

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
Tuesday, June 3, 2014
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
 - a. Announce Board met in executive session at 6:45 PM to discuss a personnel matter.
 - b. Comp Plan Task Force Update - None
 - c. Friends of East Goshen Update - None
7. Public Hearings
 - a. None
8. Police/EMS Report
 - a. Westtown East Goshen Police – None
 - b. Goshen Fire Co - None
 - c. Malvern Fire Co. – None
 - d. East Goshen Fire Marshal - None
10. Old Business
 - a. [Consider Updated What-If Scenarios](#)
 - b. [Consider Emergency Notification Platform Contract](#)
11. New Business
 - a. [Consider Applebrook Access Road](#)
 - b. [Receive petition from Annette Case for East Goshen to work with Penndot on safer crossing at existing Township Park crossing](#)
 - c. [Consider Chairman’s letter to delinquent sewer/refuse account holders](#)
 - d. [Consider pedestrian crossing at Township Park](#)
 - e. [Consider vegetation at PECO’s substation in East Goshen](#)
12. Any Other Matter
13. Approval of Minutes
 - a. [May 6, 2014](#)
 - b. [May 13, 2014](#)
14. Treasurer’s Report
 - a. [May 29, 2014](#)
15. Review Action List
 - a. [June 3, 2014](#)
16. Correspondence, Reports of Interest
 - a. [Acknowledge Sunoco Remediation Report](#)
 - b. [Acknowledge letter from Dr. and Mrs. Talucci regarding Sunoco Pipeline and Rick Smith’s response](#)
17. Dates of Importance
June 04, 2014 Planning Commission 7:00 PM

June 05, 2014	Park Commission	7:00 PM
June 09, 2014	Municipal Authority	7:00 PM
June 11, 2014	Conservancy Board	7:00 PM
June 12, 2014	Historical Commission	7:00 PM
June 12, 2014	Website Committee	7:00 PM
June 16, 2014	Commerce Commission	7:00 PM
June 17, 2014	Board of Supervisors	7:00 PM
June 18, 2014	Futurist Committee	7:00 PM
June 21, 2014	Community Day	4:00 PM
June 23, 2014	Comp Plan Task Force	7:00 PM
June 24, 2014	Friends of EGT	7:00 PM
June 26, 2014	Website Committee	7:00 PM

Newsletter mailing date approximately June 13
Articles for Fall Newsletter to Nancy by July 7

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.

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Memo

To: Board of Supervisors
From: Jon Altshul
Re: Updated What-If Scenarios
Date: May 21, 2014

At the long-range planning session, the Board directed me to rerun the “What-If” scenarios, with more “realistic” assumptions about grants and/or offsetting revenues that we may be eligible for with the various projects under discussion. Accordingly I have rerun the numbers.

The following revised “What If” scenarios are presented:

1) The “status quo”

- We are on a sustainable financial path over the next decade.

2) We spend \$100,000 in 2015 and 2016 on tree removal for the Emerald Ash Borer (assumes 125 trees at \$1,600 each). This assumes that the 125 trees are removed by a contractor (rather than by Public Works staff). No offsetting grant revenue is assumed.

- We would fall below the 20% fund balance threshold in about 2024.

3) We spend \$150,000 on East Boot Road bridge repair engineering and planning in 2016 \$350,000 on construction in 2017, with the accumulated depreciation of the 30-year asset transferred to the sinking fund annually thereafter. 80% of the engineering and construction costs are offset by state grant revenues in 2017.

- We would fall below the 20% fund balance threshold in about 2024.

4) We incur \$75,000 in costs for a Bike Path feasibility study and construction documents in 2015 and \$212,500 in 2016 and 2017, respectively, for construction and easements. These expenses are offset by a 50% grant for the feasibility study in 2015 and a \$230,000 construction grant in 2017. We also assume that we treat this asset like a street—i.e. we don’t amortize it and pay for repaving and maintenance out of the general fund.

- We would fall below the 20% fund balance threshold in about 2024.

5) We share the cost of a \$250,000 Vac-Truck and a \$300,000 Tub Grinder 50/50 with a partner municipality in 2015; receive a \$30,000 grant for our share of the Vac-Truck in 2015; earn \$8,000 in revenue beginning in 2016 from Tub Grinder mulch sales; and then amortize half the cost of both assets over 15 years.

- We would fall below the 20% fund balance threshold in about 2024.

6) We address the Emerald Ash Borer problem, the bridge repair and the bike path and purchase a Vac Truck and Tub Grinder.

- We would fall below the 20% threshold in about 2021.

Note that while options #2-#6 project us falling below the minimum fund balance threshold of 20% at sometime over the next decade, we would still have ample funding available in the operating reserve fund to ensure that the general fund remains liquid.

Finally, it was suggested that I rerun the “status quo” projection assuming a higher long-range rate of core inflation than 1.7% in 2015 and 2% thereafter (which is roughly in line with professional forecasts). If we assume 3% core inflation in 2015 and 4% core inflation thereafter (and no offsetting increases in revenues, which is unlikely), we would fall below the 20% threshold in about 2022. **See What If Scenario #1a.**

WHAT IF SCENARIO #1 - "Status Quo"

	Revenues	Expenses	Fund Balance	Fund Balance as % of Expenses
2014	9,779,779	9,692,840	4,441,142	45.8%
2015	9,752,909	9,909,113	4,284,938	43.2%
2016	9,871,390	9,929,766	4,226,562	42.6%
2017	10,038,974	10,171,053	4,094,484	40.3%
2018	10,218,249	10,426,024	3,886,709	37.3%
2019	10,386,303	10,724,758	3,548,255	33.1%
2020	10,548,227	10,726,121	3,370,361	31.4%
2021	10,682,317	10,909,438	3,143,239	28.8%
2022	10,845,634	11,086,394	2,902,479	26.2%
2023	11,017,125	11,292,340	2,627,264	23.3%
2024	11,189,189	11,491,341	2,325,113	20.2%

What If Scenario #2 - Emerald Ash Borer*

	Revenues	Expenses	Fund Balance	Fund Balance as % of Expenses
2014	9,779,779	9,692,840	4,441,142	45.8%
2015	9,752,909	10,009,113	4,184,938	41.8%
2016	9,871,390	10,029,766	4,026,562	40.1%
2017	10,038,974	10,171,053	3,894,484	38.3%
2018	10,218,249	10,426,024	3,686,709	35.4%
2019	10,386,303	10,724,758	3,348,255	31.2%
2020	10,548,227	10,726,121	3,170,361	29.6%
2021	10,682,317	10,909,438	2,943,239	27.0%
2022	10,845,634	11,086,394	2,702,479	24.4%
2023	11,017,125	11,292,340	2,427,264	21.5%
2024	11,189,189	11,491,341	2,125,113	18.5% Below 20%

* \$100,000 for tree removal expenses in 2015 and 2016

What If Scenario #3 - East Boot Road Bridge Rehab*

	Revenues	Expenses	Fund Balance	Fund Balance as % of Expenses	
2014	9,779,779	9,692,840	4,441,142	45.8%	
2015	9,752,909	9,909,113	4,284,938	43.2%	
2016	9,871,390	10,079,766	4,076,562	40.4%	
2017	10,438,974	10,521,053	3,994,484	38.0%	
2018	10,218,249	10,442,690	3,770,042	36.1%	
2019	10,386,303	10,741,841	3,414,505	31.8%	
2020	10,548,227	10,743,632	3,219,100	30.0%	
2021	10,682,317	10,927,387	2,974,030	27.2%	
2022	10,845,634	11,104,791	2,714,874	24.4%	
2023	11,017,125	11,311,197	2,420,802	21.4%	
2024	11,189,189	11,510,669	2,099,322	18.2%	Below 20%

* \$500,000 transfer to Sinking Fund in 2017 for bridge repair, plus amortization of asset over 30 years thereafter. Assumes 80% state grant received in 2017.

What If Scenario #4 - Paoli Pike Bike Path*

	Revenues	Expenses	Fund Balance	Fund Balance as % of Expenses	
2014	9,779,779	9,692,840	4,441,142	45.8%	
2015	9,790,409	9,984,113	4,247,438	42.5%	
2016	9,871,390	10,142,266	3,976,562	39.2%	
2017	10,268,974	10,383,553	3,861,984	37.2%	
2018	10,218,249	10,426,024	3,654,209	35.0%	
2019	10,386,303	10,724,758	3,315,755	30.9%	
2020	10,548,227	10,726,121	3,137,861	29.3%	
2021	10,682,317	10,909,438	2,910,739	26.7%	
2022	10,845,634	11,086,394	2,669,979	24.1%	
2023	11,017,125	11,292,340	2,394,764	21.2%	
2024	11,189,189	11,491,341	2,092,613	18.2%	Below 20%

* \$75,000 for feasibility study in 2015 (offset by 50% grant) and \$212,500 in 2016 & 2017 for construction (offset by \$230,000 grant in 2017). No amortization of asset.

What If Scenario #5 - Vac-Truck and Tub Grinder in 2015*

	Revenues	Expenses	Fund Balance	Fund Balance as % of Expenses	
2014	9,779,779	9,692,840	4,441,142	45.8%	
2015	9,782,909	10,184,113	4,039,938	39.7%	
2016	9,879,390	9,948,099	3,971,229	39.9%	
2017	10,046,974	10,189,845	3,828,359	37.6%	
2018	10,226,249	10,445,285	3,609,323	34.6%	
2019	10,394,303	10,744,501	3,259,125	30.3%	
2020	10,556,227	10,746,358	3,068,995	28.6%	
2021	10,690,317	10,930,181	2,829,131	25.9%	
2022	10,853,634	11,107,655	2,575,110	23.2%	
2023	11,025,125	11,314,133	2,286,102	20.2%	
2024	11,197,189	11,513,678	1,969,613	17.1%	Below 20%

* Half of costs of \$250,000 for Vac Truck and \$300,000 for Tub Grinder in 2015, amortized over 15 years beginning in 2016. Offset by \$30,000 grant for the Vac Truck in 2015 and \$8,000 in revenue from mulch sales beginning in 2016.

What If Scenario #6 - Combines Emerald Ash Borer, Bike Path, East Boot Road Bridge, Vac-Truck and Tub Grinder scenarios

	Revenues	Expenses	Fund Balance	Fund Balance as % of Expenses	
2014	9,779,779	9,692,840	4,441,142	45.8%	
2015	9,820,409	10,359,113	3,902,438	37.7%	
2016	9,879,390	10,410,599	3,371,229	32.4%	
2017	10,676,974	10,752,345	3,295,859	30.7%	
2018	10,226,249	10,478,619	3,043,489	29.0%	
2019	10,394,303	10,778,667	2,659,125	24.7%	
2020	10,556,227	10,781,379	2,433,974	22.6%	
2021	10,690,317	10,966,077	2,158,213	19.7%	Below 20%
2022	10,853,634	11,144,449	1,867,399	16.8%	Below 20%
2023	11,025,125	11,351,846	1,540,678	13.6%	Below 20%
2024	11,197,189	11,552,334	1,185,532	10.3%	Below 20%

**WHAT IF SCENARIO #1a - "Status Quo"*
With higher inflation projections**

	Revenues	Expenses	Fund Balance	Fund Balance as % of Expenses	
2014	9,779,779	9,692,840	4,441,142	45.8%	
2015	9,767,495	9,941,300	4,267,337	42.9%	
2016	9,911,799	10,013,226	4,165,910	41.6%	
2017	10,106,666	10,306,270	3,966,306	38.5%	
2018	10,314,748	10,616,238	3,664,816	34.5%	
2019	10,513,201	10,973,161	3,204,856	29.2%	
2020	10,707,187	11,036,054	2,875,989	26.1%	
2021	10,870,396	11,278,041	2,468,344	21.9%	
2022	11,065,986	11,518,368	2,015,962	17.5%	below 20%
2023	11,271,031	11,790,834	1,496,159	12.7%	below 20%
2024	11,477,751	12,058,719	915,191	7.6%	below 20%

* Assumes 3% inflation in 2015 and 4% thereafter.

Memo

To: Board of Supervisors
From: Jon Altshul
Re: Consider emergency notification platform contract
Date: May 28, 2014

I have received telephone quotes from three vendors for an emergency notification platform, as detailed below. Each platform offers essentially the same service, allowing the Township to send robocalls/voice messages to landlines in the Township alerting residents and businesses to important developments. The platforms would not pick up all numbers—e.g. phone companies will not provide unlisted numbers—but each platform would likely allow us to contact a majority of households in the Township.

Each platform also allows us to send messages to specific subgroups—e.g. all Bow Tree residents about a sewer main break on Eldridge Drive or all households with delinquent real estate taxes—in addition to the Township as a whole.

All interfaces appear to be equally user-friendly. In addition, all three platforms would allow residents to voluntarily provide their cell phone numbers and email addresses if they wish to receive notifications through these different channels, in addition to their unlisted land lines.

1) **Blackboard Connect, Washington, DC**—\$13,333 (\$1.65 per household) if contract executed before June 30; \$16,162 (\$2.00 per household) if contract executed after June 30. This plan allows for unlimited calls and would be a one year contract.

Blackboard provides services in West Chester Borough and West Goshen Township, as well as Lower Providence Township and East Norriton Township in Montgomery Township. It received very positive references from these clients.

2) **Cassidian Communications, Franklin, TN**—\$16,230 in year one; \$14,730 in years 2 and 3 for unlimited calls. Note that Cassidian only obtains land line numbers through Verizon, which means that it would likely have a smaller footprint than the other two platforms.

3) **Emergency Notification System CodeRed, Ormond Beach, FL**—\$11,246 for unlimited emergency calls and 23,750 calling minutes for non emergency calls (or approximately 3 minutes per household per year). This is a one-year contract. “Emergencies” are broadly defined as situations that could cause dangers to life or property, but, according to the sales rep, would include cancelled trash collection, as it is a potential public health emergency. If we go over our non-emergency limit, we can purchase additional minutes at about \$.45/minute. The issue of exceeding the non-emergency minutes ceiling was not a major concern expressed by the existing CodeRed clients that we spoke with.

In addition to requesting data from the phone companies, CodeRed also maintains its own database of landline and cell phone numbers, meaning that CodeRed may have the largest footprints of the three.

Emergency Notification System has a smaller presence in southeastern Pennsylvania than Blackboard, but it appears to have a large presence in New Jersey. Chadds Ford was the only area municipality that

uses the service. As with Blackboard, it received very positive references from its clients. I have attached materials about CodeRed to this memo.

Note that no funds were budgeted in 2014 for this purpose.

Also, note that West Chester Area School District uses the School Messenger communication platform, which is designed for school districts, not municipalities. Because parents typically provide districts with their home phone, cell phone and email address when they register their children and because geocoding is less of an issue for school-related communications than municipal communications, communication platforms for municipalities are fundamentally different than for school districts.

Recommendation: If the Board decides to contract for this service in 2014, staff would recommend that we contract with Emergency Notification System for its CodeRed platform.

CODE RED®

Alert. Inform. Affect Lives.

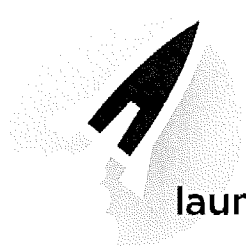
Proposal presented to
Township of East Goshen, PA
on May 9, 2014.



select
audience



record



launch



notify

ECN®

Emergency Communications Network

BOB WOOD ACCOUNT REPRESENTATIVE

TEL 866 939 0911 x147
EMAIL bwood@ecnetwork.com
WEB ecnetwork.com
OFFICE 9 Sunshine Blvd. Ormond Beach, FL 32174

866-939-0911 | ecnetwork.com

Find us





Welcome to **Emergency Communications Network!**

Company Highlights

● Experience

Our company has been in the critical communications business for over a decade, pioneering technology that has delivered more than 1 billion life-saving messages. In 2013 alone, our clients used our notification solutions to deliver more than 100 million telephone calls. Our robust network platform was built to support thousands of users.

The staff at ECN has maintained a laser-like focus on building and maintaining the most reliable and robust network infrastructure in the industry while simultaneously providing the highest level of client support. Putting the experience we've gained to use for our clients' benefit has been at the core of our commitment to our system users.

● Ease of Use

Our systems are designed to be easy to use, even under the most strenuous of conditions. Messages can be launched by authorized users via telephone or Internet, from anywhere at any time. During Hurricanes Irene and Sandy, ECN set up dozens of new clients, quickly and effortlessly loading data and completing training for those who would be using the system – all in advance of the storm. ECN has the ability to and has successfully helped clients have a CodeRED system up and running in hours.

● Dialing

ECN's dialing facilities are located in four separate redundant locations throughout the U.S., including Atlanta, Dallas, Las Vegas and Ormond Beach. These locations were hand-selected to ensure high availability levels as they are in separate sections of the U.S. power grid system. ECN maintains complete control over dialing, never outsourcing service to a third party.

ECN can provide and successfully execute an "ALL CALL," an opportunity for clients to test the system and contact all citizens in the initial database. ECN utilizes a proprietary "call randomizer technology" that randomly places calls into a selected area, reducing central office overload.

● Redundancy

Outside of dialing, ECN is triple redundant in all other aspects of its infrastructure. Physical redundancies allow equipment in each location to perform alone if severed from others. Web, mapping, database, dialing, FTP and SMTP services are provided across multiple servers in multiple locations. A secure, private VPN provides networking services between secure facilities. ECN also employs Servers Alive monitoring software and self-healing, redundant proprietary algorithms.



Emergency Communications Network

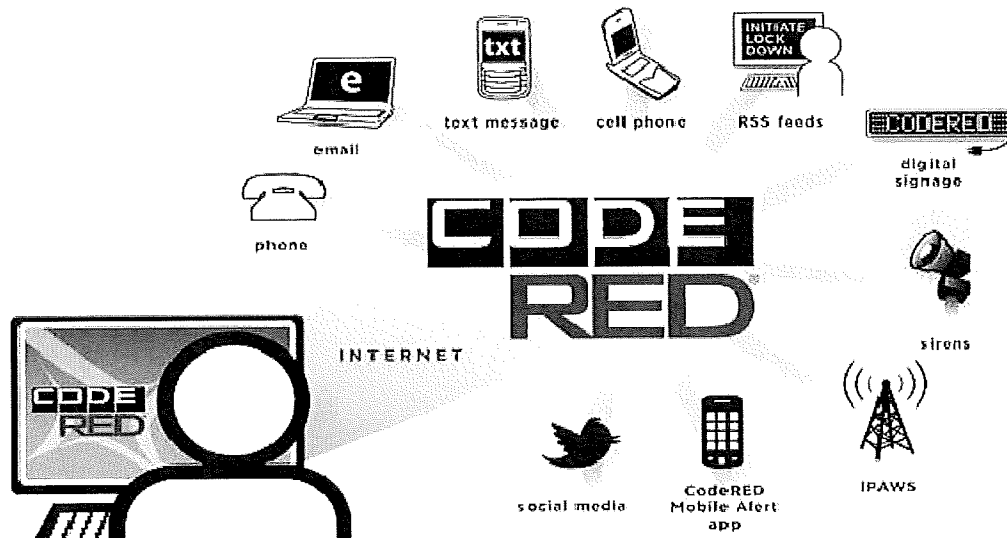
Emergency Communications Network Inc. (ECN) has developed affordable notification services capable of reaching thousands of citizens in minutes. ECN has been in the critical communications business for over a decade, pioneering technology that has delivered more than a billion messages.

ECN's web-based product suite features three hosted solutions for municipalities:

- CodeRED® for community and staff notifications
- CodeRED Weather Warning™ for automated severe weather alerts
- MyDailyCall™ for checking on at risk individuals

CodeRED

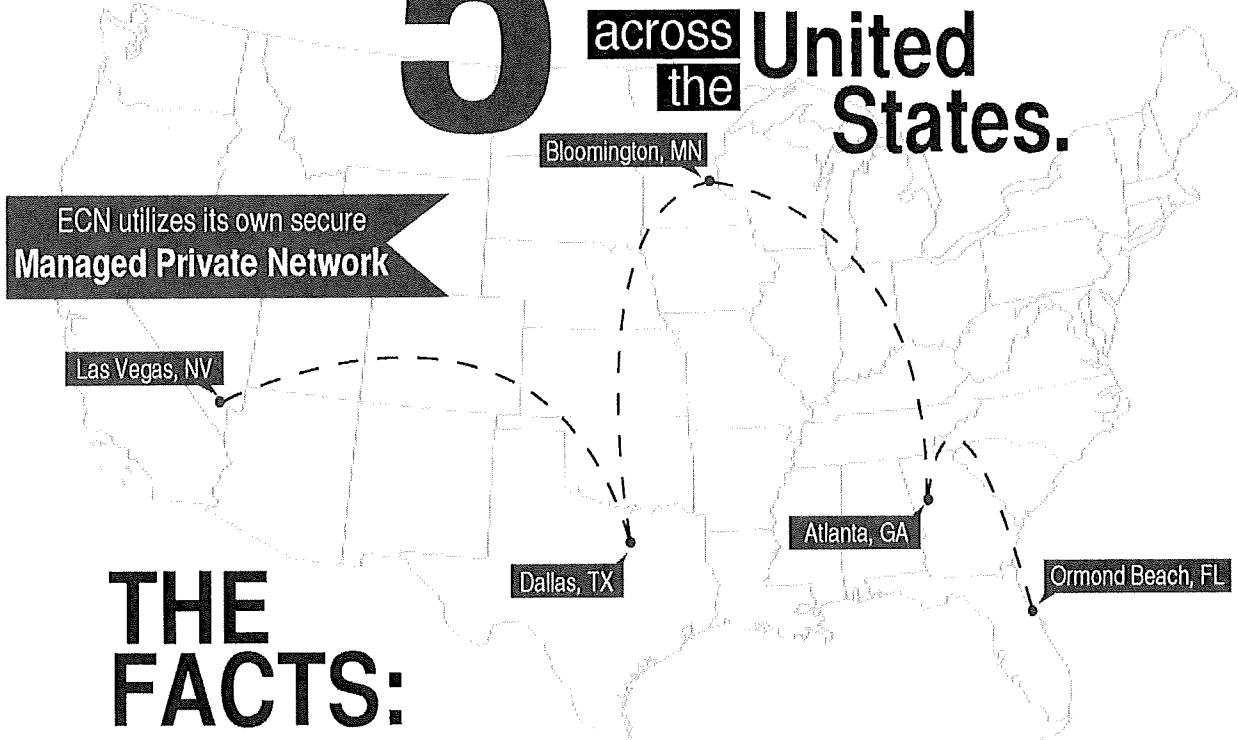
The CodeRED solution was designed specifically to enable local government officials to record, send and track personalized voice, email, text and social media messages to citizens as well as staff. ECN employs proprietary mapping technology and patented delivery methods as integral components of its high-speed notification system which has been in operation since 1998.





EMERGENCY COMMUNICATIONS NETWORK

owns **5** HIGH AVAILABILITY FACILITIES across the **United States.**



The system is **triple redundant** in all aspects of its infrastructure in multiple locations:

- ✓ **Physically:** actual equipment in each location can perform alone if severed from others.
- ✓ **Multiple long distance carriers:** handling outbound calling traffic and inbound IVR traffic
- ✓ **SMP & SMS Services**
- ✓ **Database Services**
- ✓ **DoubleTake high availability database replication**
- ✓ **PRTG monitoring software & additional proprietary software**
- ✓ **Mapping Services**
- ✓ **Self-healing redundant proprietary algorithms**
- ✓ **Secure Private VPN:** provides networking services between secure facilities
- ✓ **FTP Services**
- ✓ **Web Services**



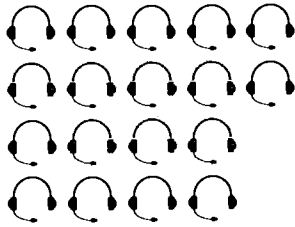
Emergency Communications Network*

CODERED

Simple implementation. The CodeRED system is operational right now and is ready for use today. With no equipment to install or phone lines to add, authorized users simply login to the CodeRED system with their password to begin. An initial calling database and local maps are provided by Emergency Communications Network and are instantly available to enable users to easily target residents and businesses by specified area.

Ease of use. The CodeRED system was designed to be easy to use even under the most strenuous of conditions. Expecting use under pressure, Emergency Communications Network built the feature rich interface with a simple three step process to initiate critical communications. Messages can be launched by authorized users via telephone or Internet, from anywhere at any time.

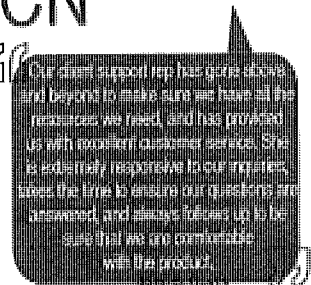
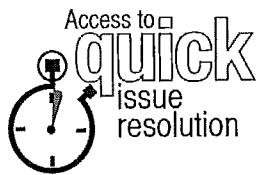
Training is provided via web seminar to ensure staff is comfortable with the system and confident in their ability to launch a notification.



ECN does not outsource client support to any third parties. All 18 of our representatives speak English as their first language and are full-time employees at our headquarters in Florida & MN office.



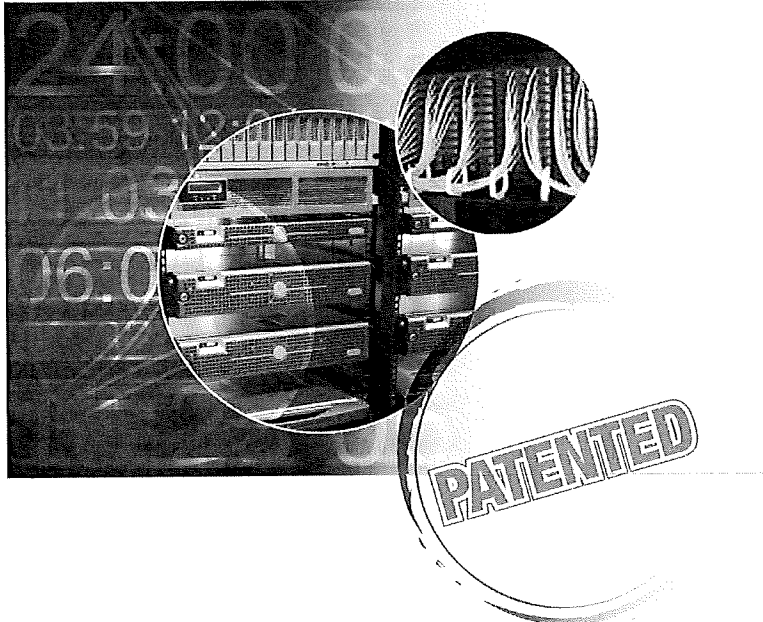
LIVE CLIENT @ SUPPORT @ ECN



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Sewardby Electric and Cable Operations, MA



Technology. Emergency Communications Network's robust platform and sophisticated infrastructure include multiple built-in redundancies to support thousands of jobs running simultaneously.



Proprietary, patented technology is used to ensure messages are delivered in their entirety whether the call is picked up live by a person or an answering device. If a call is missed, message recipients may simply dial the system back, toll-free, to hear the last message delivered to their phone. This Universal ANI[®] feature is not only a convenience for notification recipients, but also serves clients as it relieves inbound calling pressure on often overworked emergency lines.

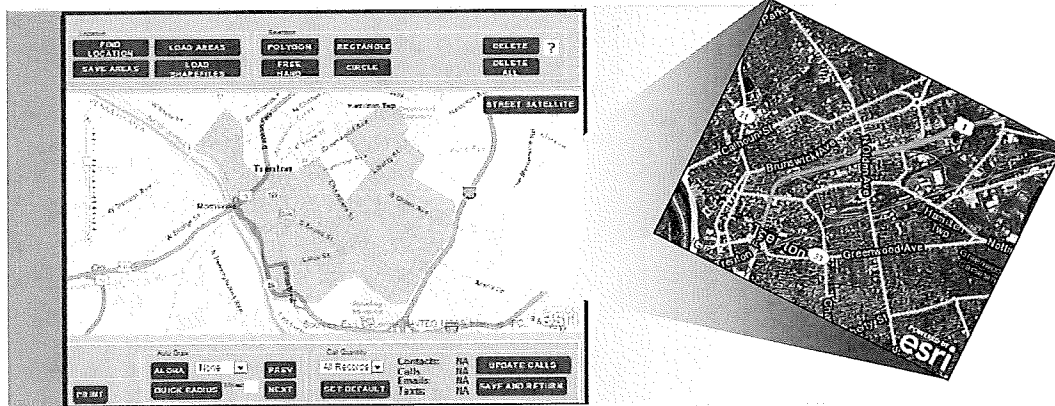
Further, ECN manages its entire network to maintain control over dialing and doesn't rely on third party, shared lines to place calls. This dedicated network ensures client jobs launch immediately and do not have to be queued or compete for available phone lines with other dialing priorities. And by eliminating dependence on third party Service Level Agreements (SLAs), an entire layer of potential failure is removed.



Speed. Emergency Communications Network's massive system capacity is able to transmit millions of messages an hour. Each account is throttled and system resources are allocated to match local telephone infrastructure, resulting in more connected calls, less network congestion and fewer busy signals. The CodeRED system was built for use during time-sensitive situations, when what matters most is communications getting through as quickly as possible.



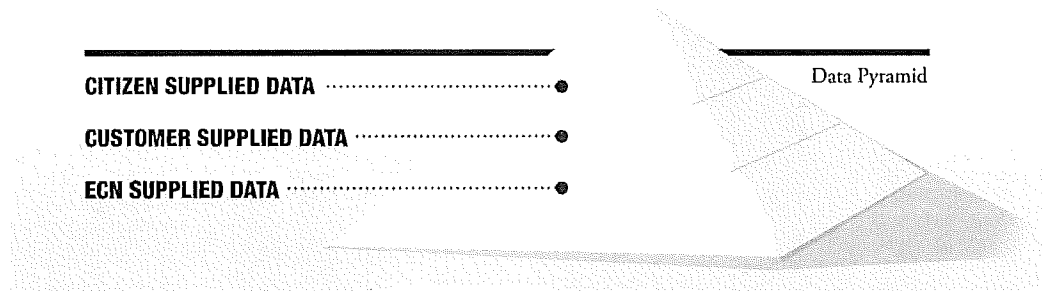
Mapping. For use when messages need to be geographically targeted, the web-based mapping interface, written by Emergency Communications Network, is both intuitive and easy to use. CodeRED utilizes ESRI mapping as a foundation and has created area selection tools that range from polygons to simple paint brush tools, allowing users to quickly become familiar with the map's features. ECN hosts all components of the mapping interface, relying on no third party providers.



ECN includes local mapping with the license of CodeRED, and additionally has the ability to provide custom maps by using client supplied GIS layers, or by integrating client supplied street layer mapping to the ESRI foundation. With CodeRED there is no requirement for client communities to purchase GIS software and also no need to utilize internal resources to host, maintain or update maps.



Calling data. Each client accesses a database which is populated by drawing from multiple sources. All compiled data is verified and addresses are assigned lat/long coordinates by Emergency Communications Network's custom multi-layer geo-coding service.



ECN provides initial calling data for immediate use; this allows communities to be up quickly. Data is acquired through various commercial sources and includes residential and business data as well as some mobile phones and VoIP numbers. This data is provided at no additional cost and serves as the foundation for each client's database.

The second and third data tiers are supplied by the client. Communities using CodeRED typically provide data from their local utilities as well as their 911 data. ECN geo-codes all client supplied data as part of the database building process.

And finally, the most accurate layer of the pyramid is created by entries on the Community Notification Enrollment (CNE) page. ECN provides a custom web page for each community that allows residents and businesses to directly submit additional calling data, text and email addresses, as well as TDD/TTY requirements to further populate the database. All information added to CNE is instantly available for use in CodeRED.

Validata®. The CodeRED database is scrubbed using the unique Validata process, numbers that cannot be confirmed as valid are removed to create a cleaner, more efficient calling list.



Internal use. The CodeRED system enables users to easily import data groups with up to eight points of contact including text and email addresses. Emergency Communications Network developed this multi-channel approach to internal communications as a way to ensure message consistency for first responder notifications, critical incident call outs and official comment direction. With a few clicks of the mouse multiple groups, an individual group, or specific group members can quickly be contacted. Users select the best way to send alerts and can then verify that the information was delivered rapidly and accurately.

Affordability. Emergency Communications Network has priced its CodeRED solution to be cost-effective and all inclusive. There are no set-up fees to pay, no equipment to buy, no phone lines to lease and no annual maintenance is required. System time, training and support, initial calling database, mapping, integration of client supplied data and database clean-up are all included.

