

**AGENDA**  
**EAST GOSHEN TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**Tuesday, March 5, 2013**  
**7:00 PM**

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence – Supervisor Carmen Battavio
4. Ask if anyone is recording the meeting
5. Public Comment – Hearing of Residents (Optional)
6. Chairman’s Report – Announce board meet in executive session on February 21 for a personnel matter.
  - Comp Plan Update – Chuck Proctor
7. Public Hearings - None
8. Police/EMS Report - None
9. Financial Report
10. Old Business
  - a. Review results of the Refuse and Recycling Survey
11. New Business
  - a. Consider revision’s to Sullivan’s Grove Final Plan
  - b. Consider Community Day contributions
  - c. Consider Mowing Agreement with PADOT
  - d. Consider Sprint Wireless Communication Facility
  - e. Consider Dept of Agriculture Cooperative Service Agreement for Wildlife Management
  - f. Consider Resolution 2013-68
  - g. Consider Memorandum/Notice of Lease between East Goshen Township and Liberty Towers
  - h. Review revised police incident report format.
12. Any Other Matter
13. Approval of Minutes
  - a. February 19, 2013
14. Treasurer’s Report
  - a. February 28, 2013
15. Review Action List
  - a. March 5, 2013
16. Correspondence, Reports of Interest
  - a. Acknowledge PPL Interstate Energy Company’s notification of vegetation cleaning project
17. Dates of Importance

Mar 05, 2013	Board of Supervisors	7:00 PM
Mar 06, 2013	Planning Commission	7:00 PM
Mar 07, 2013	Park Commission	7:00 PM
Mar 11, 2013	Municipal Authority	7:00 PM
Mar 13, 2013	Conservancy Board	7:00 PM

Mar 14, 2013	Historical Commission	7:00 PM
Mar 14, 2013	Farmer's Market	3:30-6:00 PM
Mar 18, 2013	Commerce Commission	7:00 PM
Mar 19, 2013	Board of Supervisors	7:00 PM
Mar 20, 2013	Police Commission	5:30 PM
Mar 23, 2013	Egg Hunt at East Goshen Park	10:00 AM
Mar 24, 2013	Rain Date for Egg Hunt	10:00 AM
Mar 25, 2013	Comp Plan Task Force	<b>WILL NOT MEET</b>
Mar 28, 2013	Farmers Market	3:30-6:00 PM
Mar 29, 2013	Office Closed	
	Good Friday	
Apr 06, 2013	Keep East Goshen Beautiful Day	8:30 AM
Apr 09, 2013	Mature Driver Training	9:00 AM
Apr 11, 2013	Mature Driver Training Continued	9:00 AM
Apr 27, 2013	DEA Nat'l Take Back Initiative	10-2 PM
	WEGO at Giant, 1375 E. Boot Rd.	

Spring 2013 Newsletter:

Article Submission Date – March 1, 2013

Posted to Website – April 2, 2013

18. Public Comment – Hearing of Residents

19. Adjournment

The Chairperson, in his or her sole discretion, shall have the authority to rearrange the agenda in order to accommodate the needs of other board members, the public or an applicant.

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

Date: February 27, 2013  
To: Board of Supervisors  
From: Amber Cifrese, Graduate Intern  
Re: Refuse and Recycling

In response to a request at the February 19 Board of Supervisors meeting, we have surveyed 10 Chester County municipalities about their refuse/recycling contracts.

In comparison to these municipalities, East Goshen Township ranks as follows:

1. Only East Goshen Township and West Goshen Township have twice a week refuse pick up
2. Only East Goshen, Westtown, and Uwchlan have unlimited refuse collection
3. East Goshen's "extra pickups" (yard waste, Christmas trees, bulk trash) are among the most generous in the area
4. Our base refuse rate is 2<sup>nd</sup> lowest out of the 10 sampled townships

In relation to other townships, East Goshen Township provides the most services at a reasonably low price of \$69.88/ quarter.

The attached spreadsheet provides more detail.

Comparison of Refuse & Recycling Contracts/Services in Selected Chester County Municipalities

	East Goshen	West Goshen	West Chester	Willistown	Westtown	Treddyfrin	Easttown	West Whiteland	East Whiteland	Uwchlan
# of refuse pick ups per week	2	2	1		1		1	1		1
# of recycling pick ups per week	1	1	1		1		1	1		1
Limit on refuse collection?	No	Yes, 96 gallon toter	2x 35 gallon cans		No		4x 32-gallon cans <u>or</u> 2x 32-gallon cans for senior/ single	Pay as you through		No
<i>If limited, options for additional pick-up (e.g. stickers or bags for purchase?)</i>	n/a	No	yes, up to 4 borough trash bags		n/a		No	Pay as you through		n/a
Yard waste	4x November; 3x October & May; 2x other months	8x per year	1 pick-up/month; 1 drop-off/month & curbside leaf vacuuming in fall		1x/month		1x/month	Branches: 4x/year Leaves: weekly Nov-mid Dec & 1x in April; 4 drop off days/year		8 pickups per year (4 in Spring; 4 in Fall)
Christmas trees	2x per year	1x per year, plus drop off option	2x per year	Residents contract directly with haulers	1x/year	Residents contract directly with haulers	2x in January	1x in January	Residents contract directly with haulers	2x in January (by Public Works)
Bulk trash	1 pick-up/month	1 item per week	1 item per month		1x/month		1 item/week	4 items max; 1 pick-up/month		1 item per week
Base refuse rate	\$69.88/quarter	\$85/quarter	No separate refuse rate; cost built into RE tax rate		\$80/quarter		\$82.73/quarter	\$49/year recycling & \$2.50/bag		\$67/quarter

**Comparison of Refuse & Recycling Contracts/Services in Selected Chester County Municipalities**

	East Goshen	West Goshen	West Chester	Willistown	Westtown	Treddyfrin	Easttown	West Whiteland	East Whiteland	Uwchlan
<b>Cost of additional pick-up (e.g. stickers)</b>	n/a	n/a	\$2.50/bag		n/a		n/a	\$2.50/bag		n/a
<b>Year 1 of current contract</b>	2011	2008	n/a (handled by Borough staff)		2013		2010	2013		2012
<b>Term of contract</b>	3 years	3 years, with 2 year extension	n/a (handled by Borough staff)		3 years, with 2 year option		3 years, with option for 2 more years	3 years, with option for 2 more years		3 years, with option for 2 more years

# Memorandum

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East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

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

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Date: 2/26/2013  
To: Board of Supervisors  
From: Mark Gordon, Township Zoning Officer *mlg*  
Re: Sullivan's Grove

Dear Board Members:

As some of you may recall, the Board of Supervisors approved the Subdivision and Land Development Application for Wooldridge Construction of PA., Inc. to subdivide the ~6 ac. parcel they own at 1526 Greenhill Rd. in 2009 creating 4 residential parcels and a cul-de-sac street.

## **Background:**

In reviewing the file on this application I have found the following:

1. The plan was approved by the Board of Supervisors on October 20, 2009

(Excerpt from the approved 10/20/2009 Minutes)

### **Sullivan's Grove Subdivision Plan**

Ed McFalls showed the Board the plans for Sullivan's Grove.

Don moved to approve the Preliminary/Final Subdivision Plan for Sullivan's Grove,  
TPN 53-2-25.2, plan dated August 31, 2005, last revised September 16, 2009 with the condition that the Conservancy Board make a favorable recommendation on the revised landscaping plan. Thom seconded the motion.

Joe asked Mr. McFalls when he expects to begin land development. Mr. McFalls said the project will progress as the housing market dictates.

There was no further discussion, and no public comments. The Board voted unanimously to approve the motion.

2. Revised landscape plans were submitted to the Township correcting the issues identified by the Conservancy Board.
3. The Plans were never released for recording because escrow agreements were never submitted due to the uncertainty of when the developer would develop the project.

**Currently:**

The Township has been informed that Wooldridge Construction Inc is negotiating the sale of the parcel and the "Sullivan's Grove" development plan to Renehan Building Group. EB Walsh was the engineer of record for the plan and will be representing both parties to complete the subdivision recordation process.

The applicant proposes some minor revisions to the plan and would like to discuss them with the board.

1. Remove the fence along Greenhill Rd.
2. Remove the decorative entrance walls.

The applicant is also requesting that the Board consider accepting the cul-de sac for dedication to the Township. The modifications needed for the street to comply without waivers would be:

1. Removal of the proposed island at the beginning of the cul-de-sac. This island was proposed in the plan for the location of an access gate for the development. The new developer has no intention to gate this street.
2. Reduce the size of the landscape island at the end of the cul-de-sac to a 10 foot radius.
3. I have forwarded the plan sheet showing the street to PA DOT to get a determination from them if the street meets PA DOT requirements.

The only other item that may need to be revised and approved are the HOA document.

I have included the approved plan set for your review, **please return these plans to Rick after the meeting.**



EDWARD B. WALSH & ASSOCIATES, INC.  
*Complete Civil Engineering Design / Consultation Services*  
*Lionville Professional Center*  
*125 Dowlin Forge Road*  
*Exton, PA 19341*

February 26, 2013

Mr. Mark Gordon  
East Goshen Township Zoning Officer  
1580 Paoli Pike  
West Chester, PA 19380

**RE:** Sullivan's Grove Residential Subdivision  
East Goshen, PA

Dear Mr. Gordon,

Thank you for meeting with Jim Renehan and myself to discuss the process necessary to bring the above referenced residential subdivision to construction. As you are aware, the subdivision received final plan approval at the October 20, 2009 East Goshen Township Board of Supervisors' meeting. This letter is written to initiate the process of plan recordation that will include the preparation of land development and financial security agreements for the subdivision.

As discussed in our meeting, the Renehan Building Group is negotiating the purchase of Sullivan's Grove from Wooldridge Construction of Pennsylvania, Inc. It is the mutual intent of Wooldridge Construction of Pennsylvania, Inc., and the Renehan Building Group to have Wooldridge Construction of Pennsylvania, Inc. to sign the subdivision plan for recording while allowing the Renehan Building Group to execute the land development and financial security agreements for the project. This approach to plan recordation will allow the transfer of ownership from Wooldridge Construction of Pennsylvania, Inc. to the Renehan Building Group and establish the necessary documentation for the Renehan Building Group to market and build the project.

Wooldridge Construction of Pennsylvania, Inc., and the Renehan Building Group offer following minor modifications to the approved plan for consideration to the East Goshen Township Board of Supervisors prior to their signing of the plan:

1. Removal of the proposed entrance walls and ornamental fence along the project's frontage with Green Hill Road. The walls and fence were proposed by the Applicant as a measure to visually tie the four-lot subdivision to the adjoining Hershey Mill Community. The necessity to aesthetically join the subdivision to the Hershey Mill Community is not a requirement of the Renehan Building Group. The Renehan Building Group intends to develop a stand-alone community with architecture that is separate and distinct from that of the Hershey Mill Community. It is important to note that the walls and fence are not ordinance required improvements. It is the intention of the Renehan Building Group The building lots will be graded to the greatest extent feasible to retain significant vegetation along the frontage of Green Hill Road while implementing all required landscaping depicted on the approved plans.

REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS  
*Pennsylvania, New Jersey, Delaware, Maryland & North Carolina*  
610-903-0060 FAX 610-903-0080  
[www.ebwalshinc.com](http://www.ebwalshinc.com)  
Established 1985

2. Offer for dedication to East Goshen Township the proposed Sullivan Circle cul-de-sac. The cul-de-sac was initially intended to support a gated community through the addition of a boulevard island with a future gate at the entrance to Green Hill Road. It is not the intention of the Renehan Building Group to provide a gated community and would prefer to offer the road for dedication to the Township. Dedication and acceptance of the road by the Township will eliminate the need for a private homeowners association required to establish ownership and maintenance responsibilities for a private roadway. The cul-de-sac has been designed and approved in accordance with the East Goshen Township Subdivision and Land Development Ordinance and therefore meets the criteria for public dedication.

The necessity to establish a homeowners association is eliminated should the Township be agreeable to accept dedication of the roadway. As such, the encumbrances identified on the title plan revert to standard access, storm, and/or sanitary sewer easements over the lands that can be recorded with the future deeds for each of the proposed parcels.

3. Road Name Change from Sullivan Circle to Ashleybrooke Circle

In an effort to finalize the financial security agreement we intend to prepare a construction cost estimate for the potential public improvements. The Renehan Building Group would like to utilize their site contractor's budget in preparation of the cost estimate and anticipate this information to be furnished by week's end. Once received, the construction cost estimate will be formalized and submitted for Township review.

As discussed in our meeting, we would be more than happy to meet with the Board of Supervisors to discuss the suggested minor modifications to the approved plan and introduce Mr. Renehan to discuss his company's qualifications. Should you find that our attendance at the Board of Supervisors meeting would prove beneficial then please place the project on the next regularly scheduled meeting for discussion and notify us of the date. We have assembled documentation of regulatory agency approvals for the project and submit for the Township's record in assurance that all conditions of final plan approval have been addressed.

Thank you for meeting with us and your assistance in moving the project forward. Should you require any additional information feel free to contact myself or Jim Renehan at 610-251-9333.

Very truly yours,  
**EDWARD B. WALSH and ASSOCIATES, INC.**



Stephen J. Sauselein, P.E.

Attachments

cc: Jim Renehan, Renehan Building Group  
Edward McFalls, Wooldridge Construction of Pennsylvania, Inc.  
file

# Site Details

[South East Regional Office](#)

[Site Search](#)

[Sites by County/Muni Search](#)

no paging

Site ID:	675681
Site Name:	SULLIVAN'S GROVE SUBDIV
Address:	1526 GREENHILL RD EAST GOSHEN TWP, PA
Status:	

## Clients

Client List
<a href="#">EAST GOSHEN TWP CHESTER CNTY (88415)</a>
<a href="#">WOOLDRIDGE CONST OF PA INC (81333)</a>

## Programs

DEP Programs
Water Pollution Control

## PA Municipalities

Municipalities/Counties
East Goshen Twp, Chester County

## Site Permits

Authorization Id	Authorization Type	Date Received	Status/Date
<a href="#">641388</a>	New Land Development Plan App Component 3 -Residential	07/24/2006	Denied 07/25/2006
<a href="#">678016</a>	New Land Development Plan App Component 3 -Residential	04/23/2007	Issued 05/26/2009

## Facility Permits

Authorization Id	Authorization Type	Date Received	Status/Date
<a href="#">645105</a>	NPDES Stormwater Construction Pmt Conservation Dist	08/28/2006	Issued 09/29/2008

## Site-Level and Primary Facility-Level Inspections

No records matched the criteria.
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**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
1580 Paoli Pike  
October 20, 2009 – 7:00pm  
Final Minutes**

**Present:** Chairman Marty Shane, Joe McDonough, Don McConathy and Thom Clapper. Vice-Chairman Carmen Battavio was absent. Also present were Township Manager Rick Smith, Jim McRee (Deer Committee), and Kathryn Yahraes (Historical Commission).

## **WORKSHOP**

### **Review of Minutes**

The draft minutes of October 13 were reviewed and corrected.

### **Bills**

The Treasurer's Report and Expenditure Register Report were reviewed.

### **Policy for Eagle Scout Projects**

Don had a number of changes to the draft resolution. The Board agreed to table this item until the next meeting. In the meantime Rick will incorporate Don's changes into the document.

### **Line Road Traffic Signal**

Marty said he is in favor of putting in a traffic signal since the Township has \$110K from Pulte put aside for this purpose. Marty wants a signal with long arms to be installed in case the intersection is upgraded in the future. Joe and Thom indicated they are opposed to using the money to put in a signal at this time. However, Joe, along with Don, would like Rick to get bids to see how much the project would cost.

### **Ordinance to Amend Chapter 163 of the Township Code Relating to Parks & Recreation Areas**

The Board reviewed this draft ordinance and made some changes suggested by Don.

### **Comp Plan Action List for Planning Commission**

The Board agreed to table this item until Rick can get an updated copy of the document for the Board's review.

### **Angelini Subdivision, 957 Cornwallis Drive**

Per Rick the Township has received the Planning Module from the DEP. The Board will need to vote to authorize the execution of the plans.

## **FORMAL MEETING**

### **Call to Order & Pledge of Allegiance**

Supervisor Joe McDonough called the meeting to order at 8:03pm and led everyone in the Pledge of Allegiance to the Flag.

### **Moment of Silence**

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

### **Recording of Meeting**

No resident indicated they planned to record the meeting.

### **Approval of Minutes**

Don moved to approve the minutes of October 13 as corrected in Workshop. Joe seconded the motion. There was no discussion.

*Public Comment: Kathryn Yahraes, 911 Vista Drive* - Had a comment about a statement Senya Isayeff made at the October 13 meeting regarding local soccer clubs. Marty then announced for the benefit of the audience that the Greater Chester Valley Soccer Association has withdrawn their application in Willistown.

*Public Comment: Jack Neiss, Applebrook Carriage Homes* – Said he thinks another group besides the Great Valley School District is behind the soccer club's Willistown application.

*Public Comment: Christine Barrett, Indian Hills* – Said she is affiliated with the GCVSA Soccer Association and it is they who made the application in Willistown, not the Great Valley School District.

There was no further public comment. The Board voted unanimously to approve the minutes as amended.

### **Chairman's Report**

Marty announced the following:

- Presentation of the Historic Resource Atlas Award has been postponed to a future meeting.
- The Board will meet on Wednesday, October 28 at 9:00am to discuss the 2010 budget. The meeting will be open to the public.
- The Board met in Executive Session on Tuesday, October 13 to discuss the police labor contract.
- The Clearview Public Hearing has been rescheduled to November 17.

### **Eagle Scout Project Presentation by Christopher Moore**

Resident Christopher Moore spoke about the Eagle Scout Project he plans to complete using data he will gather at the Pumpkin Festival. He plans to survey approximately 300 residents about their usage of the trails in the Township Park, and then compile the results into a report.

Marty asked Christopher how he will circulate among the festival-goers. Christopher said he will have a table set up where he will be taking surveys, and he will also have some Boy Scout helpers mingling with the crowd and asking people to complete surveys. Don asked what Christopher planned to do with the donations he is soliciting at the bottom of the survey form. Christopher said he would use the donations toward wood and tools to install mile markers along the trails. Don noted that the Township can provide project materials up to a cost of \$200.

Joe said he would find it interesting if Christopher could ask people what seasons they use the parks.

*Public Comment: Mary Myers, Indian Hills* – Suggested the Scouts take down the answers from people, and not merely hand out the surveys. If they just hand out the surveys they will most likely end up in the trash. She also suggested that Christopher work a full day at the park taking surveys to get a good representative cross-section of the people who use the park at various times during the day. The people who actually use the park on a regular basis may not be the same people who come out once a year to a Pumpkin Festival with their children.

