysis	24-Sep-10
DPW 08-01	Public Works Service Outsourcing	28-Sep-10



#	Item	Action Due Date
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
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
ADM 08-02	Review Comp Plan Action List (Ch 10)	8-Jan-11
PCZ 09-01	Telecom Registration and Reporting	16-Feb-11
ADM 09-09	ARCVIEW System (GIS)	Completed
ADM 09-11	2010 Sponsorships: Fireworks & Leaf Bags	Completed
ADM 09-12	Deer Management Committee	Completed
ADM 10-07	Printers	Completed
ADM 10-14	Newsletter Advertising	Completed
ADM 10-18	DMP Resolution	Completed
ADM 10-20	Planning Commission Vacancies	Completed
ADM 10-21	ABC Meeting Minutes of 5/15/10	Completed
DPW 10-06	Cost of Electric Work	Completed
FIN 10-02	Services List	Completed
FIN 10-08	DPW Expense Allocation	Completed



#	Item	Action Due Date
FIN 10-09	Invoice Coding Review	Completed
PCZ 10-04	Lieberman Early & Co	Completed
PCZ 10-07	Sunoco Reports	Ongoing



## ACTION ITEM

Item:

**Web Site Upgrade Status**

No:

**ADM 09-07**

List Date:

**7/24/2009**

Completed Date:

Description:

PA Leadership Charter School donated expense to upgrade Township website using Triton Web Studios.

Date	Action
3/2/2010	Still awaiting 3-party agreement but Triton proceeding. Send letter for signatures. Pages being converted. Will need EE training.
3/16/2010	Letter approved by Solicitor. Sent out for signatures to Triton and PALCS.
4/6/2010	Letter revised and approved by solicitor. Sent to PLCS.
5/4/2010	Agreement Letter signed by both Triton and PALCS. Check out progress at: <a href="http://eastgoshen.tritonwebstudios.com/">http://eastgoshen.tritonwebstudios.com/</a>
9/1/2001	Status memo attached. - PLCS will pay Triton for hosting web page.





# **MEMO**

Date: September 2, 2010  
To: Rick Smith, Township Manager  
From: Terry Bonenberger, Permit Coordinator/Webmaster  
Reference: New Website Update

---

As of September 2, 2010 the new server and website are on line at Triton.

Drew from Triton is coping/transferring the ABC agenda & minute pages from the old site to the new site.

Training will be scheduled subsequently.

We anticipated going live by October 1, 2010.



6

## 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
9/7/2010	Received appraisal. Discuss conditions of sale with solicitor







## 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
9/7/201	Review revised bid specs







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

**Voice** (610) 692-7171

**Fax** (610) 425-8950

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

**Date:** September 3, 2010 **To:** Board of Supervisors

**From:** Rick Smith, Township Manager

**Re:** Paving Program

The Township is responsible for 61 miles of Township roads. Under the current paving program, theoretically, a street should be repaved every 17½ years, which means we need to pave 3.5 miles a year. However, since 2003, we have only been able to pave an average of 2.5 miles per year. This equates to a paving cycle of 24 years.

We spend about \$240,000 a year on the paving program. I would note that in addition to the wearing course this cost includes base repair and curb replacement. The cost per mile has varied over the years ranging from a low of \$63,000 in 2003 to a high of \$278,000 in 2007. Our average cost is \$108,000 per mile.

It has been suggested that we base the paving cycle on a street's classification, in order to reduce our annual costs. Specifically streets that have less traffic would be paved less frequently. We looked at two options both of which are based on the current paving cycle of 24 years.

**Cul-de-sac Streets** – The Township has 46 miles of thru streets and 15 miles of cul-de-sacs. If we extended the paving cycle for the cul-de-sacs by 50% (to 36 years), we would only have to pave 2.3 miles per year as opposed to our average of 2.5 miles. We would reduce our costs by \$21,000 per year (\$108,000 x 0.2 miles).

However, this would only reduce our costs by 9% and paving all of the streets in a development except for the cul-de-sacs may not sit to well for residents on the cul-de-sacs.

**Development Streets** – The Township has 47 miles of development streets and 14 miles of collector streets and. A collector street serves pass thru traffic in addition to the residents who live on it. If we extended the paving cycle for the developments by 50% (to 36 years), we would only need to pave 1.9 miles per year. We would reduce our costs by \$64,800 per year (\$108,000 x 0.6 miles).

This would allow us to reduce our paving costs by over 25%. However, 36 years is a long time in the life of a street so we would have to institute a crack sealing program that would increase our maintenance costs.