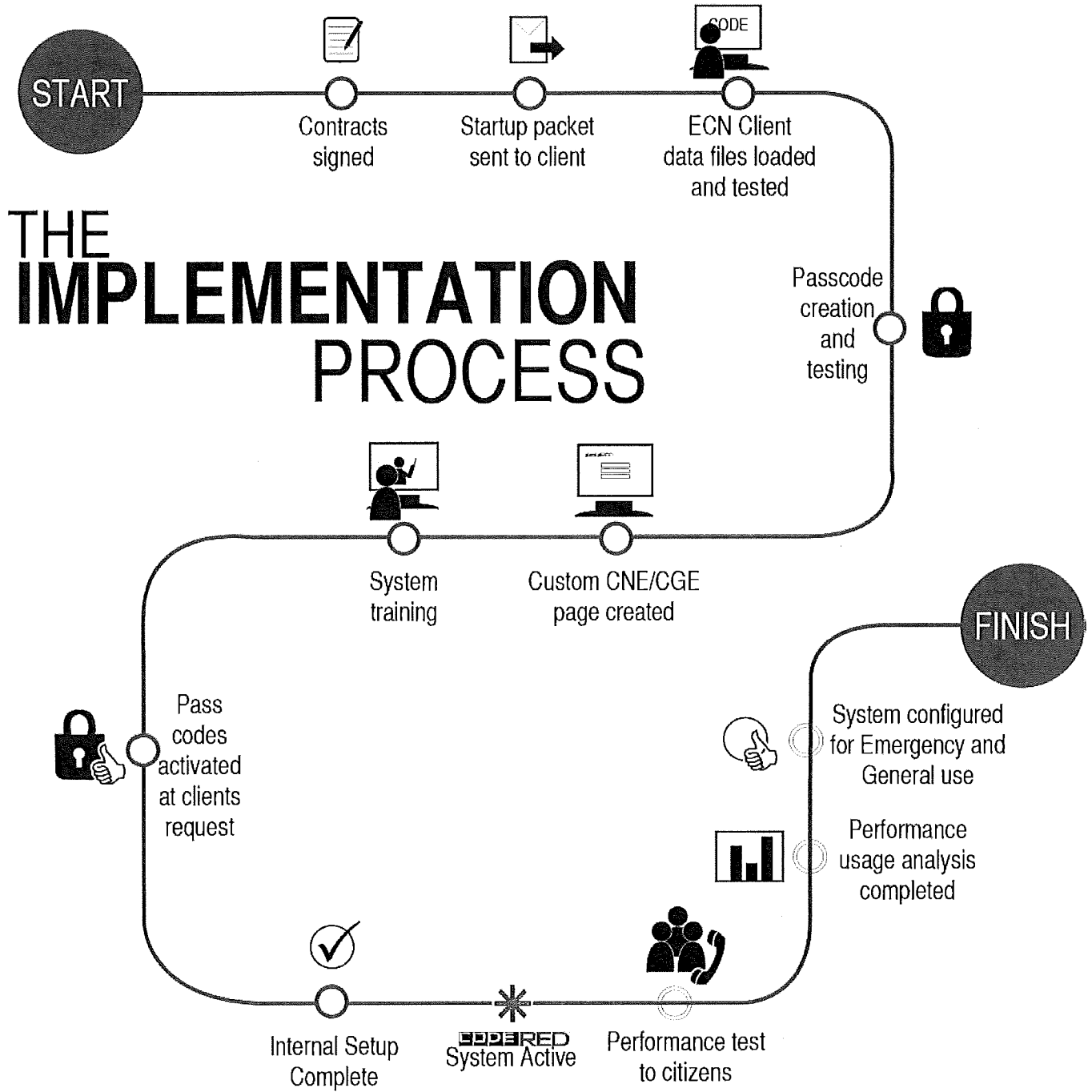
ECN's pricing structure is calculated based on population, it is designed to be FEMA friendly to help communities qualify for reimbursement when eligible.

Currently used every day by clients from coast to coast.

The CodeRED high-speed notification solution is selected time and again for...

- | | |
|------------------------|---------------|
| Simple implementation | Ease of use |
| Experience/Reliability | Technology |
| Speed | Affordability |

We would be pleased to provide a list of clients who have used CodeRED, you can hear directly from them the advantages of the system.





Cost Proposal (PRICING GOOD FOR 90 DAYS FROM 5/9/2014)

The Web-based CodeRED® service, from Emergency Communications Network LLC (ECN), was designed specifically to enable clients to rapidly record, send and track personalized voice, email, text and social media messages. The dedicated, triple redundant network and patented delivery methods employed by ECN add to the value of this affordable, high-speed notification system that has been in operation since 1998 and is currently used every day by clients from coast to coast.

A three (3) year license includes 24/7/365 uninterrupted CodeRED system access and the following

CODERED

UNLIMITED EMERGENCY PLAN (based on population of 18,026)

- CodeRED system set-up and training
- 23,750 system calling minutes for non-emergency notifications - replenished annually
- Unlimited system calling minutes for emergency notifications
- Unlimited SMTP text, email and social media messaging
- Unlimited CodeRED Mobile App use
- Integration and geo-coding of customer supplied data (911 data, utility data, etc.)
- Design and hosting of custom Web page for community enrollment
- Initial residential and business calling database supplied by ECN
- ECN standard mapping and geo-coding
- 24/7 technical support
- Complimentary system time for testing and training

- Additional pricing plans and options are available to fit your specific needs and budget

\$10,710
Annually

FOR 3 YEAR CONTRACT

Thank you for the opportunity to present CodeRED and submit this cost proposal. If you have any questions, please feel free to contact me.

NOTE:

PRICE FOR ONE-YEAR CONTRACT IS \$11,246

BOB WOOD ACCOUNT REPRESENTATIVE

TEL 866 939 0911 x147
EMAIL bwood@ecnetwork.com
WEB ecnetwork.com
OFFICE 9 Sunshine Blvd. Ormond Beach, FL 32174

June 3rd EGT BOS Meeting

Preserve at Applebrook

“Applebrook Drive”

Below are the options the Preserve at Applebrook (PAB) & IMX would like the East Goshen BOS's to consider and adopt (one). These options are in order of preference.

1. EGT take ownership of this section of road thru the dedication process as permitted in the Master Easement. PAB & IMX will resurface the road at its expense before transfer of ownership.
2. Require the Chester County Chamber & Applebrook Golf Club to contribute to the maintenance as outlined in the Cost Sharing Agreement a share equal to 25% each.
3. Have EGT contribute an amount equal to the amount allocated in the township budget for annual maintenance of all other township roads.
4. Allow PAB & IMX to Gate or restrict **thru** access to limit number of trips thus extend the life of our private roads. This will require a change to the Master Easement.

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

Voice (610) 692-7171

Fax (610) 425-8950

E-mail rsmith@eastgoshen.org

Date: May 15, 2014

To: Board of Supervisors

From: Rick Smith, Township Manager

Re: Preserve at Applebrook

Jim Dehaven the HOA President, Kay Gennarelli, HOA VP & Secretay, Joe Corvino, HOA Treasurer and Holly Setzler of Landis & Setzler, who represents the HOA on legal matters will be presenting their position to the Board in June 3, 2014.

A follow up conversation with Jim indicates that Option 1 refers to the section of road between Paoli Pike and the entrance to the Chamber Parking Lot.

EXHIBIT "F"
Cost Sharing Agreement

RETURN TO

Riley, Piper



Prepared by and Return to:

Gary L. Green, Esquire
ARCHER & GREINER
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
ONE CENTENNIAL SQUARE
HADDONFIELD, N.J. 08033
(856) 795-2127

Parcel I.D. No: 53-4-89.2

Parcel I.D. No.: 53-4-89.2A

M/M
MSK
ZYP's

COST SHARING AGREEMENT

THIS COST SHARING AGREEMENT (the "Agreement") is made this 1st day of August, 2005, between BRANDYWINE OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, with an address c/o Brandywine Realty Trust, 401 Plymouth Road, Suite 500, Plymouth Meeting, Pennsylvania 19462 ("Brandywine") and PULTE HOMES OF PA, LIMITED PARTNERSHIP, a Michigan limited partnership with an address of 1100 Northbrook Drive, Suite 200, Trevoze, PA 19053 ("Pulte").

Background

MSK

WHEREAS, Brandywine was the owner in fee simple of certain land (the "Overall Property") located in East Goshen Township (the "Township"), Chester County, Pennsylvania, identified as Tax Parcel 53-04-89.02 comprised of approximately 21.7 acres as depicted on Exhibit "A" attached hereto;

WHEREAS, concurrent with the execution of this Agreement, Pulte has purchased that portion of the Overall Property comprised of approximately 16 acres of vacant land identified as the "Residential Parcel" on Exhibit "A" (the "Residential Parcel");

WHEREAS, Brandywine has retained ownership of the balance of the Overall Property not purchased by Pulte, identified as the "Office Parcel" on Exhibit "A" (the "Office Parcel"), which is improved with an existing office building and surrounding parking lots located on a portion of the Office Parcel as depicted on Exhibit "A";

WHEREAS, the Office Parcel is accessible from Paoli Pike via "Drive A" as shown on Exhibit "A". (A portion of "Drive A" is now designated as Applebrook Boulevard.);

WHEREAS, the Office Parcel is also currently accessible from East Boot Road via an easement held by Brandywine in the general vicinity of that portion of "Drive A" which



intersects with East Boot Road and then extends northward in the general vicinity of proposed "Drive B". "Drive B" is also depicted on Exhibit "A";

WHEREAS, when "Drive A" and "Drive B" are reconfigured and reconstructed in accordance with the Plan (as hereafter defined), both Drives will be used by the Office Parcel and the Residential Parcel for access and egress (except that the Office Parcel will not use that portion of Drive A between the intersection of Drive A and the end of Drive B to the intersection of Drive A with the other intersection with Drive B);

WHEREAS, neither "Drive A" or "Drive B" will be offered for dedication to East Goshen Township;

WHEREAS, Pulte intends to construct homes on the Residential Parcel and intends to sell such homes to third-party home purchasers;

WHEREAS, Pulte has obtained a simple subdivision of the Overall Property to create the Office Parcel and the Residential Parcel, and is in the process of obtaining land development approval to permit the further subdivision of the Residential Parcel into separate building lots in accordance with Subdivision/Land Development Plan for Applebrook, prepared for Pulte Homes by Chester Valley Engineers, Inc., dated February 23, 2005, last revised July 20, 2005 (the "Plan"), for which Pulte received preliminary approval on August 16, 2005;

WHEREAS, the Township owns certain lands adjacent to the Overall Property identified as the "Township Parcel" on Exhibit "A" (the "Township Parcel");

WHEREAS, the Township Parcel is accessible from Paoli Pike and East Boot Road via "Drive A" and "Drive B";

WHEREAS, an existing detention basin is located on the Township Parcel in the area identified as "Basin 1" on Exhibit "A". "Basin 1" accepts stormwater runoff from "Drive A";

WHEREAS, a second detention basin is located on the Township Parcel in the area identified as "Basin 2" on Exhibit "A", (together with "Basin 1", the "Basins"). "Basin 2" accepts stormwater runoff from "Drive B", the Office Parcel, the Residential Parcel, and other lands;

WHEREAS, Brandywine and Pulte have agreed to share the Shared Costs (as hereafter defined); and

WHEREAS, it is anticipated that the Township will require construction of certain identification and/or directional signs related to the Residential Parcel and Office Parcel and Brandywine and Pulte have agreed to allocate the costs with respect thereto as provided herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10), the receipt of which is hereby acknowledged, as well as the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:



1. **Incorporation of Recitals.** The recitals set forth above, and the Exhibit attached hereto are hereby incorporated herein by reference as if set forth in full in the body of this Agreement.

2. **Delineation of Maintenance Areas and Responsibilities.** Commencing on the earlier of (i) the date that "Drive B" (as reconfigured and reconstructed by Pulte) is open for traffic to East Boot Road (the "Commencement Date"), or (ii) August 1, 2006, Pulte shall be responsible to perform all maintenance, landscaping, snow removal, repair and replacement required with respect to "Drive A" (including the bridge to be constructed on "Drive A" as depicted on Exhibit "A"), "Drive B" and the Basins (the "Total Shared Maintenance Area"). Prior to the Commencement Date, Brandywine shall be responsible for landscaping and snow removal within the Total Shared Maintenance Area. Notwithstanding the foregoing, the Total Shared Maintenance Area shall not include that portion of "Drive A" between the intersection of "Drive A" and one end of "Drive B" to the intersection of "Drive A" to the other end of "Drive B" on the Residential Parcel, and the maintenance, landscaping, snow removal, repair and replacement of such portion of Drive "A" shall be Pulte's sole responsibility. All costs incurred by Pulte with respect to the Total Shared Maintenance Area are herein referred to as the "Shared Costs." Brandywine shall be responsible for 50% of the Shared Costs and Pulte shall be responsible for 50% of the Shared Costs. Pulte shall develop or cause to be developed, on an annual basis, a proposed scope of work and budget for the Shared Costs (the "Annual Budget"). The Annual Budget shall include an appropriate reserve for replacement items. The Annual Budget shall be subject to the consent of Brandywine (which shall not be unreasonably withheld or delayed). Pulte shall provide to Brandywine the proposed Annual Budget for each year at least thirty (30) days in advance of the year for which such Annual Budget is intended to apply. If Brandywine does not agree with any aspect of the applicable Annual Budget, Brandywine shall provide written notice to Pulte within twenty (20) days of Brandywine's receipt of the Annual Budget (though Brandywine's failure to provide such notice shall be deemed a notice that Brandywine does not agree with such Annual Budget), and the parties shall then endeavor for a period of five (5) days to resolve Brandywine's objections failing which, the parties shall submit the issues in dispute to an engineer or association management company experienced in preparing or reviewing similar budgets, and the decision of such party shall be final, binding and non-appealable. Any costs charged by the engineer or association management company shall be divided equally between Pulte and Brandywine. In the event Pulte fails to perform its obligations pursuant to this Paragraph 2, which failure is not cured within fifteen (15) days following written notice from Brandywine, Brandywine shall have the right to undertake any such work which Pulte has failed to perform and bill Pulte for such work, in which event the payment and billing obligations and other rights set forth in Paragraph 5 below shall be reversed with respect to such work, and in the event Pulte does not agree that it had failed to perform, the dispute resolution procedure set forth in this Paragraph 2 shall apply.

3. **Initial Construction.** Brandywine has undertaken initial construction of the Basins. Pulte shall complete the Basins and the bridge at its sole cost. Upon final and unappealable land development approval for the Plan, Pulte shall undertake the construction/reconstruction of "Drive A", "Drive B", and such other improvements as required pursuant to the Plan at its sole cost. The costs which are Pulte's obligation pursuant to this Paragraph 3 are herein referred to as the "Construction Costs." None of the Construction Costs shall be included as Shared Costs. Further, Pulte shall obtain from subcontractors standard



warranties on the construction of the items which are Pulte's responsibility pursuant to this Paragraph 3, and Pulte shall use good faith efforts to enforce the terms of such warranties. To the extent such warranties are not honored, the cost to repair any item that should have been covered by the applicable warranty shall not be deemed part of Shared Costs.

4. **Signage.** Any signs approved by the Township shall be constructed and maintained by Pulte in accordance with the Plan, but the cost of such construction and maintenance shall be deemed Shared Costs. Notwithstanding the foregoing, any signs required by the Township on "Drive A" at the intersection with Paoli Pike shall be constructed and maintained by Brandywine at Brandywine's sole cost and expense, and all signs required by the Township on "Drive A" with the intersection with East Boot Road shall be constructed and maintained by Pulte at Pulte's sole cost and expense.

5. **Third-Party Contributions.** In the event that the Township, the Chamber of Commerce or any other individual or entity whose property is served by "Drive A", "Drive B" or the Basins contributes to the Shared Costs, the percentages payable by Pulte and Brandywine, respectively, shall be adjusted pro rata to take account of such contributions.

6. **Method of Payment.** Brandywine shall make quarterly payments to Pulte within fifteen (15) days following Brandywine's receipt of an invoice from Pulte based on actual costs incurred by Pulte (plus the allocable portion of capital reserves) for the Shared Costs. Any non-recurring, special or unforeseen cost not contemplated under the applicable Annual Budget shall be subject to the consent of Brandywine. If Brandywine does not consent to any such cost, the dispute resolution set forth in Paragraph 2 above shall apply. Pulte may issue an invoice for any special assessment which has been approved by Brandywine which shall likewise be paid by Brandywine within fifteen (15) days following Brandywine's receipt of such invoice. In the event that Brandywine fails to make any payment due pursuant to this Paragraph 6 within ten (10) days after written notice by Pulte of Brandywine's delinquency, Pulte shall have the right to pursue legal action to collect such payment.

7. **Right to Limit Access.** During the course of Pulte's development of the Residential Parcel, Pulte may from time to time require that access from East Boot Road through "Drive A" and "Drive B" be limited, modified, altered or otherwise temporarily terminated. Pulte shall use good faith efforts to limit the duration that access from East Boot Road through "Drive A" and "Drive B" is limited or temporarily terminated. Further, Pulte shall have the right to relocate "Drive A" and "Drive B" in accordance with the Plan.

8. **Third-Party Beneficiary.** The terms and provisions of this Cost Sharing Agreement are intended solely for the benefit of the parties (or, in the case of Pulte, to a homeowners association to be created in connection with development of the Residential Parcel), and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

9. **Recording.** This Agreement shall be recorded in the Office of the Recorder of Deeds in Chester County, Pennsylvania against the Residential Parcel and the Office Parcel.



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10. **Successors.** This Agreement shall inure to the benefit of and be binding upon the parties, and each of their successors and assigns, shall burden both the Residential Parcel and the Office Parcel and shall run with the land. The parties acknowledge that it is contemplated that Pulte will assign its rights and obligations hereunder to a homeowners association to be created in connection with development of the Residential Parcel and that upon such assignment, this Agreement shall inure to the benefit of and be binding upon the homeowners association and Pulte shall be released from any obligations or liabilities arising after the date which is the later of (i) the date of such assignment or (ii) the date Pulte completes the construction activities set forth in Paragraphs 3 and 4 above. Upon any conveyance of title to the Office Parcel by Brandywine (or its successors and assigns), so long as the purchaser assumes, in writing, all obligations of Brandywine (or its successors and assigns) which then remain to be performed under the Agreement, Brandywine (and such future successors and assigns) shall be released from all obligations under this Agreement.

11. **Integration.** This Agreement constitutes the entire understanding between the parties hereto and the parties shall not be bound by any agreements, understandings or conditions respecting the subject matter hereof other than those expressly set forth in this Agreement. This Agreement may not be amended except by written instrument executed by Brandywine and Pulte.

12. **Notices.** All notices, requests and other communications under this Agreement shall be in writing and shall be sent by certified or registered mail, postage pre-paid, return receipt requested, or nationally recognized overnight delivery service, or by facsimile transmission, confirmed by either of the foregoing methods addressed as follows:

If intended for Pulte:

Pulte Homes of PA, Limited Partnership
1100 Northbrook Drive, Suite 200
Trevose, PA 19053
Attention: William E. Reiser, Jr. and Thomas F. Kearney IV
Fax No.: (215) 396-3928

With a copy to:

Archer & Greiner, P.C.
One Centennial Square
Haddonfield, NJ 08033
Attention: Gary L. Green, Esq.
Fax No.: (856) 795-0574

If to Brandywine:

Brandywine Operating Partnership
c/o Brandywine Realty Trust
401 Plymouth Road, Suite 500
Plymouth Meeting, PA 19462



Attention: Anthony Rimakis and Brad Molotsky, Esq.
Fax No.: (610) 832-4928

With a copy to:

Klehr, Harrison, Harvey, Branzburg & Ellers LLP
260 S. Broad Street
Philadelphia, PA 19102
Attention: Bradley A. Krouse, Esq.
Fax: (215) 568-6603

The date of delivery of any notice provided for in this Agreement shall be the date of deposit in the U.S. mails with postage prepaid if given by registered or certified mail, the date of deposit to the overnight delivery service, if so given, or the date of actual delivery to the above address of the party to be notified if hand delivered. The person and place to which notice may be given may be changed from time to time by either party respectively upon written notice to the other, effective five (5) days after delivery of such notice.

13. **Headings.** The headings of the paragraphs of this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning in any way.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement.

15. **No Waiver.** Neither the failure nor any delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

16. **Estoppels.** Within fifteen (15) days after written request, either Brandywine or Pulte shall execute and deliver to the requesting party a statement certifying, if true, that this Agreement is unmodified and in full force and effect and that there are no defaults by either party under this Agreement.

[signatures appear on the following page]

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8-6763 P-952

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the day and year first above written.

BRANDYWINE OPERATING
PARTNERSHIP, L.P., a Delaware Limited
Partnership

BY: BRANDYWINE REALTY TRUST, a
Maryland Trust, its General Partner

By: 
Anthony Rimikis Senior Vice
President-Development Services

PULTE HOMES OF PA, LIMITED
PARTNERSHIP, a Michigan Limited Partnership

BY: PULTE HOME CORPORATION OF THE
DELAWARE VALLEY, its sole general
partner

By: _____

 10623670
B-6763 P-582

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the day and year first above written.

BRANDYWINE OPERATING
PARTNERSHIP, L.P., a Delaware Limited
Partnership

BY: BRANDYWINE REALTY TRUST, a
Maryland Trust, its General Partner

By: _____
Anthony Rimikis Senior Vice
President-Development Services

PULTE HOMES OF PA, LIMITED
PARTNERSHIP, a Michigan Limited Partnership

BY: PULTE HOME CORPORATION OF THE
DELAWARE VALLEY, its sole general
partner

By:  _____

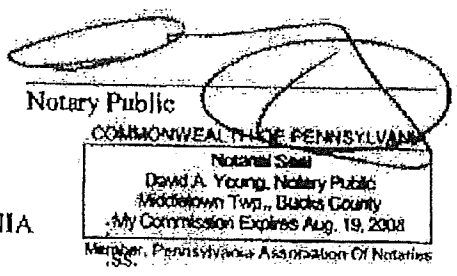
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STATE OF PA

COUNTY OF Bucks

Be it remembered, that on this 19th day of August, 2005, before me, the subscriber, in and for said county, personally appeared Anthony Rimikis, the Senior Vice President-Development Services of Brandywine Realty Trust of Brandywine Realty Trust, the General Partner of Brandywine Operating Partnership, L.P., who, I am satisfied is the person who signed the within instrument and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Witness my hand and seal.



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BUCKS

Be it remembered, that on this _____ day of August, 2005, before me, the subscriber, in and for said county, personally appeared _____, the _____ of Pulte Home Corporation of the Delaware Valley, the General Partner of Pulte Homes of PA, Limited Partnership, who, I am satisfied is the person who signed the within instrument and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Witness my hand and seal

Notary Public _____

1393272v7
August 19, 2005

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8-6763 P-982

STATE OF _____

:
:SS,

COUNTY OF _____

Be it remembered, that on this _____ day of August, 2005, before me, the subscriber, in and for said county, personally appeared Anthony Rimikis, the Senior Vice President-Development Services of Brandywine Realty Trust of Brandywine Realty Trust, the General Partner of Brandywine Operating Partnership, L.P., who, I am satisfied is the person who signed the within instrument and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Witness my hand and seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

:
:SS.

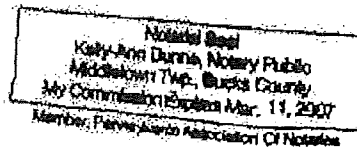
COUNTY OF BUCKS

Be it remembered, that on this 18th day of August, 2005, before me, the subscriber, in and for said county, personally appeared Matthew P. Ptasche VP of Pulte Home Corporation of the Delaware Valley, the General Partner of Pulte Homes of PA, Limited Partnership, who, I am satisfied is the person who signed the within instrument and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Witness my hand and seal.

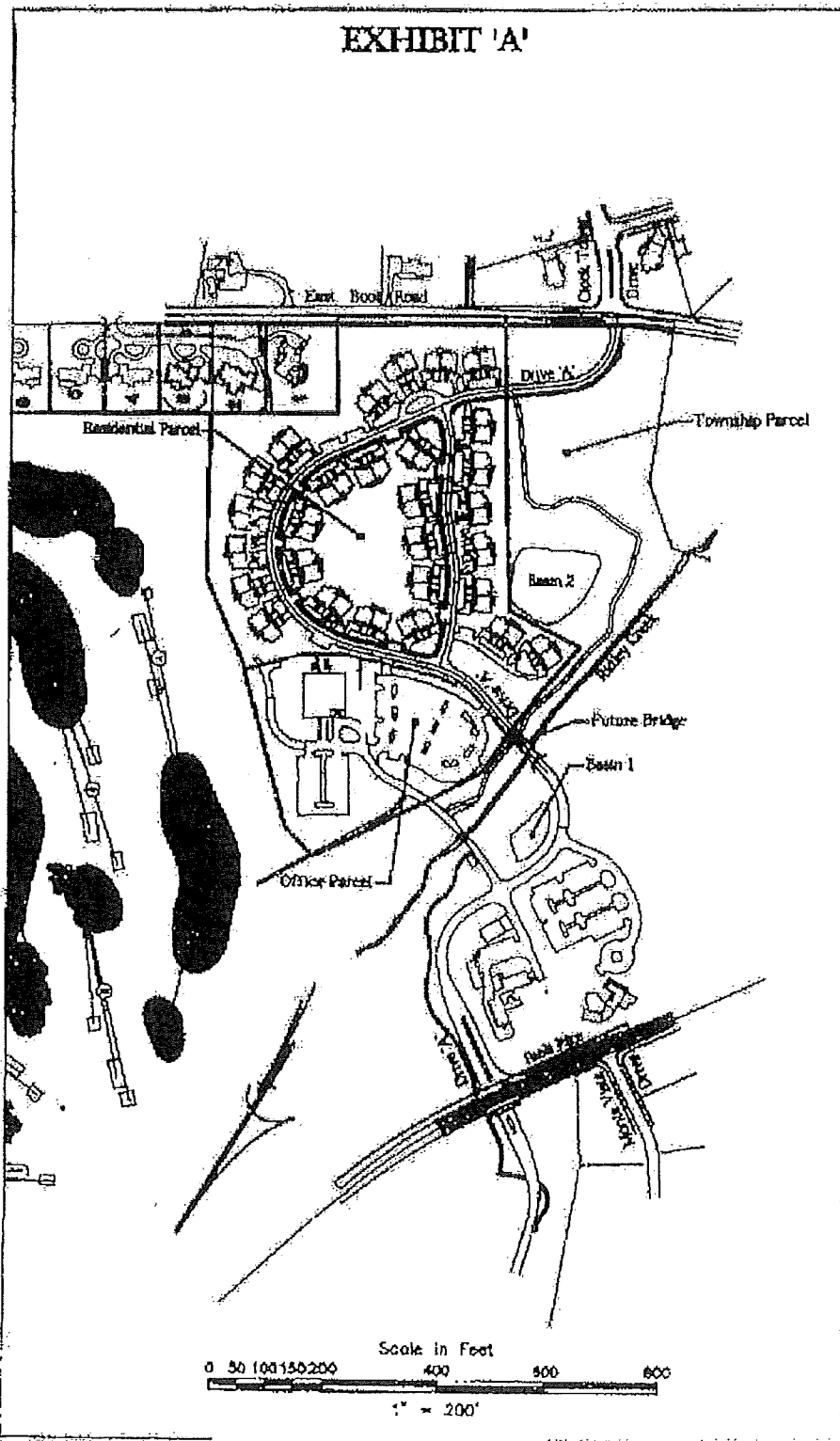
Kelly Ann Dunne
Notary Public

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August 18, 2005



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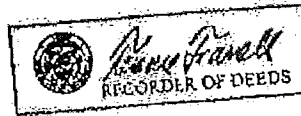
EXHIBIT 'A'



10823670

B-6763 P-982

PREPARED BY: Louis J. Colagreco, Jr., Esquire
Riley Riper Hollin & Colagreco
P.O. Box 1265
Exton, PA 19341



RETURN TO: Louis J. Colagreco, Jr., Esquire
Riley Riper Hollin & Colagreco
P.O. Box 1265
Exton, PA 19341

RETURN TO

UPI #

53-4-89.2 ✓

Declaration of Restrictive Covenants

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This Document Recd and
DJR 5/2008
C2 28784
Doc Code HGL Chester County Recorder of Deeds Office

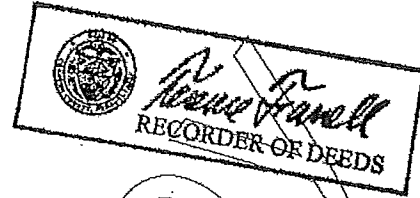
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Page 1 of 10
8-6435 P-796

Prepared by:
Buckley, Brion, McGuire, Morris &
Sommer LLP
356 N. Pottstown Pike, Suite 300
Exton, PA 19341

Return To: **RETURN TO**
Riley Riper Hollin & Colagreco
717 Constitution Drive, Ste. 201
Exton, PA 19341



UPI NOS. 53-4-89.1A ✓, 53-4-89.1A ✓
53-4-89.1B ✓, 53-4-89.1C ✓, 53-4-89.2 ✓
53-4-89.2A ✓

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and executed this 20th day of June, 2006, by and between the **TOWNSHIP OF EAST GOSHEN**, a Second Class Township organized in the Commonwealth of Pennsylvania, having a business address of 1580 Paoli Pike, West Chester, PA 19380 (hereinafter referred to as the "Township"), **APPLEBROOK ASSOCIATES, L.P.**, a Pennsylvania limited partnership, having a business address of c/o Applebrook Golf Club, 100 Line Road, Malvern, Pennsylvania 19355 (hereinafter referred to as "Applebrook"); **FOUNDATION OF THE CHESTER COUNTY CHAMBER**, a Pennsylvania non-profit corporation having a business address of 1600 Paoli Pike, Malvern, Pennsylvania 19355 (hereinafter referred to as the "Chamber"), **BRANDYWINE OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership, having a business address of c/o Brandywine Realty Trust, 401 Plymouth Road, Suite 500, Plymouth Meeting, Pennsylvania 19462 (hereinafter referred to as "Brandywine") and **PULTE HOMES OF PA, LIMITED PARTNERSHIP**, a Michigan limited partnership with a business address of 1100 Northbrook Drive, Suite 200, Trevose,



Pennsylvania 19053 (hereinafter referred to as "Pulte") (collectively Applebrook, the Chamber, Brandywine and Pulte may be referred to herein as "Grantees").