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

The Treasurer's Report for October 15, 2009:

	RECEIPTS	EXPENDITURES
<b>GENERAL FUND</b>		
Real Estate Tax	\$ 2,131.39	
Earned Income Tax	\$ 22,128.32	Accounts Payable \$ 114,083.42
LST	\$ 0.00	Electronic Payments \$ 54,590.16
Transfer Tax	\$ 0.00	Debt Service \$ 0.00
Codes, Park & Rec	\$ 9,431.28	Payroll \$ 43,000.00
<b>Total Receipts</b>	<b>\$ 31,559.60</b>	<b>Total Expenditures \$ 211,673.58</b>
State Fund	\$ 0.00	\$ 0.00
Capital Reserve	\$ 0.00	\$ 210.51
Transportation Fund	\$ 0.00	\$ 0.00
Sewer Operating	\$ 54,828.63	\$ 3,737.75
Refuse	\$ 25,293.65	\$ 72,406.61
Capital Projects	\$ 0.00	\$ 0.00

Joe moved to accept the Treasurer's Report of October 15 and the Expenditure Register Report as recommended by the Treasurer, to accept the receipts and to authorize payment of the invoices reviewed in Workshop. Thom seconded the motion.

Don noted that the electronic payments were not reflected in this Treasurer's Report. There was no public comment and no further discussion. The Board voted and the motion passed unanimously.

**Police Report**

Police Chief John Dumond reported there were 534 calls for service from East Goshen during the month of September.

Marty asked Chief Dumond to look into the intersection safety at Brookmont Drive and N. Chester Road. There have been several accidents there recently due to the rain and wet leaves. It might be helpful to have grooves put into the macadam and/or a flashing signal installed.

The Chief reported that Corporal Hubbard did an excellent job investigating several car break-ins at the New Kent Apartment complex. He also reported that the police spent time this month investigating two stabbing incidents – one in The Racquet Club Apartments and another in the Rose Hill Apartments.

*Public Comment: Jim McRee, Oneida Lane* – Asked the Chief what address should be given to the 9-1-1 operators when calling from open spaces to report suspicious hunting activities or a hunting incident. Chief Dumond said the caller should give the closest cross-street. He suggested Jim speak to Jim Haines(?) about this matter as he might have some advice.

**Resolution 09-34E, Establishing and Consolidating the Various Fees and Charges Imposed Pursuant to the Code of the Township**

Joe moved to adopt this resolution. Don seconded the motion. There was no discussion or public comment. The motion passed unanimously.

**Resolution 09-51, Regarding Sewer and Refuse Account Collections**

Joe moved to adopt this resolution. Don seconded the motion. There was no discussion or public comment. The motion passed unanimously.

**Resolution 09-52, Establishing the Policy for Waiving the Penalty for Late Sewer and Refuse Payments**

Joe moved to adopt this resolution. Don seconded the motion. There was no discussion or public comment. The motion passed unanimously.

**Resolution 09-53, Establishing the Policy Waiving the Penalty for Late Real Estate Tax Payments**

Joe moved to adopt this resolution as modified in Workshop. Don seconded the motion. There was no discussion or public comment. The motion passed unanimously.

**Resolution 09-54, Establishing the Policy for Eagle Scout Projects**

Marty announced that this item will be tabled pending further revisions.

**Public Comment Period**

*Ben Gall, 900 Warrior Road* – Said he has been waiting 10 years for a traffic signal to be installed at the intersection of Line Road and Paoli Pike. It's only a matter of time before someone is killed there in an accident. It is the only four-way intersection along Paoli Pike from Route 30 to Route 202 that has no traffic signal. He said he is surprised the Board has not already reviewed the accident data for this intersection before he gave the information to the

Township. Mr. Gall asked the Board to take action on this issue. The Township has \$50K from Pulte for this project just sitting around. The longer the Township waits the more the project will cost.

Marty said the Township will put this project out to bid as a next step.

Mr. Gall asked that so-called intelligent lights be installed, so they will change color in response to the flow of traffic. Marty said the Township is planning to do that when the lights gets installed.

Mr. Gall said he believes East Goshen should pay for the traffic signal because the Township is guilty for contributing to the extra traffic at this intersection by allowing the Applebrook development to be built. He suggested East Goshen make arrangements with Willistown to get reimbursed from them for a share of the cost if their (Willistown's) developer ever comes through. Marty told him East Goshen has tried that approach.

Joe asked that Township Staff notify Mr. Gall when the bids come in and when the Board plans to take action on this matter.

Don said the Township should get bids for poles with long arms and without long arms, just in case the long arms are prohibitively expensive. Don corrected a previous statement of Mr. Gall's and told him the Township actually has \$110K from Pulte, not \$50K.

*Jack Neiss, Applebrook Carriage Homes* – Suggested the Township put up one of those “Your Speed Is XX” devices on Line Road to make drivers aware of how fast they are going. He believes that speeding is a problem along Line Road. Thom said he would put in a request with WEGO for one of those devices.

*Jim McRee, Oneida Lane* – Said he has been in an accident at this intersection and agrees a traffic signal is needed, and that speeding is a problem there. He said his wife prefers to go out of her way to avoid the intersection due to safety concerns. Jim asked what plans the Township has for the allocated \$110K if they do not put in the traffic signal. Rick Smith said the funds could be used for something else from the Impact Fee Program. Jim said he doesn't understand why the Board is holding the money and not doing anything with it. He wondered if the Township is keeping it in reserve for another project. He said he was surprised to hear that only now do they plan to put the project out the bid. The bids should already be in hand. Joe explained that PennDOT had “grandiose,” very costly plans for the intersection which put a kink in things, as well as a lack of cooperation or interest from Willistown. The Board has further delayed action on this matter because they have been told that Willistown's developer would pay for it. Jim then asked if all the East Goshen Supervisors are in agreement now that a signal is necessary at this intersection. Joe told him no; he personally does not see the need for a light there, and is generally opposed to traffic signals. He noted that every development wants their own traffic signal.

*Jack Neiss, Applebrook Carriage Homes* – Suggested the Township put a policeman at the intersection after soccer games to help move traffic. Don said that is up to the soccer club because the soccer club would have to pay the police from their own funds.

Marty said he believes a traffic signal should be installed, and that it should have been put in some time ago. He told Mr. Gall that due to mixed feelings about this issue among the Board members, it will be important to have 5 Supervisors present when this issue is voted upon to avoid a tie.

*Ben Gall, 900 Warrior Road* – Said he is not going to take no for an answer. The Township has the money, and it is irresponsible for the Board not to put in the traffic signal. Joe told Mr. Gall that he would review the bids once they are in with an open mind, and said he is not sure how he will vote when the time comes.

*Christine Barrett, Indian Hills* – Said traffic backs up all the way down Line Road after soccer games, which should make it readily apparent to the Supervisors that a traffic signal is necessary. Joe said in that case the soccer club should step up and take some responsibility. In his opinion it's not fair to ask 17,000 East Goshen residents to pay for a traffic light that is needed due to soccer activities occurring in an adjoining Township.

*Ben Gall, 900 Warrior Road* – Said the soccer traffic is temporary; it's the everyday rush hour traffic that is the real problem.

**Sullivan's Grove Subdivision Plan**

Ed McFalls showed the Board the plans for Sullivan's Grove.

Don moved to approve the Preliminary/Final Subdivision Plan for Sullivan's Grove, TPN 53-2-25.2, plan dated August 31, 2005, last revised September 16, 2009 with the condition that the Conservancy Board make a favorable recommendation on the revised landscaping plan. Thom seconded the motion.

Joe asked Mr. McFalls when he expects to begin land development. Mr. McFalls said the project will progress as the housing market dictates.

There was no further discussion, and no public comments. The Board voted unanimously to approve the motion.

**Angelini Subdivision Application, 957 Cornwallis Drive**

Don moved to authorize the Board to execute the plans for a subdivision of the Angelini property at 957 Cornwallis Drive. Thom seconded the motion. There was no discussion or public comment. The Board voted 3:1 to approve the motion (Joe was opposed).

**District Court**

Marty announced that the Township has secured a rent increase from the County for the District Court. The Township will be receiving approximately \$1,000 extra in rent per month retroactive to August 2009. Joe moved to authorize the Chairman to execute the new agreement with the

County. Don seconded the motion. There was no discussion or public comment. The motion passed unanimously.

### **Amendment to Historic Preservation Ordinance**

Marty announced that on October 7 the Planning Commission voted unanimously in favor of recommending an amendment to the Historic Preservation Ordinance as follows:

§240-38.5: Where approved by the Board of Supervisors as a conditional use, a property on which a historic resource is located and adaptively reused shall be permitted one freestanding sign with a maximum area of 32 square feet for the entire property regardless of the number of uses conducted within the historic resource.

Joe moved to authorize the Township Manager to advertise this ordinance change. Don seconded the motion. There was no discussion or public comment. The motion passed unanimously.

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

Marty acknowledged receipt of the Fire Marshal's Report and the Goshen Fire Company Report for September. Thom acknowledged receipt of an email from resident John Schorn regarding the Sunoco situation. Rick will reply to Mr. Schorn.

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

Marty noted the upcoming meetings as listed in the agenda.

### **Adjournment**

There being no further business, the meeting adjourned at 9:28pm.

## **WORKSHOP (Resumed)**

### **Hershey's Mill Dam Update**

Marty said that preliminary information from Gannett Fleming indicates they feel DEP has accurately classified the dam. The Township may still send a letter to Andy Dinniman asking for his assistance in getting the dam reclassified.

The Board discussed the bids that have come in for the dam. Marty said that Advanced GeoServices wants \$17K for soil borings to see if the sheet piling alternative is viable. Rick recommended the Board meet with the various bidders.

*Public Comment: Kathryn Yahraes, Vista Drive* - Said the residents' dam group will make a presentation to the Board next week as requested. Marty told her he will have to postpone the meeting because the Board still does not have all the information they want to share with the residents yet. Marty said he would call Reed Bailey and let him know.

### **Infiltration & Inflow Abatement Program**

Marty asked Rick to provide a one-page summary of this Pennoni report for the Board.

**Adjournment**

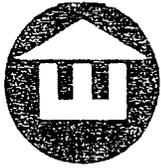
The workshop was adjourned at 10:00pm.

**EXECUTIVE SESSION**

The Board met in Executive Session until 10:45pm to discuss the police labor contract.

Respectfully submitted,

Anne Meddings  
Recording Secretary



**WOOLDRIDGE CONSTRUCTION OF PA., INC.**

1389 East Boot Road  
West Chester, PA 19380  
(610) 436-8900 Phone  
(610) 436-5162 Fax

February 21, 2013

PA Department of Transportation  
711 Ryan Blvd.  
Coatesville, PA 19320

**RE: HOP # 06072427 – Request for extension**

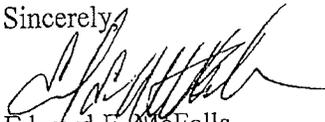
To Whom It May Concern:

Please accept this letter as the application of West Chestnut Realty Corp., a subsidiary of Wooldridge Construction of PA, Inc., for a one year extension in the Highway Occupancy Permit for a Low Volume Driveway at the proposed Sullivan's Grove subdivision on Green Hill Road in East Goshen Township. Also enclosed herewith is our check in the amount of \$20.00 for this purpose.

Please forward a blank Application for HOP as we will likely need one final extension from July 2013 to July 2014.

If you should have any questions, or require additional information, please contact me. Thank you for your cooperation.

Sincerely,



Edward E. McFalls  
Vice President

# APPLICATION FOR HIGHWAY OCCUPANCY PERMIT

APPROVAL 11  
335440

## INSTRUCTIONS ON REVERSE

Applicant/Owner <b>WEST CHESTNUT REALTY CORP.</b>	
Address <b>1389 E. BOOT ROAD</b>	
Post Office <b>WEST CHESTER, PA</b>	Zip Code <b>19380</b>
Phone <b>(610) 436-8900</b>	

## ENGINEERING DISTRICT \_\_\_\_\_

	Application	Inspection 1	Inspection 2	Inspection 3
441/459 Ref. No.				
Unit Fee				
Number of Units	1			
Item Fee				
Permit Fee \$	_____			
Account No.	_____			
Check or Money Order No.	_____			

County CHESTER

Township/Boro EAST GOSHEN TOWNSHIP

Date work is scheduled to begin 06/16/12 ONE YEAR

Approximate date when work will be completed 06/16/13 EXTENSION

If utility: Opening over 36 ft<sup>2</sup> along and/or across highway \_\_\_\_\_ FT. \_\_\_\_\_ FT. \_\_\_\_\_ FT.  
(IN PAVEMENT) (IN SHOULDER) (OUTSIDE SHOULDER)

If utility:  Installation  Emergency Repair - E.P.C. No. \_\_\_\_\_ Entry No. \_\_\_\_\_  Repair  Replace  Service Connection or Disconnection  Removal

If driveway: Anticipated average daily traffic: ADT cars \_\_\_\_\_ ADT trucks \_\_\_\_\_ ADT buses \_\_\_\_\_ TOTAL ADT \_\_\_\_\_

Is any portion of the property reserved for a person with a disability or a severely disabled veteran?  Yes  No

### STATE ROUTE LOCATION

### DESCRIPTION OF PROPOSED WORK

S.R.	<b>PER PERMIT DATED 6/19/09 COPY ENCLOSED</b>	DEPARTMENT USE ONLY
Segment		
Offset(s)		
S.R.		
Segment		
Offset(s)		
S.R.		
Segment		
Offset(s)		
S.R.		

PRINT NAME OF APPLICANT'S CONSULTANT(S) EDWARD B. WALSH & ASSOCIATES, INC PHONE (610) 518-1360

PRINT CONTACT PERSON'S NAME \_\_\_\_\_ PHONE: \_\_\_\_\_

Under and subject to all the conditions, restrictions and regulations prescribed by the Pennsylvania Department of Transportation (see in particular 67 PA Code, Chapters 203/212, 441 and 459, and PUBs 212 and 213) and on the issued Permit, Form M-945P, and attachments thereto. The applicant certifies that this application, information and documentation therein or required by the Department is accurate, pursuant to 18 PA C.S. §4904 relating to false swearing to authorities, and that it has or will have all insurance and other security required by the Department prior to performing any work authorized by the Permit.

The Applicant is (an individual) (a partnership) (a corporation incorporated under the laws of PENNSYLVANIA)

DATE SIGNED: FEB. 21, 2013 PRINT APPLICANT'S NAME EDWARD E. McFEALS

WITNESS OR ATTEST Elizabeth M. Brehm SIGNED BY [Signature]

TITLE OF SIGNATORY Asst. Secretary TITLE OF SIGNATORY Vice President

Plans are Satisfactory?  YES  NO (Returned on \_\_\_\_\_)

Traffic Control Plan consistent with PUBs 212 and 213, and Chapter 203/212  YES  NO (Returned on \_\_\_\_\_)

Driveway Classification(s) \_\_\_\_\_ MU \_\_\_\_\_ LV \_\_\_\_\_ MV \_\_\_\_\_ HV

M-930  was  was not used.

Limited Access Highway  is  is not involved.

Continuous Inspection  is  is not planned.

Drainage Problem  is  is not anticipated.

Permit  will  will not be recorded.

On-Site Review by \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (DATE)

DEPARTMENT USE ONLY

1354

WOOLDRIDGE CONSTRUCTION OF PA, INC.  
OFFICE ACCOUNT  
1389 E. BOOT ROAD  
WEST CHESTER, PA 19380

Susquehanna  
60-912/313

DATE AMOUNT  
Feb. 21, 2013 \*\*\*\*\*\$20.00

PAY: Twenty Dollars and 00 Cents.

PA DEPT OF TRANSPORTATION

TO THE  
ORDER  
OF

*Elizabeth M. Braden*

SECURED  
SECURE

⑈001354⑈ ⑆031309123⑆ 4474839⑈

WOOLDRIDGE CONSTRUCTION OF PA, INC.  
WEST CHESTER, PA 19380

1354

Check amount: \*\*\*\*\*\$20.00 Date: Feb. 21, 2013 Number: 001354  
Check paid to: PA DEPT OF TRANSPORTATION

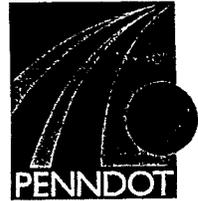
FH 141-108-00

\$20.00

M-945S (3-04)  
PENNDOT

RECEIVED AUG 08 2011

APPROVAL 13



**SUPPLEMENTAL  
HIGHWAY OCCUPANCY PERMIT**

ORIGINAL PERMIT NO. 06072427  
SUPPLEMENTAL PERMIT NO. 06072427-2

THE ORIGINAL PERMIT, BEARING NUMBER SHOWN ON THIS SUPPLEMENT, WAS ISSUED TO:

PERMITTEE: *West Chestnut Realty Corp.*

ADDRESS: 1389 E. Boot Road

CITY/STATE/ZIP: West Chester, PA 19380

THE ORIGINAL PERMIT IS HEREBY AMENDED OR REVISED BY THIS SUPPLEMENTAL PERMIT AS FOLLOWS:  
Extend permit #06072427 for one year from 6/16/11 to 6/16/12.  
Supplemental permit #06072427-2

**COMMONWEALTH OF PENNSYLVANIA**

UNDER AND SUBJECT TO ALL THE MINIMUM CONDITIONS, RESTRICTIONS AND REGULATIONS PRESCRIBED BY THE PA DEPARTMENT OF TRANSPORTATION (SEE IN PARTICULAR 67 PA CODE, CHAPTERS 441 AND 459) AND ON THE ORIGINAL PERMIT, FORM M-945P. THIS SUPPLEMENT IS NOT VALID UNTIL SIGNED BY THE DISTRICT PERMIT MANAGER.

For Secretary of Transportation  
ALLEN D. BIEHLER, P.E.

By District Executive

ORGANIZATION: 0602

ISSUE DATE: 8/5/11

SUPPLEMENT FEES: \$20.00

Richard A. Avicelli

*Richard A. Avicelli*  
DISTRICT PERMIT MANAGER

THIS SUPPLEMENTAL PERMIT IS VALID ONLY WHEN IT IS ATTACHED TO THE ORIGINAL PERMIT.

PERMITTEE  DISTRICT  COUNTY  OPTIONAL  RECORDING  INSPECTOR

(DATE)

**EAST GOSHEN TOWNSHIP  
CONSERVANCY BOARD MEETING  
October 14, 2009  
7:00 P.M.**

The East Goshen Township Conservancy Board met for their regularly scheduled meeting on Wednesday, October 14, 2009, at the East Goshen Township Building. Board members present were: Chairman Jane Fava, Bryan Delmonte, Mark Kawecki, Sandy Snyder, Walter Wujcik, Ginnie Newlin and Scott Sanders. Also in attendance were Mike Merwin, Bob Huebner (Park & Recreation), and Joe Zug (Historical Commission).

1. **CALL TO ORDER**

Jane called the meeting to order at 7:00pm and led the Pledge of Allegiance to the Flag.

2. **REVIEW & APPROVAL OF MINUTES**

Ginnie moved to accept the minutes of September 9, 2009 as corrected. Walter seconded the motion. There was no discussion or public comment. The motion passed.