# East Goshen Street Paving

3-Sep-10

		Total Miles of Street							60.98		
		2003	2004	2005	2006	2007	2008	2009	Total	Average	Use
Paving	Miles Paved	3.41	3.24	2.88	2.38	2.47	1.21	2.05	17.64	2.52	2.5
	Cycle	17.88	18.82	21.17	25.62	24.69	50.40	29.75		24.20	24
Costs											
Material		122,349	178,464	143,946	100,280	162,577	189,945	154,452	1,052,013	150,288	
	Equipment	<u>94,778</u>	<u>78,891</u>	<u>90,110</u>	<u>74,035</u>	<u>115,392</u>	<u>79,766</u>	<u>95,952</u>	<u>628,924</u>	<u>89,846</u>	
	Total	217,127	257,355	234,056	174,315	277,969	269,711	250,404	1,680,937	240,134	240,000
Cost per mile		63,674	79,431	81,269	73,242	112,538	222,902	122,148	755,203	107,886	108,000



# East Goshen Street Paving

3-Sep-10

Street Name      Type      Development      TR No.      Last Paved      To Be Paved      Length Feet      Length Miles

Airport Road	Collector			450	West Goshen Maintains			
Boot Road Cut Off Road	Collector			598			422	0.08
Cut Off Road	Collector			379			422	0.08
Dutton Mill Road	Collector			482		2013	3854	0.73
East Boot Road	Collector			385		2013	5600	1.06
Ellis Lane	Collector			464			6283	1.19
Enterprise Drive	Collector			575	2008		4910	0.93
Forrest Lane	Collector			350			1742	0.33
Goshen Parkway	Collector			646	2009		2957	0.56
Hershey Mill Road	Collector			452	2010		3907	0.74
Highland Ave.	Collector			477	2010		1742	0.33
Line Road	Collector			453		2013	8448	1.60
Manley Road	Collector			483	2009	P	6441	1.22
Morstein Road	Collector			387			4699	0.89
Park Ave	Collector			478			2428	0.46
Reservoir Road	Collector			470	1992/2007	P	8501	1.61
Taylor Ave.	Collector			476	2010		2851	0.54
Walnut Hill Road	Collector			451	1994		1268	0.24
Westtown Way	Collector			591	2004		3009	0.57
Wilson Drive	Collector			552			2429	0.46
Wrights Lane East	Collector			645	2009		898	0.17
<b>Collector Total</b>							<b>72811</b>	<b>13.79</b>
<b>Developments</b>								
Davis Circle	Cul-de-sac	Ashbridge		494			633	0.12
Still Road	Cul-de-sac	Ashbridge		507			792	0.15
Achcom Way	Cul-de-sac	Bowtree		590			422	0.08
Bane Way	Cul-de-sac	Bowtree		592	2005		528	0.10
Milleson Lane	Cul-de-sac	Bowtree		EST	2003		240	0.07
Speakman Lane North	Cul-de-sac	Bowtree		612	2005		1161	0.22
Speakman Lane South	Cul-de-sac	Bowtree		612	2005		475	0.09



# East Goshen Street Paving

3-Sep-10

Last Paved

Street Name	Type	Development	TR No.	Last Paved	To Be Paved	Length Feet	Length Miles
Treemont Drive	Cul-de-sac	Brookmont	512	2008		1056	0.20
Allen Lane	Cul-de-sac	Charter Chase	548	1996	2014	1214	0.23
Wexford Circle	Cul-de-sac	Charter Chase	549			898	0.17
Youngs Lane	Cul-de-sac	Charter Chase	623	1996	2014	580	0.11
Bowen Way	Cul-de-sac	Clocktower	588			422	0.08
St. Andrews Drive	Cul-de-sac	Fairway Village	582	2005		1795	0.34
Aronimick Drive	Cul-de-sac	Fairway Village D166	583	2005		633	0.12
Christine Lane	Cul-de-sac	Firethorne	542			2112	0.40
Garret Lane	Cul-de-sac	Goshen Downs	578	2000		369	0.07
Jackson Lane	Cul-de-sac	Goshen Downs	579	2000		422	0.08
Patterson Lane	Cul-de-sac	Goshen Downs	577	2000		528	0.10
Rennard Lane	Cul-de-sac	Goshen Downs	580	2000		316	0.06
Culbertson Circle	Cul-de-sac	Greenhill	661			1161	0.22
Eastwick Circle	Cul-de-sac	Greenhill	660			1056	0.20
Blanford Lane	Cul-de-sac	Hadleigh	663			1003	0.19
Hadleigh Circle	Cul-de-sac	Hadleigh	662			1320	0.25
Bell Flower Lane	Cul-de-sac	HM Estates	664	2007		370	0.07
Burning Bush Lane	Cul-de-sac	HM Estates	628	2007		528	0.10
Candytuft Lane	Cul-de-sac	HM Estates	561	1999		634	0.12
Fox Glove Lane	Cul-de-sac	HM Estates	563	1999		1478	0.28
Churchill Downs	Cul-de-sac	Hunt Country	595	1997		316	0.06
Jefferson Downs	Cul-de-sac	Hunt Country	596	1997		528	0.10
Suffolk Downs	Cul-de-sac	Hunt Country	597	1997		580	0.11
Iroquis Lane	Cul-de-sac	Indian Hills	500	1995	2014	369	0.07
Onieda Lane	Cul-de-sac	Indian Hills	513	1995	2014	1372	0.26
Seneca Drive	Cul-de-sac	Indian Hills	499	1995	2014	686	0.13
Brookmont Circle	Cul-de-sac	Lockwood	606	2004/2008		897	0.17
Cedar Street	Cul-de-sac	Lockwood	608	2004		264	0.05
Trout Run Road	Cul-de-sac	Lockwood	605	2004		1108	0.21
Gateswood Lane	Cul-de-sac	Marydell	523	1993		206	0.04
High Meadows Drive	Cul-de-sac	Marydell	525	1993	2010	740	0.14



# East Goshen Street Paving

3-Sep-10

Street Name      Type      Development      TR No.      Last Paved      To Be Paved      Length Feet      Length Miles