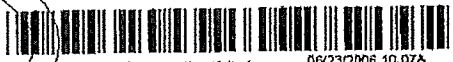
WITNESSETH:

WHEREAS, the Township is the owner in fee of a certain parcel of real property located in the Township of East Goshen, Chester County, Pennsylvania, as more particularly described in a deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania in Book 4707, page 2138 et seq, which property is more particularly identified as UPI # 53-4-89-1.E (the "Township's Property"); and

WHEREAS, Applebrook is the owner in fee simple of two (2) footprint parcels of real property located in the Township of East Goshen, Chester County, Pennsylvania as more particularly described in a deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania in Book 5520, page 1516 et seq, which property is more particularly identified as UPI # 53-4-89-1.B and #53-4-89.1.C (the "Applebrook Property"); and

WHEREAS, the Chamber is the owner in fee simple of a footprint parcel of real property located in the Township of East Goshen, Chester County, Pennsylvania as more particularly described in a deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania in Book 6197, page 946 et seq, which property is more particularly identified as UPI # 53-4-89-1.A (the "Chamber Property"); and

WHEREAS, Brandywine was the owner in fee simple of a certain parcel of real property located in the Township of East Goshen, Chester County, Pennsylvania as more particularly described in a deed recorded in the Office of the Recorder of Deeds of Chester



County, Pennsylvania in Book 4707, page 2147 et seq, which property is more particularly identified as UPI # 53-4-89.2 (the "Brandywine Parent Property"); and

WHEREAS, the Brandywine Parent Property contains approximately 21.703 gross acres and was subdivided into two (2) lots in accordance with a subdivision plan prepared by Chester Valley Engineers, Inc., titled, "Subdivision Plan for Applebrook Pulte Homes", dated June 22, 2005, last revised July 1, 2005, which plan was approved by the Township on July 19, 2005 and was recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania in Book 17547, page 1 (the "Pulte Subdivision Plan"); and

WHEREAS, Brandywine retained Lot 1 on the Pulte Subdivision Plan, which contains approximately 5.866 acres and is currently improved with an existing office building and surrounding parking lots (hereinafter Lot 1 on the Pulte Subdivision Plan shall be referred to as the "Brandywine Property"); and

WHEREAS, Pulte purchased Lot 2 on the Pulte Subdivision Plan, which contains approximately 15.837 gross acres, (hereinafter Lot 2 on the Pulte Plan shall be referred to as the "Pulte Property"); and

WHEREAS, Pulte intends to develop on Lot 2 a cluster development containing 56 carriage homes in accordance with a land development plan prepared by Chester Valley Engineers, titled, "Subdivision/Land Development Plan for Applebrook Pulte Homes", dated February 23, 2005, last revised October 18, 2005, which plan was approved by the Township on October 18, 2005 and was recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania in Book 17646, page 1 (the "Pulte Land Development Plan") and is hereby incorporated herein by reference; and



RILEY RIPER HOLLIN & COLAGRECO

05/23/2006 10:07A

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Page 3 of 68


B-6878 P-2120

WHEREAS, when the Chamber purchased the Chamber Property from the Township, the Township granted and conveyed unto the Chamber a fifty foot (50') wide non-exclusive common access easement over a portion of the Township's Property for ingress, egress and regress from Paoli Pike to the Chamber Property. This common access easement was memorialized in an Easement Agreement for Parking and Access dated May 10, 2000, which was recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania in Book 4752, page 1923 (the "Chamber Declaration"); and

WHEREAS, when Applebrook purchased the Applebrook Property from the Township, the Township granted and conveyed unto Applebrook a fifty foot (50') wide non-exclusive common access easement over a portion of the Township's Property for ingress, egress and regress from Paoli Pike to the Applebrook Property. This common access easement was memorialized in an Easement Agreement and Declaration of Covenants and Restrictions dated December 19, 2002, which was recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania in Book 5520, page 1523 (the "Applebrook Declaration"); and

WHEREAS, in the Chamber Declaration and Applebrook Declaration, the Township reserved the right to grant to Brandywine an easement over the fifty foot (50') wide common access easement which crosses a portion of the Township's Property for ingress, egress and regress from Paoli Pike; and

WHEREAS, consistent with the Chamber Declaration and Applebrook Declaration, the Township desires to convey to Brandywine and Pulte, a non-exclusive common access easement over a certain parcel of real property which is described by metes and bounds in

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the legal description which is attached hereto as Exhibit "A" (the "First Common Access Easement"); and

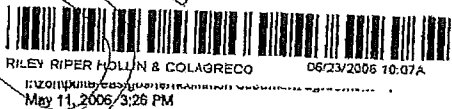
WHEREAS, the Township also desires to convey to Applebrook, the Chamber, Brandywine and Pulte a non-exclusive common access easement over a certain parcel of real property which is described by metes and bounds in the legal description which is attached hereto as Exhibit "B" and is shown on a plan entitled Access Easement Plan for Pulte Homes of PA L.P. prepared by Highpoint Services, Inc. dated August 2, 2005, which is attached hereto as Exhibit "C", (the "Second Common Access Easement") to provide access to and from East Boot Road to the Grantees' Property; and

WHEREAS, the First Common Access Easement and the Second Common Access Easement shall be referred to herein collectively as the "Common Access Easements"; and

WHEREAS, the Common Access Easements shall be used by the Township, and all of the Grantees and their invitees, employees, guests, and others lawfully accessing the Township and Grantees' respective property for vehicular and pedestrian ingress, egress, and regress to and from Paoli Pike and East Boot Road; and

WHEREAS, the Common Access Easements granted herein are subject to Pulte and Brandywine maintaining the Common Access Easements as described herein and sharing the costs of such maintenance in accordance with a certain Cost Sharing Agreement dated August 19, 2005 between Pulte and Brandywine, which was recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania in Book 6763, page 982, (the "Cost Sharing Agreement"), a copy of which is attached hereto as Exhibit "D"; and

WHEREAS, in connection with Pulte's development of the Pulte Property, Pulte has agreed to construct certain improvements on the Township's Property, as hereinafter set



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forth, and Pulte has requested, and the Township has agreed to provide, temporary construction easements to permit the construction of such improvements; and

WHEREAS, Pulte has agreed to construct certain road improvements which are depicted on the Pulte Land Development Plan (the "Road Improvements") and upon completion of the same desires to convey to the Township, Brandywine, Applebrook, and the Chamber a non-exclusive common access easement over that portion of the Road Improvements which are located on the Pulte Property (the "Pulte Access Easements"), for vehicular and pedestrian ingress, egress, and regress to and from Paoli Pike and East Boot Road; and

NOW, THEREFORE, WITNESSETH, that the parties hereto, in consideration of the mutual promises set forth herein, and intending to be legally bound, agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all Exhibits attached hereto are hereby incorporated by reference as if set forth in the body of this Agreement.

2. **Grant of Non-Exclusive Access Easement to the Grantees.** The Township hereby grants and conveys to the Grantees, their successors and assigns, a non-exclusive access easement on, over, across and through a portion of the Township's Property, as more particularly described by metes and bounds in the legal descriptions which are attached hereto as Exhibit "A" and Exhibit "B" (the "Common Access Easements"), for access to each respective Grantee's Property to and from Paoli Pike and East Boot Road.

The Township's conveyance of the Common Access Easements to the Grantees is under and subject to the limitation that the Grantees' right of access over the Common



Access Easements is and shall remain non-exclusive and held in common with the right of access over, across and through the said Common Access Easements by all other users thereof, without limitation, including, but not necessarily limited to, the use by the Township, Applebrook, the Chamber, Brandywine and Pulte and their invitees, employees, guests and all others lawfully accessing the Grantees' aforesaid properties over the Common Access Easements and the private road located therein, and such other users as the Township shall determine necessary and/or appropriate from time to time in the Township's sole and exclusive discretion.

3. **Use of Common Access Easements.** The Grantees' use of the Common Access Easements shall be limited to vehicular and pedestrian ingress, egress, and regress to and from the Grantees' respective property to Paoli Pike and East Boot Road. Upon Pulte's completion of the Road Improvements, the existing bridge and portion of the roadway leading to the existing bridge identified on the Pulte Land Development Plan shall be closed to vehicular access and limited to pedestrian use, except for vehicles used by Applebrook and its employees and contractors to maintain the Applebrook Golf Course. Applebrook shall be solely responsible for the maintenance of the existing bridge and portion of the roadway leading to the existing bridge identified on the Pulte Land Development Plan from and after the date that Pulte completes the Road Improvements leading from Paoli Pike to the Pulte Property.

4. **Relocation of the Common Access Easements.** The Township acknowledges and agrees that Pulte will be constructing certain Road Improvements in accordance with the Pulte Land Development Plan, which include the erection of the "Future Bridge" (as depicted on the Pulte Land Development Plan) and the reconfiguration



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of Drive A from Paoli Pike to the Pulte Property over the Future Bridge and the reconfiguration of Drive A from East Boot Road to the Pulte Property (each as depicted on the Pulte Land Development Plan). The access easement rights granted in this Agreement shall be deemed to have been granted in the relocated access drive to the Grantees herein to the same extent and on the same terms and conditions as provided herein.

5. **Maintenance of the Common Access Easements.**

A. Pulte shall be responsible for the maintenance of the Common Access Easements and the private road which has been or will be installed therein. Pulte shall be entitled to collect fifty percent (50%) of the costs of maintenance from Brandywine pursuant to the Cost Sharing Agreement.

B. Maintenance of the Common Access Easements shall include, but not be limited to, snow-plowing, repair, maintenance and replacement, as determined necessary from time to time by the Township, Pulte and Brandywine. The Common Access Easements shall be maintained in a safe and passable condition with no hazards or obstructions to motorists and pedestrians who use such Common Access Easements as a means of ingress and egress. Maintenance shall also include maintaining any and all landscaping and trees that have been planted or will be installed on the Common Access Easements, which includes removing any dead or diseased trees and shrubs and replanting the same.

C. If the Township determines that any portion of the Common Access Easements is not maintained in accordance with the standards set forth in paragraph 5.B above, the Township shall send written notice to Pulte and Brandywine of such determination. Upon receipt of such written notice, Pulte or Brandywine shall have a



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period of thirty (30) days to properly maintain the Common Access Easements or correct the deficient condition. If such work cannot be completed within 30 days, Pulte and Brandywine shall commence such cure within 30 days of receipt of written notice from the Township. If Pulte or Brandywine fails to perform the necessary maintenance or make the necessary repairs to the Common Access Easements within the 30 day cure period as specified above (or as extended for conditions which cannot be cured within 30 days), the Township may, but is not obligated to, perform the necessary maintenance or repairs and charge the costs of the same equally against Pulte and Brandywine. If Pulte and Brandywine fail to reimburse the Township within thirty (30) days of their receipt of written request from the Township for reimbursement of the costs to maintain the Common Access Easements, the Township may file a lien against any portion of the Pulte Property, including each of the 56 lots located thereon and against the Brandywine Property, in an amount equal to the parties' proportional share of the cost to maintain the Common Access Easement. (For example, if there are 56 lots on the Pulte Property and one lot on the Brandywine Property, the Township may enter a lien for 50% of the costs it incurs to maintain the Common Access Easements against the Brandywine Property and 1/56th of 50% of the costs it incurs to maintain the Common Access Easements against each of the 56 lots on the Pulte Property.)

6. **Grant of Temporary Construction Easements to Pulte.** The Township hereby grants and conveys to Pulte, its successors and assigns, a temporary right, privilege and easement to enter upon and have access to such portions of the Township's Property as is reasonably necessary to permit Pulte to construct the Road Improvements and the Pulte Sign Improvements (as hereafter defined) and to construct the following

improvements, all as shown on the Pulte Land Development Plan: (i) the erection of a new bridge as depicted on the Pulte Land Development Plan (the "Future Bridge"); (ii) the reconfiguration of the paved cartway within the First Common Access easement leading from Paoli Pike to Pulte's Property over the Future Bridge; (iii) the widening and relocation of the paved cartway within the Second Common Access Easement from East Boot Road to Pulte's Property; (iv) the widening of the access point at East Boot Road; (v) the grading and clearance of the ground as necessary to complete the construction, installation, use and operation of said Road Improvements, (vi) the installation of utility lines and appurtenant facilities in the bed of the reconfigured cartway from East Boot Road to the Pulte Property to provide utility service to the Pulte Property; and (vii) the conversion and stabilization of the stormwater drainage basins located on the Township's Property which are depicted on the Pulte Land Development Plan into permanent stormwater drainage basins.

Pulte shall use reasonable efforts to minimize disturbance of the Township's Property, and except to the extent Pulte is required to alter the grade of the ground in order to construct the Pulte Sign Improvements or the Road Improvements, in the event that Pulte causes any damage to the Township's Property in the course of carrying out the activities set forth in this paragraph, Pulte shall repair or restore the damaged property to the prior condition, or as near to that condition as reasonably possible.

7. **Grant of Temporary Construction Easement to Brandywine to erect Sign Improvements.** The Township hereby grants and conveys to Brandywine, its successors and assigns, a temporary right, privilege and easement to enter upon and have access to such portions of the Township's Property as is reasonably necessary to permit Brandywine



to erect the Brandywine Sign Improvements (as hereafter defined). Brandywine shall use reasonable efforts to minimize disturbance of the Township's Property, and except to the extent Brandywine is required to alter the grade of the ground in order to construct the Brandywine Sign Improvements, in the event that Brandywine causes any damage to the Township's Property in the course of carrying out the activities set forth in this paragraph, Brandywine shall repair or restore the damaged property to the prior condition, or as near to that condition as reasonably possible.

8. **Grant of Permanent Easements to Pulte and Brandywine for Sign Improvements.**

A. The Township hereby grants and conveys to Pulte, its successors and assigns, a non-exclusive permanent easement on, over, across and through a portion of the Township's Property, as more particularly described by metes and bounds in the legal description which is attached hereto as Exhibit "E", and is shown on a plan entitled Signage and Landscaping Easement Plan for Pulte Homes of PA, L.P. prepared by Highpoint Services, Inc. dated August 3, 2005, which is attached hereto as Exhibit "F", to permit Pulte, its successors and assigns, to maintain, repair and replace two monument entrance columns, identifying the community to be developed on the Pulte Property, together with a fence and electric lighting therefor and surrounding landscaping and related improvements, all as depicted on the Pulte Land Development Plan (collectively, the "Pulte Sign Improvements"). The Pulte Sign Improvements shall be approved by the Board of Supervisors and conform to all Township regulations. Pulte shall obtain all necessary permits prior to the construction of the Pulte Sign Improvements. Pulte and its successors and assigns shall be solely responsible for maintaining the Pulte Sign Improvements.

B. The Township hereby grants and conveys to Brandywine, its successors and assigns, a non-exclusive permanent easement on, over, across and through a portion of the Township's Property, as more particularly described by metes and bounds in the legal description which is attached hereto as Exhibit "G", and is shown on a plan entitled Signage Easement Plan for Brandywine Realty Trust prepared by Highpoint Services, Inc. dated March 7, 2006, which is attached hereto as Exhibit "H", to permit Brandywine, its successors and assigns, to maintain, repair and replace a monument sign, identifying the office building on the Brandywine Property, together with electric lighting therefor and surrounding landscaping and related improvements which shall be approved by the Board of Supervisors (collectively, the "Brandywine Sign Improvements"). The Brandywine Sign Improvements shall be approved by the Board of Supervisors and conform to all Township regulations. Brandywine shall obtain all necessary permits prior to the construction of the Brandywine Sign Improvements. Brandywine and its successors and assigns shall be solely responsible for maintaining the Brandywine Sign Improvements.

9. **Grant of Stormwater Drainage Easement to Pulte and Brandywine.**

A. The Township hereby grants and conveys to Pulte and Brandywine, and their successors and assigns, an easement over a portion of the Township's Property, as is necessary for surface water collection and/or storm water drainage and storage purposes from the Pulte Property and the Brandywine Property to Basin 1 and Basin 2, as more particularly described by metes and bounds in the legal description which is attached hereto as Exhibit "I" and is shown on a plan entitled Drainage Easement Plan prepared by Highpoint Services, Inc. dated July 30, 2005 which is attached hereto as Exhibit "J". The

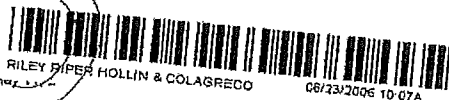
Township hereby further grants and conveys to Pulte and Brandywine, and their successors and assigns, an easement to permit Pulte and Brandywine to maintain, repair and desilt Basin 1 and Basin 2.

B. Pulte shall be responsible for the maintenance of Basin 1 and Basin 2 as depicted on the Pulte Land Development Plan. Pulte shall be entitled to collect fifty percent (50%) of the costs of maintenance from Brandywine pursuant to the Cost Sharing Agreement.

C. If the Township determines that any portion of Basin 1 or Basin 2 is not maintained in such a manner that they are functioning in accordance with their design, the Township shall adhere to the same procedures as are set forth in paragraph 5 relating to the maintenance of the Common Access Easements. The Township shall have all of the rights and remedies specified in paragraph 5 to collect the costs of maintenance of Basin 1 and Basin 2 if Pulte or Brandywine fails to maintain the same.

10. **Grant of Utilities Easement to Pulte.** The Township hereby grants and conveys to Pulte, and its successors and assigns, an easement over a portion of the Township's Property, such area being located in the cartway of the Second Common Access Easement, as is necessary for Pulte to use, operate, inspect, maintain, repair, construct, reconstruct, renew, replace, remove and relocate, in whole or in part, any utility lines and appurtenant facilities that cross over or through the Township's Property to serve the Pulte Property.

11. **Grant of Non-Exclusive Access Easement from Pulte.** Pulte hereby grants and conveys to the Township, Applebrook, the Chamber and Brandywine, and their successors and assigns, a non-exclusive access easement on, over, across and through a



portion of the Pulte Property, as more particularly described by metes and bounds in the legal description which is attached hereto as Exhibit "K" and is shown on a plan entitled Road Exhibit for Applebrook Pulte Homes, L.P., prepared by Chester Valley Engineers, Inc. dated October 31, 2005 which is attached hereto as Exhibit "L", (the "Pulte Common Access Easement") for access to the Township's Property, the Applebrook Property, the Chamber Property and the Brandywine Property. Pulte's conveyance of the Pulte Common Access Easement is under and subject to the limitation that the Township's, Applebrook's, Chamber's and Brandywine's right of access over the Pulte Common Access Easement shall be suspended during Pulte's development of the Pulte Property. Notwithstanding the foregoing, in the event the Township requires a second emergency access route to the Brandywine Property and the Pulte Property from East Boot Road, Pulte shall provide such emergency access over the Pulte Property in a location approved by the Township. The Pulte Common Access Easement rights granted in this Agreement shall be deemed to have been granted to the Township and Brandywine in the reconfigured Hibberd Lane and Grist Mill Lane (as depicted on the Pulte Land Development Plan) to the same extent and on the same terms and conditions as provided herein upon such time as Pulte completes construction of the Road Improvements and Hibberd Lane and Grist Mill Lane are open to traffic from East Boot Road. Pulte's conveyance of the Pulte Common Access Easement is under and subject to the further limitation that the Township's, Applebrook's, the Chamber's and Brandywine's right of access over the Pulte Common Access Easement is and shall remain non-exclusive and held in common with the right of access over, across and through the said Pulte Common Access Easement by all other users thereof, and their invitees, employees, guests and all



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others lawfully accessing the aforesaid properties over the Pulte Common Access Easement and such other users as Pulte shall determine necessary and/or appropriate from time to time in Pulte's sole and exclusive discretion. The Township's, Applebrook's, Chamber's and Brandywine's use of the Pulte Common Access Easement shall be limited to vehicular and pedestrian ingress, egress and regress to and from the Pulte Common Access Easement to the Township's Property, Applebrook Property, Chamber Property and the Brandywine Property, respectively.

12. **Waiver of Liens Prior to Commencement of Work.** Prior to performing any work on the Township's Property pursuant to this Agreement and the Pulte Land Development Plan, Pulte and Brandywine shall first secure all necessary permits and approvals from the Township and shall cause to be filed of record a waiver of liens executed by Pulte's or Brandywine's general contractor and filed forthwith with the appropriate public office prior to commencement of any work. Such waiver of liens shall waive, to the full extent permitted by applicable law, the rights of Pulte's or Brandywine's general contractor and the rights of all subcontractors, laborers and materialmen and parties acting through or under them, to file or maintain any mechanic's liens or claims against the Township's Property.

13. **Indemnification of the Township.** The Grantees shall, at their sole cost and expense, indemnify and save harmless the Township from any suit, demand, claim, cause of action, loss, liability, or damage, and all court costs, including reasonable attorney's fees, resulting or arising from the Grantees' use and occupancy of the Common Access Easements and any other easements granted herein by the Township, except for claims arising out of the Township's negligence or willful misconduct.



14. **Insurance.** Pulte and Brandywine each covenant and agree with the other and with the Township that each party shall, prior to commencing any construction activities permitted by the easements granted hereunder, (i) obtain general liability insurance covering all activities permitted by the easements granted hereunder with a combined single limit of not less than \$5,000,000, and shall provide a certificate evidencing such insurance to the other party and the Township, naming the other party and the Township as additional insureds thereunder and stating that the insurance company cannot cancel or refuse to renew such insurance without at least ten (10) days written notice to the additional insureds; and (ii) post any financial security required by the applicable governmental authority as a condition of the commencement of construction activities permitted by the easements granted hereunder.

15. **Manner of Construction.** Pulte and Brandywine each covenant and agree with the other and with the Township that each party, at its sole cost and expense, shall perform all of the activities permitted by the easements granted hereunder in a good and workmanlike manner and in accordance with all requirements of all governmental authorities having jurisdiction, and in such a manner as to minimize disruption to the other party's use and enjoyment of their property.

16. **Termination of Common Access Easements if Alternative Means of Access Becomes Available.**

A. If a private or public road or private driveway access to the Grantees' respective properties is ever installed so as to make the continued need for and use of all or any portion of the Common Access Easements unnecessary, then in that event, the Common Access Easements herein granted shall automatically cease and terminate, and




this Agreement as it pertains thereto shall be extinguished and terminated, and this provision for extinguishment and termination thereof shall be sufficient to effectuate extinguishment of the access easement only, without the execution or recording in any public office by either the Township or the Grantees or their respective successors and assigns of any document evidencing and acknowledging such extinguishment and termination.

B. If the Township ever accepts a deed of dedication for all or any portion of the Common Access Easements, thereby accepting such road or portion of such road as a public road, then in that event, the portion of the Common Access Easements which is accepted as a public road shall automatically cease and terminate, and this Agreement as it pertains thereto shall be extinguished and terminated, and this provision for extinguishment and termination thereof shall be sufficient to effectuate extinguishment of the access easement only, without the execution or recording in any public office by either the Township or the Grantees or their respective successors and assigns of any document evidencing and acknowledging such extinguishment and termination.

17. **Enforcement.**

A. By the Township. The Township shall have the right on behalf of itself and the general public to enforce compliance with this Agreement against the Grantees and, in connection therewith, the Township shall have all rights and remedies available to it at law or in equity including, but not limited to, all equitable remedies, including the right of specific performance, and recovery of reasonable attorney's fees and court costs incurred by the Township in its enforcement of this Agreement.

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B. By the Grantees. The Grantees shall have the right to enforce compliance of this Agreement against the Township and in connection therewith, the Grantees shall have all rights and remedies available to them at law or in equity including, but not limited to, all equitable remedies, including the right of specific performance, and recovery of reasonable attorney's fees and court costs incurred by the Grantees to enforce this Agreement.

18. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any action brought by either party hereto shall be brought only in the Court of Common Pleas of Chester County, Pennsylvania.

19. **Applebrook Declaration and Chamber Declaration Still In Effect.** Except as otherwise modified herein with respect to the location of and allocation of the maintenance costs for the Common Access Easements, the Applebrook Declaration and Chamber Declaration shall remain in full force and effect.

20. **Notices.** All notices, demands, requests, consents, approvals and other communications (collectively, "Notices") required or permitted to be given hereunder must be in writing, and must be given or made by personal delivery or by mailing the same by certified, registered or express mail, or express delivery service, postage prepaid, return receipt requested, addressed to the party to be so notified, using the address listed in the introductory paragraph of this Agreement and the address for where tax bills must be sent for each party's respective property. Notice to Pulte's successors and assigns shall be sent to the address on record with the Township for the homeowners association which is organized for the residential development on the Pulte Property. Notice shall be deemed



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given on receipt either (i) by certified first class United States mail, postage prepaid, return receipt requested or (ii) by overnight delivery with trackable and guaranteed delivery, such as Federal Express, or (iii) by personal service, whichever occurs first.

21. **Binding Agreement**. This Agreement shall be binding upon the Township and the Grantees and their respective successors and assigns in title. The parties acknowledge that it is contemplated that Pulte will assign its rights and obligations hereunder to a homeowners association to be created in connection with development of the Pulte Property and that upon such assignment, this Agreement shall inure to the benefit of and be binding upon the homeowners association, and Pulte shall be released from any obligations or liabilities arising after the date which is the later of (i) the date of such assignment or (ii) the date Pulte completes the construction activities set forth in this Agreement, including, without limitation, those obligations set forth in paragraph 6.


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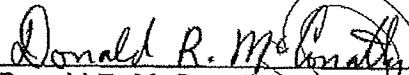
IN WITNESS WHEREOF, the Township and the Grantees, each intending to be legally bound, have hereunto set their hands and seals, by their duly authorized officers and officials, all on the day and year first indicated hereinabove.

ATTEST:



Secretary

EAST GOSHEN TOWNSHIP

BY: 

Donald R. McConathy
Chairman, Board of Supervisors

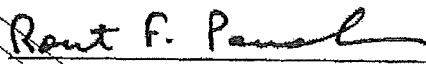
ATTEST:

APPLEBROOK ASSOCIATES, L.P.

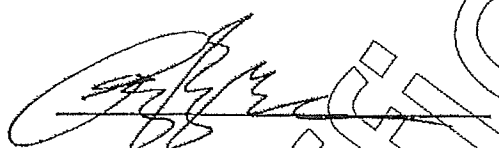
BY: 

ATTEST:

FOUNDATION OF THE CHESTER COUNTY CHAMBER

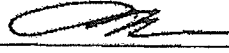
BY: 

ATTEST:



BRANDYWINE OPERATING PARTNERSHIP, L.P., a Delaware Limited Partnership

BY: BRANDYWINE REALTY TRUST, a Maryland Trust, Its General Partner

BY: 

ATTEST:



PULTE HOMES OF PA, LIMITED PARTNERSHIP, a Michigan limited partnership

BY: PULTE HOME CORPORATION OF THE DELAWARE VALLEY, its sole general partner

BY: 



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COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER

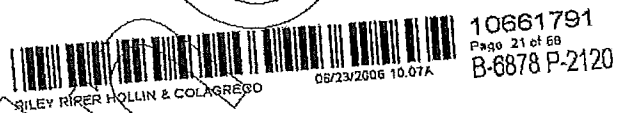
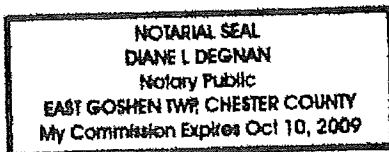
SS
:

On this, the 20th day of June, 2006 before me, the undersigned officer, personally appeared Donald R. McConathy and Louis F. Smith, Jr., who acknowledged themselves to be, respectively, the Chairman of the East Goshen Township Board of Supervisors and the Township Secretary, and that they, being authorized to do so, executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

MY COMMISSION EXPIRES:



COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER

On this, the 7 day of June 2006, before me, the undersigned officer, personally appeared Anthony A. Nichols, Sr and Founding Board Member who acknowledged themselves to be the General Partner and of Applebrook Associates, L.P., and that they, being authorized to do so, executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Patricia M. Perri
 NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Patricia M. Perri, Notary Public
 East Goshen Twp., Chester County
 My Commission Expires July 8, 2007
 Member, Pennsylvania Association of Notaries



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COMMONWEALTH OF PENNSYLVANIA:

SS

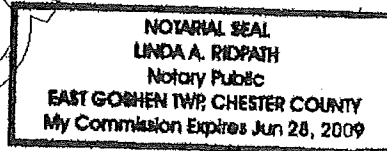
COUNTY OF CHESTER

On this, the 5 day of June, 2006, before me, the undersigned officer, personally appeared Robert F. Powelson and _____ who acknowledged themselves to be the President and _____ of Foundation of the Chester County Chamber, and that they, being authorized to do so, executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Linda A. Ridpath
NOTARY PUBLIC

MY COMMISSION EXPIRES:



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COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER ^{SS} *Montgomery* :

On this, the 24th day of May, 2006, before me, the undersigned officer, personally appeared Anthony S. Puzis and _____ who acknowledged themselves to be the General Partner and _____ of Brandywine Operating Partnership, L.P., and that they, being authorized to do so, executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kristine M. Fisher

NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/9/2006

Notary Seal
Kristine M. Fisher, Notary Public
West Conshohocken Boro, Montgomery County
My Commission Expires Sept. 9, 2006
Member, Pennsylvania Association of Notaries



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COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER Buck SS

On this, the 22nd day of May, 2006, before me, the undersigned officer, personally appeared Matthew Pallas and William E. Meiser who acknowledged themselves to be the Vice President and President of Pulte Home Corporation of the Delaware Valley, the sole general partner of Pulte Homes of PA, Limited Partnership, and that they, being authorized to do so, executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Laurie K. Hobbs
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/8/08

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Laurie K. Hobbs, Notary Public
Bensalem Twp., Bucks County
My Commission Expires Sept. 8, 2008
Member, Pennsylvania Association Of Notaries



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LIST OF EXHIBITS:

- A. Legal description for First Common Access Easement over Township Property from Paoli Pike dated April 19, 2000
- B. Legal Description of Second Common Access Easement on Township property from East Boot Road dated October 25, 2005
- C. Access Easement Plan for Pulte Homes of PA L.P. prepared by Highpoint Services, Inc. dated August 2, 2005
- D. Cost Sharing Agreement between Pulte and Brandywine dated August 17, 2005
- E. Legal Description for location of Pulte Sign Improvements on Township property
- F. Signage and Landscaping Easement Plan for Pulte Homes of PA, L.P. prepared by Highpoint Services, Inc. dated August 3, 2005
- G. Legal Description for location of Brandywine Sign Improvements on Township property
- H. Signage Easement Plan for Brandywine Realty Trust prepared by Highpoint Services, Inc. dated March 7, 2006
- I. Legal Description for Drainage Easement
- J. Drainage Easement Plan for Brandywine Realty Trust prepared by Highpoint Services, Inc. dated July 30, 2005
- K. Legal Description for Common Access Easement on Pulte property
- L. Road Exhibit for Applebrook Pulte Homes of Pa, L.P. prepared by Chester Valley Engineers, Inc. dated October 31, 2005



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EXHIBIT "A"

**LEGAL DESCRIPTION FOR FIRST COMMON ACCESS
EASEMENT OVER TOWNSHIP PROPERTY FROM PAOLI
PIKE DATED APRIL 19, 2000**

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06/23/2006 10.07A
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CHESTER VALLEY ENGINEERS, INC.

Civil Engineers & Land Surveyors

83 Chestnut Road • P.O. Box 447 • Paoli • Pennsylvania • 19301
(610) 644-4623 • Fax (610) 889-3143 • www.chestero.com

CVE #15440

Access Drive to Applebrook Commercial
Development Over Lot 1
East Goshen Township
April 19, 2000

ALL THAT CERTAIN tract or parcel of land **SITUATE** in East Goshen Township, Chester County, Pennsylvania shown as Revised Access Drive To Applebrook Commercial Development on Plan of Subdivision for Chester County Chamber of Business & Industry dated 3-17-2000, revised 4-10-2000, by Chester Valley Engineers, Inc., Paoli, Pennsylvania and bounded and described as follows:

BEGINNING at a point on the widened easterly right of way line of Paoli Pike (S.R. 2014) at lands of Lot 1 now or formerly of East Goshen Township, which point is the following three (3) courses and distances from a common corner of said Lot 1 and lands of Lot 8 now or late of Goshenville Friends on the said widened easterly right of way line of Paoli Pike: (1) along said widened right of way line North 35 degrees 28 minutes 53 seconds East a distance of 415.20 feet to a point; (2) along same North 33 degrees 51 minutes 48 seconds East a distance of 242.58 feet to a point; (3) along same North 33 degrees 56 minutes 58 seconds East a distance of 603.31 feet to the point of beginning; thence from the point of beginning, continuing along said right of way line in an extension of the last described course North 33 degrees 56 minutes 58 seconds East a distance of 123.15 feet to a point; thence leaving said right of way line, and over said lands of Lot 1 the following eight (8) courses and distances: (1) along a radius return curve to the left having a radius of 28.00 feet, a length of arc of 36.46 feet and a chord which bears South 18 degrees 44 minutes 38 seconds East 33.94 feet to a point of tangency; (2) South 56 degrees 03 minutes 06 seconds East a distance of 80.96 feet to an angle point; (3) South 46 degrees 57 minutes 41 seconds East a distance of 101.27 feet to an angle point; (4) South 56 degrees 03 minutes 06 seconds East a distance of 93.36 to a point of curvature; (5) along a curve to the right having a radius of 175.00 feet, a length of arc of 257.29 feet and a chord which bears South 13 degrees 55 minutes 58 seconds East 234.73 feet to a point of tangency; (6) South 28 degrees 11 minutes 09 seconds West a distance of 209.59 feet to a point of curvature; (7) along a curve to the left having a radius of 150.00 feet, a length of arc of 268.33 feet and a chord which bears



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EXHIBIT A

CHESTER VALLEY ENGINEERS, INC.

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CVE #15440

Access Drive to Applebrook Commercial

Development Over Lot 1

East Goshen Township

April 19, 2000

Page 2

South 23 degrees 03 minutes 38 seconds East 233.95 feet to a point of tangency; (8) South 74 degrees 18 minutes 25 seconds East a distance of 144.98 feet to lands of Lot 3 now or late of Brandywine Realty Trust; thence along said lands of Lot 3 South 04 degrees 22 minutes 59 seconds West a distance of 51.03 feet to a point; thence leaving said Lot 3 and over said lands of Lot 1 the following nine (9) courses and distances: (1) along a curve to the left having a radius of 475.00 feet, a length of arc of 6.29 feet and a chord which bears North 73 degrees 55 minutes 38 seconds West 6.29 feet to a point of tangency; (2) North 74 degrees 18 minutes 25 seconds West a distance of 148.69 feet to a point of curvature; (3) along a curve to the right having a radius of 200.00 feet, a length of arc of 357.77 feet and a chord which bears North 23 degrees 03 minutes 38 seconds West 311.94 feet to a point of tangency; (4) North 28 degrees 11 minutes 09 seconds East a distance of 209.59 feet to a point of curvature; (5) along a curve to the left having a radius of 125.00 feet, a length of arc of 183.78 feet and a chord which bears North 13 degrees 55 minutes 58 seconds West 167.67 feet to a point of tangency; (6) North 56 degrees 03 minutes 06 seconds West a distance of 93.36 feet to an angle point; (7) North 65 degrees 08 minutes 31 seconds West a distance of 101.27 feet to an angle point; (8) North 56 degrees 03 minutes 06 seconds West a distance of 80.96 feet to a point of curvature; (9) along a radius return curve to the left having a radius of 28.00 feet, a length of arc of 36.48 feet and a chord which bears South 86 degrees 37 minutes 42 seconds West 33.95 feet to the said widened easterly right of way line of Paoli Pike and the point and place of beginning; and CONTAINING in area whatever it may.