3. **EXPENSES**

No report

4. **OLD BUSINESS**

A. Buffer - Ginnie wrote letters to the Planning Commission and Board of supervisors proposing that the riparian buffer be increased to 100 feet. Ginnie, Jane and Bryan attended the Board of Supervisors workshop last night. Rick Smith distributed maps that showed the areas where this would apply. However, it was pointed out that this would also impact re-development. Marty asked that the Planning Commission review the proposal.

B. "Y" Trees – The Board of Supervisors asked for a report. Jane provided a report that listed the concerns the Conservancy Board had with the contractor.

C. East Boot Road & Township Building Landscape projects – At the Board of Supervisors Workshop last night, Ginnie, Jane and Bryan attended the meeting and got approval from the Board of Supervisors to get the \$300 plan from Tony DuFour of Wm. D. Wells Landscaping.

D. Pavilions at the "Y" – Board members made a site visit and took pictures. The amphitheater is in a clearing near the water. It is not a "structure" and can easily be removed and put back in place. Mike mentioned that Mark Gordon is checking the land development plan regarding this. Bryan mentioned that Rick stated that the wood chips provide stability. Jane mentioned that the Board of Supervisors asked for recommendations from the Conservancy Board. Ginnie will write a letter stating that the Board wants the understory replaced using native plants.

E. Newsletter – Ginnie complimented Bryan on his article.

F. Grasses at Reservoir Road – Board members did a site visit with Brian O'Neill of Weeds, Inc. This is clump grass, which will fill in all spaces in 2 to 5 years. Brian gave the Board recommendations for cutting the grasses.

5. **NEW BUSINESS**

A. Budget – There will be no budget for 2010. Jane and the Board started to make a list of items that will need to be paid.

B. Thorncroft Drive – A resident from Hunt Country called Rick. The Civic Association maintains the entrance and is not satisfied with the trees and ground cover. They would like recommendations from the Conservancy Board. Scott is familiar with this entrance and recommends that they remove the flowering crabapple trees and replace them with conifers and mulch. He will get in touch with the resident.

C. Natural Lands Trust – Bryan reported that Thom Clapper is the township representative on COG (Council of Governments). The NLT has a grant to work with municipalities to manage invasives. There will be a meeting at the East Goshen Township Building at 10:00 am on October 21, 2009 to discuss potential grant opportunities.

Bryan and Ginnie will attend.

6. **SUBDIVISION/LAND DEVELOPMENT/LANDSCAPE PLAN REVIEW**

A. Sullivan's Grove, Greenhill Road – The Board reviewed the landscape plans for this 4-home development. The Board approved the list of plants/trees. However, Ginnie wants to know why they are removing the existing trees along Greenhill Road. Jane will write a letter also stating that the plan is incomplete because certain codes on the plan are not on the list.

7. **BOARD MEMBER CONCERNS**

A. None.

8. **LIAISON REPORTS**

A. Park & Recreation - Bob reported that the Pumpkin Festival is this Saturday. Sunday is the raindate. He walked Applebrook Park and Wentworth with Brian O'Neill of Weeds, Inc. Brian gave an estimate to treat the invasives at \$4,800. The Park & Recreation Board put \$5,000 in the proposed budget for 2010. The scout is planning to do a survey on park usage this weekend at the Pumpkin Festival.

B. Municipal Authority – No report.

C. Historic Commission – Joe reported that the Living History Day on September 19, 2009 was very successful. There is a newspaper article on the East Goshen website about it. This Saturday October 17 is the illumination and reenactment of the Paoli massacre.

D. Planning Commission – No report.

9. **PUBLIC COMMENT**

None.

10. **CORRESPONDENCE**

None

11. **ADJOURNMENT** - There being no further business, Scott made a motion to adjourn the meeting. Walter seconded the motion. There was no discussion or public comment. The motion passed. The meeting was adjourned at 9:00 pm.

Respectfully submitted,

Ruth Kiefer  
Recording Secretary

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# Memo

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To: Board of Supervisors  
From: Jon Altshul  
Re: Community Day Contributions from Chester County Community Foundation  
Date: February 27, 2013

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We are in receipt of a check for \$12,250 from the Chester County Community Foundation, which represents contributions for 2012 Community Day that were deposited in the now-dissolved Friends of East Goshen account with the foundation in December 2012. This check has now been deposited in the township's general fund and credited in the General Ledger as Community Day Revenue (01367-3205) for 2013.

I have attached a letter from Beth Briglia from the Chester County Community Foundation regarding the \$12,250 contribution for Community Day and a short letter that will need to be signed by Senya confirming receipt of the funds and that the funds will be used for Community Day.

*Chester County*  
COMMUNITY FOUNDATION

The Lincoln Building  
28 W. Market Street | West Chester, PA 19382  
610/696-8211 voice | 610/696-8213 fax  
www.chescocf.org

*Let your legacy  
make a difference in  
Chester County*

January 17, 2013

Mr. Senya D. Isayeff  
Chair, Board of Supervisors  
East Goshen Township  
1580 Paoli Pike  
West Chester, Pennsylvania 19380

Dear Mr. Isayeff,

On behalf of the Board of Directors of the Chester County Community Foundation, we are pleased to send East Goshen Township this grant award:

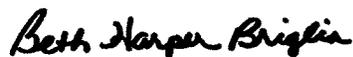
**Amount: \$12,250**  
**Purpose: EGT- Community Day 2012**  
**Via: Friends of East Goshen Township Fund**

Most of the Community Foundation's grant decisions are made by the families, businesses, and community groups whose funds we hold in trust. Please help us grow philanthropy by including this contribution in your regular donor listings as: *Friends of East Goshen Township Fund, a fund of the Chester County Community Foundation.*

The attached distribution represents the distribution of funds restricted by the donors for East Goshen Township's Community Day 2012. Please send the Community Foundation a brief note, signed by the Chair of the Board of Supervisors on behalf of the Supervisors, confirming the receipt of these funds and that the funds are to be used for the Community Day program. This note should be received no later than June 30, 2012.

On behalf of the Community Foundation, we applaud the important work you are doing. Please accept our best wishes for the continued success of East Goshen Township.

Most sincerely,



Beth Harper Briglia, CPA  
Vice President of Donor Services and Grantmaking  
Enclosure: grant award check #1332

*Reminder: Per IRS regulations, all portions of this grant are to be used for charitable purposes. Acceptance of this grant signifies that no substantial benefit has been or will be provided to the donor, advisor, nor any party related to the donor or advisor; nor any individual other than those in the charitable class of persons served by your organization.*

610-692-7171

www.eastgoshen.org

**BOARD OF SUPERVISORS**  
EAST GOSHEN TOWNSHIP

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

March 5, 2013

Beth Briglia  
Chester County Community Foundation  
28 W. Market St  
West Chester, PA 19382

Dear Ms. Briglia:

This letter is to acknowledge receipt of the check for \$12,250 for East Goshen Township's Community Day. These funds will be used to pay for costs associated with the 2013 Community Day program.

East Goshen Township is grateful for your support!

Sincerely,

Senya D. Isayeff  
Chairman

SI/ja

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION  
[www.dot.state.pa.us](http://www.dot.state.pa.us)  
7000 Geerdes Boulevard  
King of Prussia, PA 19406-1525

February 5, 2013

Mowing Agreement  
No. 3900036685  
East Goshen Township

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



Dear Mr. Rick Smith

Enclosed are two copies of the new mowing agreement you requested. Please have the proper township officials sign the signature page and resolutions for both agreements then return them to this office.

At the time of return of both agreement copies (with the original signatures) we will have the agreement signed by our District Administrator then forwarded to the Office of Chief Council and Comptrollers to complete the execution process.

Once we receive the executed agreement from Harrisburg, we will forward a copy to your office with a notice to proceed date.

If you have any further questions, please contact Sharon Goldberg at 610-205-6566.

Sincerely,

Nicholas A. Martino  
Assistant District Executive for Maintenance

cc: L. Porrini  
J. Fogel

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**MAINTENANCE SERVICES**

**AGREEMENT NO** 3900036685  
**FID #:** 23-6005479  
**SAP VENDOR #** 139277

**THIS AGREEMENT**, fully executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH"),

**AND**

the East Goshen Township  
of  
the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY").

**WITNESSETH:**

**WHEREAS**, certain public highways, including bridges with their approaches, located in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389, all as supplemented and amended; and,

**WHEREAS**, under the provisions of Section 561 of the State Highway Law, 36 P.S. Section 670-561, added by Act 1985-92, the COMMONWEALTH may, at the discretion of the Secretary of Transportation, enter into agreements with municipalities for the latter to perform minor routine maintenance work on the roadway and shoulders of any State Highway, or portion thereof, located within the boundaries of the MUNICIPALITY; and,

**WHEREAS**, the COMMONWEALTH desires to obtain the assistance of the MUNICIPALITY to carry out minor routine maintenance on the State Highways listed on Exhibit "A", which is attached to and made a part of this Agreement; and,

**WHEREAS**, the MUNICIPALITY has the equipment, materials, and personnel available and ready to perform all the items of repair and maintenance within the MUNICIPALITY listed on Exhibit "B", which is attached to and made part of this Agreement, in a prompt and efficient manner and has signified its willingness to furnish these repair and maintenance functions, subject to payment by the COMMONWEALTH as set forth in the List of Prices in Exhibit "B".

**NOW, THEREFORE**, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises set forth below, with the intention of being legally bound, agree as follows:

1. The MUNICIPALITY shall, in a good and workmanlike manner, perform the minor routine maintenance items at the amounts set forth in the List of Prices, all as set forth in Exhibit "B", on the State Highways located within the boundaries of the MUNICIPALITY, as listed on Exhibit "A". The MUNICIPALITY shall use equipment owned or leased by it and its own materials and personnel to perform the work. All work shall be completed in accordance with all applicable Department of Transportation Specifications ("Publication 408"), and with the policies and procedures set forth in the Highway Maintenance Foreman Manual ("Publication 113"), which are incorporated by reference into this Agreement as if physically attached.
2. The COMMONWEALTH shall pay the MUNICIPALITY for all authorized work performed on the items contracted for in Exhibit "B" as follows:
  - (a) Lump sum items shall be paid on a quarterly basis.
  - (b) Items performed on a unit price basis shall be paid in accordance with Paragraph 11 below.
  - (c) The starting date of this Agreement shall be either the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or another date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever is later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved.

3. The MUNICIPALITY undertakes these responsibilities as an independent contractor, and its employees and/or lessors and/or contractors are not to be considered employees of the COMMONWEALTH for any purposes. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of the MUNICIPALITY'S employees and/or lessors and/or contractors during the performance of, or resulting from the performance under, this Agreement.
4. This Agreement shall be effective for the period commencing upon written notice by the COMMONWEALTH to the MUNICIPALITY and terminating on \_\_\_\_\_, unless sooner terminated for cause upon thirty (30) days' written notice by either party to the other. Upon termination for cause, all obligations, except liability for claims arising from the MUNICIPALITY'S performance and damages incurred by the COMMONWEALTH, shall cease. In the event of termination, the MUNICIPALITY shall be paid for the work performed to the date of termination, to the extent such work has been performed in accordance with the requirements of this Agreement.
5. Work performed by the MUNICIPALITY under this Agreement shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives within sixty (60) days of completion of the work. If, upon inspection, certain work is found not to be in conformance with the specifications, policies and procedures of the COMMONWEALTH, or is not performed in a good and workmanlike manner, the work shall be corrected or re-performed, as necessary, by the MUNICIPALITY, at no cost to the COMMONWEALTH. The COMMONWEALTH shall not be obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the discretion of the COMMONWEALTH.
6. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "C" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.
7. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit "D" and incorporated herein by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act and the Contractor Responsibility Provisions.
8. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
9.
  - (a) Within ten (10) days after the effective date of this Agreement and every ninety (90) days thereafter, the MUNICIPALITY shall submit a proposed work program to the COMMONWEALTH, addressed to the Department of Transportation's local County Maintenance Manager. The MUNICIPALITY may proceed to work five (5) working days after submitting its proposed work program to the COMMONWEALTH, unless notified to the contrary.
  - (b) The MUNICIPALITY may, at any time during the progress of a quarterly work program, submit, for the COMMONWEALTH'S approval, a supplemental or amended work program and may proceed to work five (5) working days after submitting such amended work program, unless notified to the contrary.
  - (c) If an emergency situation arises, the Department of Transportation's local County Maintenance Manager, who shall be responsible for declaring such an emergency situation, may give verbal authorization to perform necessary additional work. The MUNICIPALITY shall promptly confirm any emergency authorization in writing. Any emergency work authorized pursuant to this paragraph shall be limited to the categories of work for which the MUNICIPALITY has assumed responsibility under this Agreement.
10. The MUNICIPALITY shall be responsible for maintenance and protection of traffic at all times during the performance of its responsibilities under this Agreement. This shall be performed in accordance with the Department of Transportation's Publication 203, entitled Work Zone Traffic Control, current edition, which the COMMONWEALTH shall make available to the MUNICIPALITY upon request.
11. The MUNICIPALITY may submit invoices at various intervals, but in no event shall invoices be submitted more frequently than on a monthly basis. Invoices shall be accompanied by a written statement certifying that the work listed in the invoice

was performed properly, specifically in accordance with the specifications, policies and procedures set forth in this Agreement.

12. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
  - (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvmmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmmu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the MUNICIPALITY to properly apply the state agency's payment to the respective invoice or program.
  - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
13. It is understood between the parties that the maximum amount payable under this Agreement by the COMMONWEALTH to the MUNICIPALITY shall not exceed the sum of Three Hundred Fifty Five dollars and Four cents (\$355.04) dollars, without a written supplemental agreement signed by both parties.
14. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

f

Title: \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_ Title: \_\_\_\_\_ DATE \_\_\_\_\_

*If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a municipality, Authority or other entity, please attach a resolution.*

**DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive Date

APPROVED AS TO LEGALITY  
AND FORM

\_\_\_\_\_ Date  
for Chief Counsel

Certified Funds Available Under  
SAP DOCUMENT NO. \_\_\_\_\_  
SAP FUND \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL. ACCOUNT \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
BY \_\_\_\_\_  
for Comptroller Operations Date

Contract No. \_\_\_\_\_, is split \_\_\_\_\_%, expenditure amount of \_\_\_\_\_ for federal funds and \_\_\_\_\_%, expenditure amount of \_\_\_\_\_ for state funds. The related federal assistance program name and number is \_\_\_\_\_; \_\_\_\_\_; The state assistance program name and SAP Fund is \_\_\_\_\_;

**RESOLUTION**

**BE IT RESOLVED**, by authority of the \_\_\_\_\_  
(Name of governing body)  
of the \_\_\_\_\_, \_\_\_\_\_ County, and it  
(Name of Municipality)  
is hereby resolved by authority of the same, that the \_\_\_\_\_ of  
(designate official title)  
said Municipality be authorized and directed to sign the attached Agreement on its behalf.

**ATTEST:**

\_\_\_\_\_  
(Name of Municipality)  
By: \_\_\_\_\_  
(Signature and designation of official title)  
\_\_\_\_\_  
(Signature and designation of official title)

I, \_\_\_\_\_,  
(Name) (Official title)  
of the \_\_\_\_\_, do hereby certify that the foregoing  
(Name of governing body and Municipality)

is a true and correct copy of the Resolution adopted at a regular meeting of the  
\_\_\_\_\_, held the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Name of governing body)

**DATE:** \_\_\_\_\_  
\_\_\_\_\_  
(Signature and designation of official title)

**NOTE:** Signature on the Department signature page of this Agreement must conform to the signature on this Resolution.

EXHIBIT C

**Contract Provisions – Right to Know Law 8-K-1532**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Revised February 1, 2010

EXHIBIT "D"

**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15<sup>th</sup> of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## EXHIBIT "D"

### CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
  - a. Approved in writing by the Commonwealth prior to its disclosure; or
  - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

- d. Necessary for purposes of Contractor's internal assessment and review; or
- e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
- f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
- g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  - (1) obtaining;
  - (2) attempting to obtain; or
  - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when

the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
  - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
  - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
  - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
  - d. "Financial interest" means:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

EXHIBIT "D"

**PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

## EXHIBIT "D"

### **Contractor Responsibility Provisions**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

**1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

**2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

**3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

**4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

**5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

**6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

**EXHIBIT "A"**

**AGREEMENT #: 3900036685**      **MUNICIPALITY: East Goshen Township**      **COUNTY:**  
**Chester**

**STATE ROUTE**

**SR**                      **Acres**

**003**                      **1.10**

Mow State Route 003 (West Chester Pike) from Manley Road to Ellis Lane.

The total number of acres is based on mowing four cycles for the 2013 mowing season.

The total acres for the contract period is 4.4 ACRES

East Goshen Township will be responsible for the following tasks for the Commonwealth of Pennsylvania:

- a. Mow State Routes the number of Cycles per Year as Specified on Exhibit "A"
- b. Document the Mowing Cycles and Invoice the Department at the completion of the Final Mowing Cycle of each year.
- c. The municipality must comply with PennDOT's "SEMP" Program which can be found on PennDOT's website at [www.dot.state.pa.us](http://www.dot.state.pa.us). Go to PennDOT organizations / Engineering Districts and County Maintenance offices, click on District 6, click on Roadwork, click on Maintenance, and click on SEMP, Strategic Environmental Management Program. The bottom of the Contractor Information Form and the Employee Roster must be returned to the District 6-0 Maintenance office before the start of mowing.

EXHIBIT "B"

AGREEMENT # 3900036685                      MUNICIPALITY: East Goshen Twp.      COUNTY: Chester

WORK ACTIVITY .....LIST OF PRICES

Mowing -- 4.40 Acres

\$ 80.69 / Acre (FY 12/13)

# Memorandum

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East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

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

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Date: 2/26/2013  
To: Board of Supervisors  
Cc: Planning Commission  
From: Mark Gordon, Township Zoning Officer   
Re: Sprint Wireless Communication Facility, Edgewood Rd.

Dear Board Members:

As some of you may know the PA General Assembly adopted the Wireless Broadband Collocation Act (Act 191) on October 25, 2012. This act contains new rules that apply when applicants seek to modify existing wireless communication facilities.

In short, this act requires that municipal laws may not regulate the collocation, replacement or modification of antennas, accessory equipment or wireless telecommunications facilities on a previously approved support structure or equipment compound. Customarily these types of applications would require Conditional Use approval in East Goshen Township.

This act will require an amendment to our zoning ordinance; the solicitor is working on a draft amendment at this time.

The Township has received an application from Sprint Wireless to modify the antennas on the Edgewood Rd. water tower and modify the equipment cabinets located on their existing equipment platform. There are three Sprint antennas on the tower today and the applicant proposes to add one, and replace the existing antennas. The arrangement on the structure will change slightly. This application will not increase the height of the antennas or the size of the existing equipment platform. Therefore this application fits right into the new category. Typically we would require the applicant to seek Conditional Use approval. In light of the new state statute this application is not subject to the scrutiny of conditional use approval.