Marydell Lane	Cul-de-sac	Marydell	527	1993	2010	740	0.14
Wilson Lane	Cul-de-sac	Marydell	533	1993		844	0.16
Wyndham Lane	Cul-de-sac	Marydell	526	1993	2010	369	0.07
Holly Berry Lane	Cul-de-sac	Meadows	558			422	0.08
Amalfi Drive	Cul-de-sac	Mill Creek	625	2008		633	0.12
Jacklyn Drive	Cul-de-sac	Mill Creek	627	2008		633	0.12
Barkway Lane	Cul-de-sac	Mill Valley	550	1998	2015	1108	0.21
Alcott Circle	Cul-de-sac	Oakmont	652			739	0.14
Dickens Drive	Cul-de-sac	Oakmont	653			580	0.11
Brooke Drive	Cul-de-sac	Rockland	565	1997		580	0.11
Lochwood Lane North	Cul-de-sac	Rockland Village	564	1997		1320	0.25
Tramore Circle	Cul-de-sac	Rossmore	657			686	0.13
Katherine Lane	Cul-de-sac	Supplee Valley	569	1997	2015	475	0.09
Margaret Lane	Cul-de-sac	Supplee Valley	570	1997	2015	316	0.06
Franklin Court	Cul-de-sac	Waterford	648			264	0.05
Jefferson Drive	Cul-de-sac	Waterford	649			1056	0.20
Glenbrook Lane	Cul-de-sac	Waterview	509	2004		1690	0.32
Continental Drive	Cul-de-sac	Wentworth	639			369	0.07
Gates Drive	Cul-de-sac	Wentworth	642			422	0.08
Nathaniel Drive	Cul-de-sac	Wentworth	640			316	0.06
Schuyler Drive	Cul-de-sac	Wentworth	641			422	0.08
Talmage Drive	Cul-de-sac	Wentworth	665			898	0.17
Von Stuben Drive	Cul-de-sac	Wentworth	644			739	0.14
Calhoun Drive	Cul-de-sac	White Chimneys	618	2006		306	0.06
Farrell Drive	Cul-de-sac	White Chimneys	619	2006		686	0.13
Joseph Drive	Cul-de-sac	White Chimneys	621	2006		897	0.17
Marie Road	Cul-de-sac	White Chimneys	620	2006		739	0.14
Pond View Lane	Cul-de-sac	Willow Pond	602	2004		844	0.16
Fox Crossing	Cul-de-sac	Wyllpen	574	1993		898	0.17
Pheasant Run Road	Cul-de-sac	Wyllpen	584	1998		1003	0.19
Spring House Lane	Cul-de-sac	Wyllpen	631	1998		528	0.10

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# East Goshen Street Paving

3-Sep-10

Street Name      Type      Development      TR No.      Last Paved      To Be Paved      Length Feet      Length Miles

Ardleigh Circle	Cul-de-sac			632		2015	528	0.10
Atlee Drive	Cul-de-sac			651	2009		422	0.08
Bramble Lane	Cul-de-sac			475	2009		1267	0.24
Colonial Lane	Cul-de-sac			472	2009		1214	0.23
Cornwallis Drive	Cul-de-sac			471	2009		3273	0.62
Glenmont East	Cul-de-sac			609	2006		528	0.10
Glenmont West	Cul-de-sac			610	2006		475	0.09
Grand Oak Lane East	Cul-de-sac			545	1995		686	0.13
Great Oak Circle	Cul-de-sac			EST			720	0.14
Green Acres Lane	Cul-de-sac			622	2008		580	0.11
Hilloch Drive	Cul-de-sac			613	2009		686	0.13
Ivy Lane	Cul-de-sac			530	2005		369	0.07
Joshua Lane	Cul-de-sac			667	2007		898	0.17
Killern Lane	Cul-de-sac			654			528	0.10
King George Court	Cul-de-sac			666	2009		950	0.18
Larch Lane	Cul-de-sac			474	2007		897	0.17
Meadow Brook Lane	Cul-de-sac			473	1995	2012	2164	0.41
Millstream Drive	Cul-de-sac			492	2007		1742	0.33
Misak Drive	Cul-de-sac			556	2006		1320	0.25
Old Orchard Lane	Cul-de-sac			553	2005		475	0.09
Parry Circle	Cul-de-sac			668			528	0.10
Pine Rock Lane	Cul-de-sac			555	2008		792	0.15
Raewych Drive	Cul-de-sac			491	2005		1584	0.30
Ridley Creek Lane	Cul-de-sac			630			580	0.11
Saddlebrook Drive	Cul-de-sac			650	2006		475	0.09
Sturbridge Circle	Cul-de-sac			600	2003		740	0.14
Sturbridge Lane	Cul-de-sac			599	2003		1056	0.20
Wineberry Lane	Cul-de-sac			554	1995	2010	2428	0.46
Wyllpen Place	Cul-de-sac			585	1998		264	0.05
<b>Cul-de-sac Total</b>							<b>78903</b>	<b>14.97</b>