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EXHIBIT A

EXHIBIT "B"

**LEGAL DESCRIPTION OF SECOND COMMON ACCESS
EASEMENT ON TOWNSHIP PROPERTY FROM EAST BOOT
ROAD DATED OCTOBER 25, 2005**



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#17372 – Pulte Homes
Access Easement
October 25, 2005
Dwg.
Page 1

ALL THAT CERTAIN parcel of land SITUATE in East Goshen Township, Chester County, Pennsylvania, being shown as 50 feet wide Access and Utility Easement over UPI no. 53-4-89.1 on Access Easement Plan for Pulte Homes of Pa, L.P. dated August 2, 2005 by Highpoint Services, Inc., Phoenixville, Pennsylvania, and being more fully described as follows:

BEGINNING at a point on the southeasterly right of way line of East Boot Road – T-385, said beginning point being measured along said right of way line South 58 degrees 58 minutes 33 seconds West 281.05 feet from the intersection of said right of way line with the common line between UPI no. 53-4-89.1 and 53-4-89.2; thence from the point of beginning, along said right of way line, the following two (2) courses and distances: (1) South 58 degrees 58 minutes 33 seconds West 10.56 feet to a point of curvature; (2) along a curve to the right having a radius of 800.00 feet, an arc length of 39.50 feet, and a chord bearing South 60 degrees 23 minutes 24 seconds West 39.49 feet; thence through UPI no. 53-4-89.1, the following three (3) courses and distances: (1) leaving said right of way line, North 27 degrees 11 minutes 43 seconds West 22.33 feet to a point of curvature; (2) along a curve to the right having a radius of 175.00 feet, an arc length of 246.72 feet, and a chord bearing North 13 degrees 11 minutes 34 seconds East 226.79 feet to a point of tangency; (3) North 53 degrees 34 minutes 51 seconds East 168.12 feet to a point on line of UPI no. 53-4-89.2; thence along the same, South 32 degrees 11 minutes 02 seconds East 50.14 feet; thence through UPI 53-4-89.1, the following three (3) courses and distances: (1) South 53 degrees 34 minutes 51 seconds West 164.41 feet to a point of curvature; (2) along a curve to the left having a radius of 125.00 feet, an arc length of 176.23 feet, and a chord bearing South 13 degrees 11 minutes 34 seconds West 161.99 feet to a point of tangency; (3) South 27 degrees 11 minutes 43 seconds East 19.96 feet to the point of beginning; and **ENCOMPASSING** in area, whatever it may; and **BEING** part of Uniform Parcel Identifier no. 53-4-89.1.



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EXHIBIT B

EXHIBIT "C"

**ACCESS EASEMENT PLAN FOR PULTE HOMES OF PA L.P.
PREPARED BY HIGHPOINT SERVICES, INC.
DATED AUGUST 2, 2005**



RILEY ROPER MOLLIN & COLAGRECO

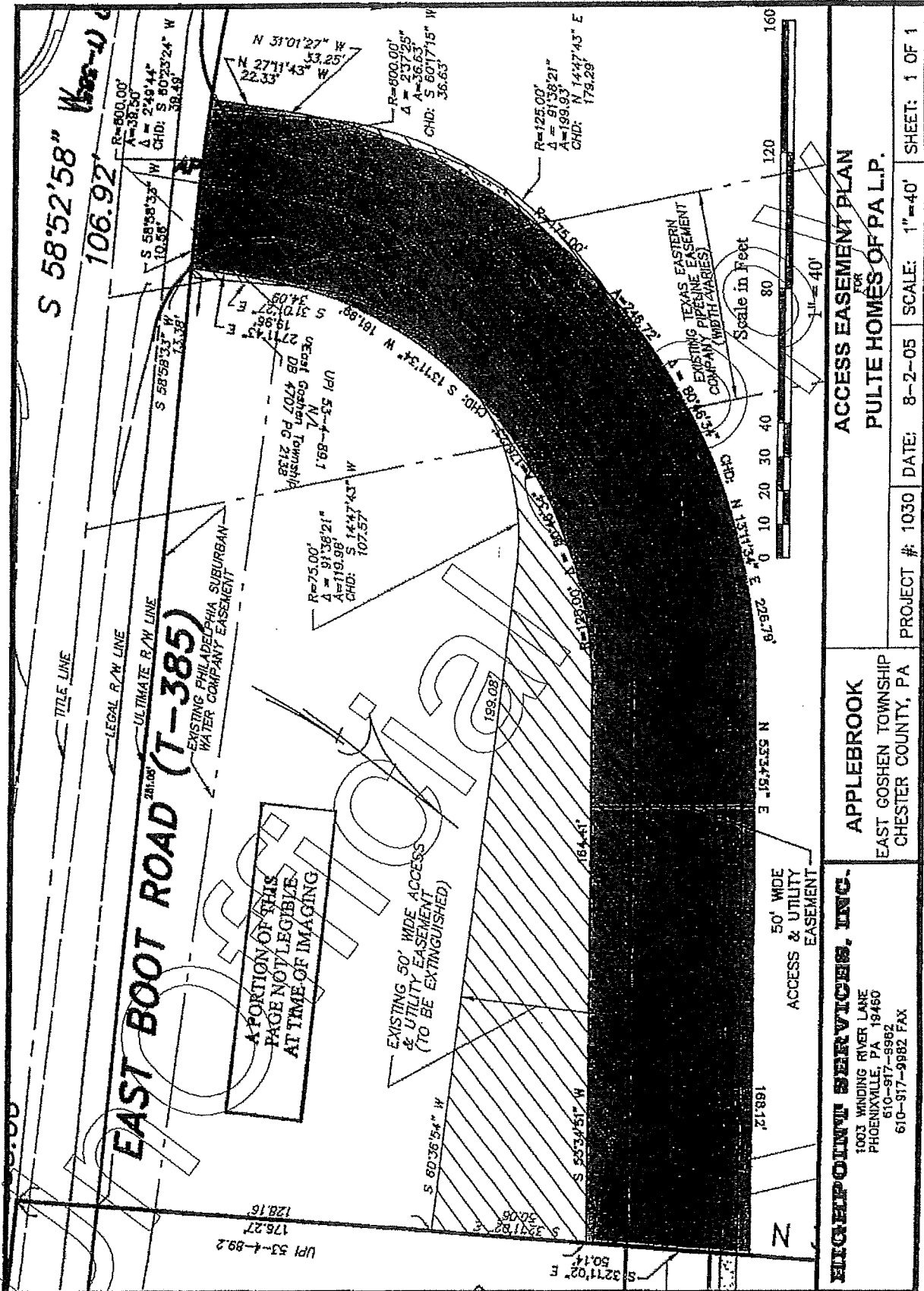
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EAST BOOT ROAD (T-385)
 LEGAL R/W LINE
 ULTIMATE R/W LINE
 EXISTING PHILADELPHIA SUBURBAN
 WATER COMPANY EASEMENT

A PORTION OF THIS
 PAGE NOT LEGIBLE
 AT TIME OF IMAGING

EXISTING 50' WIDE ACCESS
 & UTILITY EASEMENT
 (TO BE EXTINGUISHED)

50' WIDE
 ACCESS & UTILITY
 EASEMENT

HIGHPOINT SERVICES, INC.
 1003 WINDING RIVER LAKE
 PHOENIXVILLE, PA 19460
 610-917-8982
 610-917-9982 FAX

APPLEBROOK
 EAST GOSHEN TOWNSHIP
 CHESTER COUNTY, PA

ACCESS EASEMENT PLAN
 FOR
PULTE HOMES OF PA L.P.

PROJECT #: 1030 DATE: 8-2-05 SCALE: 1"=40' SHEET: 1 OF 1

EXHIBIT "D"

**COST SHARING AGREEMENT BETWEEN PULTE AND
BRANDYWINE DATED AUGUST 17, 2005**



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EXHIBIT "E"

**LEGAL DESCRIPTION FOR LOCATION OF PULTE SIGN
IMPROVEMENTS ON TOWNSHIP PROPERTY**

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Civil Engineers & Land Surveyors

83 Chestnut Road • P.O. Box 447 • Paoli • Pennsylvania • 19301
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#17372 – Pulte Homes
Signage & Landscaping Easement
October 25, 2005
Dwg.
Page 1

ALL THAT CERTAIN parcel of land **SITUATE** in East Goshen Township, Chester County, Pennsylvania, being shown as Signage and Landscaping Easement over UPI no. 53-4-89.1 on Signage & Landscaping Easement Plan for Pulte Homes of Pa, L.P. dated August 3, 2005 by Highpoint Services, Inc., Phoenixville, Pennsylvania, and being more fully described as follows: **BEGINNING** at a point on the southeasterly right of way line of East Boot Road – T-385, said beginning point being measured along said right of way line South 58 degrees 58 minutes 33 seconds West 232.44 feet from the intersection of said right of way line with the common line between UPI no. 53-4-89.1 and 53-4-89.2; thence from the point of beginning, along said right of way line, the following two (2) courses and distances: (1) South 58 degrees 58 minutes 33 seconds West 59.18 feet to a point of curvature; (2) along a curve to the right having a radius of 800.00 feet, an arc length of 95.12 feet, and a chord bearing South 62 degrees 22 minutes 55 seconds West 95.06 feet; thence through UPI no. 53-4-89.1, the following seven (7) courses and distances: (1) leaving said right of way line, North 27 degrees 11 minutes 43 seconds West 16.30 feet; (2) North 17 degrees 48 minutes 17 seconds East 58.63 feet; (3) North 69 degrees 30 minutes 00 seconds East 74.21 feet; (4) South 27 degrees 11 minutes 43 seconds East 20.82 feet; (5) South 27 degrees 11 minutes 43 seconds East 14.85 feet; (6) North 58 degrees 58 minutes 33 seconds East 27.50 feet; (7) South 31 degrees 01 minute 27 seconds East 15.00 feet to the point of beginning; and **ENCOMPASSING** in area, whatever it may; and **BEING** part of Uniform Parcel Identifier no. 53-4-89.1



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EXHIBIT "F"

**SIGNAGE AND LANDSCAPING EASEMENT PLAN FOR
PULTE HOMES OF PA, L.P. PREPARED BY HIGHPOINT
SERVICES, INC. DATED AUGUST 3, 2005**



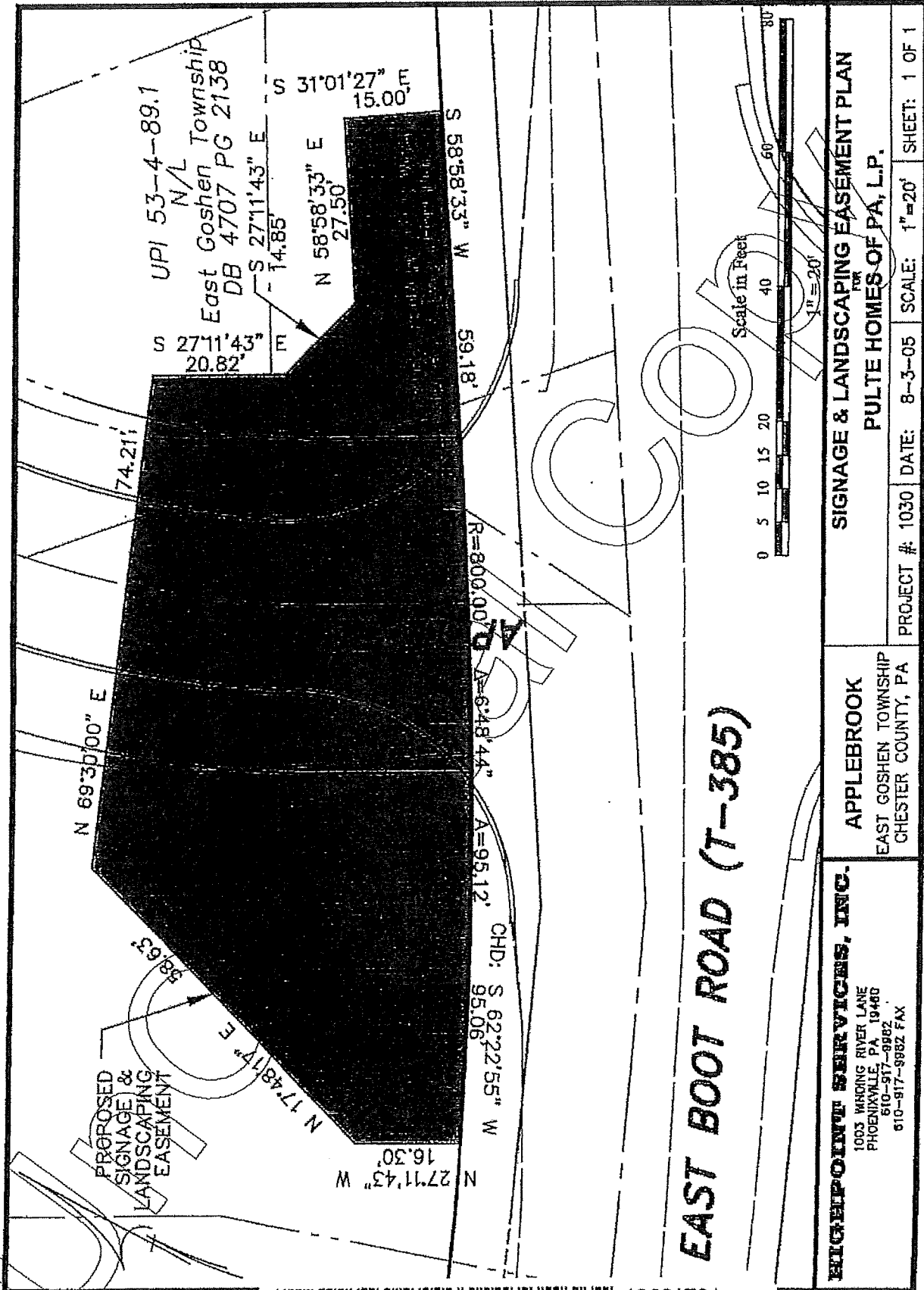
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HIGHPOINT SERVICES, INC.
 1003 WINDING RIVER LANE
 PHOENIXVILLE, PA 19380
 610-917-8982
 610-917-9952 FAX

APPLEBROOK
 EAST GOSHEN TOWNSHIP
 CHESTER COUNTY, PA

SIGNAGE & LANDSCAPING EASEMENT PLAN
 FOR
PULTE HOMES OF PA, L.P.

PROJECT #: 1030 DATE: 8-3-05 SCALE: 1"=20' SHEET: 1 OF 1



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EXHIBIT F

EXHIBIT "G"

**LEGAL DESCRIPTION FOR LOCATION OF BRANDYWINE
SIGN IMPROVEMENTS ON TOWNSHIP PROPERTY**

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Highpoint Services, Inc.

Civil & Environmental Engineers

Applebrook
Proposed Signage Easement
March 20, 2006

ALL THAT CERTAIN tract or parcel of land **SITUATE** in East Goshen Township, Chester County, Pennsylvania, shown as Proposed Sign Easement on Signage Easement Plan For Brandywine Realty Trust, dated March 7, 2006, by Highpoint Services, Inc., Phoenixville, Pennsylvania, and bounded and described as follows:

BEGINNING at a point on the southeasterly ultimate right-of-way line of Paoli Pike (75 feet wide), said point being South 33 degrees 56 minutes 58 seconds West 115.80 feet from a point of curvature on the southeasterly ultimate right-of-way line of Paoli Pike; thence from said point of beginning through lands now or late of East Goshen Township the following three (3) courses and distances: (1) along an arc curving to the right having a radius of 78.00 feet, an arc length of 25.76 feet and a chord bearing of North 85 degrees 11 minutes 59 seconds East 25.64 feet to a point; (2) South 33 degrees 56 minutes 58 seconds West 29.03 feet to a point; (3) North 56 degrees 03 minutes 02 seconds West 20.00 feet to a point on the southeasterly ultimate right-of-way line of Paoli Pike; thence along said ultimate right-of-way line North 33 degrees 56 minutes 58 seconds East 12.98 feet to the place of beginning; and **CONTAINING** 438 square feet in area, more or less.



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1003 Winding River Lane • Phoenixville, PA • 19460
Phone: (610) 917-9982 • Fax: (267) 295-2749

EXHIBIT G

EXHIBIT "H"

**SIGNAGE EASEMENT PLAN FOR BRANDYWINE REALTY
TRUST PREPARED BY HIGHPOINT SERVICES, INC. DATED
MARCH 7, 2006**



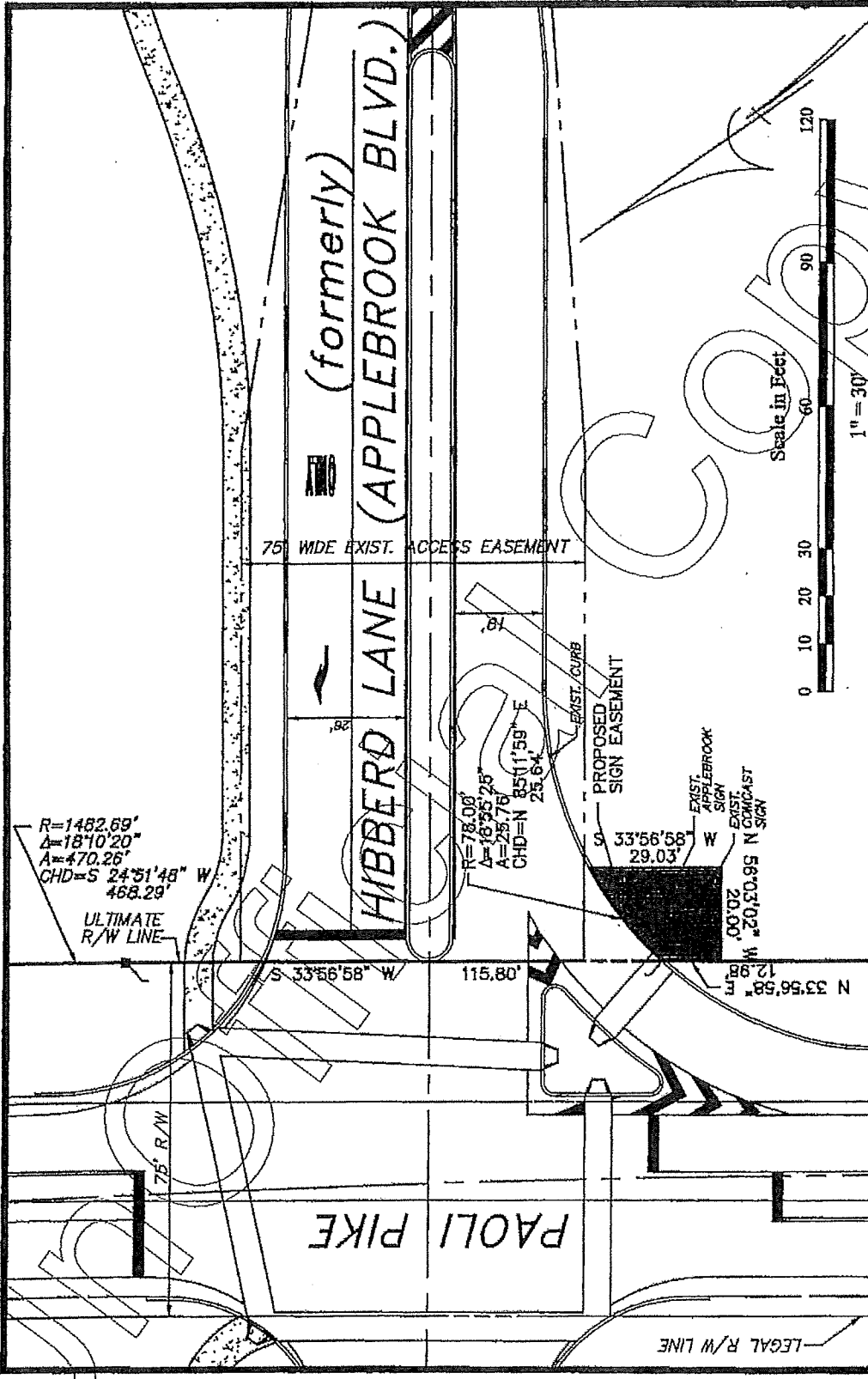
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HIGHTPOINT SERVICES, INC.
 1003 WINDING RIVER LANE
 PHOENIXVILLE, PA 19460
 610-817-9882
 267-295-2749 FAX

APPLEBROOK
 EAST GOSHEN TOWNSHIP
 CHESTER COUNTY, PA

SIGNAGE EASEMENT PLAN
 OR
BRANDYWINE REALTY TRUST

PROJECT #: 1030 DATE: 3-7-06 SCALE: 1"=30' SHEET: 1 OF 1

EXHIBIT "I"

LEGAL DESCRIPTION FOR DRAINAGE EASEMENT

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Civil Engineers & Land Surveyors

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(610) 644-4623 • Fax (610) 889-3143 • www.chesterv.com

#17372 – Pulte Homes
Drainage Easement
October 25, 2005
Dwg.
Page 1

ALL THAT CERTAIN parcel of land SITUATE in East Goshen Township, Chester County, Pennsylvania, being shown as 20 feet wide Drainage Easement over UPI no. 53-4-89.2 on Drainage Easement Plan for Brandywine Realty Trust dated July 30, 2005 by Highpoint Services, Inc., Phoenixville, Pennsylvania, and being more fully described as follows: **BEGINNING** at a point on the northerly right of way line of Applebrook Boulevard, variable width, said beginning point being measured North 06 degrees 10 minutes 23 seconds East 29.40 feet from the northerly intersection of the centerline of said Applebrook Boulevard with the centerline of Road B; thence from the point of beginning, through UPI no. 53-4-89.2, along said northerly right of way line of Applebrook Boulevard, the following two (2) courses and distances: (1) along a curve to the left having a radius of 222.50 feet, an arc length of 8.37 feet, and a chord bearing North 73 degrees 05 minutes 36 seconds East 8.37 feet to a point of tangency; (2) North 72 degrees 00 minutes 56 seconds East 11.65 feet; thence through UPI no. 53-4-89.2, the following seven (7) courses and distances: (1) leaving said right of way line, South 15 degrees 12 minutes 37 seconds East 17.41 feet; (2) South 04 degrees 52 minutes 25 seconds East 58.36 feet; (3) South 21 degrees 41 minutes 47 seconds East 116.28 feet; (4) South 25 degrees 55 minutes 50 seconds East 47.63 feet; (5) South 64 degrees 04 minutes 10 seconds West 22.69 feet; (6) South 27 degrees 41 minutes 11 seconds East 51.36 feet; (7) South 57 degrees 42 minutes 52 seconds West 147.69 feet to a point on line of UPI no. 53-4-89.1; thence along the same, North 32 degrees 11 minutes 02 seconds West 20.00 feet; thence through UPI no. 53-4-89.2, the following seven (7) courses and distances: (1) North 57 degrees 42 minutes 52 seconds East 129.20 feet; (2) North 27 degrees 41 minutes 11 seconds West 53.52 feet; (3) North 64 degrees 04 minutes 10 seconds East 23.31 feet; (4) North 25 degrees 55 minutes 50 seconds West 28.37 feet; (5) North 21 degrees 41 minutes 47 seconds West 119.98 feet; (6) North 04 degrees 52 minutes 25 seconds West 59.51 feet; (7) North 15 degrees 12 minutes 37



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EXHIBIT I

CHESTER VALLEY ENGINEERS, INC.

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#17372 – Pulte Homes
Drainage Easement
October 25, 2005
Dwg.
Page 2

seconds West 14.79 feet to the point of beginning; and **ENCOMPASSING** in area, whatever it may; and **BEING** part of Uniform Parcel Identifier no. 53-4-89.2.



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EXHIBIT "J"

**DRAINAGE EASEMENT PLAN FOR BRANDYWINE REALTY
TRUST PREPARED BY HIGHPIONT SERVICES, INC. DATED
JULY 30, 2005**



RILEY ROPER HOLLIN & COLAGRECO

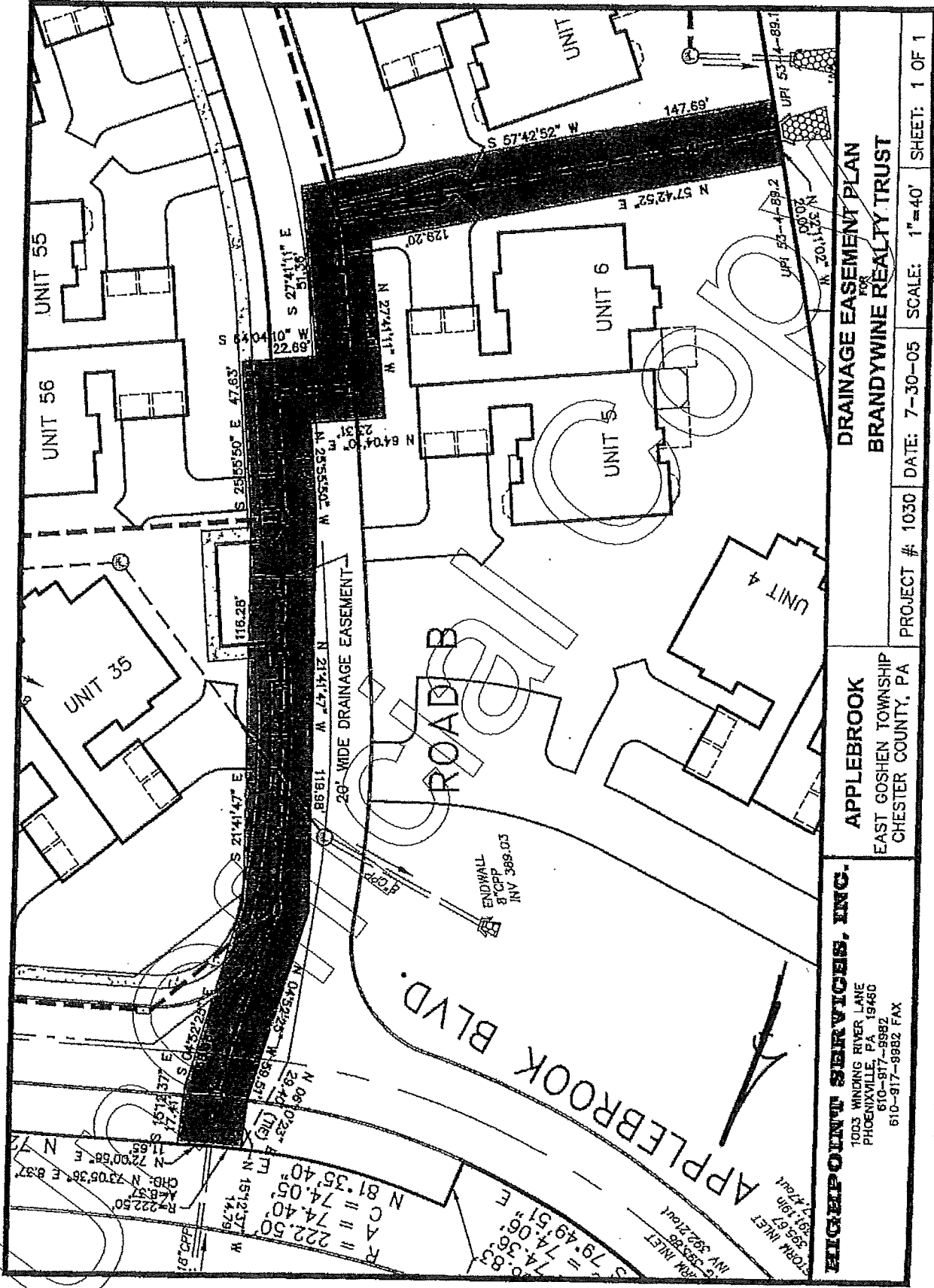
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**DRAINAGE EASEMENT PLAN
FOR
BRANDYWINE REALTY TRUST**

APPLEBROOK
EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PA

HIGPOINT SERVICES, INC.
1003 WINDING RIVER LANE
PHOENIXVILLE, PA 19460
610-917-8982
610-917-9982 FAX

PROJECT # 1030 DATE: 7-30-05 SCALE: 1"=40' SHEET: 1 OF 1

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EXHIBIT "K"

**LEGAL DESCRIPTION FOR COMMON ACCESS EASEMENT
ON PULTE PROPERTY**



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#17372 – Pulte Homes
Hibberd Lane
October 31, 2005
Dwg.
Page 1

ALL THAT CERTAIN parcel of land SITUATE in East Goshen Township, Chester County, Pennsylvania, being shown as Hibberd Lane on Road Exhibit for Applebrook prepared for Pulte Homes of Pa, L.P., dated October 31, 2005 by Chester Valley Engineers, Inc., Paoli, Pennsylvania, and being more fully described as follows:

BEGINNING at the westerly corner in common of Lots 1 and 2, a point on line of lands now or late of East Goshen Township (a/k/a UPI no. 53-4-89.1); thence from the point of beginning, along the common line between Lots 1 and 2, the following seven (7) courses and distances: (1) South 70 degrees 50 minutes 08 seconds East 130.99 feet to a point of curvature; (2) along a curve to the left having a radius of 236.83 feet, an arc length of 74.36 feet, and a chord bearing South 79 degrees 49 minutes 51 seconds East 74.06 feet; (3) North 01 degree 10 minutes 25 seconds East 14.33 feet; (4) along a curve to the left having a radius of 222.50 feet, an arc length of 74.40 feet, and a chord bearing North 81 degrees 35 minutes 40 seconds East 74.05 feet to a point of tangency; (5) North 72 degrees 00 minutes 56 seconds East 211.18 feet to a point of curvature; (6) along a curve to the right having a radius of 307.50 feet, an arc length of 16.75 feet, and a chord bearing North 73 degrees 34 minutes 35 seconds East 16.75 feet; (7) North 58 degrees 17 minutes 59 seconds East 44.41 feet; thence through Lot 2, the following eleven (11) courses and distances: (1) along a curve to the right having a radius of 323.17 feet, an arc length of 73.92 feet, and a chord bearing North 89 degrees 14 minutes 49 seconds East 73.76 feet; (2) South 03 degrees 54 minutes 27 seconds West 20.01 feet; (3) along a curve to the right having a radius of 303.17 feet, an arc length of 584.47 feet, and a chord bearing South 28 degrees 50 minutes 48 seconds East 498.07 feet; (4) South 61 degrees 36 minutes 03 seconds East 20.01 feet; (5) along a curve to the right having a radius of 323.17 feet, an arc length of 45.87 feet, and a chord bearing South 30 degrees 34 minutes 24 seconds West 45.83 feet to a point of tangency; (6) South 34 degrees 38 minutes 23 seconds West 98.81 feet; (7) North 55 degrees 21 minutes 37



RILEY RIPER HOLLIN & COLAGRECO

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EXHIBIT K

CHESTER VALLEY ENGINEERS, INC.

Civil Engineers & Land Surveyors

83 Chestnut Road • P.O. Box 447 • Paoli • Pennsylvania • 19301

(610) 644-4623 • Fax (610) 889-3143 • www.chesterv.com

#17372 – Pulte Homes
Hibberd Lane
October 31, 2005
Dwg.
Page 2

seconds West 20.00 feet; (8) South 34 degrees 38 minutes 23 seconds West 76.66 feet; (9) along a curve to the right having a radius of 85.67 feet, an arc length of 194.24 feet, and a chord bearing South 34 degrees 38 minutes 58 seconds West 155.23 feet; (10) along a curve to the right having a radius of 323.17 feet, an arc length of 102.71 feet, and a chord bearing South 44 degrees 28 minutes 33 seconds West 102.28 feet to a point of tangency; (11) South 53 degrees 34 minutes 51 seconds West 66.45 feet to a point on line of the aforesaid lands of East Goshen Township; thence along said lands, North 32 degrees 11 minutes 02 seconds West 46.47 feet; thence through Lot 2, the following twenty-nine (29) courses and distances: (1) North 53 degrees 34 minutes 51 seconds East 63.02 feet to a point of curvature; (2) along the southeasterly terminus of Grist Mill Lane, along a curve to the left having a radius of 276.83 feet, an arc length of 91.52 feet, and a chord bearing North 44 degrees 06 minutes 37 seconds East 91.10 feet to a point of tangency; (3) continuing along the southeasterly terminus of Grist Mill Lane, North 34 degrees 38 minutes 23 seconds East 143.10 feet; (4) North 55 degrees 21 minutes 37 seconds West 20.00 feet; (5) North 34 degrees 38 minutes 23 seconds East 61.34 feet; (6) South 55 degrees 21 minutes 37 seconds East 20.00 feet; (7) North 34 degrees 38 minutes 23 seconds East 122.13 feet to a point of curvature; (8) along a curve to the left having a radius of 256.83 feet, an arc length of 111.42 feet, and a chord bearing North 22 degrees 12 minutes 42 seconds East 110.55 feet; (9) North 82 degrees 35 minutes 51 seconds West 20.02 feet; (10) along a curve to the left having a radius of 236.83 feet, an arc length of 40.49 feet, and a chord bearing North 05 degrees 05 minutes 15 seconds East 40.44 feet; (11) South 87 degrees 13 minutes 39 seconds East 20.02 feet; (12) along a curve to the left having a radius of 256.83 feet, an arc length of 114.54 feet, and a chord bearing North 12 degrees 21 minutes 43 seconds West 113.39 feet; (13) South 62 degrees 30 minutes 12 seconds West 20.02 feet; (14) along a curve to the left having a radius of 236.83 feet, an arc length of 40.49 feet, and a chord bearing North 29 degrees 48

17372-hj-mlg



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EXHIBIT K

CHESTER VALLEY ENGINEERS, INC.