I have closely reviewed the statute and conferred with the solicitor on the details of this application and she agrees that this application can only be reviewed for zoning and building permit approval.

I have issued a Building Permit for the Sprint WCF modifications on the Edgewood Rd. water tower.

I will forward the draft ordinance to the Planning Commission and the CCPC upon receipt.

**Buckley, Brion, McGuire,  
Morris & Sommer LLP**

ATTORNEYS AT LAW

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West Chester, PA 19382-2928  
www.buckleyllp.com

Kristin S. Camp  
(610) 436-4400 Ext. 105  
(610) 436-8305 Fax  
kcamp@buckleyllp.com

**MEMORANDUM**

To:	Municipal Managers, Engineers & Staff
From:	Kristin S. Camp, Esquire
Date:	November 15, 2012
Subject:	Wireless Broadband Collocation Act (Act No. 191)

The General Assembly adopted the above-referenced Act on October 25, 2012. This Act will go into effect on December 25, 2012. The Act contains new rules that apply when an applicant seeks to install new antenna (collocate), modify an existing wireless support structure or replace equipment on an existing structure or within an existing equipment compound. I am sure there will be guidance issued by PSATS on how to apply the new law but I wanted to provide a brief summary.

The term "collocation", "modification" and "replacement" are defined in the Act.

The municipal laws may not regulate the collocation, replacement or modification of antennas, accessory equipment or wireless telecommunications facilities on an existing support structure.

The municipal laws may not impose additional costs (other than appropriate permit fees) or operating restrictions.

The municipal law may not require payment of a zoning permit fee if it is in excess of the municipality's actual reasonable costs to review the application or \$1,000, whichever is less.

The municipality may not require the applicant to justify the radio frequency need or the need for the technical, business or service characteristics of the proposed facilities.

The municipality can't prohibit or have the effect of prohibiting mobile service.

M

If the Township receives an application for collocation or modification of a wireless telecommunications facility or wireless support structure, the municipality may determine if the collocation or modification meets the Building Code but you may not require a new zoning or land use approval or review beyond the initial zoning or land use approval issued for the previously approved support structure or facility.

An applicant can replace a wireless telecommunications facility on an existing wireless support structure or within an existing equipment compound without obtaining any building or zoning permit.

Within 30 calendar days of the date the application for modification or collocation is filed with the Township, the Township has to notify the Applicant in writing if any information is required to complete the application.

Within 90 calendar days of the date an application for modification or collocation is filed with the Township, the municipality must make its final decision to approve the application and advise the Applicant in writing of its final decision. If the Township fails to act upon the application for modification or collocation within 90 calendar days, the application is deemed approved.

The Act only applies if the following criteria are met:

The proposed collocation, modification or replacement may not substantially change the physical dimensions of the wireless support structure to which the wireless telecommunications facilities are to be attached.

“Substantial change” is defined in the Act as follows:

- (1) Any increase in the height of the wireless support structure by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater, except that the mounting of the proposed wireless telecommunications facility may exceed the size limits set forth in this paragraph if necessary to avoid interference with existing antennas.
- (2) Any further increase in the height of a wireless support structure which has already been extended by more than 10% of its originally approved height or by the height of one additional antenna array in accordance with the provisions of this Act shall not occur without municipal approval.

The collocation, modification or replacement may not further increase the height of the support structure by more than 10% of its originally approved height or by the height of one additional antenna array.

The proposed collocation, modification or replacement may not increase the dimensions of the equipment compound approved by the municipality.

The proposed collocation, modification or replacement must comply with applicable conditions of approval which apply to the initial facility.

The collocation, modification or replacement may not exceed applicable wind loading and structural loading requirements for the support structure.

If the municipality doesn't adhere to the provisions of the Act, the property owner has the right to appeal the Township's actions within 30-days to the Court of Common Pleas of Chester County. The Court will then hear the appeal pursuant to the local agency laws.

I suggest that we look at the Zoning Ordinance to make sure that it is consistent with the new state law, as well as the provisions that were passed as part of the 2012 Middle Class Tax Relief and Job Creation Act which prohibit a local government from denying a request for a modification of an existing wireless tower that does not substantially change the physical dimensions of such tower or base station.

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 1345 Session of 2011

INTRODUCED BY FOLMER, SOLOBAY, ROBBINS AND EICHELBERGER,  
NOVEMBER 22, 2011

SENATOR FOLMER, COMMUNICATIONS AND TECHNOLOGY, AS AMENDED, JUNE  
13, 2012

AN ACT

1 Providing for streamlined procedures for reviewing applications for  
2 the modification or collocation of wireless communications  
3 facilities and wireless support structures.

4 The General Assembly of the Commonwealth of Pennsylvania hereby  
5 enacts as follows:

6 Section 1. Short title.

7 This act shall be known and may be cited as the Wireless Broadband  
8 Collocation Act.

9 ~~Section 2. Definitions.~~ ←

10 ~~The following words and phrases when used in this act shall have~~  
11 ~~the meanings given to them in this section unless the context clearly~~  
12 ~~indicates otherwise:~~

13 ~~"Accessory equipment." Any equipment serving or being used in~~  
14 ~~conjunction with a wireless facility or wireless support structure~~  
15 ~~including, but not limited to, utility or transmission equipment,~~  
16 ~~power supplies, generators, batteries, cables, equipment buildings,~~  
17 ~~cabinets and storage sheds, shelters or similar structures.~~

18 ~~"Antenna." Communications equipment that transmits and receives~~

1 ~~electromagnetic radio signals used in the provision of all types of~~  
2 ~~wireless communication services.~~

3 ~~"Application." A formal request submitted to the local governing~~  
4 ~~authority to construct or modify a wireless support structure or a~~  
5 ~~wireless facility. An application shall be deemed complete when all~~  
6 ~~documents, information and fees specifically enumerated in the local~~  
7 ~~governing authority's regulations, ordinances and forms pertaining to~~  
8 ~~the location, construction, modification or operation of wireless~~  
9 ~~facilities are submitted by the applicant to the authority.~~

10 ~~"Collocation." The placement or installation of new wireless~~  
11 ~~facilities on previously approved and constructed wireless support~~  
12 ~~structures, including monopoles and towers, both self supporting and~~  
13 ~~guyed, in a manner that negates the need to construct a new~~  
14 ~~freestanding wireless support structure. The term includes the~~  
15 ~~placement of accessory equipment within an existing equipment~~  
16 ~~compound.~~

17 ~~"Equipment compound." An area surrounding or adjacent to the base~~  
18 ~~of a wireless support structure within which accessory equipment is~~  
19 ~~located.~~

20 ~~"Local governing authority." A municipality or a municipal~~  
21 ~~authority, as defined by the act of July 31, 1968 (P.L.805, No.247),~~  
22 ~~known as the Pennsylvania Municipalities Planning Code, that has~~  
23 ~~adopted land use or zoning regulations for all or the majority of land~~  
24 ~~uses within its jurisdiction or has adopted separate regulations~~  
25 ~~pertaining to the location, construction, modification or operation of~~  
26 ~~wireless facilities.~~

27 ~~"Modification" or "modify." The improvement, upgrade, expansion or~~  
28 ~~replacement of existing wireless facilities on an existing wireless~~  
29 ~~support structure or within an existing equipment compound, provided~~  
30 ~~the improvement, upgrade, expansion or replacement does not increase~~

1 ~~the height of the wireless support structure or increase the~~  
2 ~~dimensions of the equipment compound.~~

3 ~~"Wireless facility." The set of equipment and network components,~~  
4 ~~exclusive of the underlying wireless support structure, including~~  
5 ~~antennas, transmitters, receivers, base stations, power supplies,~~  
6 ~~cabling and accessory equipment, used to provide wireless data and~~  
7 ~~telecommunication services.~~

8 ~~"Wireless support structure." A freestanding structure, such as a~~  
9 ~~monopole, tower, either guyed or self-supporting, or suitable existing~~  
10 ~~or alternative structure designed to support or capable of supporting~~  
11 ~~wireless facilities. The term shall not include any electrical utility~~  
12 ~~pole or tower used for the distribution or transmission of electrical~~  
13 ~~service.~~

14 ~~Section 3. Regulation of wireless telecommunications support~~  
15 ~~structures.~~

16 ~~(a) General authority. A local governing authority that has~~  
17 ~~adopted planning and zoning regulations may plan for and regulate~~  
18 ~~wireless support structures in accordance with locally adopted land~~  
19 ~~use planning or zoning regulations and the provisions of this section.~~

20 ~~(b) Limitations. A local governing authority that has adopted~~  
21 ~~zoning ordinances and land use regulations for the placement of~~  
22 ~~wireless support structures shall not place any additional requirement~~  
23 ~~on the applicant that has the force or effect of:~~

24 ~~(1) Regulating the placement of an antenna or related~~  
25 ~~equipment for an existing wireless support structure; provided,~~  
26 ~~however, if the placement of an antenna on an existing wireless~~  
27 ~~telecommunications support structure requires an extension, the~~  
28 ~~placement may be regulated by a local governing authority if the~~  
29 ~~extension would require the wireless support structure to have~~  
30 ~~lighting or the extension exceeds the height limitation of the~~

1 authority.

2 ~~(2) Imposing additional costs or operating restrictions on an~~  
3 ~~applicant for the collocation of new wireless facilities unless the~~  
4 ~~support structure is owned by the local governing authority. For~~  
5 ~~the purposes of this section, collocation shall not be deemed an~~  
6 ~~expansion.~~

7 ~~(3) Requiring the applicant to provide any sort of~~  
8 ~~justification for radio frequency need.~~

9 ~~(4) Acting to prohibit or have the effect of prohibiting the~~  
10 ~~provision of personal wireless services.~~

11 Section 4. Streamlined processing of applications.

12 ~~(a) General rule. An application for collocation or modification~~  
13 ~~of a wireless facility entitled to streamlined processing under this~~  
14 ~~section shall be reviewed for conformance with the local governing~~  
15 ~~authority's applicable site plan and building permit requirements,~~  
16 ~~including zoning and land use conformity, but shall not otherwise be~~  
17 ~~subject to the issuance of additional zoning, land use or special use~~  
18 ~~permit approvals beyond the initial zoning, land use or special permit~~  
19 ~~approvals issued for the wireless support structure or wireless~~  
20 ~~facility. Previously approved wireless support structures and wireless~~  
21 ~~facilities can be modified or accept collocations without additional~~  
22 ~~zoning or land use review beyond what is required by the local~~  
23 ~~governing authority for the issuance of building or electrical~~  
24 ~~permits.~~

25 ~~(b) Requirements. The streamlined process set forth in this~~  
26 ~~section shall apply to applications for all modifications and~~  
27 ~~applications for proposed collocations that meet the following~~  
28 ~~requirements:~~

29 ~~(1) the proposed collocation shall not increase the overall~~  
30 ~~height or width of the wireless support structure to which the~~

1 ~~wireless facilities are to be attached;~~

2 ~~(2) the proposed collocation shall not increase the~~  
3 ~~dimensions of the equipment compound approved by the local~~  
4 ~~governing authority;~~

5 ~~(3) the proposed collocation shall comply with applicable~~  
6 ~~conditions of approval, if any, applied to the initial wireless~~  
7 ~~facilities and wireless support structure, and subsequently adopted~~  
8 ~~amendments to the conditions of approval; and~~

9 ~~(4) the proposed collocation shall not exceed the applicable~~  
10 ~~weight limits for the wireless support structure, as demonstrated~~  
11 ~~by a letter from a structural engineer licensed to practice in this~~  
12 ~~Commonwealth.~~

13 ~~(c) Review. A local governing authority's review of an~~  
14 ~~application to modify or collocate wireless facilities on an existing~~  
15 ~~wireless support structure shall not include:~~

16 ~~(1) An evaluation of the technical, business or service~~  
17 ~~characteristics of the proposed wireless facilities.~~

18 ~~(2) A requirement that an applicant submit radio frequency~~  
19 ~~analyses, unless needed to ensure the proposed wireless facilities~~  
20 ~~will not interfere with emergency communications.~~

21 ~~(3) Any other documentation intended to:~~

22 ~~(i) demonstrate the proposed service characteristics of~~  
23 ~~the proposed wireless facilities;~~

24 ~~(ii) illustrate the need for the wireless facilities; or~~

25 ~~(iii) justify the business decision to collocate the~~  
26 ~~wireless facilities.~~

27 ~~(d) Application decisions. Within 90 calendar days of the date an~~  
28 ~~application for modification or collocation of wireless facilities is~~  
29 ~~filed with the local governing authority, unless another date is~~  
30 ~~specified in a written agreement between the local governing authority~~

1 ~~and the applicant, the local governing authority shall:~~

2 ~~(1) make its final decision to approve or disapprove the~~  
3 ~~application; and~~

4 ~~(2) advise the applicant in writing of its final decision.~~

5 ~~(c) Deficient applications. Within 30 calendar days of the date~~  
6 ~~an application for modification or collocation is filed with the local~~  
7 ~~governing authority, the local governing authority shall notify the~~  
8 ~~applicant in writing of any information required to complete the~~  
9 ~~application. To the extent additional information is required to~~  
10 ~~complete the application, the time required by the applicant to~~  
11 ~~provide the information shall not be counted toward the 90 calendar~~  
12 ~~day review period under subsection (d) of this act.~~

13 ~~Section 5. Enforcement.~~

14 ~~A person adversely affected by a final action or failure to act by~~  
15 ~~a local governing authority or a wireless facilities provider that is~~  
16 ~~inconsistent with the provisions of this act, may, within 30 days~~  
17 ~~after the action or failure to act, commence an action in any court of~~  
18 ~~competent jurisdiction, which shall hear and decide the action on an~~  
19 ~~expedited basis.~~

20 ~~Section 6. Preservation of local governing authority.~~

21 ~~Notwithstanding any other provision of law, nothing in this act may~~  
22 ~~be construed to limit or preempt the scope of a local governing~~  
23 ~~authority's review of zoning, land use or permitting applications for~~  
24 ~~the siting of wireless facilities or wireless support structures or to~~  
25 ~~require a local governing authority to exercise its zoning power, as~~  
26 ~~provided for in the act of July 31, 1968 (P.L.805, No.247), known as~~  
27 ~~the Pennsylvania Municipalities Planning Code.~~

28 ~~Section 7. Effective date.~~

29 ~~This act shall take effect in 60 days.~~

30 SECTION 2. DEFINITIONS.



1 THE FOLLOWING WORDS AND PHRASES WHEN USED IN THIS ACT SHALL  
2 HAVE THE MEANINGS GIVEN TO THEM IN THIS SECTION UNLESS THE  
3 CONTEXT CLEARLY INDICATES OTHERWISE:

4 "ACCESSORY EQUIPMENT." ANY EQUIPMENT SERVING OR BEING USED  
5 IN CONJUNCTION WITH A WIRELESS TELECOMMUNICATIONS FACILITY OR  
6 WIRELESS SUPPORT STRUCTURE. THE TERM INCLUDES UTILITY OR  
7 TRANSMISSION EQUIPMENT, POWER SUPPLIES, GENERATORS, BATTERIES,  
8 CABLES, EQUIPMENT BUILDINGS, CABINETS AND STORAGE SHEDS,  
9 SHELTERS OR SIMILAR STRUCTURES.

10 "ANTENNA." TELECOMMUNICATIONS EQUIPMENT THAT TRANSMITS AND  
11 RECEIVES ELECTROMAGNETIC RADIO SIGNALS USED IN THE PROVISION OF  
12 ALL TYPES OF WIRELESS TELECOMMUNICATIONS SERVICES.

13 "APPLICATION." A FORMAL REQUEST SUBMITTED TO THE  
14 MUNICIPALITY TO MODIFY A WIRELESS SUPPORT STRUCTURE, EQUIPMENT  
15 COMPOUND OR A WIRELESS TELECOMMUNICATIONS FACILITY.

16 "BASE STATION." A STATION AT A SPECIFIED SITE AUTHORIZED TO  
17 COMMUNICATE WITH MOBILE STATIONS, GENERALLY CONSISTING OF RADIO  
18 TRANSCEIVERS, ANTENNAS, COAXIAL CABLES, POWER SUPPLIES AND OTHER  
19 ASSOCIATED ELECTRONICS.

20 "COLLOCATION." THE PLACEMENT OR INSTALLATION OF NEW WIRELESS  
21 TELECOMMUNICATIONS FACILITIES ON PREVIOUSLY APPROVED AND  
22 CONSTRUCTED WIRELESS SUPPORT STRUCTURES, INCLUDING SELF-  
23 SUPPORTING OR GUYED MONOPOLES AND TOWERS, ELECTRICAL  
24 TRANSMISSION TOWERS, WATER TOWERS OR ANY OTHER STRUCTURE NOT  
25 CLASSIFIED AS A WIRELESS SUPPORT STRUCTURE THAT CAN SUPPORT THE  
26 PLACEMENT OR INSTALLATION OF WIRELESS TELECOMMUNICATIONS  
27 FACILITIES IF APPROVED BY THE MUNICIPALITY. THE TERM INCLUDES  
28 THE PLACEMENT, REPLACEMENT OR MODIFICATION OF ACCESSORY  
29 EQUIPMENT WITHIN A PREVIOUSLY APPROVED EQUIPMENT COMPOUND.

30 "ELECTRICAL TRANSMISSION TOWER." AN ELECTRICAL TRANSMISSION

1 STRUCTURE USED TO SUPPORT OVERHEAD POWER LINES CONSISTING OF 69  
2 KILOVOLT OR GREATER CONDUCTING LINES, GENERALLY OF STEEL  
3 CONSTRUCTION AND HAVING A HEIGHT OF AT LEAST 75 FEET. THE TERM  
4 SHALL NOT INCLUDE ANY UTILITY POLE HAVING A HEIGHT OF LESS THAN  
5 75 FEET.

6 "EQUIPMENT COMPOUND." AN AREA SURROUNDING OR ADJACENT TO A  
7 WIRELESS SUPPORT STRUCTURE WITHIN WHICH BASE STATIONS, POWER  
8 SUPPLIES OR ACCESSORY EQUIPMENT ARE LOCATED.

9 "JUDICIARY ACT REPEALER ACT." THE ACT OF APRIL 28, 1978  
10 (P.L.202, NO.53), KNOWN AS THE JUDICIARY ACT REPEALER ACT.

11 "MODIFICATION" OR "MODIFY." THE IMPROVEMENT, UPGRADE OR  
12 EXPANSION OF EXISTING WIRELESS TELECOMMUNICATIONS FACILITIES OR  
13 BASE STATIONS ON AN EXISTING WIRELESS SUPPORT STRUCTURE OR THE  
14 IMPROVEMENT, UPGRADE OR EXPANSION OF THE WIRELESS  
15 TELECOMMUNICATIONS FACILITIES LOCATED WITHIN AN EXISTING  
16 EQUIPMENT COMPOUND, IF THE IMPROVEMENT, UPGRADE, EXPANSION OR  
17 REPLACEMENT DOES NOT SUBSTANTIALLY CHANGE THE PHYSICAL  
18 DIMENSIONS OF THE WIRELESS SUPPORT STRUCTURE.