# East Goshen Street Paving

3-Sep-10

Street Name	Type	Development	TR No.	Last Paved	To Be Paved	Length Feet	Length Miles
Edith Lane		Ashbridge	506			1478	0.28
Margo Lane		Ashbridge	493			2798	0.53
Williams Way		Ashbridge	504			2165	0.41
Cherry Lane		Bittersweet	528		2012	1478	0.28
Clover Lane		Bittersweet	511		2012	1848	0.35
Heather Lane		Bittersweet	502		2012	2798	0.53
Thistle Lane		Bittersweet	503			740	0.14
Beaumont Circle		Bowtree	587	2003		8667	1.64
Bowtree Drive		Bowtree	586	2003		7286	1.38
Eldridge Drive		Bowtree	611	2005		4224	0.80
Herron Lane		Bowtree	593	2003		2217	0.42
Scofield Lane		Bowtree	589	2003		1372	0.26
Brookmont Drive		Brookmont	501	2008		1848	0.35
High Gate Road		Charter Chase	546	1996	2014	1320	0.25
Waterford Road		Charter Chase	546	1996	2014	3643	0.69
Chelsea Circle		Clocktower	659			1161	0.22
Clocktower Drive		Clocktower	635			2428	0.46
Cricket Lane		Clocktower	637			369	0.07
Jamestown Way		Clocktower	636			1848	0.35
Peachtree Drive		Clocktower	633			2112	0.40
Towne Drive		Clocktower	658			4963	0.94
Yarmouth Lane		Clocktower	634			844	0.16
Fairway Drive		Fairway Village	581	2005		369	0.07
Upton Circle		Goshen Downs	576	2000		5860	1.11
Grand Oak Lane		Grand Oak Run	519	1996		3696	0.70
Irene Drive		Grand Oak Run	544	1996		581	0.11
Linden Lane		Grand Oak Run	518	1996	2012	3062	0.58
Red Maple Drive		Grand Oak Run	522	1996	2012	1108	0.21
Sycamore Lane		Grand Oak Run	521	1996	2012	950	0.18
Mayapple Road		HM Estates	560	1999		686	0.13
Millrace Lane		HM Estates	562	1999		2112	0.40



# East Goshen Street Paving

3-Sep-10

Street Name	Type	Development	TR No.	Last Paved	To Be Paved	Length Feet	Length Miles
Sleepy Hollow Lane		HM Estates	629	2007		792	0.15
Tanglewood Drive		HM Estates	559	2007 P		5174	0.98
Thorncroft Drive		Hunt Country	594	1997		4118	0.78
Warrior Road		Indian Hills	498	1995	2013	2950	0.56
Cottonwood Drive		Lockwood	604	2004		2481	0.47
Dolphin Drive		Lockwood	603	2004		1953	0.37
Marlin Drive		Lockwood	607	2004		740	0.14
Gateswood Drive		Marydell	516	1993	2011	3643	0.69
Marydell Drive		Marydell	529	1993	2010	4330	0.82
Meadow Drive		Meadows	557			2587	0.49
Chambord Place		Mill Creek	626	2008		580	0.11
Mill Creek Drive		Mill Creek	624	2008		1690	0.32
Tulip Drive		Mill Valley	551	1998	2015	475	0.09
Amstel Way		Mill Valley	531	1998	2015	844	0.16
Adams Street (Old WC Pike)		Milltown	369	1996		1584	0.30
Broad Street		Milltown	505	1996		1161	0.22
Center Street		Milltown	490	1996		1100	0.21
Cherry Street		Milltown	489	1996		370	0.07
Edgewood Street		Milltown	485	1996		740	0.14
Hill Street		Milltown	486	1996		528	0.10
Locust Street		Milltown	514	1996		1000	0.19
School Lane		Milltown	487	1996		1214	0.23
Allison Drive		Pin Oaks	517	1993	2011	1742	0.33
Anne Drive		Pin Oaks	515	1993	2011	1689	0.32
Bancroft Drive		Pin Oaks	524	1993	2011	1214	0.23
Brian Drive		Pin Oaks	541	1993	2011	1320	0.25
Richard Drive		Pin Oaks	540	1993	2011	1636	0.31
Barker Drive		Pin Oaks/Marydell	520	1993	2010	3273	0.62
Cooper Circle		Rockland	566	1997	2015	2851	0.54
Rossmore Drive		Rossmore	655			2587	0.49
Shandon Place		Rossmore	656			1742	0.33



# East Goshen Street Paving

3-Sep-10

Street Name	Type	Development	TR No.	Last Paved	To Be Paved	Length Feet	Length Miles
Baldwin Drive		Supplee Valley	567	1997	2015	3379	0.64
Mark Drive		Supplee Valley	568	1997	2015	3326	0.63
Linda Vista Drive		Vista Farms	496	2003		2006	0.38
Monta Vista Drive		Vista Farms	495	2003		2534	0.48
Vista Drive		Vista Farms	491	2003		1161	0.22
Madison Drive		Waterford	641			1848	0.35
Lochwood Lane		Waterview	510	2004		2904	0.55
Waterview Road		Waterview	508	2004	2014	5534	1.05
Generals Way		Wentworth	638			633	0.12
Saratoga Drive		Wentworth	643			1795	0.34
Cheshire Circle		White Chimneys	616	2006		2904	0.55
Cheshire Road		White Chimneys	615	2006		475	0.09
Chester Hollow Road		White Chimneys	614	2006		580	0.11
White Chimney Road		White Chimneys	617	2006		581	0.11
Willow Pond Road		Willow Pond	601	2004		633	0.12
Hunters Circle		Wyllpen	572	1998		4224	0.80
Wyllpen Circle (North)		Wyllpen	571	1998	2014	792	0.15
Wyllpen Circle (south)		Wyllpen	573	1998		686	0.13
<b>Development (not cul-de-sacs) Total</b>						<b>170134</b>	<b>32.22</b>
<b>Cul-de-sac Option</b>							
Collector Streets			Feet	Miles	Sq Yds		
Development Streets (not Cul-de-sacs)			72,811	13.79	201,079		
Cul-de-sacs			170,134	32.22	466,674		
Total			78,903	14.97	218,823		
			321,848	60.98	886,577		
<b>Development Option</b>							
Collector Streets			72,811	13.79	201,079		
Development Streets			249,037	47.19	685,497		
Total			321,848	60.98	886,577		