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Hibberd Lane
October 31, 2005
Dwg.
Page 3

minutes 42 seconds West 40.44 feet; (15) North 57 degrees 52 minutes 24 seconds East 20.02 feet; (16) along a curve to the left having a radius of 256.83 feet, an arc length of 112.09 feet, and a chord bearing North 47 degrees 00 minutes 38 seconds West 111.20 feet; (17) South 28 degrees 06 minutes 19 seconds West 20.02 feet; (18) along a curve to the left having a radius of 236.83 feet, an arc length of 40.49 feet, and a chord bearing North 64 degrees 12 minutes 35 seconds West 40.44 feet; (19) North 23 degrees 28 minutes 31 seconds East 20.02 feet; (20) along a curve to the left having a radius of 256.83 feet, an arc length of 175.17 feet, and a chord bearing North 88 degrees 26 minutes 43 seconds West 171.80 feet to a point of tangency; (21) South 72 degrees 00 minutes 56 seconds West 70.53 feet; (22) South 17 degrees 59 minutes 04 seconds East 20.00 feet; (23) South 72 degrees 00 minutes 56 seconds West 61.34 feet; (24) North 17 degrees 59 minutes 04 seconds West 20.00 feet; (25) along the northwesterly terminus of Grist Mill Lane, South 72 degrees 00 minutes 56 seconds West 79.31 feet to a point of curvature; (26) continuing along the northwesterly terminus of Grist Mill Lane, along a curve to the right having a radius of 273.17 feet, an arc length of 177.12 feet, and a chord bearing North 89 degrees 24 minutes 36 seconds West 174.03 to a point of tangency; (27) North 70 degrees 50 minutes 08 seconds West 70.73 feet to a point of curvature; (28) along a curve to the left having a radius of 457.08 feet, an arc length of 27.69 feet, and a chord bearing North 72 degrees 34 minutes 16 seconds West 27.69 feet to a point of tangency; (29) North 74 degrees 18 minutes 25 seconds West 22.46 feet to a point on line of the aforesaid lands of East Goshen Township; thence along said lands, North 04 degrees 22 minutes 59 seconds East 39.86 feet to the point of beginning; and **ENCOMPASSING** in area, whatever it may; and **BEING** part of Uniform Parcel Identifier no. 53-4-89.2.



RILEY RIPER HOLLIN & COLAGRECO

06/23/2006 10:07A

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Page: 62 of 66

B-8878 P-2120

17372.dwg

EXHIBIT K

CHESTER VALLEY ENGINEERS, INC.

Civil Engineers & Land Surveyors

83 Chestnut Road • P.O. Box 447 • Paoli • Pennsylvania • 19301

(610) 644-4623 • Fax (610) 889-3143 • www.chesterv.com

#17372 – Pulte Homes
Grist Mill Lane
October 31, 2005
Dwg.
Page 1

ALL THAT CERTAIN parcel of land SITUATE in East Goshen Township, Chester County, Pennsylvania, being shown as Grist Mill Lane on Road Exhibit for Applebrook prepared for Pulte Homes of Pa, L.P., dated October 31, 2005 by Chester Valley Engineers, Inc., Paoli, Pennsylvania, and being more fully described as follows:

BEGINNING at a point on the southerly line of Hibberd Lane, a point of cusp of a radius return curve forming the intersection of said southerly line of Hibberd Lane with the westerly line of Grist Mill Lane, said beginning point being measured the following five (5) courses and distances from the westerly corner in common of Lots 1 and 2, a point on line of lands now or late of East Goshen Township (a/k/a UPI no. 83-4-89.1): (1) South 04 degrees 22 minutes 59 seconds West 39.86 feet; (2) South 74 degrees 18 minutes 25 seconds East 22.46 feet to a point of curvature; (3) along a curve to the right having a radius of 457.08 feet, an arc length of 27.69 feet, and a chord bearing South 72 degrees 34 minutes 16 seconds East 27.69 feet to a point of tangency; (4) South 70 degrees 50 minutes 08 seconds East 70.73 to a point of curvature; (5) along a curve to the left having a radius of 273.17 feet, an arc length of 111.00 feet, and a chord bearing South 82 degrees 28 minutes 33 seconds East 110.23 feet to the point of beginning; thence from the point of beginning, through Lot 2, the following thirty (30) courses and distances: (1) along the southerly line of Hibberd Lane, along a curve to the left having a radius of 273.17 feet, an arc length of 66.12 feet, and a chord bearing North 78 degrees 56 minutes 59 seconds East 65.96 feet to a point of tangency; (2) continuing along said southerly line of Hibberd Lane, North 72 degrees 00 minutes 56 seconds East 23.44 feet to a point of cusp; (3) leaving said southerly line of Hibberd Lane, along a curve to the left having a radius of 24.33 feet, an arc length of 35.41 feet, and a chord bearing South 30 degrees 19 minutes 22 seconds West 32.37 feet to a point of compound curvature; (4) along a curve to the left having a radius of 276.83 feet, an arc length of 70.35 feet, and a chord bearing South 18 degrees 39 minutes 01



CHESTER VALLEY ENGINEERS, INC.

Civil Engineers & Land Surveyors

83 Chestnut Road • P.O. Box 447 • Paoli • Pennsylvania • 19301
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#17372 – Pulte Homes
Grist Mill Lane
October 31, 2005
Dwg.
Page 2

second East 70.16 feet; (5) North 64 degrees 04 minutes 10 seconds East 20.00 feet; (6) South 25 degrees 55 minutes 50 seconds East 51.34 feet; (7) South 64 degrees 04 minutes 10 seconds West 20.00 feet; (8) South 25 degrees 55 minutes 50 seconds East 57.90 feet to a point of curvature; (9) along a curve to the left having a radius of 226.83 feet, an arc length of 58.30 feet, and a chord bearing South 33 degrees 17 minutes 36 seconds East 58.14 feet to a point of tangency; (10) South 40 degrees 39 minutes 22 seconds East 111.80 feet to a point of curvature; (11) along a curve to the right having a radius of 273.17 feet, an arc length of 69.21 feet, and a chord bearing South 33 degrees 23 minutes 51 seconds East 69.03 feet to a point of tangency; (12) South 26 degrees 08 minutes 19 seconds East 43.45 feet; (13) North 63 degrees 51 minutes 41 seconds East 20.00 feet; (14) South 26 degrees 08 minutes 19 seconds East 51.34 feet; (15) South 63 degrees 51 minutes 41 seconds West 20.00 feet; (16) South 26 degrees 08 minutes 19 seconds East 14.80 feet to a point of curvature; (17) along a curve to the left having a radius of 226.83 feet, an arc length of 75.51 feet, and a chord bearing South 35 degrees 40 minutes 30 seconds East 75.16 feet to a point of compound curvature; (18) along a curve to the left having a radius of 24.33 feet, an arc length of 42.53 feet, and a chord bearing North 84 degrees 42 minutes 51 seconds East 37.32 feet to a point of cusp on the northerly line of Hibberd Lane; (19) along said northerly line of Hibberd Lane, South 34 degrees 38 minutes 23 seconds West 74.49 feet to a point of curvature; (20) continuing along said northerly line of Hibberd Lane, along a curve to the right having a radius of 276.83 feet, an arc length of 23.51 feet, and a chord bearing South 37 degrees 04 minutes 21 seconds West 23.50 feet to a point of cusp; (21) leaving said northerly line of Hibberd Lane, along a curve to the left having a radius of 24.33 feet, an arc length of 37.28 feet, and a chord bearing North 04 degrees 23 minutes 42 seconds West 33.74 feet to a point of reverse curvature; (22) along a curve to the right having a radius of 273.17 feet, an arc length of 105.64 feet, and a chord bearing North 37 degrees 13 minutes 01 second West 104.98

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RILEY RIPER HOLLIN & COLAGRECO

08/23/2006 10:07A

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EXHIBIT K

CHESTER VALLEY ENGINEERS, INC.

Civil Engineers & Land Surveyors

83 Chestnut Road • P.O. Box 447 • Paoli • Pennsylvania • 19301
(610) 644-4623 • Fax (610) 889-3143 • www.chesterv.com

#17372 – Pulte Homes
Grist Mill Lane
October 31, 2005
Dwg.
Page 3

feet to a point of tangency; (23) North 26 degrees 08 minutes 19 seconds West 109.59 feet to a point of curvature; (24) along a curve to the left having a radius of 226.83 feet, an arc length of 57.47 feet, and a chord bearing North 33 degrees 23 minutes 51 seconds West 57.32 feet to a point of tangency; (25) North 40 degrees 39 minutes 22 seconds West 111.80 feet to a point of curvature; (26) along a curve to the right having a radius of 273.17 feet, an arc length of 70.21 feet, and a chord bearing North 33 degrees 17 minutes 36 seconds West 70.01 feet to a point of tangency; (27) North 25 degrees 55 minutes 50 seconds West 109.24 feet to a point of curvature; (28) along a curve to the right having a radius of 323.17 feet, an arc length of 71.22 feet, and a chord bearing North 19 degrees 37 minutes 01 second West 71.08 feet to a point of tangency; (29) North 13 degrees 18 minutes 13 seconds West 9.43 feet to a point of curvature; (30) along a curve to the left having a radius of 24.33 feet, an arc length of 34.32 feet, and a chord bearing North 53 degrees 42 minutes 36 seconds West 31.54 feet to the point of beginning; and **ENCOMPASSING** in area, whatever it may; and **BEING** part of Uniform Parcel Identifier no. 53-4-89.2.



RILEY RIPER HOLUN & COLAGRECO

09/23/2006 10:07A

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EXHIBIT K

EXHIBIT "L"

**ROAD EXHIBIT FOR APPLEBROOK PULTE HOMES OF PA,
L.P. PREPARED BY CHESTER VALLEY ENGINEERS, INC.
DATED OCTOBER 31, 2005**

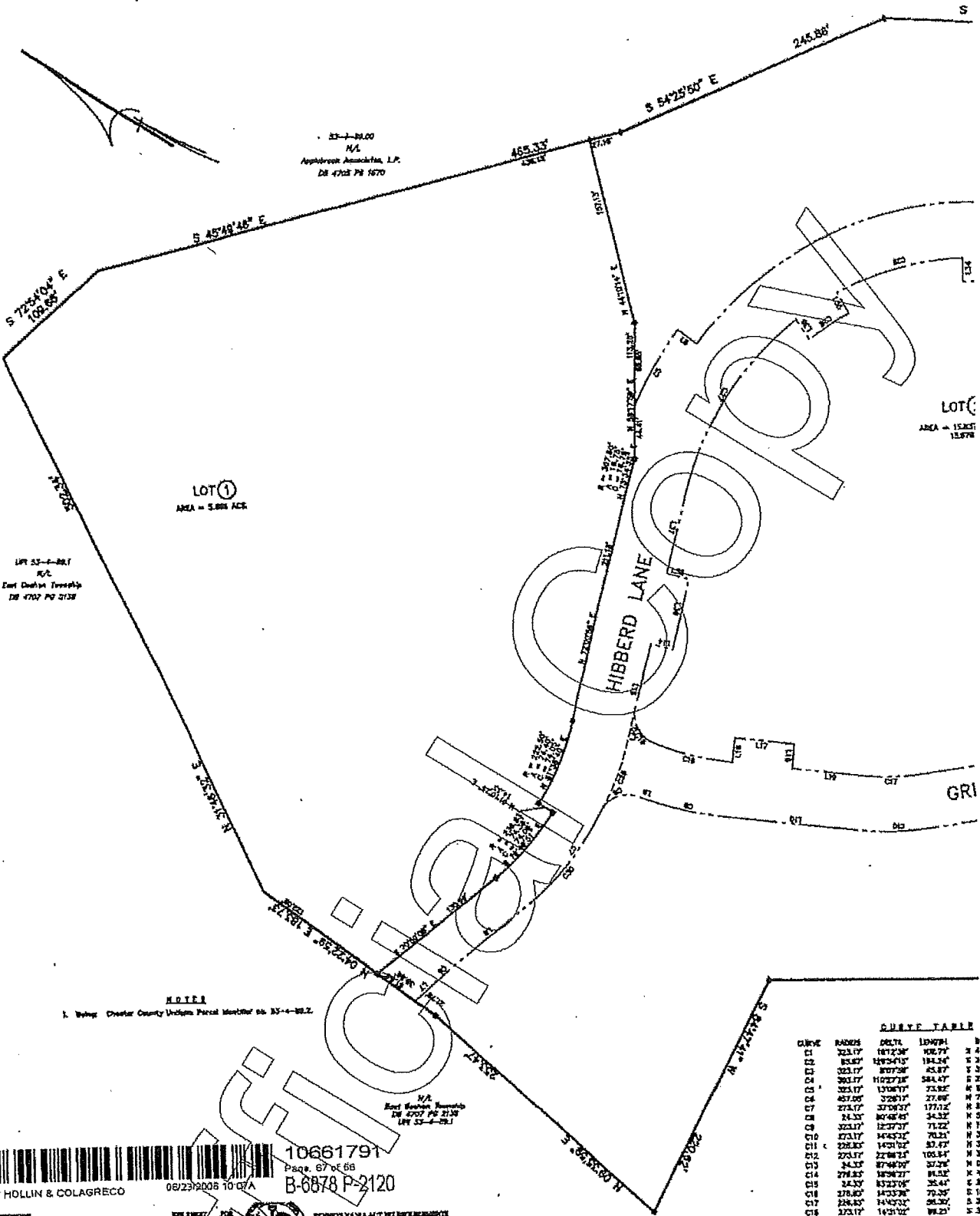
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RILEY RIPER HOLLIN & COLAGRECO

06/23/2006 10 07A

10661791
Page 66 of 68
B-6878 P-2120



LOT 1
AREA = 5.888 AC

LPI 53-4-887
R/L
East Chester Township
DB 4707 PG 2138

NOTE
1. Refer Chester County Uniform Parcel Identifier to 33-4-887.

N/L
East Chester Township
DB 4707 PG 2138
LPI 53-4-887

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	B
C1	323.17	181°23'	108.77	2.4
C2	323.17	181°23'	108.77	2.4
C3	323.17	181°23'	108.77	2.4
C4	323.17	181°23'	108.77	2.4
C5	323.17	181°23'	108.77	2.4
C6	323.17	181°23'	108.77	2.4
C7	323.17	181°23'	108.77	2.4
C8	323.17	181°23'	108.77	2.4
C9	323.17	181°23'	108.77	2.4
C10	323.17	181°23'	108.77	2.4
C11	323.17	181°23'	108.77	2.4
C12	323.17	181°23'	108.77	2.4
C13	323.17	181°23'	108.77	2.4
C14	323.17	181°23'	108.77	2.4
C15	323.17	181°23'	108.77	2.4
C16	323.17	181°23'	108.77	2.4
C17	323.17	181°23'	108.77	2.4
C18	323.17	181°23'	108.77	2.4
C19	323.17	181°23'	108.77	2.4
C20	323.17	181°23'	108.77	2.4
C21	323.17	181°23'	108.77	2.4
C22	323.17	181°23'	108.77	2.4
C23	323.17	181°23'	108.77	2.4
C24	323.17	181°23'	108.77	2.4
C25	323.17	181°23'	108.77	2.4
C26	323.17	181°23'	108.77	2.4
C27	323.17	181°23'	108.77	2.4
C28	323.17	181°23'	108.77	2.4
C29	323.17	181°23'	108.77	2.4
C30	323.17	181°23'	108.77	2.4
C31	323.17	181°23'	108.77	2.4
C32	323.17	181°23'	108.77	2.4
C33	323.17	181°23'	108.77	2.4
C34	323.17	181°23'	108.77	2.4
C35	323.17	181°23'	108.77	2.4
C36	323.17	181°23'	108.77	2.4
C37	323.17	181°23'	108.77	2.4
C38	323.17	181°23'	108.77	2.4
C39	323.17	181°23'	108.77	2.4
C40	323.17	181°23'	108.77	2.4
C41	323.17	181°23'	108.77	2.4
C42	323.17	181°23'	108.77	2.4
C43	323.17	181°23'	108.77	2.4
C44	323.17	181°23'	108.77	2.4
C45	323.17	181°23'	108.77	2.4
C46	323.17	181°23'	108.77	2.4
C47	323.17	181°23'	108.77	2.4
C48	323.17	181°23'	108.77	2.4
C49	323.17	181°23'	108.77	2.4
C50	323.17	181°23'	108.77	2.4
C51	323.17	181°23'	108.77	2.4
C52	323.17	181°23'	108.77	2.4
C53	323.17	181°23'	108.77	2.4
C54	323.17	181°23'	108.77	2.4
C55	323.17	181°23'	108.77	2.4
C56	323.17	181°23'	108.77	2.4
C57	323.17	181°23'	108.77	2.4
C58	323.17	181°23'	108.77	2.4
C59	323.17	181°23'	108.77	2.4
C60	323.17	181°23'	108.77	2.4
C61	323.17	181°23'	108.77	2.4
C62	323.17	181°23'	108.77	2.4
C63	323.17	181°23'	108.77	2.4
C64	323.17	181°23'	108.77	2.4
C65	323.17	181°23'	108.77	2.4
C66	323.17	181°23'	108.77	2.4
C67	323.17	181°23'	108.77	2.4
C68	323.17	181°23'	108.77	2.4
C69	323.17	181°23'	108.77	2.4
C70	323.17	181°23'	108.77	2.4



10661791
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UNIFORM PARCEL IDENTIFIER: 33-4-887

PROPERTY OWNER: RILEY RIVER HOLLIN & COLAGRECO

DEED REFERENCE: 06/23/2008 10 07A

PROPERTY ADDRESS: 10661791

PROPERTY TYPE: B-6878 P-2120

PROPERTY AREA: 5.888 AC

PROPERTY TAX ID: 1-300-242-1776

PROPERTY VALUE: \$1,111,111

PROPERTY ZONING: R-1

PROPERTY STATUS: Active

PROPERTY NOTES: See deed reference for full details.

PENNSYLVANIA NOTARY PUBLIC

NOTARY NAME: [Name]

NOTARY ADDRESS: [Address]

NOTARY PHONE: [Phone]

NOTARY EXPIRES: [Date]

NOTARY STATE: PA

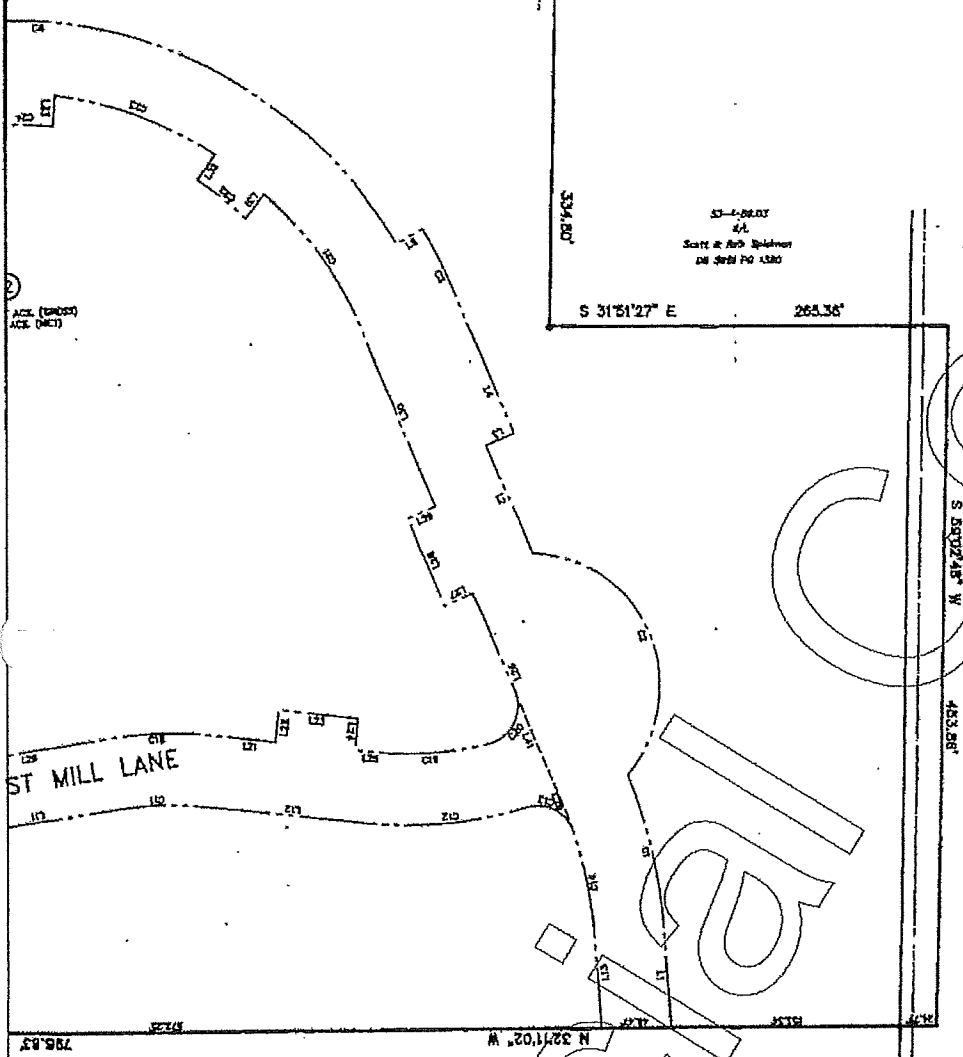
33-4-2044
 N/A
 David M. & Sandra S. Bower
 DB 5425 PG 0243

33-4-2034
 N/A
 Henry S. Bower
 DB 5721 PG 0258

33-4-2037
 N/A
 Scott & Ann Spelman
 DB 5681 PG 0380

29°55'12" E 442.85'

S 31°51'27" E 265.38'



Original Copy
 EAST BOOT ROAD - T-385
 M. 34°20'00" S
 10661791
 Pack: 68 of 68
 B-6878 P-2120
 06/23/2006 10:07A
 RILEY RIPPER HOLLIN & COLAGRECO

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2997	D300
2998	D300
2999	D300
3000	D300

N/A
 East Goshen Township
 DB 4707 PG 2138
 144 31-1-2-247

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 83°54'51" W	88.45'	L22	N 83°51'41" E	20.00'
L2	S 34°06'23" W	78.56'	L23	S 28°03'11" E	20.00'
L3	N 82°21'33" W	21.87'	L24	S 83°51'41" W	20.00'
L4	S 34°06'23" W	88.45'	L25	S 83°51'41" W	14.80'
L5	S 87°26'10" E	28.01'	L26	N 34°38'23" E	183.11'
L6	S 03°45'27" W	28.01'	L27	N 83°51'41" W	20.00'
L7	N 74°34'25" W	28.01'	L28	N 34°38'23" E	183.11'
L8	N 74°34'25" W	28.01'	L29	S 83°51'41" W	20.00'
L9	N 12°15'13" W	8.43'	L30	N 34°38'23" E	122.13'
L10	N 25°55'30" W	109.24'	L31	N 25°55'30" W	20.00'
L11	N 42°08'22" W	111.09'	L32	S 87°26'10" E	20.00'
L12	N 28°15'13" W	103.88'	L33	S 83°51'41" W	20.00'
L13	N 53°55'51" E	63.02'	L34	N 57°32'24" E	20.00'
L14	N 47°20'04" W	20.00'	L35	S 28°03'11" E	20.00'
L15	S 72°37'28" W	78.56'	L36	N 25°55'30" W	20.00'
L16	N 84°04'10" E	20.00'	L37	S 72°37'28" W	78.56'
L17	S 25°55'30" E	81.34'	L38	S 47°20'04" W	20.00'
L18	S 64°04'10" W	20.00'	L39	S 72°37'28" W	81.34'
L19	S 25°55'30" E	87.80'	L40	N 72°37'28" W	23.44'
L20	S 42°08'22" E	111.86'	L41	S 34°06'23" W	74.44'
L21	S 28°03'11" E	47.43'			

EXHIBIT L

ROAD EXHIBIT		PROJECT NO.	
FOR		17372	
APPLEBROOK		P.L.	
PULTE HOMES OF PA, L.P.			
EAST GOSHEN TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA			
Chester Valley Engineers, Inc.			
Civil Engineers & Land Surveyors			
83 Chestnut St.	714 610 844-8223		
Post Office Box 642	714 610 288-3148		
Paoli, Pa 19301	www.cvecheesters.com		
SCALE	DRAWN BY	CHECKED BY	DATE
1" = 30'	18-11-2006	23-M.C.	11-11-06

Rick Smith

From: Rick Smith <rsmith@eastgoshen.org>
Sent: Thursday, May 29, 2014 7:27 AM
To: 'Dean Case'
Subject: RE: Crossing at East Goshen Park

Ms. Case

I will put you on the agenda for the next Board of Supervisors meeting. **The meeting is on Tuesday June 3rd at 7 pm.** Our agenda is posted on the Township web page (www.eastgoshen.org).

Rick Smith

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

From: Dean Case [REDACTED]
Sent: Wednesday, May 28, 2014 2:33 PM
To: [Rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)
Subject: Crossing at East Goshen Park

Good afternoon Mr. Smith,

I would like to be placed on the agenda for the June 4th Board of Supervisors' Meeting for the purpose of presenting a petition asking the township to work with Penndot to provide a safer crossing at the existing crossing that divides the park on Paoli Pike.

My request should be brief, and I would appreciate confirmation of same by return email. If neighboring communities could be advised that this petition will be presented, since I believe it would be of community interest, that would be great.

Sincerely,

Annette Case

Sent from my iPad

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

May 27, 2014

Name
Address
Address

Dear ...,

I am writing to you today, on behalf of the Board of Supervisors, regarding your delinquent sewer & refuse account. East Goshen Township is a premier residential community and takes pride in providing the best available services to residents whether it is for road maintenance, parks & recreation or sewer/trash service. It is important for residents to pay their bills in a timely manner in order for the Township to continue to provide these quality services.

The sewer/trash rates reflect the fact that some residents, for a variety of reasons, do not pay their sewer/trash bills in a timely fashion. This is unfair to residents who do pay their sewer/trash bills in on time, since they are burdened with higher rates.

We understand that unexpected events occur. Members of our Finance Department are available to discuss ways a resident may pay for their outstanding balance, including setting up a payment plan. You may contact the Township Office Monday-Friday from 8:00AM – 5:00PM at 610-692-7171 or by email at tpiccolo@eastgoshen.org to discuss your situation.

On behalf of the Board of Supervisors, we encourage you to take advantage of the opportunities we offer to pay the outstanding balance on your sewer/trash account.

Sincerely,

E Martin Shane, Chairman
Board of Supervisors

Memo

East Goshen Township

Date: May 22, 2014

To: Board of Supervisors

From: Rick Smith, Township Manager

Re: Township Park

On May 16, 2014 Mark Miller and I met with Chief Brenda Bernot, Sergeant Leo Kennedy, Township Engineer Nate Cline and Police Commissioner Chuck Proctor, to review the circumstances concerning the recent fatality that occurred when a pedestrian was crossing Paoli Pike.

While the accident report has not been finalized Sergeant Kennedy confirmed that:

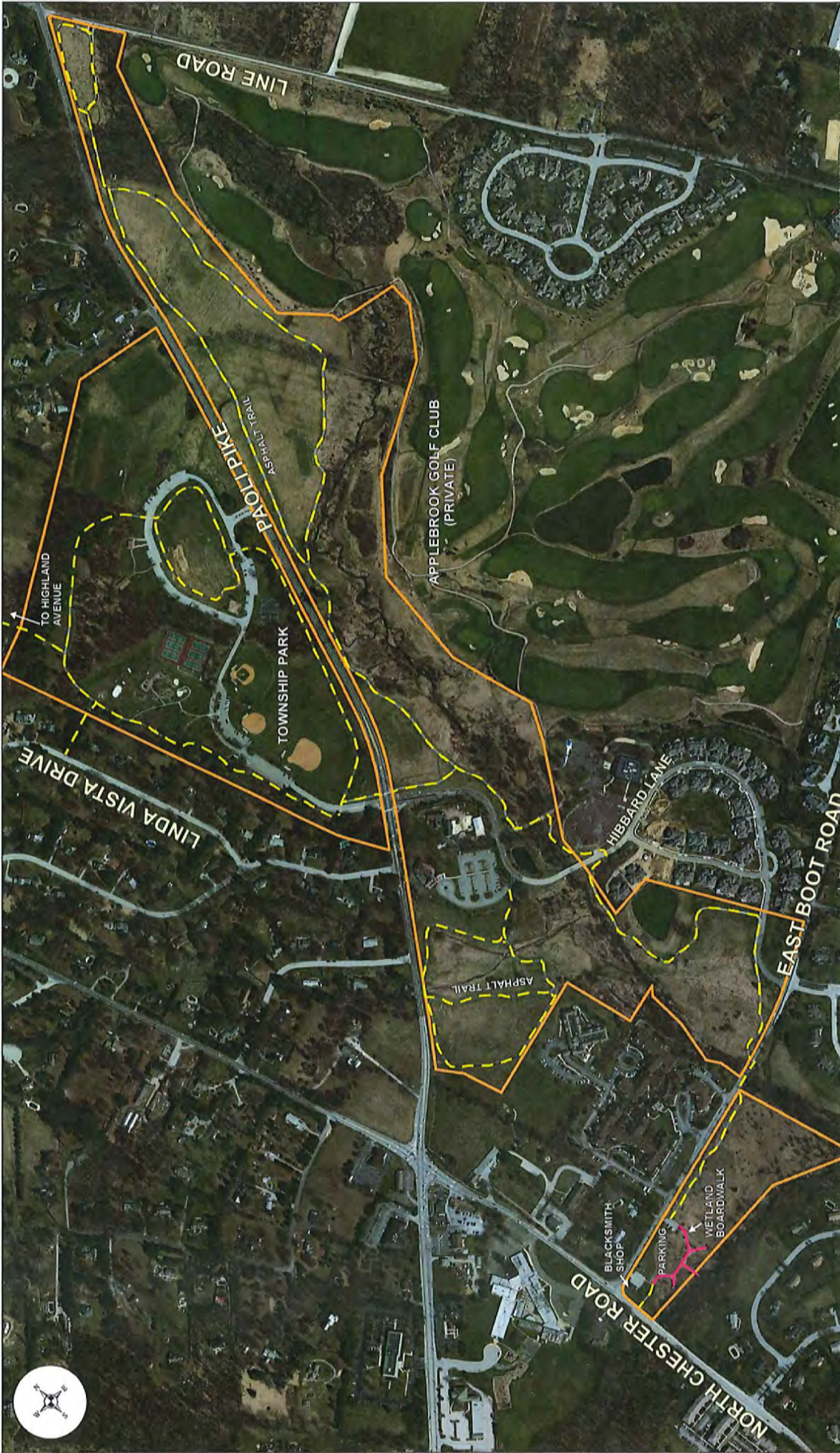
- Speed was not a factor (the vehicle was doing less than the posted speed limit of 45 mph), and,
- The pedestrian was crossing Paoli Pike at a location about 200 feet west of the east entrance to the Park, and,
- The east entrance to the Park is located at the crest of a hill on Paoli Pike, which means that it was unlikely that the pedestrian or the driver could see the other until it was too late.

Since the accident Mark Miller has observed a number of people crossing Paoli Pike in this general location. When asked, many of them advised, that it was too far to walk back to the pedestrian crossing at Hibberd Lane. The distance between the two entrances is ~1,550 feet, which means that a person would have to walk $\frac{1}{4}$ of a mile to get to the Hibberd Lane crossing from this location.

In the Applebrook Park at this location the path is very close to Paoli Pike, the ground is relatively level and since it appears that you have plenty of visibility to see oncoming vehicles on Paoli Pike, people tend to cross Paoli Pike at this location.

We have sent a letter to Penn DoT asking them to reduce the speed limit on Paoli Pike. However, even if they approve our request, I would suggest that we take the following steps to deter people from crossing at this location:

- Create a pedestrian crossing at the east entrance to the Park. Since the entrance is at the crest of the hill, pedestrians would have the maximum possible sight distance to see vehicles on Paoli Pike.
- Install fencing along Paoli Pike in this location. Post and rail fencing would be in keeping with the character of the Township. We could re-enforce the fence with signage directing people to use the pedestrian crossing at the east Park entrance.