19 "MUNICIPALITY." ANY CITY OF THE FIRST, SECOND, SECOND CLASS  
20 A OR THIRD CLASS, BOROUGH, INCORPORATED TOWN, TOWNSHIP OF THE  
21 FIRST OR SECOND CLASS, COUNTY OF THE SECOND CLASS THROUGH EIGHTH  
22 CLASS, HOME RULE MUNICIPALITY OR ANY SIMILAR GENERAL PURPOSE  
23 UNIT OF GOVERNMENT WHICH SHALL HEREAFTER BE CREATED BY THE  
24 GENERAL ASSEMBLY THAT HAS ADOPTED LAND USE OR ZONING  
25 REGULATIONS.

26 "PENNSYLVANIA MUNICIPALITIES PLANNING CODE." THE ACT OF JULY  
27 31, 1968 (P.L.805, NO.247), KNOWN AS THE PENNSYLVANIA  
28 MUNICIPALITIES PLANNING CODE.

29 "REPLACEMENT." THE REPLACEMENT OF EXISTING WIRELESS  
30 TELECOMMUNICATIONS FACILITIES ON AN EXISTING WIRELESS SUPPORT

1 STRUCTURE OR WITHIN AN EXISTING EQUIPMENT COMPOUND DUE TO  
2 MAINTENANCE, REPAIR OR TECHNOLOGICAL ADVANCEMENT WITH EQUIPMENT  
3 COMPOSED OF THE SAME WIND LOADING AND STRUCTURAL LOADING THAT IS  
4 SUBSTANTIALLY SIMILAR IN SIZE, WEIGHT AND HEIGHT AS THE WIRELESS  
5 TELECOMMUNICATIONS FACILITIES INITIALLY INSTALLED AND THAT DOES  
6 NOT SUBSTANTIALLY CHANGE THE PHYSICAL DIMENSIONS OF THE EXISTING  
7 WIRELESS SUPPORT STRUCTURE.

8 "SUBSTANTIAL CHANGE" OR "SUBSTANTIALLY CHANGE."

9 (1) ANY INCREASE IN THE HEIGHT OF THE WIRELESS SUPPORT  
10 STRUCTURE BY MORE THAN 10%, OR BY THE HEIGHT OF ONE  
11 ADDITIONAL ANTENNA ARRAY WITH SEPARATION FROM THE NEAREST  
12 EXISTING ANTENNA NOT TO EXCEED 20 FEET, WHICHEVER IS GREATER,  
13 EXCEPT THAT THE MOUNTING OF THE PROPOSED WIRELESS  
14 TELECOMMUNICATIONS FACILITY MAY EXCEED THE SIZE LIMITS SET  
15 FORTH IN THIS PARAGRAPH IF NECESSARY TO AVOID INTERFERENCE  
16 WITH EXISTING ANTENNAS.

17 (2) ANY FURTHER INCREASE IN THE HEIGHT OF A WIRELESS  
18 SUPPORT STRUCTURE WHICH HAS ALREADY BEEN EXTENDED BY MORE  
19 THAN 10% OF ITS ORIGINALLY APPROVED HEIGHT OR BY THE HEIGHT  
20 OF ONE ADDITIONAL ANTENNA ARRAY IN ACCORDANCE WITH THE  
21 PROVISIONS OF THIS ACT SHALL NOT OCCUR WITHOUT MUNICIPAL  
22 APPROVAL.

23 "WATER TOWER." A STANDPIPE OR AN ELEVATED TANK SITUATED ON A  
24 SUPPORT STRUCTURE, BOTH OF WHICH SHALL BE CONSTRUCTED OF STEEL,  
25 HAVE A HEIGHT OF AT LEAST 75 FEET AND BE USED AS A RESERVOIR OR  
26 FACILITY TO DELIVER WATER.

27 "WIRELESS SUPPORT STRUCTURE." A FREESTANDING STRUCTURE, SUCH  
28 AS A GUYED OR SELF-SUPPORTING MONOPOLE OR TOWER, ELECTRICAL  
29 TRANSMISSION TOWER, WATER TOWER OR OTHER STRUCTURE NOT  
30 CLASSIFIED AS A WIRELESS SUPPORT STRUCTURE, THAT COULD SUPPORT

1 THE PLACEMENT OR INSTALLATION OF WIRELESS TELECOMMUNICATIONS  
2 FACILITIES IF APPROVED BY THE MUNICIPALITY.

3 "WIRELESS TELECOMMUNICATIONS FACILITY." THE SET OF EQUIPMENT  
4 AND NETWORK COMPONENTS, INCLUDING ANTENNAS, TRANSMITTERS,  
5 RECEIVERS, BASE STATIONS, CABLING AND ACCESSORY EQUIPMENT, USED  
6 TO PROVIDE WIRELESS DATA AND TELECOMMUNICATIONS SERVICES. THE  
7 TERM SHALL NOT INCLUDE THE WIRELESS SUPPORT STRUCTURE.

8 SECTION 3. REGULATION OF WIRELESS SUPPORT STRUCTURES.

9 (A) LIMITATIONS.--MUNICIPALITIES THAT HAVE ADOPTED ZONING  
10 ORDINANCES AND LAND USE REGULATIONS FOR THE PLACEMENT OF  
11 WIRELESS SUPPORT STRUCTURES MAY NOT REQUIRE ANY ADDITIONAL  
12 REQUIREMENTS ON THE APPLICANT FOR THE COLLOCATION ON A WIRELESS  
13 SUPPORT STRUCTURE OR THE MODIFICATION OF A WIRELESS  
14 TELECOMMUNICATIONS FACILITY THAT HAS THE FORCE OR EFFECT OF:

15 (1) REGULATING THE COLLOCATION, REPLACEMENT OR  
16 MODIFICATION OF ANTENNAS, ACCESSORY EQUIPMENT OR WIRELESS  
17 TELECOMMUNICATIONS FACILITIES UPON AN EXISTING WIRELESS  
18 SUPPORT STRUCTURE OR WITHIN AN EXISTING EQUIPMENT COMPOUND.

19 (2) IMPOSING ADDITIONAL COSTS, EXCEPT THE APPROPRIATE  
20 AND REASONABLE PERMIT FEES, OR OPERATING RESTRICTIONS ON AN  
21 APPLICANT FOR THE REPLACEMENT, COLLOCATION OR MODIFICATION OF  
22 WIRELESS TELECOMMUNICATIONS FACILITIES UPON EXISTING WIRELESS  
23 SUPPORT STRUCTURES OR WITHIN EXISTING EQUIPMENT COMPOUNDS.

24 (3) REQUIRING PAYMENT OF A ZONING PERMIT FEE TO  
25 ACCOMPANY ANY APPLICATION, THE AMOUNT OF WHICH FEE IS IN  
26 EXCESS OF THE MUNICIPALITY'S ACTUAL, REASONABLE COSTS TO  
27 REVIEW AND PROCESS THE APPLICATION OR \$1,000, WHICHEVER IS  
28 LESS.

29 (4) REQUIRING AN APPLICANT TO PROVIDE JUSTIFICATION FOR  
30 RADIO FREQUENCY NEED.

1           (5) ACTING TO PROHIBIT OR HAVE THE EFFECT OF PROHIBITING  
2 THE PROVISION OF MOBILE SERVICE AS PROVIDED IN 47 U.S.C. §332  
3 (C) (7) (B) (I) (RELATING TO REGULATORY TREATMENT OF MOBILE  
4 SERVICES).

5           (6) REQUIRING AN APPLICANT TO JUSTIFY THE NEED FOR OR  
6 THE TECHNICAL, BUSINESS OR SERVICE CHARACTERISTICS OF THE  
7 PROPOSED WIRELESS TELECOMMUNICATIONS FACILITIES.

8           (B) (RESERVED).

9 SECTION 4. PROCESSING OF APPLICATIONS.

10          (A) GENERAL RULE.--NOTWITHSTANDING THE PENNSYLVANIA  
11 MUNICIPALITIES PLANNING CODE OR OTHER LAND USE OR ZONING  
12 ORDINANCES OR REGULATIONS, AN APPLICATION FOR REPLACEMENT,  
13 COLLOCATION OR MODIFICATION OF A WIRELESS TELECOMMUNICATIONS  
14 FACILITY OR WIRELESS SUPPORT STRUCTURE ENTITLED TO PROCESSING  
15 UNDER THIS SECTION SHALL BE REVIEWED FOR CONFORMANCE WITH THE  
16 MUNICIPALITY'S APPLICABLE BUILDING PERMIT REQUIREMENTS,  
17 INCLUDING REQUIREMENTS APPLICABLE TO THE ADDED STRUCTURAL  
18 LOADING OF THE PROPOSED ANTENNAS AND ACCESSORY EQUIPMENT, BUT  
19 SHALL NOT BE SUBJECT TO THE ISSUANCE OF NEW ZONING OR LAND USE  
20 APPROVALS OR REVIEW BEYOND THE INITIAL ZONING OR LAND USE  
21 APPROVALS ISSUED FOR THE PREVIOUSLY APPROVED WIRELESS SUPPORT  
22 STRUCTURE OR WIRELESS TELECOMMUNICATIONS FACILITY. REPLACEMENT  
23 OF WIRELESS TELECOMMUNICATIONS FACILITIES ON EXISTING WIRELESS  
24 SUPPORT STRUCTURES OR WITHIN EXISTING EQUIPMENT COMPOUNDS MAY BE  
25 PERFORMED BY THE APPLICANT WITHOUT OBTAINING BUILDING OR ZONING  
26 PERMITS FROM THE MUNICIPALITY.

27          (B) APPLICATIONS.--AN APPLICATION SHALL BE DEEMED COMPLETE  
28 WHEN ALL DOCUMENTS, INFORMATION AND FEES SPECIFICALLY ENUMERATED  
29 IN THE MUNICIPALITY'S REGULATIONS, ORDINANCES AND FORMS  
30 PERTAINING TO THE LOCATION, MODIFICATION OR OPERATION OF

1 WIRELESS TELECOMMUNICATIONS FACILITIES ARE SUBMITTED BY THE  
2 APPLICANT TO THE MUNICIPALITY. THE FOLLOWING SHALL APPLY:

3 (1) WITHIN 30 CALENDAR DAYS OF THE DATE AN APPLICATION  
4 FOR MODIFICATION OR COLLOCATION IS FILED WITH THE  
5 MUNICIPALITY, THE MUNICIPALITY SHALL NOTIFY THE APPLICANT IN  
6 WRITING OF ANY INFORMATION REQUIRED TO COMPLETE THE  
7 APPLICATION. IF ADDITIONAL INFORMATION IS REQUIRED TO  
8 COMPLETE THE APPLICATION, THE TIME REQUIRED BY THE APPLICANT  
9 TO PROVIDE THE INFORMATION SHALL NOT BE COUNTED TOWARD THE 90  
10 CALENDAR DAY REVIEW PERIOD UNDER PARAGRAPH (2).

11 (2) WITHIN 90 CALENDAR DAYS OF THE DATE AN APPLICATION  
12 FOR MODIFICATION OR COLLOCATION OF A WIRELESS  
13 TELECOMMUNICATIONS FACILITY IS FILED WITH THE MUNICIPALITY,  
14 UNLESS ANOTHER DATE IS SPECIFIED IN A WRITTEN AGREEMENT  
15 BETWEEN THE MUNICIPALITY AND THE APPLICANT, THE MUNICIPALITY  
16 SHALL DO ALL OF THE FOLLOWING:

17 (I) MAKE ITS FINAL DECISION TO APPROVE THE  
18 APPLICATION.

19 (II) ADVISE THE APPLICANT IN WRITING OF ITS FINAL  
20 DECISION.

21 (3) IF THE MUNICIPALITY FAILS TO ACT UPON AN APPLICATION  
22 FOR THE MODIFICATION OR COLLOCATION OF WIRELESS  
23 TELECOMMUNICATIONS FACILITIES WITHIN 90 CALENDAR DAYS AS  
24 PROVIDED UNDER PARAGRAPH (2), THE APPLICATION SHALL BE DEEMED  
25 APPROVED. IF A MUNICIPALITY HAS ADVISED THE APPLICANT IN  
26 WRITING THAT ADDITIONAL INFORMATION IS REQUIRED TO COMPLETE  
27 THE APPLICATION PURSUANT TO PARAGRAPH (1), THE TIME REQUIRED  
28 BY THE APPLICANT TO PROVIDE THE INFORMATION SHALL NOT BE  
29 COUNTED TOWARD THE 90-DAY PERIOD WITHIN WHICH THE  
30 MUNICIPALITY'S FAILURE TO ACT SHALL RESULT IN A DEEMED

1 APPROVAL.

2 (C) REQUIREMENTS.--THE PROCESS UNDER THIS SECTION SHALL APPLY  
3 TO ALL APPLICATIONS FOR MODIFICATION, REPLACEMENT AND  
4 COLLOCATION THAT MEET ALL OF THE FOLLOWING REQUIREMENTS:

5 (1) THE PROPOSED COLLOCATION, MODIFICATION OR  
6 REPLACEMENT MAY NOT SUBSTANTIALLY CHANGE THE PHYSICAL  
7 DIMENSIONS OF THE WIRELESS SUPPORT STRUCTURE TO WHICH THE  
8 WIRELESS TELECOMMUNICATIONS FACILITIES ARE TO BE ATTACHED.

9 (2) THE PROPOSED COLLOCATION, MODIFICATION OR  
10 REPLACEMENT MAY NOT FURTHER INCREASE THE HEIGHT OF A WIRELESS  
11 SUPPORT STRUCTURE WHICH HAD ALREADY BEEN EXTENDED BY MORE  
12 THAN 10% OF ITS ORIGINALLY APPROVED HEIGHT OR BY THE HEIGHT  
13 OF ONE ADDITIONAL ANTENNA ARRAY; PROVIDED, HOWEVER, THAT  
14 NOTHING HEREIN SHALL PRECLUDE AN APPLICANT FROM FURTHER  
15 INCREASING THE HEIGHT OF A WIRELESS SUPPORT STRUCTURE WHICH  
16 HAD ALREADY BEEN EXTENDED BY MORE THAN 10% OF ITS ORIGINALLY  
17 APPROVED HEIGHT OR BY THE HEIGHT OF ONE ADDITIONAL ANTENNA  
18 ARRAY IF PERMITTED AND APPROVED BY THE MUNICIPALITY.

19 (3) THE PROPOSED COLLOCATION, MODIFICATION OR  
20 REPLACEMENT MAY NOT INCREASE THE DIMENSIONS OF THE EQUIPMENT  
21 COMPOUND APPROVED BY THE MUNICIPALITY.

22 (4) THE PROPOSED COLLOCATION, MODIFICATION OR  
23 REPLACEMENT COMPLIES WITH APPLICABLE CONDITIONS OF APPROVAL  
24 APPLIED TO THE INITIAL WIRELESS TELECOMMUNICATIONS  
25 FACILITIES, EQUIPMENT COMPOUND AND WIRELESS SUPPORT  
26 STRUCTURE.

27 (5) THE PROPOSED COLLOCATION, MODIFICATION OR  
28 REPLACEMENT MAY NOT EXCEED THE APPLICABLE WIND LOADING AND  
29 STRUCTURAL LOADING REQUIREMENTS FOR THE WIRELESS SUPPORT  
30 STRUCTURE.

1 SECTION 5. ENFORCEMENT.

2 (A) APPEAL.--ANY PERSON ADVERSELY AFFECTED BY ANY FINAL  
3 ACTION OR FAILURE TO ACT BY A MUNICIPALITY THAT IS INCONSISTENT  
4 WITH THE PROVISIONS OF THIS ACT MAY, WITHIN 30 DAYS AFTER THE  
5 ACTION OR FAILURE TO ACT, COMMENCE AN ACTION OR AN APPEAL IN THE  
6 COURT OF COMMON PLEAS OF THE COUNTY WHERE THE WIRELESS SUPPORT  
7 STRUCTURE AND WIRELESS TELECOMMUNICATIONS FACILITY IS LOCATED.

8 (B) HEARING.--THE COURT SHALL HEAR AND DECIDE THE ACTION ON  
9 AN EXPEDITED BASIS AND IN ACCORDANCE WITH THE PROCEDURES  
10 ESTABLISHED BY THE MUNICIPALITIES PLANNING CODE, 2 PA.C.S. CHS.  
11 5 SUBCH. A (RELATING TO PRACTICE AND PROCEDURE OF COMMONWEALTH  
12 AGENCIES) AND 7 SUBCH. A (RELATING TO JUDICIAL REVIEW OF  
13 COMMONWEALTH AGENCY ACTION) OR THE JUDICIARY ACT REPEALER ACT,  
14 AS THE CASE MAY BE, FOR THE DISPOSITION OF LAND USE APPEALS.

15 SECTION 6. PRESERVATION OF LOCAL GOVERNING AUTHORITY.

16 NOTWITHSTANDING ANY OTHER LAW, NOTHING IN THIS ACT SHALL BE  
17 CONSTRUED TO:

18 (1) LIMIT OR PREEMPT THE SCOPE OF A MUNICIPALITY'S  
19 REVIEW OF ZONING, LAND USE OR PERMIT APPLICATIONS FOR THE  
20 SITING OF WIRELESS SUPPORT STRUCTURES.

21 (2) PREVENT A MUNICIPALITY FROM EXERCISING ITS ZONING  
22 POWER, AS PROVIDED FOR UNDER THE PENNSYLVANIA MUNICIPALITIES  
23 PLANNING CODE, MUNICIPAL CHARTER, MUNICIPAL ENABLING ACT OR  
24 OTHER ZONING OR LAND USE ORDINANCE OR REGULATION.

25 (3) PREVENT A MUNICIPALITY FROM REGULATING ANY  
26 MODIFICATION OR COLLOCATION THAT SUBSTANTIALLY CHANGES AN  
27 EXISTING WIRELESS SUPPORT STRUCTURE THAT IS INCONSISTENT WITH  
28 THIS ACT.