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**Smith, Rick**

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**From:** Rick Smith [rsmith@eastgoshen.org]  
**Sent:** Wednesday, September 01, 2010 9:54 AM  
**To:** 'Kathryn Yahraes'  
**Subject:** Books

Kathryn

I need an update on the book sales to date for the Board of Supervisors Packet.

Thanks

Rick Smith, Township Manager  
East Goshen Township

9/1/2010



7912

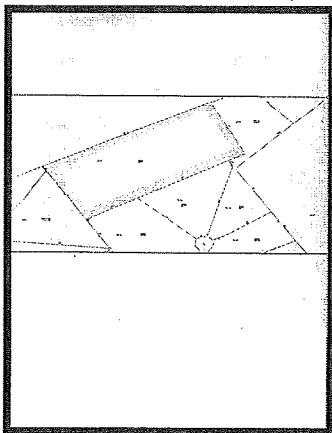
***Expenditures after Sale-*** Any sale that required improvements immediately after purchase have been adjusted for this item. Examples of this type of expenditure would be buyer paid back taxes or demolition costs to clear a site for redevelopment.

***Discussion of Individual Sales***

***Sale Number One***

***29 Mill Road***

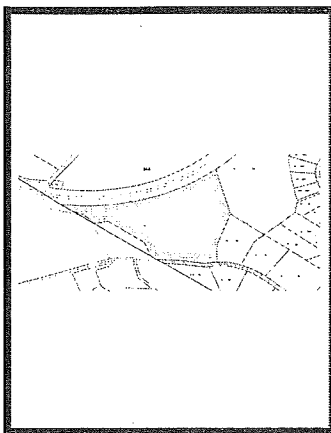
***Chester Springs, West Vincent Township***



This 10 acre residential site is located in West Vincent Township, Chester County, Pennsylvania. This property sold for \$165,000 in June 2010 indicating a price per acre of \$16,500. The sale is considered relevant because of its size, location, use and its recent contract date. This property is 8.95 miles northwest of the subject property. As this location is superior to the subject, a negative adjustment was made for location. The site is 10 acres compared to the subject's 6.426+/- acres. Since smaller sites can be expected to command a higher unit price, a positive adjustment was made for site size. This sale's site characteristics were superior requiring a negative adjustment. All of the other factors were considered similar to the subject property, requiring no adjustments. Overall, this sale required a net downward adjustment.

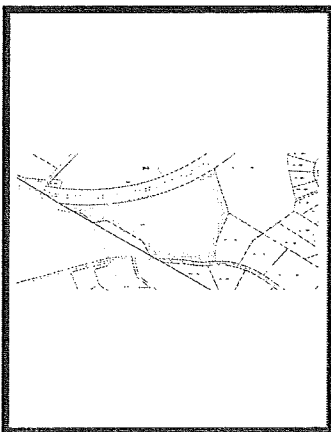


***Sale Number Two***  
***511 Worthington Road***  
***Chester Springs,,West Pikeland Township***



This 23.20+/- acre residential site is located in West Pikeland Township, Chester County, Pennsylvania. This property sold for \$467,000 in March 2010, indicating a price per acre of \$20,129. The sale is considered relevant because of its location, use and its recent contract date. The property is 4.77 miles northwest of the subject. As this location is superior to the subject, a negative adjustment was made for location. The site is 23.20+/- acres compared to the subject's 6.426+/-acres. Since smaller sites can be expected to command a higher unit price, a positive adjustment was made for site size. This sale's site characteristics were superior requiring a negative adjustment. All of the other factors were considered similar to the subject property, requiring no adjustments. Overall, this sale required a net downward adjustment.

***Sale Number Three***  
***23 E. Old Race Track Road***  
***Parkesburg, Highland Township***



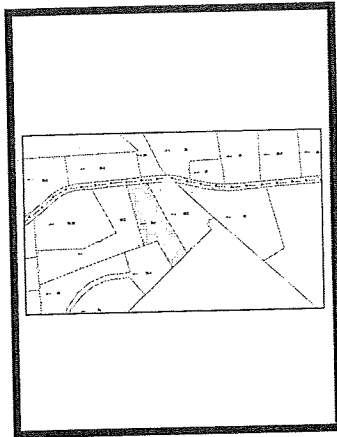
6.426+/- Acres of vacant land  
 Hershey Mill Dam



9812

This 5.27 acre residential site is located in Highland Township, Chester County, Pennsylvania. This property sold for \$65,000 in December 2009, indicating a price per acre of \$12,334. The sale is considered relevant because of its size, location, use and its recent sale date. This property is 19.64 miles southwest of the subject property. As this location is superior to the subject, a negative adjustment was made for location. The site is 5.72+/- acres compared to the subject's 6.426+/- acres. Since the subject and comparable are close in site size, no adjustment was made for size. This sale's site characteristics were superior requiring a negative adjustment. All of the other factors were considered similar to the subject property, requiring no adjustments. Overall, this sale required a net upward adjustment.