DATE: 4/20/24
 SCALE: 1 inch = 200 feet
 UNIT: Imperial Units
 PROVIDER: Provided by
 COUNTY: Chester County, PA
 AREA: Township
 PROJECT: Applebrook Park Trail Map
 DRAWN BY: Matthew Gentry
 CHECKED BY: Matthew Gentry

APPLEBROOK PARK TRAIL MAP

EAST GOSHEN TOWNSHIP





An Exelon Company

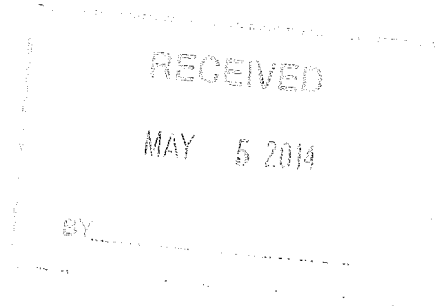
Gregory M. Cary
Regional External Affairs Manager
Chester County

Telephone 610.725.7189
Fax 610.725.7115
www.exeloncorp.com
greg.cary@peco-energy.com

PECO Energy Company
1050 W. Swedesford Road
Berwyn, PA 19312

May 1, 2014

Louis F. Smith, Jr.
Township Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380-6199



Re: PECO's Substation in East Goshen Township:

Dear Rick: *Rick*

Thank you for your recent inquiry about landscaping around PECO's Substation in East Goshen Township. In your letter, you note that in recent years PECO has removed some of the vegetation at our substation. You also note that, in 1989 when PECO obtained approval from the PUC to build the Substation, approval was conditioned upon PECO landscaping the site "in accordance with the landscape plans submitted by the Township of East Goshen." Finally, you inquired whether that condition has been eliminated by state or federal law, and whether there are steps that PECO can take to reduce impact on neighboring customers.

To ensure safe and reliable service in the area PECO needed to remove some of the vegetation because it was growing into the substation fence and some of the overhead wires. This in-growth created an unsafe situation, both for security of the fence-line and possible outages caused by contact between the trees and wires.

As we discussed, utility industry best practices for vegetation management have evolved considerably since 1989 following events such as 9/11 and the Northeast Blackout. Current best practices are to have greater clearance distances for vegetation surrounding substation fences and overhead wires. Some of the tree species that were included in the Township's 1989 landscaping plan grow to 60' feet at maturity, and would not be approved for planting next to a substation under today's practices. Some of the vegetation that remains in place has similar issues and may have to be removed in the future.

However, we are committed to working together and plan to review the landscaping around the Substation to determine what kind of screening can be used to ensure safety and reliability while also benefiting our customers. Once we've done that review, we'll touch base to show you our results and discuss next steps.

Sincerely,

Greg Cary

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

CHESTER COUNTY

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

FILE

February 14, 2014

Mr. Gregory Cary, County Affairs Manager
PECO
1050 W Swedesford Road
Berwyn, PA 19312

Re: Goshen Substation

Dear Greg:

At Tuesday's Board of Supervisors, Ed Davidson, who has a rental property near the Goshen substation voiced a concern about the lack of landscaping at the substation.

I remember contacting you when the shrubs were initially removed and I recall that you advised me that it was a result of 9/11.

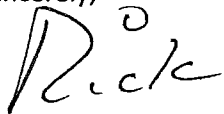
A review of the PUC's "finding of necessity" reveals that the substation was approved a condition that the site be landscaped "in accordance with the landscape plans submitted by the Township of East Goshen". Obviously, PECO did this.

My questions are as follows:

- What action did the PUC take to eliminate this requirement?
- Was PECO issued a directive from some Federal agency, which required PECO to remove the landscaping, and if so can you provide me with a copy of it?
- If the landscaping had to be removed is there anything that PECO can do to mitigate the impact on the neighboring property owners.

Thanks

Sincerely,



Louis F. Smith, Jr.
Township Manager

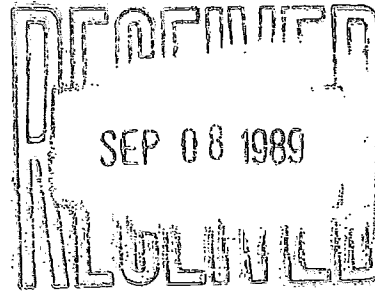
Enclosure



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

September 6, 1989

IN REPLY PLEASE
REFER TO OUR FILE
A-110550F022



TO ALL PARTIES

Application of the Philadelphia Electric Company ofr a finding of necessity for the situation of a control building on a site in East Goshen Township, Cheater County, containing 3.831 acres, located at the southeast corner of Strasburg Road and Chester Road.

To Whom It May Concern:

This is to advise you that an Opinion and Order has been adopted by the Commission in public meeting held August 31, 1989 in the above entitled proceeding.

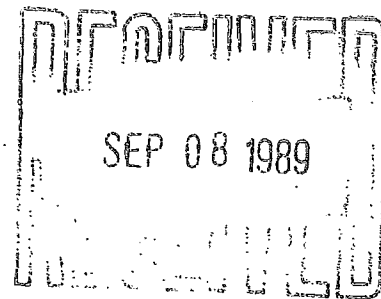
A copy of this Opinion and Order has been enclosed for your records.

Very truly yours,

Jerry Rich, Secretary

fao
Encls.
Cert. Mail

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120



Public Meeting held August 31, 1989

Commissioners Present:

Bill Shane, Chairman
William H. Smith, Vice-Chairman
Joseph Rhodes, Jr.
Frank Fischl

Application of the Philadelphia Electric Company for a finding of necessity for the situation of a control building on a site in East Goshen Township, Chester County, containing 3.831 acres, located at the southeast corner of Strasburg Road and Chester Road.

A-00110550F022

OPINION AND ORDER

BY THE COMMISSION:

Before us for consideration are the Exceptions of Protestants, O'Connor, et al. ("Protestants" or "O'Connor") filed on June 12, 1989, to the Initial decision of Administrative Law Judge Wendell F. Holland ("ALJ") served on the parties May 23, 1989, wherein the ALJ recommended that the Application of Philadelphia Electric Co. ("PECO", "Applicant" or "Company") for a finding of necessity for building a control building in East Goshen Township, Chester County, be granted subject to certain conditions. On June 22, 1989 PECO filed Reply Exceptions.

BRIEF HISTORY OF PROCEEDING

On or about March 7, 1988, PECO filed the subject Application under the provisions of the Pennsylvania Municipalities Planning Code, Section 10619, 53 P.S. §10619, in

order to build a substation^{1/} in a section of East Goshen Township, Chester County, known as Rocky Hill. James C. O'Connor and other residents living near the prospective site filed protests averring, inter alia, that the Application should be denied because the proposed substation will adversely affect the historic nature of the area. A Protest was also filed on behalf of East Goshen Township. On June 21, 1988, a prehearing conference and a public input session were held before the ALJ in West Chester. Evidentiary hearings were held on July 14, September 14, October 20 and 21, and December 23, 1988 in West Chester.

At the hearing on September 14, 1988, Protestants requested that the Application proceedings be stayed pending a determination by Federal and/or State Historical Commissions to determine whether the proposed substation would have an adverse impact on the Rocky Hill area. The ALJ denied that motion by Order issued October 21, 1988 and the Commission affirmed the denial. On or about October 13, 1989, the Pennsylvania Historical and Museum Commission filed a Petition to Intervene. The ALJ denied the petition as being untimely; however, the Commission granted the Petition. As a result, an evidentiary hearing was held in West Chester at which the Historical Commission presented its case.

Initial Briefs were filed by all parties. Reply Briefs were filed by PECO and Protestant O'Connor. The record in this proceeding consists of 674 transcript pages and approximately 30 exhibits.

^{1/} PECO proposes to build a 69KV-34KV distribution substation. The high voltage electrical equipment will be located outdoors, and the control equipment will be housed within a control building.

The Protestants' Exceptions argued that the ALJ erred in concluding that PECO's construction of the control building on the proposed site is reasonably necessary for the convenience or welfare of the public. The Protestants argued that alternative sites were better suited to the control building. Specifically, the Protestants excepted to the ALJ's Findings of Fact numbers 3, 9, 12, 14, 16, 18, 19, 20, 22, 23, 24 and 25. In addition, the Protestants excepted to all three of the ALJ's Conclusions of Law. We shall discuss each in sequence.

FINDING OF FACT NO. 3:

3. The site upon which the proposed project is to be constructed contains about four or more acres for which PECO paid \$475,000 in 1987 to acquire.

The Protestant excepted and averred that: "The record is quite clear that the proposed location of the control building and substation is 3.831 acres...." The company did not respond to the Exception. We find this Exception is irrelevant to the matters in issue. It is, therefore, denied.

FINDING OF FACT NO. 9

9. Several sites in the area were evaluated based on various criteria - namely, the ease of ingress and egress to the property, property location, present zoning, physical characteristics of the property, aesthetics, costs and ability to acquire the property amicably.

The Protestants do not deny that several sites in the area were evaluated for suitability. The Company did not respond to the Exception. Protestants object to the fact that PECO did not evaluate their proposed site. We find this Exception irrelevant to this Finding of Fact and shall, therefore, deny it.

FINDING OF FACT NO. 11

11. The Rocky Hill site is uniquely suitable for the project because of the coming together of different lines from different sources and its location on a corner.

The Protestants argued that the Rocky Hill site was not uniquely suitable for the project. In this regard, the Protestants refer us to their Initial Brief to the ALJ. We find that the ALJ thoroughly examined the evidence and arguments of all the parties. The Protestants do not point to any authority, error of law or lack of evidence but merely contest the ALJ's findings. We shall decline to disturb the ALJ's ruling on such a flimsy basis. The Exception is, therefore, denied.

FINDING OF FACT NUMBER 12:

12. Approximately 13 alternative sites have been identified but are undesirable because of additional costs or being too far away from a system planning point of view.

The Protestants do not deny that thirteen alternative sites were evaluated but object that this finding does not refer to their preferred site. As above, the Protestants refer us to their Initial Brief to the ALJ. We find that the ALJ thoroughly examined the evidence and arguments of all the parties. The Protestants do not cite any authority, error of law or lack of evidence to support the finding but merely contest the ALJ's ruling. We shall not disturb the ALJ's decision on such a flimsy basis. The Exception is, therefore, denied.

FINDING OF FACT NUMBER 13:

13. The proposed situation of the control building and the substation would not produce any significant electric or magnetic fields which could be measured at the property line.

FINDING OF FACT NUMBER 14:

14. The maximum value of the electric field that would be emitted would be as insignificant as the electric field emitted by various household appliances such as an electric iron, a stereo, an electric blanket, a toaster and a television.

The Protestants' Exceptions state that Findings of Fact Numbers 13 and 14 are not supported in the record. In discussing the testimony of the manager of the Engineering Division of PECO's Engineering and Construction Department, the ALJ recounts at page 8 of the Initial Decision:

He emphasized that the proposed situation of the control building would not produce any electric or magnetic fields which could be measured at the property line. He admitted that the proposed substation will produce electromagnetic fields which can be measured at the property line. But, he explained that the maximum value of the electric field that will be emitted would be as insignificant as the electric field emitted by an electric iron, a stereo and an electric blanket. And the maximum value of the magnetic field would be comparable to a toaster, a television and an electric stove heating coil. He assured that even under the worst conditions, the electromagnetic fields would be comparatively harmless. (I.D., p. 8).

The Protestants Exceptions are denied.

FINDING OF FACT NO. 16:

16. PECO has won awards in the past for its ability to construct similar projects in conformity with the surroundings of the areas and will do so in this case.

FINDING OF FACT NUMBER 18:

18. Relatively recently PECO has constructed three substations that abut or are in close proximity to significant historic sites, including Valley Forge National Park.

The Protestants do not deny that PECO has constructed similar buildings in a pleasing architectural manner. They do not deny that PECO has shown the ability, expertise and desire to blend their buildings into the surrounding areas. They only contend that PECO's past performance is "totally irrelevant to the facts as presented in this case." (Protestants' Exceptions, p. 5). We disagree. PECO's clearly manifested intent to build the substation with little incursion to the environment supports granting the Application. The Exception is, therefore, denied.

FINDING OF FACT NUMBER 19:

19. There are several factors that reduce the integrity of the intersection as a historic district - namely, some buildings at the intersection have been sided with 20th century materials which cover or obliterate most of their 19th century architectural details; a non-contributing residence and barn located at the intersection; a modern subdivision of "ubiquitous" design; and the adaptive reuse of the dominant structure of the intersection.

FINDING OF FACT NUMBER 20:

20. The Rock Hill area is the subject of an application for listing in the National Register.

FINDING OF FACT NUMBER 22:

22. Any environmental harm to the alleged historic district does not outweigh the benefits to the public from the increased supply of electric energy in East Goshen Township. PECO's decision to use the Rocky Hill site for its proposed project was reasonable and not arbitrary or capricious or made in bad faith.

Essentially, the Protestants argue that the Commission is without jurisdiction because the Rocky Hill site is potentially of historical significance, citing Commonwealth v. National Gettysburg Battlefield Tours, Inc., 454 Pa. 193 (1973) and Del-Aware Unlimited, Inc. v. Pennsylvania Public Utility Commission, 513 A.2d 593 (Pa. Cmwlth. Ct. 1986).

The ALJ noted that the Company adequately distinguished the Del-Aware case, supra:

PECO responds that Del-Aware is inapplicable because the review of the National Register application in this case is far less "comprehensive" than DER's in Del-Aware. The letter involved an entire administrative hearing process (i.e., full hearing, cross-examination and briefs) before a review board that issued an appealable decision. In contrast, the Historical Commission reviewed Rock Hill's Application in just two days, which PECO considers at best hasty and at worst incomplete, since the Historical Commission has not yet visited the site or determined its boundaries.

(Initial Decision, p. 49).

As for the National Gettysburg case, supra, the ALJ thoroughly examined its application to the facts of this case and found it lacking:

We find the Historical Commission's argument to be legally and factually without force in this case. From a legal perspective, the Gettysburg Battlefield case clearly permits a utility to build near a

historic site: development is to be controlled not prohibited. Factually, the record shows that PECO has numerous units and substations throughout Valley Forge National Park and other designated historic sites throughout its service area. Both Gettysburg Battlefield and Valley Forge have unquestioned places in history and are even included in the National Register. Rock Hill's historic significance does not compare and is indeed greatly disputed. Thus taken in its best light, and even assuming that Rocky Hill is actually included in the National Register, we are not required to defer our determination on PECO's Application in this case.

(Id. p. 50).

The Protestants' Exceptions are denied.

FINDING OF FACT NO. 23:

23. PECO's decision to use the Rock Hill site for the proposed project was technically well considered and based on sound engineering judgment.

FINDING OF FACT NO. 24:

24. PECO has followed all the requirements of the applicable law and regulations.

FINDING OF FACT NO. 25:

25. PECO has made reasonable efforts to reduce environmental incursions to a minimum.

Essentially, the Protestants rehash prior arguments that the ALJ in not adopting the Protestants proposed alternative cite, somehow committed an error of law. The Protestants fail to cite any authority for this position. We find that the ALJ's Findings of Fact on this issue are supported by substantial record evidence. The Protestants Exceptions are, therefore, denied.

The ALJ made these Conclusions of Law. The Protestants excepted to all three of them. We shall discuss each in sequence.

CONCLUSION OF LAW NO. 1:

1. The Commission has jurisdiction over the parties and the subject matter of this Application.

The Protestants restate their prior arguments that the Commission does not have subject matter jurisdiction over this application. For the reasons discussed infra, we shall deny this Exception.

CONCLUSION OF LAW NO. 2:

2. Construction of the control building on the proposed site is reasonably necessary for the convenience or welfare of the public.

The Protestants reargue that the ALJ's recommendation of the proposed site is somehow erroneous "since alternate sites exist..." (Protestants Exceptions at p. 12). In addition, the Protestants again argue that the Commission is without jurisdiction in this case. For the reasons discussed previously, this Exception is denied.

CONCLUSION OF LAW NO. 3:

3. PECO has met the three-prong test of Payne v. Kassab, supra, and the intensified burden arising therefrom, and it has not violated Article I, Section 27 of the Pennsylvania Constitution.

Payne v. Kassab, 312 A.2d 86 (Cmwlth. Ct. 1973) requires compliance with all applicable statutes and regulations relevant to the protection of the commonwealth's public natural resources. In this regard, the Protestants again raise the arguments that the Pennsylvania Historical and Museum Commission

somehow has jurisdiction over this application and that somehow a reasonable effort to reduce environmental incursion to a minimum has not been demonstrated because the Protestants' proposed alternate site was not chosen. For the reasons discussed previously, this Exception is denied; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions to the Initial Decision of Administrative Law Judge Wendell F. Holland be, and hereby are, denied.

2. That the Initial Decision of Administrative Law Judge Wendell F. Holland be, and hereby is, adopted.

3. That the Application of Philadelphia Electric Company, docketed at A-110550, F.022, be and is hereby approved subject to the following conditions:

- a. Applicant shall landscape the site in accordance with the landscape plans submitted by the Township of East Goshen.
- b. The noise level at the property line shall not exceed those levels set forth in the Township Ordinance.

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: August 31, 1989

ORDER ENTERED: SEP 06 1989

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**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
1580 PAOLI PIKE
May 6, 2014 – 6:30pm
Draft Minutes**

Present: Chairman Marty Shane, Vice-Chairman Senya D. Isayeff, and Supervisors Carmen Battavio, Chuck Proctor and Janet Emanuel. Also present were Township Manager Rick Smith, CFO Jon Altshul, and ABC member Erich Meyer (Conservancy Board).

Executive Session

The Board met in Executive Session from 6:30pm to 7:04pm for ABC interviews.

Call to Order & Pledge of Allegiance

Marty called the meeting to order at 7:05pm and asked Janet to lead the Pledge of Allegiance.

Moment of Silence

Marty called for a moment of silence to honor the troops and all those in uniform who keep us safe.

Recording of Meeting

No one indicated they would be recording the meeting.

Chairman's Report

Marty announced that the Board met in Executive Session on April 29 and earlier this evening to conduct ABC interviews. The Board will also meet in Executive Session after this meeting.

Public Comment on Non-Agenda Items

None.

Request to Relocate Drainage Swale in Fairway Village

Residents Steve & Amber Ryan of 925 St. Andrews Drive in Fairway Village were present to seek the Township's assistance with flooding in their back yard. The Ryans would like the Township to move the swale located behind their property (intended to convey stormwater from the east end of the development to the retention basin) further out into the development's open space.

Rick stated that because the swale is on private property and is not located within a Township stormwater easement, the Township cannot relocate or rehabilitate the swale.

Marty told the Ryans that the Board's hands are tied in a situation like this where the Township has no easement on the property. The Township cannot do anything about water issues on private property. The solution would probably involve the Ryans joining forces with other affected property owners and contacting their HOA for assistance in moving the swale to the open space.

1 *Public Comment: Donna Saul, 927 St. Andrews Drive* – Stated that the problem began when
2 The Reserve was built, a project which was approved by the Township Supervisors. Marty
3 informed her that the majority of stormwater runoff from the Reserve is directed toward the
4 creek on the east side of the Reserve – away from Fairway Village. Ms. Saul stated she does not
5 understand why the Township was allowed to go onto another neighbor’s property to replace a
6 storm sewer pipe and take down a tree, but cannot help in this situation.

7
8 *Public Comment: Steve & Amber Ryan, 925 St. Andrews Drive* – The Ryans asked who
9 originally put in the swale, and the Board said the developer did. The Ryans noted that the fence
10 that was originally on their property line has shifted as a result of all the water. In addition to the
11 flooding problem, they are now concerned about a mosquito issue due to the standing water left
12 behind after rain.

13
14 Marty said the Board will take another look at this matter along with Rick Smith and Mark
15 Miller, and will put this issue on an agenda for a future meeting.

16
17 **Request to Replace Culvert Under Line Road**

18 Willistown Resident David Kirby was present along with his attorney John Good and his
19 engineer Denny Howell of D.L. Howell & Associates.

20
21 Mr. Kirby would like permission to replace a 36-inch stormwater pipe under Line Road with
22 two 48-inch pipes at his own expense. He believes that installing the larger pipe will alleviate
23 a problem with the pipe frequently clogging with debris and flooding his property. The Board
24 had discussed this matter in December and tabled it pending additional information from the
25 Township Engineer regarding potential impact to downstream properties.

26
27 Per the Township Engineer, an initial analysis of the data supplied by D. L. Howell & Associates
28 indicates the feasibility of the proposed pipe diameter increase. However, additional design and
29 permitting remain to make a final determination and confirm that the impacts to downstream
30 property owners are reasonable and that the pipe replacement is able to be constructed.

31
32 Mr. Good reiterated that Mr. Kirby will have the work completed at his own expense, and will
33 obtain the necessary permits from East Goshen and Willistown. He stated that Thorncroft has
34 agreed to sign a release form indemnifying East Goshen, Willistown and Mr. Kirby from any
35 liability related to this project.

36
37 Marty said the Township is concerned about erosion and environmental issues downstream of
38 Mr. Kirby’s property. This matter was discussed with Mr. Howell. Mr. Good said the
39 agreement can be altered to provide that Mr. Kirby will plug one of the 48-inch pipes at his own
40 expense if East Goshen determines at a later point that there is a liability issue downstream.

41
42 Mr. Good then asked the Board how they felt about this matter and whether his client should
43 proceed in his pursuit of this project. Carmen said if the Township Engineer is agreeable to this
44 project, then he would be okay with it. Janet said she would like Mr. Kirby’s engineer and the
45 Township Engineer to come to an agreement on this before she will feel comfortable. Chuck
46 said he does not see how this project will resolve the problem on Mr. Kirby’s property. Marty

1 said if the two engineers can work this out to the satisfaction of each other and the Supervisors of
2 East Goshen, the Township would be willing to go along with this project.

3
4 Mr. Good thanked the Board for their time and input.

5
6 **Utilities Collection Resolution 2014-44**

7 The Board agreed to table this resolution again until Chuck can discuss several concerns he has
8 about it with Township Solicitor Kristin Camp. Senya expressed disappointment that the
9 Township Solicitor did not pick up on the items of Chuck's concern during her review of this
10 document.

11
12 **Replacement of Mini Camera for Televising Sewer Laterals**

13 The Board agreed to table this matter until staff provides the necessary information required for
14 consideration of this request.

15
16 **Purchase of Pre-Seeder for Lawn Restoration**

17 The Board agreed to table this matter until staff provides the necessary information required for
18 consideration of this request.

19
20 **Offer by Resident Donald C. Ruddy to Donate 1410 Linden Lane to Township**

21 The Board received an offer from resident Donald C. Ruddy to donate his property at 1410
22 Linden Lane to the Township for use as open space. Chuck moved that the Township not accept
23 this offer. Senya seconded the motion. There was no discussion or public comment. The Board
24 voted unanimously to approve the motion.

25
26 **Any Other Matter**

27 **Website Committee** - Marty moved to appoint the following individuals to the new Website
28 Committee: Jason Banks, Joseph D'Antonio Jr., Paul Grothmann, David Hewett, Erich Meyer,
29 and Jack Reidy. These residents will work on ways to update and improve the Township
30 website. Senya seconded the motion. There was no discussion or public comment. The Board
31 voted unanimously to approve the motion.

32
33 **Review of Minutes**

34 The Board reviewed the draft minutes of April 16 and requested that the Recording Secretary
35 rework them and resubmit them as draft minutes for approval at the next meeting.

36
37 The Board reviewed the draft minutes of April 22 and had no changes. Marty stated that the
38 minutes would stand approved as submitted.

39
40 **Treasurer's Report & Expenditure Register Report**

41 *See attached Treasurer's Report for May 1, 2014.* The Board reviewed the Treasurer's Report
42 and the current invoices. Carmen moved to accept the Treasurer's Report and the Expenditure
43 Register Report as recommended by the Treasurer, to accept the receipts and to authorize
44 payment of the invoices just reviewed. Senya seconded the motion. There was no further
45 discussion and no public comment. The Board voted unanimously to approve the motion.

1 **Action List**

2 **Comprehensive Plan** – The group’s next meeting is scheduled for June 23, where the revised
3 chapters in the new format will be discussed. An extension will be requested from the County.

4 **Open Space Plan** – The revised format will be reviewed at the May 15 Task Force meeting.

5 **Hershey Mill Dam** – DEP is waiting for additional information on the connection between the
6 existing spillway and the new spillway. The Board members informed the staff that they would
7 like representatives from the Save Our Dam group to attend an upcoming Board meeting.

8
9 **Correspondence & Reports of Interest**

10 Marty acknowledged receipt of the following items:

- 11 • An April 18 letter from PA DOT regarding Greenhill Road.
- 12 • An April 21 letter from residents John & Jeanette D’Orta regarding the proposed Sunoco
13 Pipeline Pump Station.

14
15 Marty directed Rick to request PA DOT provide the Township with a schedule for the planned
16 repairs to Greenhill Road. Carmen would like WEGO to provide a written statement to the BOS
17 regarding the hazardous conditions currently on Greenhill Road.

18
19 **Meetings & Dates of Importance**

20 Marty noted the upcoming meetings as listed in the agenda.

21
22 **Public Comment Period**

23 None.

24
25 **Fire Marshal Report**

26 Carmen reported on a call he received on April 29 regarding open burning at a residence on
27 Treemont Drive. He responded to the call, explained the regulations to the resident, and had the
28 fire extinguished.

29
30 **Adjournment**

31 There being no further business, the regular meeting was adjourned at 8:50pm.

32
33 **Executive Session**

34 The Board met in Executive Session following the regular meeting to discuss a personnel matter
35 and a legal matter.

36
37
38
39 Anne Meddings

40 Recording Secretary

41 *Attachments: Treasurer’s Report*

May 1, 2014

**TREASURER'S REPORT
2014 RECEIPTS AND BILLS**

GENERAL FUND

Real Estate Tax	\$31,294.55
Earned Income Tax	\$82,800.00
Local Service Tax	\$11,300.00
Transfer Tax	\$0.00
General Fund Interest Earned	\$0.00
Total Other Revenue	\$127,471.31
Total Receipts:	<u>\$252,865.86</u>

Accounts Payable	\$316,221.74
Electronic Pmts:	
Health Insurance	\$0.00
Credit Card	\$0.00
Postage	\$0.00
Debt Service	\$0.00
Payroll	\$92,809.42
Total Expenditures:	<u>\$409,031.16</u>

STATE LIQUID FUELS FUND

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

Expenditures:	<u>\$0.00</u>
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SINKING FUND

Interest Earned	<u>\$0.00</u>
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Expenditures:	<u>\$18,410.36</u>
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TRANSPORTATION FUND

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

Receipts	\$129,256.59
Interest Earned	\$0.00
Total Sewer:	<u>\$129,256.59</u>

Accounts Payable	\$150,369.58
Debt Service	\$0.00
Credit Card	
Total Expenditures:	<u>\$150,369.58</u>

REFUSE FUND

Receipts	\$53,569.40
Interest Earned	\$0.00
Total Refuse:	<u>\$53,569.40</u>

Expenditures	<u>\$16,686.75</u>
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SEWER SINKING FUND

Interest Earned	<u>\$0.00</u>
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Expenditures	<u>\$0.00</u>
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OPERATING RESERVE FUND

Receipts	<u>\$0.00</u>
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Expenditures	<u>\$0.00</u>
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Events Fund

Receipts	<u>\$0.00</u>
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Expenditures	<u>\$0.00</u>
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**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
1580 PAOLI PIKE
May 13, 2014 – 6:30pm
Draft Minutes**

Present: Chairman Marty Shane, Vice-Chairman Senya D. Isayeff, and Supervisors Carmen Battavio, Chuck Proctor and Janet Emanuel. Also present were Township Manager Rick Smith, CFO Jon Altshul, and ABC members Erich Meyer (Conservancy Board) and Al Zuccarello (Commerce Commission & Planning Commission).

Executive Session

The Board met in Executive Session from 6:30pm to 7:00pm for ABC interviews.

Call to Order & Pledge of Allegiance

Marty called the meeting to order at 7:00pm and asked Senya to lead the Pledge of Allegiance.

Moment of Silence

Marty called for a moment of silence to honor the troops and all those in uniform who keep us safe.

Recording of Meeting

No one indicated they would be recording the meeting.

Public Comment on Non-Agenda Items

Resident Tom Rath, Eastwick Circle – Suggested the Board take down the Community Day banner hanging in the Boardroom (which lists event sponsors) when adjudicating certain issues to avoid the appearance of a conflict of interest. Mr. Rath commented on the traffic situation on Boot Road. He also stated that he likes the new Township signs posted at the entrances to the Township. He then asked for an update on the Sunoco situation. Marty stated that Sunoco has changed their representation, and they have withdrawn their West Goshen application for special exceptions for a pump station. East Goshen's attorney in this matter is preparing a position paper for the Supervisors regarding Sunoco's petition before the PUC.

Chairman's Report

- Marty announced that the Board met in Executive Session earlier this evening to conduct ABC interviews. The Board will meet in Executive Session again after the meeting.
- Police Chief Bernot shared that WEGO will be holding a collection drive on Sunday, June 1 from 9:00am-12:00pm at the WEGO building. Residents are asked to donate items for inclusion in care packages for soldiers. More information is available on the WEGO website.
- Marty moved to appoint Nathan Cline to serve on the Commerce Commission. Senya seconded the motion. For the benefit of the audience, Al Zuccarello gave an overview of the function and role of the Commerce Commission. He noted that Nathan is the West Chester Office Director of Pennoni Associates (the Township Engineer). Nathan previously served on the Planning Commission, and Al is thrilled to have him now join

1 the Commerce Commission. Senya said he too is very pleased to have Nathan Cline back
2 on board. There was no further discussion or public comment. The Board voted
3 unanimously to approve the motion.
4

5 **Police Report**

6 Chief Bernot gave the following highlights of recent police activity and news:

- 7 • Officer Lewis responded to a report of a suspicious car at the Township Park, and was
8 able to intervene in an attempted suicide.
- 9 • Officer Michael Ragni will be honored by the West Chester Exchange Club.
- 10 • A resident died from a heroin overdose.
- 11 • The Chief is working with Jason Lang on plans for the next East Goshen Community
12 Day.
- 13 • A small child in the Township recently went missing but was found unharmed inside an
14 unlocked vehicle. This is just one more reason to remember to keep your car doors
15 locked. If the weather had been hot this could have had a tragic ending.

16
17 Senya asked the Chief if there was any news concerning the fatal motorcycle accident on Manley
18 Road. The Chief said the Traffic Safety Unit is reconstructing the complex accident scene, and
19 should have something in a couple of weeks. The Chief noted that the resident witnesses who
20 came forward were very helpful.
21

22 **Malvern Fire Company Report**

23 Rick reported that Malvern was not called for any incidents in East Goshen in April.
24

25 **Financial Report for April**

26 Jon Altshul reported that as of April 30, the General Fund had year-to-date revenues of
27 \$3,904,514 compared to expenses of \$3,178,235 for a positive variance of \$726,278 excluding
28 pass-through accounts. Compared to the year-to-date budget, revenues were \$16,719 under
29 budget while expenses were \$200,129 over-budget for a negative budget variance of \$216,848.
30 The General Fund balance was \$7,013,031. Of note - in early May the Township received an
31 EIT disbursement of \$458,100 which is the largest weekly disbursement in Township history and
32 suggests that EIT performance will be at budget levels moving forward.
33

34 Jon reminded everyone that on May 19 at 10:00am the Board will hold the Annual Budget
35 Planning Session. Residents are welcome and encouraged to attend this important meeting.
36

37 **Resolution 2014-44**

38 Carmen moved to adopt Resolution 2014-44 Establishing the Procedure for the Collection of
39 Sewer & Refuse Account Fees. Senya seconded the motion. There was no discussion or public
40 comment. The Board voted unanimously to approve the motion.
41

42 **1637 Manley Road**

43 Marty acknowledged receipt of an email dated April 30, 2014 from William Mullray
44 (Manley Road Construction Partners) accepting the Township's terms of approval of the
45 Land Development Plan for 1637 Manley Road.
46

1 **Request to Relocate Drainage Swale in Fairway Village**

2 Rick summarized his memo from May 8 on this topic explaining the background of the situation.
3 None of the residents from St. Andrews Drive were present, so the Board opted to table this
4 matter. Senya wanted it noted for the record that Township staff looked into the matter of the
5 claim that Mark Miller used the term “eminent domain” in a conversation with one of the
6 residents about a tree that had to be removed from a property. Mark Miller does not recall the
7 issue of “eminent domain” coming up in the conversation.
8

9 **CTDI Variance Requests for 1336 Enterprise Drive**

10 Michael Anderson of CTDI was present.

11
12 Carmen moved to support the Zoning Variance Requests for CTDI at 1336 Enterprise Drive
13 from §240-22.Q(5) and §240-22.N as outlined in their application, with conditions. The property
14 is located in the Business Park District of the Township and the proposed relief will not pose any
15 significant impacts to the character of the Business Park nor pose significant impacts on the
16 adjacent residential neighborhoods:

- 17 • Permit a maximum of two (2) wall signs for the establishment.
- 18 • Permit the wall signs to have a maximum height of 39 feet above the finished grade of
19 the building, directly beneath the signs.
- 20 • The applicant shall install a dimming mechanism that will allow adjustment of the sign
21 lighting to the satisfaction of the Township.
- 22 • The sign illumination will turn off at no later than 10:00pm.