29 SECTION 7. EFFECTIVE DATE.

30 THIS ACT SHALL TAKE EFFECT IN 60 DAYS.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .059 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved  
0579-0335

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

1. NA  
Work Initiation  
Document Number

2. 02 / 20 / 2013  
MM DD YYYY

WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT

**SECTION 1**

3. TYPE OF WORK INITIATION DOCUMENT (mark all that apply):

Private Property     Temporary     Non-Private Property    Assign to These Special Groups

Adjacent Landowner     Amendment to a Work Initiation Doc.     Amendment to Existing Work Initiation Doc.

a. \_\_\_\_\_  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

**SECTION 2**

4. Cooperator's Name    Smith    Louis    F  
Last    First    Middle

5. Cooperator's Address    1580 Paoli Pike    West Chester  
Street    City

Where will work be performed?  
(give address or directions, if different from above)    On all township owned properties

6. Business/Farm/Ranch/or Common Name    East Goshen Township    7. PA    19380  
State    ZIP Code

8. Owner's or Representative's Name    \_\_\_\_\_    9. 610 - 692 - 7171  
(if different from Cooperator's)    Cooperator Telephone Number

10. Owner's or Representative's Address    \_\_\_\_\_  
(if different from Cooperator's)    Street    City    State    ZIP Code

**SECTION 3**

11. WS Employee and Work Location Information:	12. Land Class Information:	13. Adjoining Property Work Information Document Number(s):	14. Species Information:												
<u>Jason Wood</u> WS Employee Name  <u>Chester</u> County  <u>PA</u> State	<table border="1"> <tr> <th>Land Class</th> <th>Acres</th> </tr> <tr> <td>1. <u>Gov't Local</u></td> <td><u>400</u></td> </tr> <tr> <td>2. _____</td> <td>_____</td> </tr> <tr> <td>3. _____</td> <td>_____</td> </tr> <tr> <td>4. _____</td> <td>_____</td> </tr> <tr> <td colspan="2">Total Acres <u>400</u></td> </tr> </table>	Land Class	Acres	1. <u>Gov't Local</u>	<u>400</u>	2. _____	_____	3. _____	_____	4. _____	_____	Total Acres <u>400</u>		1. _____ 2. _____ 3. _____ 4. _____	1. <u>Canada goose</u> 2. _____ 3. _____ 4. _____ <input type="checkbox"/> 15. If box is checked, attachment lists additional species.
Land Class	Acres														
1. <u>Gov't Local</u>	<u>400</u>														
2. _____	_____														
3. _____	_____														
4. _____	_____														
Total Acres <u>400</u>															

**SECTION 4**

16. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Section 3 Item 14. (and Item 15., if applicable), I, the undersigned cooperator or cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices:

COMPONENTS: 1. nets    2. hand caught    3. corral/drive trap  
 4. \_\_\_\_\_    5. \_\_\_\_\_    6. \_\_\_\_\_

If box is marked, an attachment lists additional methods or devices.

**SECTION 5**

17. I, the cooperator or cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS, (to include its officers, employees and agents) will: exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 14. (and Item 15., if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS, WS, will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.

**SECTION 6**

18. In consideration of these understandings and of the benefits to be derived, I, the cooperator or cooperator's representative, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document, any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 14. (and Item 15., if applicable) unless such use of said toxicant is agreed to by APHIS in writing.

SPECIAL CONSIDERATIONS:  
GPS: N 39.99137, W -75.54879

SIGNATURE AND TITLE (Landowner, Lessee, or Administrator)	TELEPHONE NUMBER	ADDRESS	DATE
 APHIS Representative Digitally signed by Jason M. Wood Reason: I am the author of this document Date: 2013.02.22 11:52:44 -05'00'	570-739-1216	152 Schuylkill Mountain Road Schuylkill Haven, PA 17972	02-20-13

**COOPERATIVE SERVICE AGREEMENT**  
**Between**  
**EAST GOSHEN TOWNSHIP (EGT)**  
**and the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, oEGTanizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and EGT agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. EGT will provide the U.S. Department of Agriculture the sum of **\$4,999.14** to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. EGT ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
6. EGT certifies that APHIS WS has advised EGT that there may be private sector service providers available to provide wildlife management services that EGT is seeking from APHIS WS.
7. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective **March 1, 2013** and shall continue in effect until **September 30, 2013** or upon the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event that EGT does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 23-6005479

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

USDA-APHIS-Wildlife Services  
PO Box 60827  
Harrisburg, PA 17106-0827  
717-236-9541

\_\_\_\_\_  
Louis F. Smith, Jr., Township Manager      Date

\_\_\_\_\_  
State Director      Date

## WORK PLAN

### Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426–426b) and the Act of December 22, 1987 (101 Stat. 1329–331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1–7 of the WS Program Final Environmental Impact Statement. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

**Wildlife Species:** Canada geese

**Description of Damage:** Damage caused by Canada geese at EGT includes excessive droppings, overgrazing of landscaping and natural vegetation, noise disturbances, and threats to public drinking water supplies.

**Location:** West Chester Chester East Goshen PA  
Town County Township State

**Location type (circle):** Rural or Urban

**Services Provided:** The goal of APHIS–WS is to manage the damage caused by wildlife by implementing integrated wildlife damage management programs. EGT will continue to enforce a no feeding of waterfowl policy. EGT will be responsible for conducting harassment and deterrent strategies to reduce the presence of Canada geese on the property within the legal guidelines of the Pennsylvania Code and regulations set forth by the U.S. Fish and Wildlife Service. EGT personnel will also conduct treatment of Canada goose nests and eggs under registration with the U.S. Fish and Wildlife Service. WS professionals will also be available to provide technical assistance at the request of EGT at any time.

During summer 2013, WS will conduct two site visits to assess the local abundance of Canada geese and whether geese have molted flight feathers on the property. In consultation with EGT, WS will determine whether a population roundup is necessary. If warranted, WS will conduct a roundup and removal of up to 300 Canada geese, or 50% of the local Canada goose population. This agreement includes allotment of funding from EGT for processing of Canada geese that are removed during a roundup so that the meat will be donated for charitable food distribution.

The above WS activities are fully provided for in the PGC Bureau of Wildlife Protection (Depredation /Collecting) Permit and U.S. Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

**FINANCIAL PLAN**

Personnel Costs.....	\$1,654.54
Travel & Vehicle Usage.....	\$566.50
Supplies & Equipment.....	\$2,083.00
Subtotal (Direct Costs) .....	\$4,304.04
Program Support.....	\$695.10
TOTAL .....	<b>\$4,999.14</b>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$4,999.14**

**Beginning October 1, 2012 USDA APHIS WS implemented a new financial management system. This system will automatically process and forward invoices to the cooperator for payment. The cooperator will have 2 options for billing frequency: monthly or quarterly. Please CIRCLE your desired billing option below:**

**MONTHLY BILLING**

**QUARTERLY BILLING**

**Please note that invoices will be processed at the above selected frequency and will include all expenses that have posted to the system at that time. It is possible that these invoices may vary significantly depending upon what expenses are listed when the invoice is processed.**

**Financial Point of Contact**

EGT:	_____	_____
	Cooperator	Phone
APHIS-WS:	_____	_____
	Daisy Marrero Budget Analyst	717-236-9451 Phone

Work and Financial Plan prepared by: \_\_\_\_\_ J. Wood \_\_\_\_\_

**EAST GOSHEN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2013-68**

**A RESOLUTION SUPPORTING THE ESTABLISHMENT  
OF THE FRIENDS OF EAST GOSHEN**

**WHEREAS**, section 1540 of the Second Class Township Code allows the Board of Supervisors to appropriate monies for “township celebrations or civic projects or programs”; and

**WHEREAS**, the June 21, 2005 Comprehensive Plan recommends that the Township take steps to “Develop and Promote recreational activities for a diverse population”; and

**WHEREAS**, the October 2010 Final Report of the Township Advisory Group recommends that the Township take steps to “Establish a formal sponsorship program for all Park and Recreation events and a targeted campaign to obtain sponsors”; and

**WHEREAS**, the Board of Supervisors has determined that the most effective way to accomplish these objectives is to support the establishment of a 501c3 not for profit corporation called the “Friends of East Goshen”; and

**WHEREAS**, the Friends of East Goshen would “provide financial support for the preservation and improvement of township parks, recreation facilities, open space, historical structures, and activities that improve the quality of life for township residents and the community at large.” and

**WHEREAS**, the Friends of East Goshen will incur federal and state filing fees and advertising and administrative costs during the process to become a 501c3 not for profit corporation.

**BE IT RESOLVED THAT** the Board of Supervisors of the East Goshen Township hereby authorize the expenditure of the funds required to pay the federal and state filing fees and advertising and administrative costs in order for the Friends of East Goshen to become a 501c3 not for profit corporation.

(Signatures on next page)

**RESOLVED AND ADOPTED**, this 5<sup>h</sup> day of March, 2013.

ATTEST:

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Secretary

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

**Buckley, Brion, McGuire,  
Morris & Sommer LLP**

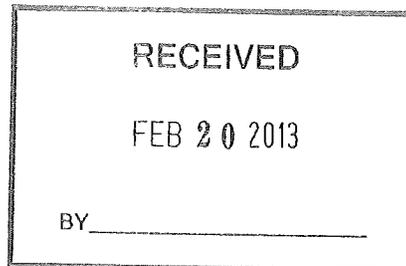
ATTORNEYS AT LAW

118 W. Market Street, Suite 300  
West Chester, PA 19382-2928  
www.buckleyllp.com

Kristin S. Camp  
(610) 436-4400 Ext.105  
(610) 436-8305 FAX  
kcamp@buckleyllp.com

February 18, 2013

Louis F. Smith, Jr., Manager  
EAST GOSHEN TOWNSHIP  
1580 Paoli Pike  
West Chester, PA 19380



Re: Memorandum/Notice of Lease between East Goshen Township and Liberty Towers, LLC

Dear Rick:

Enclosed please find two execution copies of the above-referenced document which has been signed by Liberty Towers, LLC. If you recall, AT&T, who is going to lease antenna space on a tower leased by Liberty Towers, has requested that there be a public record of the fact that the Township has granted to Liberty Towers an easement for access to the tower across Parcel 53-4-78.1E. The original Memorandum of Lease which was recorded only referenced the parcel where the tower is located (TPN 53-4-77.1E). Rather than have the Township execute a new easement agreement in favor of AT&T, I thought it was easier to have a new Memorandum of Lease recorded which identifies both parcels owned by the Township. The remainder of the Memorandum/Notice of Lease is identical to the one which was previously signed.

Please have Senya D. Isayeff, as Chairman of the Board of Supervisors, sign the two Memoranda of Lease which I have enclosed herein before a Notary and return them directly to Richard Lemanowicz, Esquire, in the envelope provided.

If you have any questions on this matter, please advise.

Very truly yours,

A handwritten signature in cursive script that reads "Kristin S. Camp".

Kristin S. Camp

KSC/akf  
Enclosures

PREPARED BY AND UPON  
RECORDATION PLEASE RETURN TO:

John W. Wolfe, Esq.  
Cameron & Mittleman, LLP  
~~56 Exchange Terrace~~ 301 Promenade St.  
Providence, R.I. 02903 02908  
(401) 331-5700, ex. 330

Tax ID Nos.: 53-004-0077.010E & 53-004-0078.010E

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MEMORANDUM/NOTICE OF LEASE

Site Name/Location: PA504/East Goshen  
1580 Paoli Pike, West Chester, PA 19380

This Memorandum/Notice of Lease, dated as of February 8, 2013, evidences that a Land Lease Agreement (the "Lease") dated as of January 24, 2012, was made and written between the Township of East Goshen ("Lessor"), with an address at 1580 Paoli Pike, West Chester, PA 19380, and LIBERTY TOWERS, LLC ("Lessee"), a Delaware limited liability company with an address at 51 Monroe Street, Plaza East 7, Rockville, Maryland 20850-2343, and the terms and conditions of such Lease are incorporated herein by this reference. Nothing in this Memorandum/Notice of Lease shall be deemed to modify, amend, limit, or otherwise affect the terms and conditions of the Lease. In the event of any inconsistency between the terms of this Memorandum/Notice of Lease and the terms of the Lease, the terms of the Lease shall control.

Such Lease provides in part that Lessor leases to Lessee certain parcels of real property located at 1580 Paoli Pike, Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, more particularly described in Exhibit A attached hereto (the "Tower Site"). The Tower Site is situated within larger parcels of real property owned by Lessor and more particularly described in Exhibit A-1 attached hereto. Pursuant to the Lease, Lessor has also granted to Lessee an easement for non-exclusive rights of access to the Tower Site and for electric and telephone facilities to the Tower Site. The Lease term shall commence on the earlier of the date (the "Commencement Date") that: (i) Lessee begins construction of the Communications Facility (as such term is defined in the Lease) at the Tower Site, or (ii) is six (6) months after the date that Lessee receives all Approvals (as such term is defined in the Lease) necessary for the construction of the Communications Facility, and ends on the 10<sup>th</sup> anniversary of such Commencement Date. Such term is subject to one ( 1 ) additional ten (10) year extension period, and one (1) additional nine (9) year and eleven (11) month extension period.

Upon the cancellation, termination or expiration of the Lease, Lessee will make, execute and deliver to Lessor an instrument releasing this Memorandum/Notice of Lease, which instrument shall in form and substance be satisfactory to Lessor and shall be in recordable form.

Lessee does hereby make, constitute and appoint Lessor Lessee's true and lawful attorney-in-fact for the limited, specific and exclusive purpose of executing, delivering and recording a termination of this Memorandum/Notice of Lease in the event that Lessee has not signed and returned to Lessor, within ten (10) business days after the cancellation, termination or expiration of the Lease in accordance with the terms thereof, a signed termination of this Memorandum/Notice of Lease. This power of attorney is coupled with an interest and shall be irrevocable until this Memorandum/Notice of Lease has been validly released of record. The power of attorney set forth in this paragraph is hereby expressly limited to the specific matters and rights set forth in such paragraph.

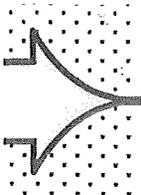
This Memorandum/Notice of Lease may be executed in counterparts, each of which, when executed, shall be deemed an original instrument, but all of which taken together shall constitute one and the same agreement. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

IN WITNESS WHEREOF, the parties have executed the Memorandum/Notice of Lease as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED IN  
THE PRESENCE OF:**

**LESSOR:**

East Goshen Township



\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Name: Senya D. Isayeff

Title: Chairman, Board of Supervisors

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED IN  
THE PRESENCE OF:**

**LESSEE:**

LIBERTY TOWERS, LLC

Nancy B. Castell  
Print Name: Nancy Castell

By: B. Eric Sivertsen  
Name: B. ERIC SIVERTSEN  
Title: CEO

**ACKNOWLEDGEMENT**

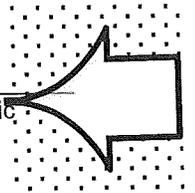
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CHESTER

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose in his/her capacity as the \_\_\_\_\_ of \_\_\_\_\_.

(official seal)

\_\_\_\_\_  
(type or print name)  
My commission expires:

Notary Public



**ACKNOWLEDGEMENT**

STATE/Commonwealth of MARYLAND  
COUNTY OF MONTGOMERY

On this 8th day of February, 2013, before me, the undersigned notary public, personally appeared B. ERIC SIVERTSEN, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose in his/her capacity as the CEO of Liberty Towers, LLC.

(official seal)

Nancy A. Castelle  
(type or print name)  
My commission expires:

Nancy A. Castelle Notary Public  
NOTARY PUBLIC, STATE OF MARYLAND  
MONTGOMERY COUNTY  
MY COMMISSION EXPIRES 10-16-13

**EXHIBIT A**

**DESCRIPTION OF TOWER SITE**

That certain 205,630 square foot parcel or tract of land, together with non-exclusive easements for access 24 hours a day, seven days a week and for utilities services and facilities, located in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, and more particularly described as follows:

**[See attached Plan of the Tower Site and Easements]**

The Tower Site is located within a larger parcel(s) or tract(s) of land located in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania: (i) which is owned by the Township of East Goshen; and (ii) which is more particularly described in Exhibit A-1, attached hereto and by this reference made a part hereof.







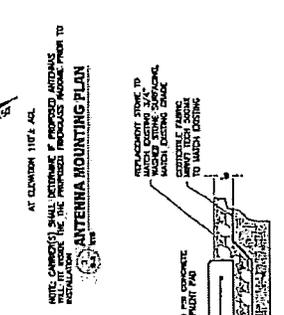
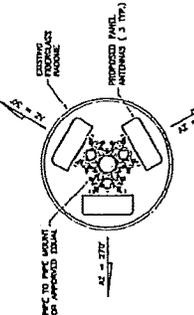
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DATE: 03/15/11  
 DRAWN BY: J. BUNTING  
 CHECKED BY: P. J.

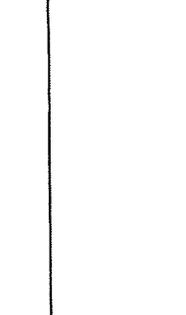
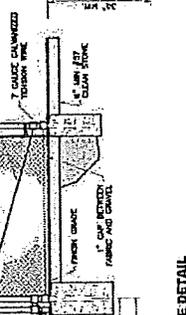
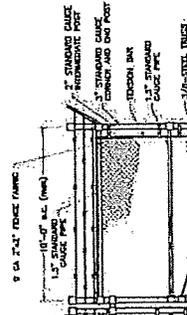
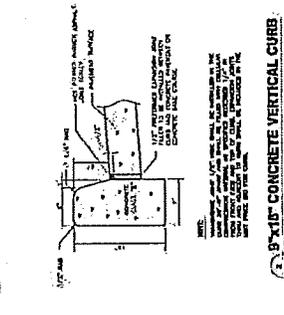
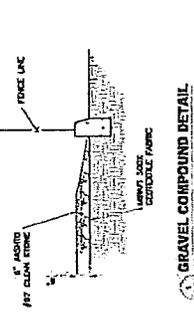
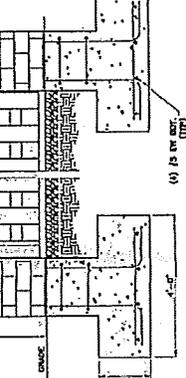
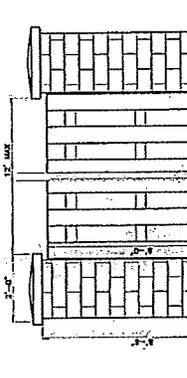
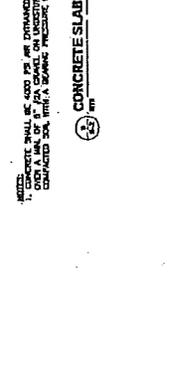
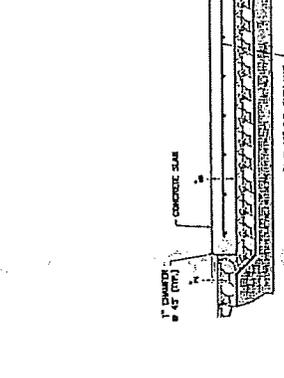
**EAST COSHEN**  
 1500 PAOLI PIKE  
 WEST CHESTER, PA  
 19380  
 CHESTER COUNTY

**CONSTRUCTION DETAILS AND NOTES**

**S-2**



- CONCRETE GENERAL NOTES:**
1. ALL CONCRETE WORK SHALL CONFORM TO ALL THE FOLLOWING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND TO THE PROJECT SPECIFICATIONS. MATERIALS SHALL BE AS SPECIFIED UNLESS OTHERWISE NOTED. MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE ENGINEER BEFORE USE.
  2. ALL CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE APPROVED OF THE STRUCTURAL ENGINEER.
  3. ALL FORMWORK SHALL BE RIGIDLY BRACED TO WITHSTAND THE FULL WEIGHT OF THE CONCRETE AND ALL ADJACENT LOADS.
  4. ALL FORMWORK SHALL BE CLEANED AND OILED BEFORE USE.
  5. ALL FORMWORK SHALL BE REMOVED AS SOON AS THE CONCRETE IS CAPABLE OF SUPPORTING ITS OWN WEIGHT AND ALL ADJACENT LOADS.
  6. CONCRETE SHALL BE CURED AS SPECIFIED.