***Sale Number Four***  
***Lot 95.01 Fairview Road***  
***Glenmoore, East Nantmeal Township***

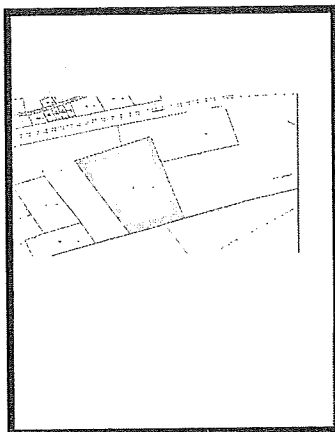


This 2.3+/- acre residential site is located in East Nantmeal Township, Chester County, Pennsylvania. This property sold for \$25,000 in August 2009, indicating a price per acre of \$10,780. The sale is considered relevant because of its size, location, use and its sale date. The property is 12.17 miles northwest of the subject property. The site is 2.30+/- acres compared to the subject's 6.426+/- acres. Since the subject and comparable are close in size, not adjustment was made for size. This sale's site characteristics were superior requiring a negative adjustment. All of the other factors were considered similar to the subject property, requiring no adjustments. Overall, this sale required a net downward adjustment.

6.426+/- Acres of vacant land  
Hershey Mill Dam



***Sale Number Five  
Lot 2 Yellow Springs Road  
Malvern, Tredyffrin Township***



This 20+/- acre residential site is located in Tredyffrin Township, Chester County, Pennsylvania. This property sold for \$370,000 in August 2008, indicating a price per acre of \$18,500. The sale is considered relevant because of its size, location, use and its sale date. The property is 2.38 miles southwest of the subject. The site is 20+/- acres compared to the subject's 6.426+/- acres. Since smaller sites can be expected to command a higher unit price, a negative adjustment was made for site size. This sale's site characteristics were superior requiring a negative adjustment. All of the other factors were considered similar to the subject property, requiring no adjustments. Overall, this sale required a net downward adjustment.

***Summary of the Improved Comparable Sales Analysis***

After the appropriate adjustments have been made, the adjusted unit prices (price per acre) for the comparable sales are as follows:

Sale #	Adjusted Price per Acre
1	\$14,850
2	\$16,103
3	\$12,951
4	\$10,843
5	\$16,650

6.426+/- Acres of vacant land  
Hershey Mill Dam



11/8/12

The median price per acre of this analysis is \$14,850 and the average price per acre is \$14,279. We have arrayed the comparable sales by their adjusted price per acre.

Sale #	Adjusted Price per Acre (Low to High)	Overall Compatibility
4	\$10,843	Inferior
3	\$12,951	Inferior
1	\$14,850	Similar
2	\$16,103	Superior
5	\$16,650	Superior

Based upon the preceding analysis, we estimate the hypothetical fee simple value of the subject property by the Sales Comparison Approach, as of August 21, 2010, to be \$90,000 or \$14,008 per acre. This is a hypothetical value since a buyer of the property will be obligated to meet the PADEP requirements which would require a significant capital expenditure to cure the deficiencies related to the dam.

#### *Cost to Cure Dam Deficiencies*

It is our understanding that the buyer of the subject property will be responsible for resolution of the outstanding PADEP issues related to the dam located on the site. Elsewhere in this report we have discussed the required costs to resolve these issues either by enlarging and restoring or breaching the dam. The costs for these fixes were estimated by engineering professionals in the range of \$430,000 to \$450,000. Certain soft costs are not included in these cost estimates which would further increase the amount of the estimates. The option to enlarge and restore would also require an estimated cost of \$3,000 per year for maintenance which a buyer might capitalize into an additional cost factor. In addition we think a prudent buyer would also add "a fudge factor" to these cost estimates since in such a complex undertaking (for either the dam enlargement or the breaching option) unknown or unanticipated factors are likely to arise causing cost overruns. Thus, based on the information available we think a prudent buyer would estimate a potential cost to cure of \$500,000 to \$600,000 to either enlarge or breach the dam to meet the current PADEP requirements. In our analysis we will use the cost to cure the dam issues at \$550,000. A prudent buyer, as required by our definition of market value defined earlier in this report, would deduct the cost to cure from the hypothetical un-impaired market value of the property.



12 of 12

ITEM	VALUE
Hypothetical Value of the Land (w/o the DEP dam requirements)	\$90,000
Cost to Cure dam deficiencies (DEP dam requirements)	(\$550,000)
Value Indication	(\$460,000)
Final Value Estimate	\$1

In this case, the deduction of the cost to cure from the market value results in a negative value estimate. In our professional opinion, real property has some intrinsic value so we have concluded to a value of \$1 for the subject property in its "as is" condition. If in the future additional data becomes available that would change this estimate the appraisers reserve the sole right to modify our value estimate.