23 Janet seconded the motion. Mr. Anderson said that CTDI accepted the conditions.

24
25
26 There was no discussion and no public comment. The Board voted unanimously to approve the
27 motion.
28

29 **Judge Variance, 1556 Millrace Lane**

30 Joe Judge was present.

31
32 Carmen moved to support Mr. Judge’s variance request for up to eleven (11) feet of relief along
33 his westerly side yard for an addition, as depicted on the sketch plan submitted, in accordance
34 with §240-58.E of the Township Zoning ordinance. The requested relief is needed to provide
35 reasonable accommodations for a disabled resident. Janet seconded the motion. Rick reported
36 that Mr. Judge’s next-door neighbor has no objection to the variance. There was no further
37 discussion or public comment. The Board voted unanimously to approve the motion.
38

39 **New Computers**

40 Jon summarized his memo of May 8 on this topic. The staff wish to purchase new computers to
41 replace older models still running Windows XP, which is no longer being supported by
42 Microsoft.
43

44 Senya moved to authorize the staff to purchase six new PCs with Windows 7 or 8 and for the
45 staff to transfer the not-yet-depreciated value of the existing PCs from the General Fund to the
46 Sinking Fund at year end. The total cost for the six new computers will be \$7,219. Janet

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

3
4 **Any Other Matter**

5 **Colonial Lane Subdivision** – Carmen moved to execute the final plans and escrow document for
6 the Sunny Ridge Farm subdivision on Colonial Lane. Senya seconded the motion. There was no
7 discussion or public comment. The Board voted unanimously to approve the motion.

8 **Electronic Sign** – Senya reported that he spoke with a resident earlier in the day who thoroughly
9 loves the new sign. This resident also stated that East Goshen’s roads are the best in the world.
10 Senya requested that the staff pass a message along to Nancy not to use the Gothic font on the
11 electronic sign, as it’s difficult to read.

12 **Greenhill Road** – Rick reported that PADOT has marked out Greenhill road for milling and
13 patching, but the Township has not yet received a work schedule.

14
15 **Review of Minutes**

16 The Board reviewed the revised draft minutes of April 16 and Janet had one correction. Marty
17 said the minutes would stand approved as corrected. The Board tabled the minutes of May 6
18 because there had not been enough time to review them.

19
20 **Treasurer’s Report & Expenditure Register Report**

21 *See attached Treasurer’s Report for May 8, 2014.* The Board reviewed the Treasurer’s Report
22 and the current invoices. Carmen moved to accept the Treasurer’s Report and the Expenditure
23 Register Report as recommended by the Treasurer, to accept the receipts and to authorize
24 payment of the invoices just reviewed. Senya seconded the motion. There was no further
25 discussion and no public comment. The Board voted unanimously to approve the motion.

26
27 **Action List**

28 **Bicentennial Committee** – A volunteer candidate was interviewed earlier this evening.

29 **Workforce Development Committee** –Commerce Commission representatives toured the
30 Williamson Trade School. The Commerce Commission is working to facilitate communication
31 with employers seeking skilled workers.

32 **Comcast Franchise Renewal** – The draft agreement is currently under review.

33
34 **Correspondence & Reports of Interest**

35 None.

36
37 **Meetings & Dates of Importance**

38 Marty noted the upcoming meetings as listed in the agenda.

39
40 **Public Comment Period**

41 None.

42
43 **Adjournment**

44 There being no further business, the regular meeting was adjourned at 7:57pm.

1 **Executive Session**

2 The Board met in Executive Session following the regular meeting to discuss a personnel matter.

3

4

5

6 Anne Meddings

7 Recording Secretary

8 *Attachments: Treasurer's Report*

DRAFT

May 8, 2014

**TREASURER'S REPORT
2014 RECEIPTS AND BILLS**

GENERAL FUND

Real Estate Tax	\$10,395.76
Earned Income Tax	\$619,700.92
Local Service Tax	\$6,692.31
Transfer Tax	\$0.00
General Fund Interest Earned	\$722.65
Total Other Revenue	\$44,848.36
Total Receipts:	\$682,360.00

Accounts Payable	\$66,027.97
Electronic Pmts:	
Health Insurance	\$0.00
Credit Card	\$0.00
Postage	\$1,000.00
Debt Service	\$0.00
Payroll	\$44,477.68
Total Expenditures:	\$111,505.65

STATE LIQUID FUELS FUND

Receipts	\$0.00
Interest Earned	\$64.67
Total State Liquid Fuels:	\$64.67

Expenditures:	\$0.00
---------------	---------------

SINKING FUND

Interest Earned	\$531.54
-----------------	----------

Expenditures:	\$109,990.74
---------------	---------------------

TRANSPORTATION FUND

Interest Earned	\$206.69
-----------------	----------

Expenditures:	\$0.00
---------------	---------------

SEWER OPERATING FUND

Receipts	\$127,855.01
Interest Earned	\$87.30
Total Sewer:	\$127,942.31

Accounts Payable	\$21,047.93
Debt Service	\$0.00
Credit Card	\$0.00
Total Expenditures:	\$21,047.93

REFUSE FUND

Receipts	\$29,681.67
Interest Earned	\$29.80
Total Refuse:	\$29,711.47

Expenditures	\$61,678.55
--------------	--------------------

SEWER SINKING FUND

Interest Earned	\$211.22
-----------------	----------

Expenditures	\$0.00
--------------	---------------

OPERATING RESERVE FUND

Receipts	\$18.49
----------	---------

Expenditures	\$0.00
--------------	---------------

Events Fund

Receipts	\$0.55
----------	--------

Expenditures	\$0.00
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May 29, 2014

**TREASURER'S REPORT
2014 RECEIPTS AND BILLS**

GENERAL FUND

Real Estate Tax	\$71,396.79
Earned Income Tax	\$407,100.00
Local Service Tax	\$44,600.00
Transfer Tax	\$35,442.93
General Fund Interest Earned	\$0.00
Total Other Revenue	\$131,778.83
Total Receipts:	\$690,318.55

Accounts Payable	\$365,327.13
Electronic Pmts:	
Health Insurance	\$48,044.71
Credit Card	\$6,882.43
Postage	
Debt Service	\$16,494.05
Payroll	\$139,978.15
Total Expenditures:	\$576,726.47

STATE LIQUID FUELS FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total State Liquid Fuels:	\$0.00

Expenditures:	\$0.00
---------------	---------------

SINKING FUND

Interest Earned	\$0.00
-----------------	---------------

Expenditures:	\$194,998.70
---------------	---------------------

TRANSPORTATION FUND

Interest Earned	\$0.00
-----------------	---------------

Expenditures:	\$0.00
---------------	---------------

SEWER OPERATING FUND

Receipts	\$358,337.45
Interest Earned	\$0.00
Total Sewer:	\$358,337.45

Accounts Payable	\$29,173.45
Debt Service	\$34,928.09
Credit Card	\$0.00
Total Expenditures:	\$64,101.54

REFUSE FUND

Receipts	\$98,535.10
Interest Earned	\$0.00
Total Refuse:	\$98,535.10

Expenditures	\$7,706.35
--------------	-------------------

SEWER SINKING FUND

Interest Earned	\$0.00
-----------------	---------------

Expenditures	\$0.00
--------------	---------------

OPERATING RESERVE FUND

Receipts	\$0.00
----------	---------------

Expenditures	\$0.00
--------------	---------------

Events Fund

Receipts	\$0.00
----------	---------------

Expenditures	\$0.00
--------------	---------------

**EAST GOSHEN TOWNSHIP
MEMORANDUM**

TO: BOARD OF SUPERVISORS
FROM: BRIAN MCCOOL
SUBJECT: PROPOSED PAYMENTS OF BILLS
DATE: 05-29-14

Please accept the attached Treasurer's Report and Expenditure Register Report for consideration by the Board of Supervisors. I recommend the Treasurer's Report and each register item be approved for payment.

Please note that this report contains three weeks of receipts and expenses.

Tax Revenue, Sewer Fund Revenue and Refuse Fund Revenue are all above average due to the approaching due date of May 31st.

General Fund Expenses include a payment in the amount of \$255,272 for the first contribution to the new police pension trust.

Sinking Fund Expenses include two new dump trucks totaling \$159,540.

Please advise if the Board decides to make any changes or if the reports are acceptable as drafted.

EAST GOSHEN TOWNSHIP
MONTHLY DEBT PAYMENT BREAKDOWN
May 25, 2014

GENERAL FUND:

Interest payment	Principal payment	Loan Description	Original loan amount	Remaining Principal	Retirement Date
\$11,755.53	\$0	Multi purpose 9 projects	\$5,500,000	\$3,273,000	2023
\$4,239.32	\$0	Applebrook Park	\$3,000,000	\$1,253,000	2019
\$499.20	\$0	Spray Irrigation	\$287,000	\$144,000	2021

SEWER FUND:

Interest payment	Principal payment	Loan Description	Original loan amount	Remaining Principal	Retirement Date
\$1,568.80	\$0	Sewer Operations Munic Authority	\$1,128,000	\$444,000	2018
\$27,007.20	\$0	RCSTP Expansion	\$9,500,000	\$8,184,000	2032
\$6,352.09	\$0	Diversion Projects	\$2,500,000	\$2,500,000	2033



**REGULAR
INVOICE SUMMARY**

EAST GOSHEN TOWNSHIP
EAST GOSHEN TWP
1580 PAOLI PIKE
West Chester, PA 19380

BILL ACCOUNT NUMBER: 1500030001	INVOICE NUMBER: 140512335569
BILL ACCOUNT NAME: EAST GOSHEN TOWNSHIP	INVOICE MONTH(S): June 2014
CLIENT NUMBER: 150003	PREPARED DATE: 5/12/2014
CLIENT NAME: EAST GOSHEN TOWNSHIP	PAYMENT DUE DATE: 6/2/2014

PRIOR BILLING INFORMATION

Last Bill Amount	\$6,185.86	
Payments Received Through 05/11/2014	(\$6,185.86)	
Adjustments	\$5,875.69	

BALANCE FORWARD **\$5,875.69**

CURRENT CHARGES

<u>Premium Summary</u>	\$12,061.55
<u>Member Rate Detail</u>	

TOTAL CURRENT CHARGES **\$12,061.55**

TOTAL DUE **\$0.00**

[Click Here for Paper Payment](#)

Please be advised of new options for submitting insurance premium payments. You can submit your payment using the attached payment coupon from this invoice, or call 1-877-347-3151 to have our representative process an Automated Clearing House (ACH) payment by phone. ACH payment via e-bill is temporarily unavailable, however, full functionality will be available on the 1st day of the month that your insurance is effective, as noted on your invoice.

[close this window](#)



**REGULAR
INVOICE SUMMARY**

EAST GOSHEN TOWNSHIP
EAST GOSHEN TWP
1580 PAOLI PIKE
West Chester, PA 19380

BILL ACCOUNT NUMBER: 1500030002	INVOICE NUMBER: 140512334656
BILL ACCOUNT NAME: EAST GOSHEN TOWNSHIP	INVOICE MONTH(S): June 2014
CLIENT NUMBER: 150003	PREPARED DATE: 5/12/2014
CLIENT NAME: EAST GOSHEN TOWNSHIP	PAYMENT DUE DATE: 6/2/2014

PRIOR BILLING INFORMATION

Last Bill Amount	\$6,384.34	
Payments Received Through 05/11/2014	(\$6,384.34)	
BALANCE FORWARD		\$0.00

CURRENT CHARGES

<u>Premium Summary</u>	\$11,945.53	
<u>Member Rate Detail</u>		

TOTAL CURRENT CHARGES **\$11,945.53**

TOTAL DUE **\$0.00**

[Click Here for Paper Payment](#)

Please be advised of new options for submitting insurance premium payments. You can submit your payment using the attached payment coupon from this invoice, or call 1-877-347-3151 to have our representative process an Automated Clearing House (ACH) payment by phone. ACH payment via e-bill is temporarily unavailable, however, full functionality will be available on the 1st day of the month that your insurance is effective, as noted on your invoice.

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**REGULAR
INVOICE SUMMARY**

EAST GOSHEN TOWNSHIP
EAST GOSHEN TWP
1580 PAOLI PIKE
West Chester, PA 19380

BILL ACCOUNT NUMBER: 1500030003	INVOICE NUMBER: 140512334647
BILL ACCOUNT NAME: EAST GOSHEN TOWNSHIP	INVOICE MONTH(S): June 2014
CLIENT NUMBER: 150003	PREPARED DATE: 5/12/2014
CLIENT NAME: EAST GOSHEN TOWNSHIP	PAYMENT DUE DATE: 6/2/2014

PRIOR BILLING INFORMATION

Last Bill Amount	\$19,860.06	
Payments Received Through 05/11/2014	(\$19,860.06)	
BALANCE FORWARD		\$0.00

CURRENT CHARGES

<u>Premium Summary</u>	\$18,161.94
<u>Member Rate Detail</u>	

TOTAL CURRENT CHARGES **\$18,161.94**

TOTAL DUE **\$0.00**

[Click Here for Paper Payment](#)

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
67	39899	1	01452 3505	APPLEBROOK GOLF CLUB GOLF DAY - APPLEBROOK MAY 12TH OUTING - 5 GOLFERS	050814	05/08/14	05/08/14	05/08/14	6889	625.00
										625.00
										625.00
										625.00
										1 Printed, totalling
										625.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	625.00	GENERAL FUND

		625.00	

PERIOD SUMMARY

Period	Amount
1405	625.00

	625.00

Report Date 05/14/14

Expenditures Register
GL-1405-42465

PAGE 1

4ARP05 run by BARBARA 10 : 25 AM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03				SINKING FUND						
1212	39910	1	03430 7400	SAYRE INC., G.L. CAPITAL REPLACEMENT - HWY EQUIP 2014 PETERBILT MODEL 348 CAB & CHASSIS	5632	05/14/14		05/14/14		87186.00
										87,186.00
										87,186.00
										87,186.00
0 Printed, totalling										87,186.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
03	03	87,186.00	SINKING FUND
		87,186.00	

PERIOD SUMMARY

Period	Amount
1405	87,186.00
	87,186.00

Report Date 05/16/14

Expenditures Register
GL-1405-42523

PAGE 1

PARP05 run by BARBARA 2 : 48 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
3286				3M COGENT INC.						
	39916	1	01452 2025	SUMMER PROGRAM GENERAL EXPENSE BACKGROUND CK. K.MOORE	224069	05/16/14		05/16/14		27.50
										27.50
6				ABC PAPER & CHEMICAL INC						
	39917	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS C-FOLD TOWELS, ROLL TOWELS, TOILET TISSUE & TRASH CAN LINERS	051564	05/16/14		05/16/14		295.41
	39917	2	01454 2000	MAINTENANCE SUPPLIES C-FOLD TOWELS, ROLL TOWELS, TOILET TISSUE & TRASH CAN LINERS	051564	05/16/14		05/16/14		384.41
										679.82
2713				ANDERSON, H.C.						
	39921	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS BLACKSMITH SHOP REPAIRS -BARN DOORS & STRUCTURE	051214	05/16/14		05/16/14		750.00
	39922	1	01410 5300	POLICE GEN. EXPENSE 8.5 HOURS - POLICE OFFICE 4/28/14	042814	05/16/14		05/16/14		212.50
										962.50
1657				AQUA PA						
	39923	1	01411 3630	HYDRANT & WATER SERVICE 000309987 0309987 3/31-4/30/14 HY6	050114 HY6	05/16/14		05/16/14		137.52
	39924	1	01411 3630	HYDRANT & WATER SERVICE 000310033 0310033 3/31-4/30/14 186	050114 279	05/16/14		05/16/14		4696.50
	39924	2	01411 3631	HYDRANTS - RECHARGE EXPENSE 000310033 0310033 3/31-4/30/14 93	050114 279	05/16/14		05/16/14		2348.25
										7,182.27
82				ASSOCIATED TRUCK PARTS						
	39925	1	01430 2330	VEHICLE MAINT AND REPAIR POLISHED ALUM. & STAINLESS CLEANER	888016	05/16/14		05/16/14		52.00
										52.00
3213				BEST LINE EQUIPMENT						
	39926	1	01437 2600	SHOP - TOOLS 2 WEEDWACKERS & MOTOMIX	E00198	05/16/14		05/16/14		697.94
										697.94

Report Date 05/16/14

Expenditures Register
GL-1405-42523

PARP05 run by BARBARA 2 : 48 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2996				CNS CLEANING COMPANY						
	39929	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS JANITORIAL SERVICE MAY 2014	41864	05/16/14		05/16/14		870.00
	39929	2	01409 3840	DISTRICT COURT EXPENSES JANITORIAL SERVICE MAY 2014	41864	05/16/14		05/16/14		255.00
										1,125.00
2491				COMCAST 297264-02-5						
	39930	1	01401 3120	CONSULTING SERVICES 297264-02-5 5/17-6/16/14 PW TV	050814	05/16/14		05/16/14		10.60
										10.60
3249				COMCAST 299814-01-8						
	39931	1	01401 3120	CONSULTING SERVICES 299814-01-8 5/5-6/4/14 E.G.PARK LED	050114	05/16/14		05/16/14		94.85
										94.85
317				CONTRACTOR'S CHOICE						
	39932	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS DRAINAGE FABRIC	00178314	05/16/14		05/16/14		3180.45
	39933	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS DRAINAGE FABRIC	00178222	05/16/14		05/16/14		617.40
										3,797.85
320				CONWAY POWER EQUIPMENT						
	39935	1	01430 2330	VEHICLE MAINT AND REPAIR FUEL GROMMETS	162208	05/16/14		05/16/14		6.88
	39936	1	01437 2460	GENERAL EXPENSE - SHOP BENCH GRINDER SPRING	162767	05/16/14		05/16/14		5.49
										12.37
3313				DAILY LOCAL NEWS						
	39937	1	01452 2025	SUMMER PROGRAM GENERAL EXPENSE COLOR COMBINATION AD - P&R PROGRAMS	183948	05/16/14		05/16/14		583.02
	39937	2	01452 3701	LADIES & YOUTH TENNIS COLOR COMBINATION AD - P&R PROGRAMS	183948	05/16/14		05/16/14		550.63
	39937	3	01452 3210	FARMERS MARKET EXPENSE COLOR COMBINATION AD - P&R PROGRAMS	183948	05/16/14		05/16/14		421.07
	39937	4	01452 3000	GENERAL EXPENSE COLOR COMBINATION AD - P&R PROGRAMS	183948	05/16/14		05/16/14		388.68
	39937	5	01452 3509	ROBOTICS PROGRAM COLOR COMBINATION AD - P&R PROGRAMS	183948	05/16/14		05/16/14		226.73
	39937	6	01452 3717	HIGH SCHOOL ENTREPRENEURIAL ACADEMY COLOR COMBINATION AD - P&R PROGRAMS	183948	05/16/14		05/16/14		226.73
	39937	7	01452 3719	ROCKERTRY SUMMER CAMP COLOR COMBINATION AD - P&R PROGRAMS	183948	05/16/14		05/16/14		194.34

Report Date 05/16/14

Expenditures Register
GL-1405-42523

PARP05 run by BARBARA 2 : 48 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
3313				DAILY LOCAL NEWS						
	39937	8	01452 3711	PILATES	183948	05/16/14		05/16/14		161.95
				COLOR COMBINATION AD - P&R PROGRAMS						
	39937	9	01452 3710	ZUMBA	183948	05/16/14		05/16/14		161.95
				COLOR COMBINATION AD - P&R PROGRAMS						
	39937	10	01452 3502	AEROBICS-SPR/FALL/WTR	183948	05/16/14		05/16/14		161.95
				COLOR COMBINATION AD - P&R PROGRAMS						
	39937	11	01452 3712	YOGA EXPENSE	183948	05/16/14		05/16/14		161.95
				COLOR COMBINATION AD - P&R PROGRAMS						
										3,239.00
489				FISHER & SON COMPANY INC						
	39939	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS	0000135383-IN	05/16/14		05/16/14		354.00
				6 50LB BAGS - BUILDERS THROW MIX						
										354.00
2951				FREEFALL ADVENTURES INC.						
	39938	1	01452 3204	COMMUNITY DAY	2014-1	05/16/14		05/16/14		250.00
				DEPOSIT - SKYDIVER SHOW - COMM.DAY						
										250.00
525				GARDEN STATE HWY. PRODUCT						
	39940	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG.	099436	05/16/14		05/16/14		786.60
				72 HIP SINGL FACED WHITE/GREEN SIGNS						
										786.60
563				GRAINGER						
	39941	1	01430 2330	VEHICLE MAINT AND REPAIR	9430599770	05/16/14		05/16/14		148.07
				BUMPER WASH BRUSHES & TRUCK CLEANER						
	39942	1	01454 3740	EQUIPMENT MAINT. & REPAIR	9428188396	05/16/14		05/16/14		32.80
				BOTTLES & TRIGGER SPRAYS						
										180.87
2717				HIGGINS & SONS INC., CHARLES A.						
	39944	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG.	36579	05/16/14		05/16/14		97.50
				TRAF.LIGHT MAINT. - MANLEY & RT.352						
										97.50

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
679				INTERCON TRUCK EQUIPMENT						
	39945	1	01432 2500	SNOW - MAINTENANCE & REPAIRS 4" DIAMETER CAST WHEELS	1042328-IN	05/16/14		05/16/14		96.00
	39946	1	01432 2500	SNOW - MAINTENANCE & REPAIRS HOSE REEL WITH 100 FT HOSE	1042346-IN	05/16/14		05/16/14		807.00
										903.00
3314				INTERNET RESEARCH & DEVELOPMENT LLC.						
	39948	1	01407 2130	COMPUTER EXPENSE	2840	05/16/14		05/16/14		45.00
	39949	1	01407 2130	UPDATE YOUTUBE SOCIAL ICONS	1225	05/16/14		05/16/14		168.75
	39957	1	01407 2130	INTEGRATE FACEBOOK LIKE BUTTON TO WEBSITE	1159	05/16/14		05/16/14		187.50
				COMPUTER EXPENSE						
				BACKING UP SITE FOR MIGRATION TO CLOUD ENVIRONMENT						
										401.25
3315				LANCASTER CNTY. CAREER & TECHNOLOGY CTR.						
	39950	1	01487 4600	TRAINING & SEMINARS-EMPLY PW TRENCH TRAINING	AGRMT.# 26	05/16/14		05/16/14		2100.00
										2,100.00
765				LENNI ELECTRIC CORPORATION						
	39951	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS REPLACE SEALTITE FOR EXT. SPRINKLER VALVE	140457	05/16/14		05/16/14		119.50
	39954	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS REPAIR SENSOR RESTROOM LIGHT	140456	05/16/14		05/16/14		83.00
										202.50
2861				LITTLE INC., ROBERT E.						
	39955	1	01430 2330	VEHICLE MAINT AND REPAIR FILLER CAPS, MOTOMIX & B&C COATING	03-254379	05/16/14		05/16/14		138.61
	39956	1	01430 2330	VEHICLE MAINT AND REPAIR REPLACE HOSE @ OIL PUMP	03-254387	05/16/14		05/16/14		33.98
										172.59
2225				MAIL FINANCE						
	39958	1	01401 3840	RENTAL OF EQUIP. -OFFICE POSTAGE MACHINE RENTAL 3/5-6/4/14	H4672026	05/16/14		05/16/14		522.00
										522.00

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808	39959	1	01402 3110	MAILLIE FALCONIERO & CO. AUDITING EXPENSE PARTIAL BILLING RE: 2013 FINANCIAL STATEMENT EXAMINATION	1000034588	05/16/14		05/16/14		7786.00
										7,786.00
2245	39960	1	01410 5300	MARCO INC. POLICE GEN. EXPENSE ADD SPRINKLER LEADS FOR NEW OFFICE	110103	05/16/14		05/16/14		1667.49
										1,667.49
827	39961	1	01438 2450	MARTIN LIMESTONE INC. MATERIALS & SUPPLIES-HIGHWAYS 47.01 TONS STONE, R-6 RIP RAP	552164	05/16/14		05/16/14		1099.10
	39962	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 22.34 TONS STONE, 2A	552165	05/16/14		05/16/14		280.59
										1,379.69
829	39964	1	01409 3740	MASTER'S TOUCH TWP. BLDG. - MAINT & REPAIRS EXTERM. SERVICE MAY 2014 BLCKSMITH SHOP	50536	05/16/14		05/16/14		190.00
	39965	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS EXTERM. SERVICE MAY 2014 TWP. & PW	50537	05/16/14		05/16/14		104.00
	39966	1	01409 3840	DISTRICT COURT EXPENSES EXTERM. SERVICE MAY 2014 D.C. & POL.	50538	05/16/14		05/16/14		58.00
	39967	1	01454 3740	EQUIPMENT MAINT. & REPAIR EXTERM. SERVICE MAY 2014 E.G. PARK	30532	05/16/14		05/16/14		84.00
										436.00
1641	39969	1	01430 2330	NAPA AUTO PARTS VEHICLE MAINT AND REPAIR DIESEL CAN	2-588639	05/16/14		05/16/14		23.12
	39970	1	01430 2330	VEHICLE MAINT AND REPAIR BATTERY CORE RETURN - 3	2-586334	05/16/14		05/16/14		-34.50
	39971	1	01430 2330	VEHICLE MAINT AND REPAIR CRC SPRAY BOTTLES	2-587626	05/16/14		05/16/14		10.27
	39972	1	01430 2330	VEHICLE MAINT AND REPAIR 120 LB KEG	2-588560	05/16/14		05/16/14		115.51
										114.40

Police office

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2593	39974	1	01454 3600	PECO - 18510-39089 UTILITIES 18510-39089 4/3-5/5/14 BOWTREE PUMP	050714	05/16/14		05/16/14		74.13
										74.13
1032	39976	1	01409 3600	PECO - 99193-01302 TWP. BLDG. - FUEL, LIGHT, WATER 99193-01302 3/27/14 - 4/28/14	050814	05/16/14		05/16/14		3002.41
	39976	2	01454 3600	UTILITIES 99193-01302 3/27/14 - 4/28/14	050814	05/16/14		05/16/14		155.00
										3,157.41
1005	39977	1	01438 3840	PENNSYLVANIA ONE CALL SYSTEM EQUIPMENT RENTAL MONTHLY ACTIVITY - APRIL 2014	0000587961	05/16/14		05/16/14		36.84
										36.84
1083	39978	1	01438 2450	PIPE LINE PLASTICS INC. MATERIALS & SUPPLIES-HIGHWAYS CORRUGATED PIPE, COUPLINGS & ELBOWS	271411	05/16/14		05/16/14		821.44
										821.44
1876	39981	1	01438 3840	RANSOME RENTAL COMPANY LP EQUIPMENT RENTAL SWING BOOM MINI-EX RENTAL 4/28-4/29	K13268-01	05/16/14		05/16/14		604.00
										604.00
3181	39982	1	01401 2100	ROTHWELL DOCUMENT SOLUTIONS MATERIALS & SUPPLIES STAPLES FOR LANIER COPIER	INV64983	05/16/14		05/16/14		43.50
										43.50
1196	39983	1	01452 2000	S&S WORLDWIDE INC SUMMER PROGRAM SUPPLIES SUMMER PROGRAM CRAFT SUPPLIES	8090824	05/16/14		05/16/14		687.08
										687.08
2121	39984	1	01410 5300	SHERWIN-WILLIAMS CO. POLICE GEN.EXPENSE 1 GALLON PAINT - POLICE OFFICE	6720-2	05/16/14		05/16/14		40.99
										40.99

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2279				WEEDS INC.						
	39993	1	01461 2482	GENERAL EXPENSE	0039261	05/16/14		05/16/14		480.00
				WEED CONTROL SEPT. & OCTOBER 2013						
										480.00
1983				YALE ELECTRIC SUPPLY CO						
	39994	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	7321291-01	05/16/14		05/16/14		193.38
				GE LIGHT BULBS						
	39995	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	7318970-01	05/16/14		05/16/14		276.41
				GE LIGHT BULBS						
										469.79
2654				YOHE, MARIA						
	39996	1	01432 2500	SNOW - MAINTENANCE & REPAIRS	012214	05/16/14		05/16/14		25.00
				REIMBURSEMENT FOR DAMAGED MAILBOX						
										25.00

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03		SINKING FUND								
679				INTERCON TRUCK EQUIPMENT						
	39947	1	03430 7400	CAPITAL REPLACEMENT - HWY EQUIP NEW DUMP TRUCK - WITH INSTALLED EQUIPMENT	1042321-IN	05/16/14		05/16/14		72354.00
										72,354.00
1087				PIPE XPRESS INC.						
	39979	1	03454 7450	CAPITAL PURCHASE - PARK & REC COPPER TUBING - AMPHITHEATER	67345	05/16/14		05/16/14		1350.00
	39980	1	03454 7450	CAPITAL PURCHASE - PARK & REC CONDUIT PIPE, COUPLINGS & CEMENT - AMPHITHEATER	67395	05/16/14		05/16/14		533.44
										1,883.44

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05				SEWER OPERATING						
6	39918	1	05422 3700	ABC PAPER & CHEMICAL INC R.C. STP-MAINT. & REPAIRS TRASH CAN LINERS	051565	05/16/14		05/16/14		100.67
										100.67
2918	39920	1	05422 4500	ALS ENVIRONMENTAL R.C. STP-CONTRACTED SERV. LAB TESTS - RCSTP 4/22-4/27/14	40-7397	05/16/14		05/16/14		243.00
										243.00
151	39927	1	05422 4502	BLOSENSKI DISPOSAL CO, CHARLES R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS WITH LINER 5/6/14	134008	05/16/14		05/16/14		181.00
										181.00
241	39928	2	05422 4502	C.C. SOLID WASTE AUTHORITY R.C. SLUDGE-LAND CHESTER WEEK 5/1/14 - 5/6/14	36733	05/16/14		05/16/14		384.80
										384.80
317	39934	1	05420 3702	CONTRACTOR'S CHOICE C.C. COLLEC.-MAINT. & REPR. COMPRESSOR HOSES	00178223	05/16/14		05/16/14		499.80
										499.80
583	39943	1	05422 3700	HACH COMPANY R.C. STP-MAINT. & REPAIRS CABLE ASSY & LOGGER ANALYZER MODULE	8806069	05/16/14		05/16/14		4942.22
										4,942.22
765	39952	1	05422 3700	LENNI ELECTRIC CORPORATION R.C. STP-MAINT. & REPAIRS BUG ZAPPER & CEILING FANS RCSTP	140462	05/16/14		05/16/14		2359.50
	39953	1	05420 3702	C.C. COLLEC.-MAINT. & REPR. REPAIR HERSHEY MILL PS DRIVES	140464	05/16/14		05/16/14		312.00
										2,671.50

Conduit for Fans - Bug Zapper

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
829				MASTER'S TOUCH						
	39963	1	05422 3700	R.C. STP-MAINT. & REPAIRS EXTERM. SERVICE MAY 2014 RCSTP	50535	05/16/14		05/16/14		33.00
										33.00
2827				PECO - 04725-43025						
	39973	1	05420 3602	C.C. COLLECTION -UTILITIES 04725-43025 4/6-5/5/14 WYLLPEN PUMP	050714	05/16/14		05/16/14		736.25
										736.25
1031				PECO - 99193-01204						
	39975	1	05420 3602	C.C. COLLECTION -UTILITIES 99193-01204 3/30/14-4/30/14	050814	05/16/14		05/16/14		590.51
	39975	2	05420 3600	C.C. METERS - UTILITIES 99193-01204 3/30/14-4/30/14	050814	05/16/14		05/16/14		10.00
	39975	3	05422 3601	R.C. COLLEC.-UTILITIES 99193-01204 3/30/14-4/30/14	050814	05/16/14		05/16/14		163.27
	39975	4	05422 3600	R.C STP -UTILITIES 99193-01204 3/30/14-4/30/14	050814	05/16/14		05/16/14		10196.85
										10,960.63
1005				PENNSYLVANIA ONE CALL SYSTEM						
	39977	2	05422 3701	R.C. COLLEC.-MAINT. & REPR MONTHLY ACTIVITY - APRIL 2014	0000587961	05/16/14		05/16/14		36.83
	39977	3	05420 3702	C.C. COLLEC.-MAINT. & REPR. MONTHLY ACTIVITY - APRIL 2014	0000587961	05/16/14		05/16/14		36.83
										73.66
2773				VERIZON - PW FIOS 9583						
	39990	1	05422 3601	R.C. COLLEC.-UTILITIES APRIL 28 - MAY 27, 2014 - PW FIOS	042814-9583	05/16/14		05/16/14		79.99
										79.99