- GENERAL NOTES:**
1. ALL CONCRETE SHALL BE 4000 PSI OR EQUIVALENT CONCRETE PLACED ON COMPACTED SUB WITH A FINISH FINISH OF 1/2 INCH.
  2. ALL FORMWORK SHALL BE RIGIDLY BRACED TO WITHSTAND THE FULL WEIGHT OF THE CONCRETE AND ALL ADJACENT LOADS.
  3. ALL FORMWORK SHALL BE CLEANED AND OILED BEFORE USE.
  4. ALL FORMWORK SHALL BE REMOVED AS SOON AS THE CONCRETE IS CAPABLE OF SUPPORTING ITS OWN WEIGHT AND ALL ADJACENT LOADS.
  5. ALL CONCRETE SHALL BE CURED AS SPECIFIED.
  6. ALL CONCRETE SHALL BE FINISHED WITHIN THE APPROVED OF THE STRUCTURAL ENGINEER.
  7. ALL CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE APPROVED OF THE STRUCTURAL ENGINEER.
  8. ALL CONCRETE SHALL BE APPROVED BY THE ARCHITECT AND THE ENGINEER BEFORE USE.
  9. ALL CONCRETE SHALL BE APPROVED BY THE ARCHITECT AND THE ENGINEER BEFORE USE.
  10. ALL CONCRETE SHALL BE APPROVED BY THE ARCHITECT AND THE ENGINEER BEFORE USE.

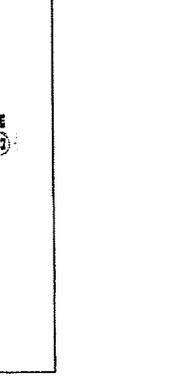
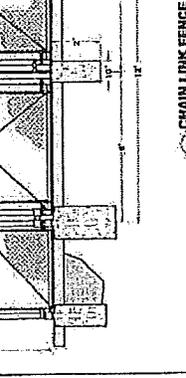
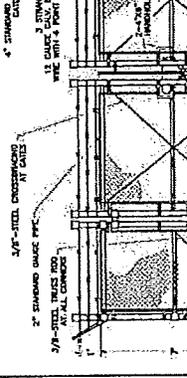
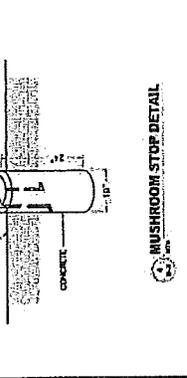
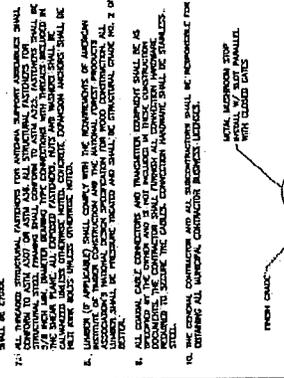


EXHIBIT A-1

DESCRIPTION OF LARGER PARCEL OF PROPERTY  
WITHIN WHICH TOWER SITE IS LOCATED

Those certain lots or parcels of real property with a street address of 1580 Paoli Pike located in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, bounded and described as follows:

Parcel 53-004-0077.010E

ALL that certain land in the Township of East Goshen, County of Chester and Commonwealth of Pennsylvania described as follows:

METES and bounds description, part of APN# 53-004-007.00, part of Tax Map Parcel 53-04-77, lands now or formerly Safeway, Inc., Lot A, Part of Lot 2, to the title and legal right-of-way line, East Goshen Township, Chester County, Commonwealth of Pennsylvania.

BEGINNING at an iron pin with cap on the Southeasterly title and legal right-of-way line of Paoli Pike (also known as State Road, also known as S.R. 2014, also known as L.R. 143, variable width right-of-way) at its intersection with the dividing line between APN# 53-004-0077.00, Tax Map Parcel 53-04-77, Lot A, lands now or formerly Safeway, Inc., and APN# 53-004-0078.01E, Tax Map Parcel 53-04-78.1, lands now or formerly Township of East Goshen and from said point of beginning running; thence

- 1) Along the dividing line between APN# 53-004-0077.00, Tax Map Parcel 53-04-77, Lot A, and APN# 53-004-078.01 E, Tax Map Parcel 53-04-78.1, South 36 degrees 18 minutes 36 seconds East, a distance of 116.03 feet to an iron pin; thence
  - 2) Along the common dividing line between APN# 53-004-0077.00, Tax Map Parcel 53-04-77, Lot A; APN# 53-004-078.01 E, Tax Map Parcel 53-04-78.1 and APN# 53-004-0078.00E, Tax Map Parcel 53-04-78, lands now or formerly West Chester Area School District, South 29 degrees 28 minutes 37 seconds East, a distance of 846.10 feet to a point; thence
  - 3) Along the dividing line between APN# 53-004-0077.00, Tax Map Parcel 53-04-77, Lot A, and APN# 53-004-076.00, Tax Map Parcel 53-04-76, lands now or formerly Hankin Family Limited Partnership, South 86 degrees 34 minutes 39 seconds West, a distance of 128.94 feet to a point; thence
  - 4) Along the dividing line between Lot 2 and Lot 1 through APN# 53-004-0077.00, part of Tax Map Parcel 53-04-77, North 62 degrees 34 minutes 58 seconds West, a distance of 245.34 feet to a point; thence
- The following four (4) courses and distances along the dividing line between Lot A and Lot B through APN# 53-004-0077.00 part of Tax Map Parcel 53-04-77;
- 5) North 27 degrees 25 minutes 02 seconds East, a distance of 145.63 feet to a point; thence
  - 6) North 80 degrees 06 minutes 00 seconds West, a distance of 382.13 feet to a point; thence
  - 7) North 43 degrees 38 minutes 51 seconds East, a distance of 192.98 feet to a point; thence
  - 8) North 46 degrees 21 minutes 09 seconds West, a distance of 241.11 feet to a point on the Southeasterly title and legal right-of-way line of Paoli Pike, thence
  - 9) Along the Southeasterly title and legal right-of-way line of Paoli Pike North 43 degrees 27 minutes 56 seconds East, a distance of 308.32 feet to the point and place of beginning.

Parcel 53-004-0078.010E

ALL THAT CERTAIN parcel of land SITUATE in East Goshen Township, Chester County, Pennsylvania, being shown as 3.5083 acre parcel (after exchange) on Plan of Subdivision for West Chester Area School District and East Goshen Township dated January 11, 1994, and being last revised January 21, 1994 by Chester Valley Engineers, Inc., Paoli, Pennsylvania, and recorded March 30, 1994 as Plan Number 12431 by the Recorder of Deeds for Chester County, Pennsylvania, and being more fully described as follows:

BEGINNING at a corner in common of lands now or late of the West Chester Area School District and lands now or late of East Goshen Township, said point being in the title line of Paoli Pike-S.R. 2014 and being South 47 degrees 25 minutes West 911.51 feet from the intersection of the title line of said Paoli Pike and the title line of Chester Road – S.R. 0352; thence,

1. South 32 Degrees 15 Minutes 00 Seconds East along said lands of West Chester Area School district, a distance of 189.21 feet to a corner thereof; thence
2. South 07 Degrees 22 Minutes 26 Seconds West continuing along said lands, a distance of 277.17 feet to a corner thereof; thence
3. South 47 Degrees 25 Minutes 00 Seconds West continuing along said lands, a distance of 302.95 feet to other lands of East Goshen Township; thence
4. North 25 Degrees 27 Minutes 00 Seconds West along said lands of East Goshen Township, a distance of 230.51 feet to a corner thereof; thence
5. North 32 Degrees 15 Minutes 00 Seconds West continuing along said lands of East Goshen Township, a distance of 146.55 feet to a point in the title line of said Paoli Pike; thence
6. North 47 Degrees 25 Minutes 00 Seconds East along said title line, a distance of 454.89 feet to the POINT OF BEGINNING.

Having an area of 152,820 square feet/3.508 acres more or less.

Being a portion of the same premises which the School District of East Goshen Township, by deed dated May 18, 1966 and recorded in the Office of the Recorder of Deeds in and for the County of Chester in Deed Book Z36, Page 753, granted and conveyed unto the Township of East Goshen, Pennsylvania and the premises which the West Chester Area School District, by Indenture dated May 24, 1994 and recorded in the Office of the Recorder of Deeds in and for the County of Chester in Deed Book 3768, Page 826, granted and conveyed unto the Township of East Goshen.

**INCIDENT REPORT  
2013**

**DRAFT**

January, 2013	East Goshen		Westtown		Thornbury		Total	
	January	YTD	January	YTD	January	YTD	January	YTD
	ASSIST OTHER AGENCIES	0	0	0	0	0	0	19
911 HANG-UP	9	9	10	10	0	0	19	19
ALARM-FIRE	16	16	5	5	4	4	25	25
ALARM-POLICE	31	31	19	19	11	11	61	61
ALL OTHER -THREATS	0	0	1	1	0	0	1	1
ALL OTHER OFFENSES • UTTERING	1	1	0	0	0	0	1	1
ALL OTHER OFFENSES -TRESPASSING	1	1	0	0	0	0	1	1
ALL OTHER OFFENSES -FALSE FIRE ALARM	0	0	1	1	0	0	1	1
ALL OTHER ORDINANCE VIOLATIONS	0	0	1	1	0	0	1	1
ALL OTHER VANDALISM	0	0	1	1	0	0	1	1
ALL OTHER - VIOLATION PAROLE/PROBATION	0	0	1	1	0	0	1	1
AMBULANCE	87	87	22	22	6	6	115	115
AMBULANCE-MEDICAL FACILITY	77	77	25	25	0	0	102	102
ANIMAL COMPLAINTS -BARKING DOGS	0	0	1	1	0	0	1	1
ANIMAL COMPLAINTS -LOST/FOUND	3	3	1	1	2	2	6	6
ANIMAL COMPLAINTS -OTHER	5	5	6	6	0	0	11	11
ANIMAL COMPLAINTS -STRAY ANIMALS	0	0	0	0	1	1	1	1
ASSAULT -ATROCIOUS- HAND, FIST, FEET	0	0	2	2	0	0	2	2
ASSAULTS - OTHER ASSAULTS (SIMPLE)	0	0	1	1	0	0	1	1
ASSIST OTHER AGENCIES -FIRE DEPT.	1	1	0	0	0	0	1	1
ASSIST OTHER AGENCIES - OTHER POLICE	5	5	4	4	1	1	10	10
ASSISTING OTHER AGENCIES -ALL OTHERS	1	1	0	0	0	0	1	1
CIVIL DISPUTE	2	2	2	2	0	0	4	4
CRIMINAL MISCHIEF -ALL OTHER	1	1	1	1	0	0	2	2
CRIMINAL MISCHIEF TO AUTOMOBILES	1	1	0	0	0	0	1	1
CUSTODY DISPUTE	2	2	1	1	1	1	4	4
DISABLED VEHICLE	5	5	5	5	3	3	13	13
DISORDERLY CONDUCT-DISTURBING THE PEACE	8	8	2	2	1	1	11	11
DISTURBANCES-DOMESTIC	7	7	4	4	0	0	11	11
DISTURBANCES-JUNEVILE	0	0	1	1	0	0	1	1
DISTURBANCES-OTHER (FIGHTS,DISPUTES,ETC)	5	5	8	8	0	0	13	13
DRIVE UNDER INFLUENCE-ALCOHOL-IMPAIRED	1	1	1	1	0	0	2	2
DRIVING UNDER THE INFLUENCE- ALCOHOL	2	2	1	1	0	0	3	3
DRUG VIOLATIONS	6	6	3	3	0	0	9	9
ERRATIC DRIVER	7	7	18	18	3	3	28	28

INCIDENT REPORT  
2013

	East Goshen		Westtown		Thornbury		Total	
	January	YTD	January	YTD	January	YTD	January	YTD
January, 2013								
ESCORT - CIVIL	0	0	3	3	0	0	3	3
FIRES (EXCLUDING ARSON)	8	8	2	2	1	1	11	11
FOLLOW UP INFORMATION	9	9	14	14	1	1	24	24
FRAUD	2	2	0	0	0	0	2	2
FRAUD -CREDIT CARDS	2	2	5	5	0	0	7	7
FRAUD-ALL OTHER(FLIM FLAM,CONFIDENCE	1	1	0	0	0	0	1	1
GENERAL REPORTS - EAST GOSHEN	50	50	0	0	0	0	50	50
GENERAL REPORTS - THORNBURY	0	0	2	2	9	9	11	11
GENERAL REPORTS - WESTTOWN	0	0	33	33	0	0	33	33
HARRASMENT	0	0	0	0	1	1	1	1
HARRASMENT BY COMMUNICATION	3	3	8	8	0	0	11	11
HUNTING CALLS	0	0	1	1	1	1	2	2
KEYS LOCKED IN VEHICLE	7	7	6	6	2	2	15	15
LIQUOR LAW-UNDERAGE-PURCH,CONSP,POSSESS	1	1	1	1	1	1	3	3
LOST & FOUND -FOUND ARTICLES	2	2	2	2	0	0	4	4
LOST & FOUND • MISSING JUVENILE MALE	1	1	0	0	0	0	1	1
MENTAL HEALTH	6	6	2	2	0	0	8	8
NEIGHBOR DISPUTE	1	1	0	0	0	0	1	1
OFFENSES AGAINST FAMILY - CHILD ABUSE	0	0	1	1	0	0	1	1
POLICE INFORMATION	7	7	10	10	0	0	17	17
PUBLIC DRINKENESS	0	0	1	1	0	0	1	1
SEX OFFENSES - REPORTS	1	1	0	0	0	0	1	1
STOLEN PROPERTY-REPORTS (RECOVERY)	1	1	0	0	0	0	1	1
SUICIDES	1	1	0	0	0	0	1	1
SUSPICIOUS PERSONS,AUTOS,CIRCUMSTANCES	25	25	17	17	10	10	52	52
THEFT-\$200 & OVER-ALL OTHER	1	1	1	1	1	1	3	3
THEFT-\$200 & OVER-AUTO ACCESSORIES	0	0	1	1	0	0	1	1
THEFT-\$200 & OVER-FROM AUTO (EXCEPT 0615)	0	0	2	2	1	1	3	3
THEFT-\$200 & OVER-FROM BUILDINGS	1	1	3	3	0	0	4	4
THEFT-\$200 & OVER-RETAIL THEFT	1	1	0	0	0	0	1	1
THEFT-\$50 TO \$200-ALL OTHER	0	0	0	0	1	1	1	1
THEFT-\$50 TO \$200-FROM AUTO (EXCEPT 0625)	0	0	0	0	1	1	1	1
THEFT-\$50 TO \$200-FROM BUILDINGS	1	1	0	0	0	0	1	1
THEFT-ATTEMPTED-RETAIL THEFT	0	0	0	0	1	1	1	1
THEFT-UNDER \$50-ALL OTHER	1	1	0	0	0	0	1	1
THEFT-UNDER \$50-AUTO PARTS & ACCESSORIES	1	1	0	0	0	0	1	1
THEFT-UNDER \$50-FROM AUTO (EXCEPT 0635)	0	0	1	1	0	0	1	1

**INCIDENT REPORT  
2013**

	East Goshen		Westtown		Thornbury		Total	
	January	YTD	January	YTD	January	YTD	January	YTD
	January, 2013							
THEFT-UNDER \$50-RETAIL THEFT	0	0	2	2	2	2	4	4
TRAFFIC & PARKING PROBLEMS	8	8	8	8	2	2	18	18
TRAFFIC ACCIDENT	1	1	0	0	1	1	2	2
TRAFFIC ACCIDENT- HIT AND RUN	1	1	0	0	0	0	1	1
TRAFFIC ACCIDENT -INJURIES	3	3	1	1	0	0	4	4
TRAFFIC ACCIDENT -PROPERTY DAMAGE	25	25	41	41	5	5	71	71
TRAFFIC ENFORCEMENT- WARNINGS	82	82	83	83	26	26	191	191
TRAFFIC OFFENSES	1	1	1	1	0	0	2	2
TRAFFIC RELATED-OTHER TRAFFIC	1	1	4	4	1	1	6	6
TRAFFIC RELATED -SIGNALS-SIGNS OUT	1	1	2	2	0	0	3	3
TRAFFIC RELATED SERVICES- REPORTS	1	1	0	0	0	0	1	1
TWP ORO-ABANDONED VEH (INCLUDING STATE)	1	1	0	0	0	0	1	1
TWP ORO-SOLICITING	3	3	0	0	1	1	4	4
UNAUTHORIZED USE OF A MV	1	1	0	0	0	0	1	1
UNLAWFUL ENTRY-NO FORCE-RESIDENCE-DAY	1	1	0	0	0	0	1	1
WARRANTS-OUTSIDE AGENCY-ASSIST	0	0	1	1	0	0	1	1
WARRANTS-OUTSIDE AGENCY-SERVICE	0	0	2	2	0	0	2	2
WELLBEING CHECK	11	11	4	4	0	0	15	15
WIRES AND POLES DOWN	2	2	1	1	2	2	5	5
<b>TOTAL</b>	<b>561</b>	<b>561</b>	<b>414</b>	<b>414</b>	<b>104</b>	<b>104</b>	<b>1098</b>	<b>1098</b>



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**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
1580 PAOLI PIKE  
February 19, 2013  
Draft Minutes**

**Present:** Chairman Senya D. Isayeff, Vice-Chairman Carmen Battavio and Supervisors Marty Shane, Thom Clapper and Chuck Proctor. Also present were Township Manager Rick Smith, CFO Jon Altshul, Zoning Officer Mark Gordon, Kathryn Yahraes (Historical Commission), Erich Meyer (Park & Rec), Al Zuccarello (Commerce Commission and Planning Commission), Ginnie Newlin (Conservancy Board), Susan Carty (Planning Commission) and Interim WEGO Police Chief Gene Dooley.

**Call to Order & Pledge of Allegiance**

Senya called the meeting to order at 7:00pm and asked Al Zuccarello to lead everyone in the Pledge of Allegiance.

**Moment of Silence**

Carmen Battavio called for a moment of silence to remember the troops.

**Recording of Meeting**

No resident recorded the meeting.

**Public Comment on Non-Agenda Items**

None.

**Chairman's Report**

None.