**Market Value Indication**  
**by the Sales Comparison Approach**  
**\$1.00**





**U. S. Department  
Of Transportation**

**Federal Aviation  
Administration**

Harrisburg Airports District Office  
3905 Hartzdale Drive, Suite 508  
Camp Hill, PA 17011  
717-730-2830  
717-730-2838 (fax)

12 CORRESPONDENCE  
d-  
3 pgs  
**RECEIVED**  
BY: \_\_\_\_\_

AUG 30 2010

August 27, 2010

Subject: Release of the Philadelphia International Airport Capacity Enhancement Program Final Environmental Impact Statement and Final General Conformity Determination

Dear Elected or Appointment Official:

The Federal Aviation Administration (FAA) has released a Final Environmental Impact Statement (FEIS) for the proposed Capacity Enhancement Program (CEP) at the Philadelphia International Airport. The FEIS contains information on the purpose of and need for the proposed project; the range of reasonable alternatives considered; a description of the alternatives evaluated in detail in the FEIS; and an evaluation of the environmental consequences of the FEIS Alternatives. In addition to the No-Action Alternative, the FEIS evaluates two alternatives that would enhance airport capacity in order to accommodate current and future aviation demand in the Philadelphia Metropolitan Area during all weather conditions. The FAA has identified Alternative A as their Preferred Alternative.

The Final General Conformity Determination (GCD) is included in the FEIS, as Appendix E (available for review on the enclosed CD-ROM). The Final GCD was prepared to demonstrate that the PHL CEP improvements adhere to the requirements of the Clean Air Act, by offsetting and mitigating the air quality impacts expected to occur from implementation of the Project, as required by the General Conformity Regulations.

An addendum to the FEIS Distribution List, found at the end of Volume 1 (pages D-1 through D-14), is provided on the back of this notice.

The FEIS is available for review on the EIS web site ([www.phl-cep-eis.com](http://www.phl-cep-eis.com)) and at libraries in the study area. The Wait Period on the Final EIS ends on September 26, 2010. The contact for this project is Susan McDonald at the address above.

The CD-ROM on the inside cover of the Executive Summary includes the text and graphics of the FEIS, as well as the DEIS comments and responses and the appendices (Volumes 1, 2, 3, and 4). You must have access to Adobe® Reader®, a free computer software program, in order to read the information on the CD-ROM. If your computer does not have Adobe® Reader® installed already, a free copy of the software can be downloaded from the Adobe website ([www.adobe.com](http://www.adobe.com)).

Sincerely,

Susan McDonald  
Environmental Protection Specialist



2073

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
FINAL ENVIRONMENTAL IMPACT STATEMENT  
&  
GENERAL CONFORMITY DETERMINATION

CAPACITY ENHANCEMENT PROGRAM  
PHILADELPHIA INTERNATIONAL AIRPORT  
PHILADELPHIA, PENNSYLVANIA

Submitted Pursuant to  
42 USC § 4321 et seq. of the National Environmental Policy Act; 49 USC § 47106(c)(1)(B)

by the  
United States Department of Transportation  
Federal Aviation Administration  
August 2010

Cooperating Agencies

U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, Pennsylvania Department of Environmental Protection

**Abstract:** This Final Environmental Impact Statement (FEIS) addresses and discloses the potential environmental impacts associated with improvements to the Philadelphia International Airport (PHL) designed to enhance airport capacity in order to accommodate current and future aviation demand in the Philadelphia Metropolitan Area during all weather conditions.

This FEIS examines a range of alternatives that have the potential to enhance airport capacity and provides an explanation of why alternatives were eliminated or carried forward for detailed evaluation. Three alternatives are considered in detail in this FEIS: the No-Action Alternative; Alternative A, which would result in four parallel runways (Runway 8-26, Runway 9L-27R, 9C-27C, and 9R-27L) and one cross-wind runway (Runway 17-35) by adding a new runway and extending Runways 8-26 and 9R-27L to the east; and Alternative B, which would result in four parallel runways (Runway 8-26, Runway 9L-27R, 9C-27C, and 9R-27L) by adding a new runway, extending Runway 8-26 to the west, and extending Runway 9R-27L to the east. Both build alternatives also include reconfiguring the taxiways, relocating navigational aids, relocating the Air Traffic Control Tower, and reconfiguring the terminal complex. Both build alternatives would require that Hog Island Road be closed, a section of freight rail track be relocated, the existing United Parcel Service facility be relocated, and one of the Sunoco fuel loading piers be relocated. Alternative A would also require that one of the dredge dewatering cells at the U.S. Army Corps of Engineers' Fort Mifflin Dredge Disposal Facility be relocated. Chapter 3 provides a detailed description of the alternatives, including the Preferred Alternative.

Each alternative was evaluated for potential impacts to the noise environment, existing land use, minority and low-income populations, air quality, the social and economic environment, historic and archaeological resources, water quality, wetlands, floodplains, biotic communities, endangered and threatened species, and the transportation system. This FEIS provides an analysis of the affected environment (Chapter 4) and environmental consequences (Chapter 5) of each alternative for each of these environmental resources, and includes proposed measures to mitigate potential project impacts (Chapter 6). Also included with the FEIS are FAA's Final General Conformity Determination.

Based on review of the comments and information presented in the Draft EIS, FAA has identified Alternative A as its Preferred Alternative for the following economic, environmental, and technical factors. Alternative A: meets the Purpose and Need by adding capacity and significantly reducing delay in all weather conditions in the long term; allows for greater flexibility of construction phasing, or scheduling; maintains a crosswind runway (Runway 17-35); minimizes disruption of local surface transportation and does not result in construction impacts to Interstate 95; has less average annualized delays during the prolonged construction period; significant environmental impacts can be avoided or minimized with mitigation.




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After careful and thorough consideration of the facts contained herein and following consideration of the views of those Federal agencies having jurisdiction by law or special expertise with respect to the environmental impacts described, the undersigned finds that the proposed Federal action is consistent with existing national environmental policies and objectives as set forth in section 101(a) of the National Environmental Policy Act of 1969.

**Required Environmental Findings and Conclusions**

The Philadelphia International Airport Capacity Enhancement Project, Alternative A (the Preferred Alternative) will not result in a significant adverse impact when the proposed mitigation measures are incorporated. The Preferred Alternative will not involve the use of lands subject to Section 4(f) of the DOT Act and will not have an adverse effect on a Federal Threatened or Endangered Species. The Preferred Alternative will result in the loss of approximately 82 acres of wetlands, 23 acres of waterways, and 24.5 acres of the Delaware River, and will require construction in FEMA-mapped floodplains. As documented in this FEIS, there are no practicable alternatives to such construction, and the proposed action includes all practicable measures to minimize harm and will conform to applicable Federal, state and local wetland and floodplain standards. The Preferred Alternative is consistent with the Pennsylvania and New Jersey Coastal Zone Management Program.

August 4, 2010  
Date of approval

  
\_\_\_\_\_  
William Flanagan  
Manager, FAA Eastern Region  
For Federal Aviation Administration

**For additional information contact:**

Susan L. McDonald  
Harrisburg Airports District Office  
Federal Aviation Administration  
3905 Hartzdale Avenue, Suite 508  
Camp Hill, Pennsylvania 17011  
717-730-2841  
smcdonald.faa.cep@vhab.com



Tarsi, Joyce

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**From:** Mark Miller [mmiller@eastgoshen.org]  
**Sent:** Friday, September 03, 2010 8:36 AM  
**To:** 'Joyce Tarsi'  
**Subject:** FW: Public Works Dept. paving of Highland Avenue

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**From:** Telthorster, Rob [GPSUS] [mailto:RTelthor@its.jnj.com]  
**Sent:** Friday, September 03, 2010 8:23 AM  
**To:** Telthorster, Rob [GPSUS]; mmiller@eastgoshen.org  
**Subject:** RE: Public Works Dept. paving of Highland Avenue

Hello again, Mr. Miller.

I want to tell you how pleased I am about the work that was done on Highland Avenue, specifically to cover my request below. Not only that, but your approach to looking at the situation and sizing it up with the road crew has really made a difference. During the recent heavy rain, August 22<sup>nd</sup> I believe, I stood again in the road and watched as the trail of water pushed against the "curbing" and the "hump" at my driveway, almost spilling over, but not quite, then traveling successfully to the storm sewer. A pretty picture as you might imagine. The point is, it really showed you cared to help on an isolated problem and you recognized how bad my situation really was.

So please extend my gratitude to those who did that great work.

And thanks to you also. There is nothing better than having real leaders helping to run the community, and you have proven that once again.

Regards,  
Rob Telthorster and family

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**From:** Telthorster, Rob [GPSUS]  
**Sent:** Sunday, July 25, 2010 10:09 PM  
**To:** 'mmiller@eastgoshen.org'  
**Subject:** Re: Public Works Dept. paving of Highland Avenue

Hello Mr. Miller,

I am a resident of East Goshen, living on the corner of Highland Avenue and Taylor Avenue (1630 Highland).

I hope you can help me with a "street water drainage issue" that has plagued my home for several years. The pictures attached were taken during recent storm events, and they clearly show how water travels down Highland Avenue, along my property line, then takes a sharp right at my mailbox, travels down my driveway, straight to my house, and settles in my basement. Sump pump runs all the time but floor gets wet anyway. It is a serious situation.

I did not realize how phenomenal this situation was until I went to get my mail during a recent rain storm. It was painfully obvious, even with the rain slowing down.

The water path NEVER reaches the storm sewer which is only 25 feet further.

My house receives all the run-off instead of the storm sewer!



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The assistance I seek would require a slightly modified road surface pathway that would optimally channel the water past my driveway to the storm sewer at the stop sign on my property. Certainly, this is what was meant to happen with the original road repair when the sewers were established, but now there is proof that a correction is needed.

It seems the timing for this request is perfect. It rained today, with the exact same result.

I also left a voice message today because I realize things are probably happening quickly – but I feel this is an urgent issue with a potential solution availing itself this week.

Please call me at work if you or someone involved would like to discuss further.

Thank you, you know this will be appreciated.

Rob Telthorster  
1630 Highland Ave.  
West Chester, Pa 19380  
610-431-7789 (home)  
610-889-4424 (work)

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**From:** leslietel@aol.com [mailto:leslietel@aol.com]  
**Sent:** Sunday, July 25, 2010 9:39 PM  
**To:** Telthorster, Rob [GPSUS]  
**Subject:**