**Police Report**

Chuck Proctor reported the next Police Commission meeting would be held on February 20 at 5:30pm. There has been more of an increase in the number of thefts from unlocked vehicles since his last report. Crimes involving theft of credit cards and the "granny scam" are also increasing. A new license plate scanning device, purchased with federal grant money, is helping police to identify stolen vehicles. There will be a DEA National Take-Back Initiative for unneeded and expired prescription drugs on April 27 at the Giant on Boot Road.

Marty asked again for the police report to show side-by-side comparisons of the different municipalities. Chuck said he would bring it up again at the Police Commission meeting. Rick said changing the report format per Marty's request would involve manual work. The Board discussed this briefly but no decision was made.

**Goshen Fire Company Report**

None.

1 **Malvern Fire Company Report**

2 Malvern responded to 2 incidents in East Goshen during January – an automatic fire alarm and a  
3 structural fire.

4  
5 **Fire Marshal Report**

6 Carmen gave a verbal report of activities for the month of January. On February 23 he will be  
7 attending a State Fire Marshal training course in Coatesville.

8  
9 **New Kent II Land Development Plan**

10 Neal Fisher of the Hankin Group was present. Hankin plans to add another building containing  
11 12 apartments to the complex near the existing tennis courts. Their last addition to the complex,  
12 which is LEED-Certified Gold, has been a success and was completely leased within 2 months.  
13 The new building they plan to add will also be LEED-Certified Gold.

14  
15 Hankin is also making upgrades to existing apartments throughout the complex as tenants move  
16 out or choose to upgrade their units in exchange for higher rent. Carmen asked if there are plans  
17 to retrofit existing units with sprinklers. Mr. Fisher said not at this time.

18  
19 Marty asked about the location of the 10 reserve parking spaces and Mr. Fisher explained where  
20 they would be located.

21  
22 Carmen suggested Hankin consider looking into adding bus service to the complex by working  
23 with the Chester County Department of Aging. Mr. Fisher said that was a good idea, and he  
24 would bring it up with his employer. The Board discussed with Mr. Fisher the possibility of  
25 making this a condition of approval. Mr. Fisher preferred it not be a condition, but agreed to  
26 send a letter to Mark Gordon stating that the Hankin Group will look into the feasibility of  
27 adding public transportation for seniors to the complex.

28  
29 Carmen moved to approve the Preliminary/Final Land Development Plan of the Hankin Group to  
30 construct one new apartment building and associated parking as depicted within the plans titled  
31 New Kent Apartments II dated 10/9/12 and last revised on 1/28/13 with the following conditions:

- 32  
33 1. The applicant shall address all remaining comments outlined in the Township  
34 Engineer's review letter dated 1/31/13 prior to approval.
- 35 2. The applicant will follow all applicable federal, state and local laws and secure all  
36 proper permits prior to construction of the improvements depicted on the plans.
- 37 3. The Plan shall not be released for recording until all escrow for the improvements  
38 depicted on the plans has been posted.
- 39 4. The applicant shall pay 10% of the sewer tap-in fee to reserve the sewer capacity for  
40 the project prior to the plans being released for recording.
- 41 5. The applicant shall pay an impact fee of \$396.25 per trip for the project prior to the  
42 issuance of a building permit.
- 43 6. The applicant will address the comments in the Fire Marshal's review letter.
- 44 7. The applicant shall revise the plans to address the items listed in the Chester County  
45 Conservation District adequacy letter prior to the plans being released for recording.
- 46

1 Marty seconded the motion.

2  
3 Carmen requested that Mr. Fisher also look into the possibility of “a stipend” that would help  
4 offset the cost of sending ambulances and police to the complex each time an elderly person  
5 falls.

6  
7 *Public Comment: Tacuma Bethea, Cider Knoll* – Recommended that Hankin contact the County  
8 Office of Services for the *Aging* (COSA) when they research adding public transportation for  
9 seniors to the complex.

10  
11 There was no further discussion or public comment. The Board voted unanimously to approve  
12 the motion.

13  
14 **Police Report from Lt. Jim DiCave**

15 Lt. DiCave reported there were 561 calls for service from East Goshen during January. Theft  
16 from unlocked cars continues to be a growing problem. He also advised residents to keep their  
17 garage doors down.

18  
19 **Financial Report**

20 Jon Altshul reported that as of January 31 the General Fund had a positive variance of \$147,206  
21 compared to the monthly budget. Expenses for snow removal and road maintenance were both  
22 under budget, while revenue from EIT and Real Estate Transfer Taxes were both over budget.  
23 The auditors from Maillie, Falconiero & Company will be coming on February 25.

24  
25 **Building Inspector Vacancy**

26 Mark Gordon was present to discuss the recommendation in his memo of February 14 that the  
27 Township Code Department maintain a staff of two full-time licensed Building Inspectors. By  
28 filling the position left vacant by Mike Merwin, the Township will have adequate resources to  
29 address all aspects of code enforcement in an efficient manner while providing the excellent  
30 customer service and responsiveness for which East Goshen is known. Furthermore, the  
31 numbers compiled by Jon Altshul show that having a full-time Township employee will be more  
32 cost effective than relying on a Yerkes employee to help with the workload. Mark added that  
33 Mike Merwin will be sorely missed, and praised him for doing an outstanding job for the  
34 Township and its residents while he worked for East Goshen.

35  
36 Carmen moved to authorize staff to begin the search process for a licensed Building Inspector to  
37 fill the vacant position. The staff should provide a recommendation to the Board of Supervisors  
38 before offering the job to a candidate. Marty seconded the motion.

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

42  
43 **Name Change for Commerce Development Commission**

44 Al Zuccarello was present to discuss his request that the Commerce Development Commission  
45 be permitted to make a final name modification to become the Commerce Commission. The

1 members of this ABC unanimously support this change to make their name simpler and less  
2 confusing to their business constituents.

3  
4 Marty said he supports the name change but would prefer it be changed to something that is  
5 more descriptive of what the group actually does.

6  
7 Carmen moved to adopt Resolution 2013-64 changing the name of the Commerce Development  
8 Commission to the "Commerce Commission." Chuck seconded the motion. There was no  
9 further discussion or public comment. The Board voted unanimously (4:0) to approve the  
10 motion. (Carmen Battavio was out of the room when the vote was taken.)

### 11 12 **CCATO Spring Conference**

13 Each Supervisor will contact Rick Smith to let him know of their attendance plans for the  
14 conference.

### 15 16 **Refuse & Recycling**

17 Rick said he would like to have the Township graduate student intern, Amber Cifrese, conduct a  
18 statistically valid survey to find out what the residents want in regard to trash service. It is his  
19 opinion that the Township would be remiss in not taking advantage of this resource to get  
20 feedback from residents. Jon Altshul said the entire survey process would take approximately  
21 two months from start to finish, and because the intern is already on Board, the Township's only  
22 real cost would be for postage.

23  
24 Carmen said he agreed with Rick's suggestion because he would like more information from  
25 residents on what would best meet their needs.

26  
27 Marty said he also agreed, because he wants more information before making a decision. He  
28 agreed with Rick that it would be most appropriate to conduct a survey now while the Township  
29 has a very capable individual available to do the work at no additional cost.

30  
31 Thom said that even though he requires trash pickup only once per week, he is willing to pay for  
32 pickup twice per week, if that is what the survey says most households require.

33  
34 Senya would like to hold off on the survey and have the staff research what other local  
35 municipalities are doing in regard to trash service. Having this information will help the  
36 Township formulate good questions if a survey is conducted. Jon said he could have this  
37 information available for the Board's March 5 meeting.

### 38 39 **Any Other Matter**

40 None.

### 41 42 **Review of Minutes**

43 The Board reviewed and corrected the draft minutes of February 5. Senya stated the minutes  
44 would stand as corrected.

1 *Public Comment: Tacuma Bethea, Cider Knoll* – Had questions on why the Township staff  
2 wants to hire the insurance consultant Bob Hall, which Jon and the Board answered.

3  
4 **Treasurer's Report & Expenditure Register Report**

5 *See attached Treasurer's Report for February 14, 2013.*

6 The Board reviewed the Treasurer's Report and the current invoices. Thom moved to accept the  
7 Treasurer's Report and the Expenditure Register Report as recommended by the Treasurer, to  
8 accept the receipts and to authorize payment of the invoices just reviewed. Carmen seconded the  
9 motion. There was no discussion or public comment. The Board voted unanimously to approve  
10 the motion.

11  
12 **Action List**

13 **Comp Plan** – The Task Force has been created, and the kick-off meeting is scheduled for  
14 February 25.

15 **Light Fixtures at Municipal Complex** – The work has been sent out for bid. Bids will be opened  
16 on March 12.

17 **Comp Plan Goals for ABCs** – A memo has been sent to all ABCs requesting quarterly reports on  
18 their progress toward Comp Plan goals.

19  
20 **Correspondence & Dates of Importance**

21 Senya acknowledged receipt of the following:

- 22 • Remedial Action Progress Report prepared by Environmental Alliance on behalf of  
23 Sunoco for the site at 1425 Paoli Pike.
- 24 • Reestablishment plan for the Magisterial Districts within the 15<sup>th</sup> Judicial District.
- 25 • Note from resident John Cavallo commending the Board of Supervisors for not raising  
26 taxes since 2004.
- 27 • Note from resident Craig Nelson commending Public Works employees Mark Miller and  
28 Chaz Linder for prompt, outstanding service.

29  
30 **Meetings & Dates of Importance**

31 Senya noted the upcoming meetings as listed in the agenda.

32  
33 **Public Comment**

34 *Susan Carty* – Suggested that Township staff find out from other municipalities what changes  
35 they made to trash service based on survey results, and how the changes worked out for them.

36  
37 *Ginnie Newlin* – Said she has noticed that residential recycling has increased in her court at  
38 Hershey's Mill.

39  
40 *Tacuma Bethea, Cider Knoll* – Said the Township should encourage residents to recycle  
41 aluminum foil. Thom said that aluminum foil is not accepted by the trash hauler as it's usually  
42 contaminated with food residue.

1 **Adjournment**  
2 There being no further business, the regular meeting was adjourned at 8:55pm.

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9

Anne Meddings  
Recording Secretary  
*Attachment: Treasurer's Report*



February 14, 2013

**TREASURER'S REPORT  
2013 RECEIPTS AND BILLS**

**GENERAL FUND**

Real Estate Tax	\$251,213.32	Accounts Payable	\$349,595.03
Earned Income Tax	\$706,896.39	<u>Electronic Pmts:</u>	
Local Service Tax	\$36,950.37	Health Insurance	\$54,753.00
Transfer Tax	\$51,745.25	Credit Card	\$0.00
General Fund Interest Earned	\$590.30	Postage	\$0.00
Total Other Revenue	\$165,353.09	Debt Service	\$18,138.36
Total Receipts:	<u>\$1,212,748.72</u>	Payroll	\$94,000.00
		Total Expenditures:	<u>\$516,486.39</u>

**STATE LIQUID FUELS FUND**

Receipts	\$0.00	Expenditures:	<u>\$0.00</u>
Interest Earned	\$0.00		
Total State Liquid Fuels:	<u>\$0.00</u>		

**CAPITAL RESERVE**

Interest Earned	<u>\$898.86</u>	Expenditures:	<u>\$0.00</u>
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**TRANSPORTATION FUND**

Interest Earned	<u>\$297.21</u>	Expenditures:	<u>\$0.00</u>
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**SEWER OPERATING**

Receipts	\$223,853.75	Accounts Payable	\$45,203.53
Interest Earned	\$85.66	Debt Service	\$29,774.67
Total Sewer:	<u>\$223,939.41</u>	Total Expenditures:	<u>\$74,978.20</u>

**REFUSE**

Receipts	\$46,979.90	Expenditures	<u>\$63,703.99</u>
Interest Earned	\$45.80		
Total Refuse:	<u>\$47,025.70</u>		

**SEWER CAPITAL RESERVE**

Interest Earned	<u>\$235.71</u>	Expenditures	<u>\$0.00</u>
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**EAST GOSHEN TOWNSHIP  
ACTION LIST**

	New additions are in <b>bold</b>	5-Mar-13
<b>#</b>	<b>Item</b>	<b>Date</b>
ADM 12-05	Comp Plan	5-Mar-13
DPW 07-02	Hershey's Mill Dam	5-Mar-13
ADM 12-4	Applebrook Golf Outings	19-Mar-13
ADM 11-13	Light Fixtures at Municipal Complex	19-Mar-13
FIN 11-05	Quarterly Report Municipal Authority Projects	16-Apr-13
DPW 08-02	Quarterly Financial Reports	16-Apr-13
ADM 09-04	Quarterly Report on I&I	16-Apr-13
ADM 12-06	Quarterly Review of Right to Know Requests	16-Apr-13
ADM 13-01	Comcast Franchise Renewal	16-Apr-13
PCZ 12-01	Comp Plan Goals for ABCs	7-May-13

## EAST GOSHEN TOWNSHIP ACTION ITEM

Item: Comp Plan No: PCZ 12-1

List Date: 2/7/2011 Completed Date:

Description: Update Com Plan

Date	Action
2/7/2012	Consider applying for Vission Partnership Grant. At 2/7 meeting BoS requested Staff develop RFP for Consultant
3/20/2012	Working on RFP
4/17/2012	Working on RFP
5/15/2012	RFP Issued
6/19/2012	Contracted with Brandywine Conservancy on 6/5
7/17/2012	Working on grant application which is due 8/15/12
8/21/2012	VP Grant Application submitted 8/15/12
10/16/2012	CCPC recommended grant for approval
1/15/2013	Contract executed. Memo on task force makeup in 1/15 agenda
2/19/2013	Comp Plan Task created. Kick off meeting scheduled for February 25. 2013
<b>3/5/2013</b>	<b>Verbal Update on 2/25/13 meeting</b>

**EAST GOSHEN TOWNSHIP  
ACTION ITEM**

Item:	<b>Hershey's Mill Dam</b>				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					
<b>Note I have hidden the 2010 comments to save space</b>						
1/3/2011	Update from Neil DeReimer					
2/1/2011	Update from Neil DeReimer					
3/1/2011	Update tabled to 3/8					
3/8/2011	Update from Neil DeReimer					
3/24/2011	American Rivers/NOAH grant denied					
4/5/2011	Update from Neil DeReimer					
5/10/2011	Update from Neil DeReimer					
6/7/2011	Update from Neil DeReimer					
7/12/2011	Update from Neil DeReimer					
8/9/2011	Update from Neil DeReimer					
11/1/2011	Update from Neil DeReimer and see attached					
12/6/2011	Update from Neil DeReimer					
12/9/2011	Submitted grant application to American Rivers (decision by 3/9/12)					
1/3/2012	contacted PADEP about meeting					
2/7/2012	Conference call with DEP scheduled for 2/2/12					
3/7/2012	Contract with Walsh executed on 2/7. Status report attached					
4/3/2012	Status report attached					
5/1/2012	Status report attached					
6/5/2012	Status report attached					
7/3/2012	Status report attached					
8/7/2012	Presentation to BoS. BoS agreed to send 1,000 foot letter and invite residents once rendering is done					
10/2/2012	Presentation - Ok to send plans to DEP					
11/13/2012	Plans sent to DEP					
12/4/2012	Status Report attached					
1/7/2013	Per DEP we should have comments on plans by mid January					
2/5/2013	DEP advised that we need to submit for an NPDES permit and provide them with an O&M Manual. The engineer has submitted the NPDES Application and is preparing the O&M Manual					
3/5/2013	Revised plans sent to DEP on 2/18					



## PPL INTERSTATE ENERGY COMPANY

214 Shoemaker Road  
Pottstown, PA 19464

February 12, 2013

Township Manager/Administrators  
East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380



Dear Representative:

I am writing to let you know about PPL Interstate Energy Company's (PPLIEC) upcoming vegetation clearing project along our pipeline easements in Delaware, Chester, Montgomery and Bucks counties. Based in Pottstown, PPLIEC operates and maintains pipelines that transport oil or natural gas through five counties from Marcus Hook near Philadelphia to the PPL Martins Creek and Lower Mount Bethel Energy power plants north of Easton.

Federal regulations require that we regularly patrol the surface conditions of our pipeline right of ways to inspect for leaks and encroachments that may affect public safety. To fulfill this ongoing obligation, we will be clearing trees, shrubs and structures within the pipeline right of way that could affect pipeline safety, hinder emergency response efforts or affect our ability to conduct pipeline maintenance.

PPLIEC regularly monitors its pipeline by air and vehicle. These methods have proven to be effective in detecting conditions that could affect pipeline safety. Our inspection practices comply with the federal pipeline safety requirements and recommended practices issued by the Pipelines and Informed Planning Alliance (PIPA). PIPA, a collaborative alliance of stakeholders, promotes cleared rights of way for public safety and is sponsored by the U.S. Department of Transportation. More information about PIPA can be found at [www.PIPA-info.com](http://www.PIPA-info.com).

We understand that clearing trees and shrubs may not be popular, but it is an important part of our responsibility to keep the pipeline safe and reliable, and is permitted under our right-of-way agreements. PPLIEC employs qualified tree-trimming companies, whose employees are trained to work safely and to perform this work properly. Our contractors will follow techniques endorsed by the Arbor Day Foundation, while also fulfilling our obligation to keep the right of way clear of trees, shrubs or other encroachments that might interfere with the pipeline's operation or maintenance.

We will use our best efforts to notify all property owners in advance of any vegetation management work and provide information describing the timing and nature of the maintenance that will be conducted.

If you are aware of any planned property improvements or excavation activities that might affect the right of way, please contact us as soon as possible to discuss these plans.

If you have any questions, please feel free to call me at 610-327-5342, or email me at [info@ppliec.com](mailto:info@ppliec.com)

Sincerely,

A handwritten signature in cursive script that reads "Frank Bennett".

Frank Bennett  
Manager-Engineering and Maintenance  
PPL Interstate Energy Company



**pennsylvania**

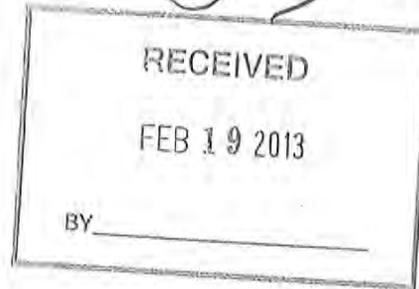
DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF WASTE MANAGEMENT

*5000  
Good Job  
Miller*

February 13, 2013

**FYI**



East Goshen Township  
Attn: Mark Miller  
1580 Paoli Pike  
West Chester, PA 19380

Dear Mr. Miller:

Congratulations! The Department of Environmental Protection has approved your Act 101 Recycling Program Performance Grant in the amount of \$15,148.00. This grant reflects the 1,581.3 tons of residential and commercial materials recycled by your citizens and businesses in calendar year 2010.

You should expect to receive your award within the next four to five weeks. The Department thanks you for your exemplary efforts and encourages you to use your Recycling Performance Grant in support of your municipality's recycling program.

If you have any questions concerning your award or the Recycling Program Performance Grant, please feel free to contact me.

Sincerely,

*Mary Zeigler*

Mary Zeigler  
Administrative Officer