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06		REFUSE								
2762	39919 1	06427 4500		AJB A.J. BLOSENSKI INC. CONTRACTED SERV. EXTRA YARD WASTE SERVICE 4/23/14	45100001	05/16/14		05/16/14		2500.00
										2,500.00
241	39928 1	06427 4502		C.C. SOLID WASTE AUTHORITY LANDFILL FEES WEEK 5/1/14 - 5/6/14	36733	05/16/14		05/16/14		5206.35
										5,206.35
										406,340.14
										0 Printed, totalling 406,340.14

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	303,489.83	GENERAL FUND
03	03	74,237.44	SINKING FUND
05	05	20,906.52	SEWER OPERATING
06	06	7,706.35	REFUSE
		406,340.14	

PERIOD SUMMARY

Period	Amount
1405	406,340.14
	406,340.14

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
07				MUNICIPAL AUTHORITY						
3312	39915	1	07428	1000 CONESTOGA & ASSOCIATES RESERVOIR PUMP STATION - ENGINEER PROF.SERVICE THRU 3/30/14 RESERVOIR RD. PS - BOG TURTLE HABITAT	465365	05/16/14		05/16/14		3150.00
										3,150.00
										3,150.00
0 Printed, totalling										3,150.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
07	07	3,150.00	MUNICIPAL AUTHORITY
		3,150.00	

PERIOD SUMMARY

Period	Amount
1405	3,150.00
	3,150.00

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03				SINKING FUND						
1438	39997	1	03409 7400	WAGNERS, BOB CAPITAL REPLACEMENT-TWP BLDG CARPET FOR STAIR TREADS	V46250	05/20/14	05/16/14	05/20/14	679 p	2800.00
										2,800.00
										2,800.00
										1 Prepays, totalling 2,800.00
										0 Printed, totalling 0.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
03	03	2,800.00	SINKING FUND
		2,800.00	

PERIOD SUMMARY

Period	Amount
1405	2,800.00
	2,800.00

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03		SINKING FUND								
1438	40004 1	03409	7400	WAGNERS, BOB CAPITAL REPLACEMENT-TWP BLDG BALANCE DUE - TWP. BUILDING CARPET	052914	05/29/14	05/29/14	05/29/14	682	4841.00
										4,841.00
										4,841.00
1 Printed, totalling										4,841.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
03	03	4,841.00	SINKING FUND
		4,841.00	

PERIOD SUMMARY

Period	Amount
1405	4,841.00
	4,841.00

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2531	40023	1	01401 3000	CHESTER COUNTY CHAMBER GENERAL EXPENSE ANNUAL MEMBER. DUES 6/1/14-5/31/15	22630	05/29/14		05/29/14		300.00
										300.00
3322	40024	1	01404 3140	COHEN LAW GROUP LEGAL - ADMIN LEGAL SERV. 5/7/14 WIRELESS FACIL. MANAGEMENT SERVICES	2	05/29/14		05/29/14		2500.00
										2,500.00
3250	40025	1	01401 3120	COMCAST 299415-01-4 CONSULTING SERVICES 299415-01-4 5/23-6/22/14 LED BOOT & PAOLI	051514	05/29/14		05/29/14		94.85
										94.85
1556	40026	1	01454 3740	CONVERY, MATTHEW EQUIPMENT MAINT. & REPAIR	051514	05/29/14		05/29/14		537.50
	40026	2	01438 2450	GIS SERVICES 11/24/13 - 3/28/14 MATERIALS & SUPPLIES-HIGHWAYS	051514	05/29/14		05/29/14		537.50
	40026	3	01436 3000	GIS SERVICES 11/24/13 - 3/28/14 STORMWATER MGMT. EXPENSE MS4 GIS SERVICES 11/24/13 - 3/28/14	051514	05/29/14		05/29/14		537.50
										1,612.50
2226	40030	1	01401 3400	DAILY LOCAL NEWS ADVERTISING - PRINTING	00342556	05/29/14		05/29/14		57.34
	40031	1	01401 3400	NOTICE - ANNUAL PLAN SESS MAY 19 ADVERTISING - PRINTING	00342558	05/29/14		05/29/14		62.36
	40032	1	01401 3400	NOTICE - PENSION COM RESCHED ADVERTISING - PRINTING	00342557	05/29/14		05/29/14		49.81
	40033	1	01401 3400	NOTICE - PENSION COM CHG.TIME ADVERTISING - PRINTING	00342741	05/29/14		05/29/14		69.89
										239.40
2997	40029	1	01213 1000	DOMINION DENTAL SERVICES INC. DENTAL INSURANCE W/H JUNE 2014 PREMIUM	1312868	05/29/14		05/29/14		914.60
										914.60

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3305	40034	2	01410 3140	ECKERT SEAMANS CHERIN & MELLOTT LLC. POLICE ARBITRATION AND LEGAL FEES LEGAL SERV. THRU 4/30/14 50% EAST GOSHEN SHARE RE: WEGO PROPOSAL	1045076	05/29/14		05/30/14		43.50
										43.50
3323	40035	1	01401 3070	EMANUEL, JANET L. PSATS EXPENSE REIMBURSEMENT FOR PSATS - HOTEL	052714	05/29/14		05/29/14		125.43
	40035	2	01401 3070	PSATS EXPENSE REIMBURSEMENT FOR PSATS - MILEAGE	052714	05/29/14		05/29/14		80.64
										206.07
510	40036	1	01430 2330	FRAMES POWER EQUIPMENT & MULCH VEHICLE MAINT AND REPAIR GASKETS, SEALS & FILTER COVER	54258	05/29/14		05/29/14		31.36
	40037	1	01430 2330	VEHICLE MAINT AND REPAIR V-5V BELT	54349	05/29/14		05/29/14		108.65
	40038	1	01430 2330	VEHICLE MAINT AND REPAIR STARTER ROPE	54478	05/29/14		05/29/14		37.31
										177.32
2631	40039	1	01401 2110	GRAPHIC IMPRESSIONS OF AMERICA INC. STATIONERY BOS ENVELOPES	14-2625	05/29/14		05/29/14		128.00
	40040	1	01413 3000	GENERAL EXPENSE 500 FIELD REPORT INVOICES	14-2640	05/29/14		05/29/14		146.00
										274.00
594	40041	1	01454 3740	HAMMOND & MCCLOSKEY INC. EQUIPMENT MAINT. & REPAIR DEWINTERIZE OLD RESTROOMS - EG PARK	6682	05/29/14		05/29/14		166.49
	40042	1	01454 3740	EQUIPMENT MAINT. & REPAIR REPLACE LAMPS & FILTERS IN ALL REST ROOMS EG PARK. TURN ON DRINKING FOUNTAINS	6683	05/29/14		05/29/14		422.20
										588.69
598	40043	1	01438 2450	HANSON AGGREGATES PENNSYLVANIA LLC MATERIALS & SUPPLIES-HIGHWAYS 26.65 TONS PRODUCT #114315	2505910	05/29/14		05/29/14		311.80
	40044	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 20.53 TONS PRODUCT #114315	2504381	05/29/14		05/29/14		240.21
										552.01

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
2717	40046	1	01433 2500	HIGGINS & SONS INC., CHARLES A. MAINT. REPAIRS.TRAFF.SIG.	36430	05/29/14		05/29/14		260.00
	40047	1	01433 2500	TRAF.LIGHT MAINT. BOOT & WILSON MAINT. REPAIRS.TRAFF.SIG.	36674	05/29/14		05/29/14		163.40
				TRAF.LIGHT MAINT. PAOLI PK. & RT.352						423.40
627	40045	1	01438 2450	HIGHWAY MATERIALS INC. MATERIALS & SUPPLIES-HIGHWAYS	1632690MB	05/29/14		05/29/14		478.52
	40045	2	01438 2450	9.99 TONS 19B .3<3 HILL STREET MATERIALS & SUPPLIES-HIGHWAYS	1632690MB	05/29/14		05/29/14		110.67
	40048	1	01438 2450	2.04 TONS 9.5H .3<3 HILL STREET MATERIALS & SUPPLIES-HIGHWAYS	1632723MB	05/29/14		05/29/14		88.00
				2 TONS 19B .3<3 ASPHALT						677.19
638	40049	1	01409 3740	HOME DEPOT CREDIT SERVICES TWP. BLDG. - MAINT & REPAIRS	051314	05/29/14		05/29/14		62.88
	40049	2	01437 2460	APPLIANCE LIGHT BULB & 19W BULBS GENERAL EXPENSE - SHOP	051314	05/29/14		05/29/14		68.71
	40049	3	01454 3710	LAG SCREWS, DRILL BIT SET, WALL PAPER STRIPPER, BLADE, RED OAK STAIN , WOOD FILLER, NYLON TIES & CHALK LANDSCAPING	051314	05/29/14		05/29/14		69.90
	40049	4	01454 2000	TREE & SHRUB SOIL, DOORSTOPS MAINTENANCE SUPPLIES	051314	05/29/14		05/29/14		120.79
	40049	5	01410 5300	GRIP TROWEL, HOMER BUCKET & OOZE TUBE FOR NEW TREE POLICE GEN.EXPENSE	051314	05/29/14		05/29/14		104.79
				DRYWALL SCREWS, INSULATION, HEAVY DUTY GLUE, MINERAL SPIRITS & VINYL CONCRETE PATCHER						427.07
679	40050	1	01430 2330	INTERCON TRUCK EQUIPMENT VEHICLE MAINT AND REPAIR	1042385-IN	05/29/14		05/29/14		54.80
	40051	1	01432 2500	BAR, MARKER & TAIL LIGHTS, HITCH PINS SNOW - MAINTENANCE & REPAIRS	1042384-IN	05/29/14		05/29/14		3616.00
				TILT HITCHES						3,670.80

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PARP05 run by BARBARA

5 : 01 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2940				J&R WIRELESS LLC.						
	40052	1	01437 2460	GENERAL EXPENSE - SHOP	4983-01	05/29/14		05/29/14		60.00
				CELLET AC CHARGER & APPLE CERT						
	40053	1	01401 3210	COMMUNICATION EXPENSE	5534-01	05/29/14		05/29/14		284.99
				4G APPLE IPHONE W/ACCESS. M.MILLER						
	40054	1	01433 2450	MATERIALS & SUPPLIES - SIGNS	4982-01	05/29/14		05/29/14		629.99
				4G APPLE IPAD FOR SIGNS						
										974.98
3324				KALINOWSKI, MARISSA						
	40055	1	01452 2025	SUMMER PROGRAM GENERAL EXPENSE	051214	05/29/14		05/29/14		10.00
				REIMBURSEMENT FOR BACKGROUND CHECK						
				FEE						
										10.00
2442				KENT AUTOMOTIVE						
	40056	1	01437 2460	GENERAL EXPENSE - SHOP	9302419799	05/29/14		05/29/14		486.55
				GLOSS & FLAT BLACK PAINT& RED OXIDE						
				MAINT.PAINT						
										486.55
765				LENNI ELECTRIC CORPORATION						
	40057	1	01410 5300	POLICE GEN.EXPENSE	140507	05/29/14		05/29/14		3375.30
				INSTALL AND WIRE FIXTURES &						
				RECEPTACLES - NEW POLICE OFFICE						
	40058	1	01409 3840	DISTRICT COURT EXPENSES	140510	05/29/14		05/29/14		584.42
				REPLACE BATTERIES -EMERGENCY LIGHTS						
										3,959.72
1030				LEVEL 3						
	40059	1	01401 3210	COMMUNICATION EXPENSE	105966905	05/29/14		05/29/14		514.89
				MAY 20 - JUNE 19, 2014						
										514.89
3255				LIBERTY TOOL INC.						
	40060	1	01430 2330	VEHICLE MAINT AND REPAIR	5073923	05/29/14		05/29/14		76.00
				BLADE WIRE BRUSH, TOGGLE SWITCH &						
				ECCENTRIC SHAFT ASSEMBLY						
										76.00

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
787	40061	1	01409 3740	LOW-RISE ELEVATOR CO. INC TWP. BLDG. - MAINT & REPAIRS BASIC MAINTENANCE JUNE 2014	58364	05/29/14		05/29/14		40.00
										40.00
1817	40062	1	01454 3740	LOWES BUSINESS ACCOUNT/GECF EQUIPMENT MAINT. & REPAIR ANGLE GREEN, VEG. KILLER, BATTERIES BUCKET, FLAGGING & SHARPIES	051714	05/29/14		05/29/14		102.96
40062	2	01437	2460	GENERAL EXPENSE - SHOP ANGLE GREEN, VEG. KILLER, BATTERIES BUCKET, FLAGGING & SHARPIES	051714	05/29/14		05/29/14		102.96
40062	3	01409	3740	TWP. BLDG. - MAINT & REPAIRS TAPE, BRUSH STRAP, WIRE STRIPPER, CABLE & WINGNUTS	051714	05/29/14		05/29/14		75.85
40062	4	01410	5300	POLICE GEN. EXPENSE CEILING PANELS, HAND SANDER, MUD PANS, MOLDING, TEES & PEAK FORM 12' GRID	051714	05/29/14		05/29/14		376.84
40062	5	01438	2450	MATERIALS & SUPPLIES-HIGHWAYS COLD PATCH	051714	05/29/14		05/29/14		856.64
										1,515.25
3325	40064	1	01454 3710	MCGINTY'S LANDSCAPING LLC. LANDSCAPING 15 WHITE PINES & 2 MAPLE RED SUNSET	104001	05/29/14		05/29/14		3996.20
										3,996.20
3326	40065	1	01432 2500	MCGLOHORN, JONATHAN SNOW - MAINTENANCE & REPAIRS REIMBURSEMENT FOR DAMAGED MAILBOX	031414	05/29/14		05/29/14		25.00
										25.00
909	40066	1	01430 2600	MES - PENNSYLVANIA MINOR EQUIP. PURCHASE AIRSHORE - SWIVELS FOR STRUTS	00520294_SNV	05/29/14		05/29/14		712.00
40067	1	01430	2600	MINOR EQUIP. PURCHASE SHORING STRUT	00520295_SNV	05/29/14		05/29/14		3156.00
40068	1	01437	2460	GENERAL EXPENSE - SHOP HYDRO AIR BOTTLES	00521606_SNV	05/29/14		05/29/14		210.00
										4,078.00

Confined space entry

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
3068				MILLER CONCRETE PRODUCTS INC., A.C.						
	40069	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS	62800	05/29/14		05/29/14		1900.00
				BICYCLE GRATE						
	40070	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS	62803	05/29/14		05/29/14		3325.00
				4 DRAINAGE & INLETS INCLUDES THOSE						
				FOR TANGLEWOOD & CHRISTINE LANE						
	40070	2	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS	62803	05/29/14		05/29/14		2480.00
				4 DRAINAGE & INLETS WITH TYPE C TOP						
				& BIKE GRATES						
-----										7,705.00
1641				NAPA AUTO PARTS						
	40071	1	01430 2330	VEHICLE MAINT AND REPAIR	2-589897	05/29/14		05/29/14		514.83
				5 BATTERIES						
	40072	1	01430 2330	VEHICLE MAINT AND REPAIR	2-589881	05/29/14		05/29/14		145.21
				1 BATTERY						
	40073	1	01430 2330	VEHICLE MAINT AND REPAIR	2-590150	05/29/14		05/29/14		-105.00
				BATTERY CORE RETURNS						
-----										555.04
967				O'MALLEY TOPSOIL LLC						
	40078	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS	1488 1489 1491	05/29/14		05/29/14		324.00
				18 YARDS SCREENED TOPSOIL 5/14 P/U						
	40079	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS	1499 1501	05/29/14		05/29/14		216.00
				12 YARDS SCREENED TOPSOIL 5/15 P/U						
	40080	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS	1493	05/29/14		05/29/14		108.00
				6 YARDS SCREENED TOPSOIL 5/14 P/U						
-----										648.00
1554				OFFICE DEPOT						
	40074	1	01401 2100	MATERIALS & SUPPLIES	698955937001	05/29/14		05/29/14		130.02
				CLASP ENVELOPES & TONER						
	40075	1	01401 2100	MATERIALS & SUPPLIES	708175789001	05/29/14		05/29/14		15.81
				FILE FOLDERS & "WHILE YOU WERE OUT"						
				PADS						
	40076	1	01401 2100	MATERIALS & SUPPLIES	708175788001	05/29/14		05/29/14		54.48
				CLASP ENVELOPES & SCISSORS						
	40077	1	01401 2100	MATERIALS & SUPPLIES	708174378001	05/29/14		05/29/14		75.99
				WHITE FLAT ENVELOPES						
-----										276.30

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1022	40081	1	01454 3740	PATERSON, MICHAEL J. EQUIPMENT MAINT. & REPAIR	014C015-5/6	05/29/14		05/29/14		482.00
	40082	1	01454 3740	REPAIR SOCCER FIELD FENCE EQUIPMENT MAINT. & REPAIR	014C015-5/5	05/29/14		05/29/14		229.00
				REPAIR CHAINLNK FENCE -BALL FIELD C						711.00
1029	40083	1	01409 3740	PDM SERVICE COMPANY INC TWP. BLDG. - MAINT & REPAIRS	2014-11239	05/29/14		05/29/14		100.00
				REPAIR TELECOR CONFERENCE SYSTEM						100.00
1035	40085	1	01430 2600	PENDERGAST SAFETY EQUIP. MINOR EQUIP. PURCHASE	1075494-01	05/29/14		05/29/14		3649.12
				BREATHING APPARATUS FOR CONFINED SPACE ENTRY - PANTHER HIP PACK	<i>Escape Pack x 2</i>					3,649.12
1087	40086	1	01454 3740	PIPE XPRESS INC. EQUIPMENT MAINT. & REPAIR	67420	05/29/14		05/29/14		170.40
				BRASS CURB STOP, BRASS COMP X & 4 CI CURB BOX ASSEMBLY						170.40
1876	40088	1	01438 3840	RANSOME RENTAL COMPANY LP EQUIPMENT RENTAL	K13298-01	05/29/14		05/29/14		255.00
				FLAT TOP HAMMER RENTAL 5/5-5/6/14						255.00
1161	40089	1	01430 2320	REILLY & SONS INC VEHICLE OPERATION - FUEL	63890	05/29/14		05/29/14		765.58
				252.0 GALLONS GASOLINE						3118.87
	40090	1	01430 2320	VEHICLE OPERATION - FUEL	63891	05/29/14		05/29/14		3118.87
				1000.6 GALLONS DIESEL						3,884.45
1212	40091	1	01430 2330	SAYRE INC., G.L. VEHICLE MAINT AND REPAIR	1-241220098	05/29/14		05/29/14		139.98
				2 SETS COVERALLS FOR TRUCK						13.64
	40092	1	01430 2330	VEHICLE MAINT AND REPAIR	1-241280009	05/29/14		05/29/14		13.64
				CAP-HUBS						210.00
	40093	1	01430 2330	VEHICLE MAINT AND REPAIR	1-241260094	05/29/14		05/29/14		210.00
				BODY WORK - PETERBILT UNIT #44						363.62

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
2273	40095	1	01409 3605	VERIZON - 0527 PW BLDG - FUEL,LIGHT,SEWER & WATER MAY 15- JUNE 14, 2014	051514-5027	05/29/14		05/29/14		172.85
										172.85
1470	40096	1	01410 5310	WESTTOWN TOWNSHIP REGIONAL POLICE BLDG INTEREST MAY 2014 INTEREST	052914	05/29/14		05/29/14		1624.38
	40096	2	01410 5320	REGIONAL POLICE BLDG PRINCIPAL MAY 2014 PRINCIPAL	052914	05/29/14		05/29/14		9166.67
										10,791.05
3095	40097	1	01452 3204	WINDY CITY NOVELTIES COMMUNITY DAY RED/WHITE/BLUE GLOW NECKLACES	1617680-000	05/29/14		05/29/14		412.00
										412.00

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MARP05 run by BARBARA 5 : 01 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05				SEWER OPERATING						
3319	40010	1	05422 3701	ABEL RECON R.C. COLLEC.-MAINT. & REPR MANHOLE LINING	052114	05/29/14		05/29/14		2500.00
										2,500.00
1658	40015	1	05420 3602	AQUA PA C.C. COLLECTION -UTILITIES	051914 GH	05/29/14		05/29/14		16.00
				000300141 0300141 4/16-5/15/14 GH						
	40016	1	05420 3602	C.C. COLLECTION -UTILITIES	051914 BK	05/29/14		05/29/14		16.00
				000363541 0357724 4/16-5/15/14 BK						
										32.00
1817	40062	6	05420 3702	LOWES BUSINESS ACCOUNT/GECF C.C. COLLEC.-MAINT. & REPR. 22" KOHLER 2IN1	051714	05/29/14		05/29/14		284.05
										284.05
3043	40063	1	05422 2440	MAIN POOL & CHEMICAL COMP. INC. R.C. STP- CHEMICALS	1441527	05/29/14		05/29/14		5093.00
				1650 GAL. ALUM.SULFATE SOLUTION & 220 50LB BAGS SODIUM CARBONITE LITE						
										5,093.00
1035	40084	1	05422 3700	PENDERGAST SAFETY EQUIP. R.C. STP-MAINT. & REPAIRS GMI VEHICLE CHARGERS	1075492-02	05/29/14		05/29/14		117.71
										117.71
2342	40087	1	05420 3702	POWERPRO EQUIPMENT C.C. COLLEC.-MAINT. & REPR. BRICKS - MANHOLE REPAIR	P55311	05/29/14		05/29/14		9.36
										9.36
2439	40094	1	05422 3601	VERIZON -7041 R.C. COLLEC.-UTILITIES MAY 7 - JUNE 6, 2014	050714-7041	05/29/14		05/29/14		230.81
										230.81
										95,413.49
										0 Printed, totalling 95,413.49

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PARP05 run by BARBARA 5 : 01 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
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FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	61,212.30	GENERAL FUND
03	03	25,934.26	SINKING FUND
05	05	8,266.93	SEWER OPERATING

		95,413.49	

PERIOD SUMMARY

Period	Amount
1405	95,413.49

	95,413.49

DATE	DESCRIPTION	TOTAL	1401.2100	1401.3070	1401.2600	1411.3000	1437.2460	1454.3723	1401.3000	1487.1910	1452.3050	1407.2130
	RICK SMITH											
4/4/2014	Proantage - Epson Scanner	194.88			194.88							
4/14/2014	AT&T - IPAD	14.99										14.99
4/15/2014	Fuudtrucks - PSATS convention	42.45	42.45									
4/15/2014	Hotel Hershey - PSATS convention	428.86	428.86									
4/16/2014	Hess - Gasoline - PSATS	19.43	19.43									
4/16/2014	Hotel Hershey - PSATS convention	765.08	765.08									
4/16/2014	Hotel Hershey - PSATS convention	276.29	276.29									
4/16/2014	Hotel Hershey - PSATS convention	619.28	619.28									
4/16/2014	Hotel Hershey - PSATS convention	619.28	619.28									
4/16/2014	Hotel Hershey - PSATS convention	376.29	376.29									
4/23/2014	Vecmat - cleaning kit - Tia's check scanner	45.06	45.06									
4/22/2014	Zapco - Green file folders	49.58	49.58									
4/24/2014	B&H Photo - Laserjet Printer & Toner	775.98	145.99		629.99							
		\$4,227.45										
	MARK MILLER											
3/28/2014	MVP Sporting Goods - Bases for Ballfields	1,170.00					1,170.00					
4/4/2014	Acome - Snacks & Paper Goods EG Beautiful Day	34.09						34.09				
4/5/2014	Dunkin Donuts - EG Beautiful Day	83.75						83.75				
4/11/2014	Weaver's Store - Zippered Hoodies & Boots	426.58							426.58			
4/14/2014	AT&T - IPAD	30.00										30.00
4/15/2014	Weaver's Store - Boots & Thermal Hoody	248.25							248.25			
4/18/2014	Galls International - Steel Tip Boots - Fire Marshall	169.98			169.98							
4/22/2014	Village Hardware - Shovels & Rakes	146.94					146.94					
4/23/2014	Giant - Water for office	37.96	37.96									
4/23/2014	AC Moore - Picture Frames	121.86							121.86			
		\$2,469.41										
	JASON LANG											
4/1/2014	Walmart - Egg Hunt Supplies	151.34									151.34	
4/2/2014	Facebook - Re: Egg Hunt	34.23									34.23	
		\$185.57										
	GRAND TOTAL	6,882.43	278.59	3,146.96	824.87	169.98	1,466.94	1,170.00	239.70	674.83	185.57	44.99

6,882.43



J/E's made

Ad to Master Credit Card List

EAST GOSHEN TOWNSHIP ACTION LIST

New additions are in bold	June 3, 2014
Item	Date
Comp Plan	June 3, 2014
Open Space Plan	June 3, 2014
Hershey's Mill Dam	June 3, 2014
Bicentennial Committee	June 17, 2014
Workforce Development Committee	June 17, 2014
Comcast Franchise Renewal	June 17, 2014
Quarterly Report on Comp Plan Goals for ABCs	July 15, 2014
Quarterly Report Municipal Authority Projects	July 15, 2014
Quarterly Financial Reports	July 15, 2014
Quarterly Report on I&I	July 15, 2014
Quarterly Review of Right to Know Requests	July 15, 2014

EAST GOSHEN TOWNSHIP ACTION ITEM

Item:	Comp Plan	No:	
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
11/13/2012	Contract executed and sent to CCPC
1/15/2013	Contract executed. Memeo on task force
2/19/2013	task force created .kick off meeting set for 2/25
3/5/2013	Verbal update at meeting
5/7/2013	Public visioning session set for 6/3/13
6/4/2013	Verbal update on visioning session
7/2/2013	Board to review "sustainability" section on 7/2
8/6/2013	BoS met with John t to confirm goals
9/3/2013	Verbal update on 8/26/13 mtg
10/1/2013	Verbal Update at meeting
11/12/2013	Verbal Update at meeting
12/3/2013	CPTF intends to discuss two sections at future meeting to accelerate schedule
1/6/2014	Project is on schedule
2/11/2014	Verbal Update at meeting
3/11/2014	Verbal Update at meeting
4/1/2014	Scheduling a meeting with CCPC and Brandywine to discuss format.
5/6/2014	Revised chapters in new format are expected for the May CPTF meeting
6/3/2014	May meeting canceled. Next meeting scheduled for June 23

EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

Open Space Plan

No:

List Date:

6/18/2013

Completed Date:

Description:

Consider updating the Open Space Plan

Date	Action
8/6/2013	RFP Issued in July. BoS to consider proposals on 8/6. Tabled pending additional info
9/3/2013	On 9/3 agenda for action by Board
10/1/2013	Kick off Meeting on October 17, 2013
11/12/2013	Working on setting up focus groups and conducting interviews
12/3/2013	Setting up focus groups and conducting interviews
1/6/2014	Interviews are in progress
2/11/2014	Open House conducted on January 30. About 20 residents attended.
3/4/2014	Currently on schedule
4/1/2014	We met with Ms. Toole on 3/19 and finalized format
5/6/2014	Plan with revised format to be reviewed at May Task Force meeting
6/3/2014	Goals and objectives approved by Committee on 5/15. Anne is working on final draft of the Plan.

**EAST GOSHEN TOWNSHIP
ACTION ITEM**

Item:	Hershey's Mill Dam	No:	1
List Date:	5/22/2007	Completed Date:	
Description:	Bring Dam into compliance with DEP requirements or dispose of dam		
Date	Action		
	Note I have hidden the 2010 and 2011 comments to save space		
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		
5/7/2013	Comment letter received. Engineer will re-submit next week.		
6/4/2013	Verbal Report at Meeting -Engineer waiting on info from structural engineer		
7/2/2013	Verbal Report at Meeting		
8/6/2013	Revised plan sent to DEP on 7/1		
9/3/2013	Waiting on a response from DEP		
10/1/2013	Review letter received 9/23 and the engineer is making revisions		
11/12/2013	Verbal report at meeting		
12/3/2013	Revised plans sent to DEP on 11/11/13		
1/6/2014	DEP called engineer with two minor comments. Revised plans to be sent to DEP		
2/11/2014	Waiting on a response from DEP		
3/11/2014	Waiting on a response from DEP		
4/1/2014	DEP wants additional info on connection between exiting and new spillway		
5/6/2014	Verbal Report at meeting		
6/3/2014	DEP is ok with proposed connection between the existing and new spillway.		

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

Voice (610) 692-7171

Fax (610) 425-8950

E-mail rsmith@eastgoshen.org

Date: May 29, 2014

To: Board of Supervisors

From: Rick Smith, Township Manager

Re: Sunoco Remediation Report

We received the First Quarter 2014 Remedial Action Progress Report from Sunoco.

When the wells were tested on January 27, 2014 of the 24 test wells only 2 have a MTBE reading above the State Limit (20 ug/l).

The remediation system was temporarily shut down on December 31, 2013 so that the aquifer response can be evaluated.

The executive summary is attached and a complete copy of the report is available for review at the Township Building.

Remedial Action Progress Report First Quarter 2014

Sunoco Station # 0004-7969
1425 Paoli Pike
West Chester, PA

General Information

Sunoco Remediation Associate:	Bill Brochu
Consultant:	Environmental Alliance, Inc. (Alliance) 5341 Limestone Road Wilmington, DE 19808
Alliance Program Manager:	Joe Rossi
Alliance Project Manager:	Chris Thoeny
PADEP Case Manager:	Lauren Mapleton – PADEP Southeast Regional Office
PADEP Facility ID#:	15-20353
County:	Chester
Municipality:	East Goshen Township

SITE OVERVIEW

- ◆ The site is an active retail gasoline station and A-Plus convenience store.

SITE HISTORY

- ◆ In July of 1989, Sunoco retained Groundwater and Environmental Services, Inc. (GES) to conduct a hydrogeologic investigation upon the acquisition of the Site. GES installed 4 monitoring wells along with collecting soil samples and an initial groundwater sampling event. Analytical results indicated the presence of total BTEX and total petroleum hydrocarbons (TPH) in the two samples that were located nearest the underground storage tank (UST) field.
- ◆ In the fall of 1989, Sunoco upgraded the UST system onsite. Upgrade activities included: the removal of four 4,000 gallon steel USTs which were replaced with three 10,000 gallon fiberglass USTs and the removal of two 550 gallon heating and waste oil tanks that were replaced with two 275 gallon aboveground storage tanks (ASTs).
- ◆ In December 1992 and January 1993, Sunoco completed service station upgrades, which included the abandonment of the on-site water supply well.
- ◆ In January 1995, the Pennsylvania Department of Environmental Resources (PADEP) issued a letter in which no further investigative activities were deemed necessary. Subsequently, all monitoring wells were abandoned by B. L. Myers on January 27, 1995.
- ◆ In October 2006, Sunoco upgraded the dispensers and product piping at the Site. During upgrade activities contamination was detected beneath one of the dispensers and was confirmed through a grab soil sample. Benzene was detected above Pennsylvania

- Department of Environmental Protection (PADEP) statewide health standard (SHS) and a notice of release (NOR) was submitted to the PADEP by Alliance on October 16, 2006.
- ◆ On January 17th and 18th, 2007, Alliance conducted soil borings and the installation of four monitoring wells. The monitoring wells were sampled on February 6th and April 25th, 2007.
 - ◆ In August 2007, Alliance submitted a Site Characterization Report (SCR) to the PADEP. The SCR was disapproved based on further site characterization being needed.
 - ◆ On September 19th and 20th, 2007, Alliance installed an additional four monitoring wells to help further delineate any potential migration of contaminants of concern.
 - ◆ In accordance with a letter from the PADEP dated March 3, 2008 Alliance conducted an extensive well search, in which no drinking wells were identified between the Site and the closest down-gradient sensitive receptor, Ridley Creek.
 - ◆ On September 3, 2008, Alliance installed two offsite monitoring wells and one onsite monitoring well. The offsite wells (MW-9 and MW-10) were installed for further horizontal delineation of potential contaminants of concern. The onsite well (MW-7B) was installed for vertical delineation of potential contaminants of concern.
 - ◆ In December 2008, a slug test was performed on monitoring well MW-7B to calculate the hydraulic conductivity of the bedrock aquifer beneath the site.
 - ◆ On May 27th and 28th, 2009 Alliance installed additional overburden and shallow bedrock wells at off site (MW-9 and 9B, MW-10 and 10B, and MW-11 and MW-11B) and onsite locations (MW-2B and MW-8B).
 - ◆ On November 3rd through 5th, 2009 Alliance installed additional monitoring wells onsite (MW-12, MW-12B and MW-5B) and off site (MW-13 and 13B and MW-14 and 14B).
 - ◆ On November 9, 2009, Alliance submitted a Status Report for Site Characterization to the PADEP.
 - ◆ On February 1, 2010, Alliance submitted a Site Characterization Report (SCR) to the PADEP selecting the Site Specific Standard (SSS) as the clean up standard for the site. The SCR was approved by the PADEP in a letter dated April 21, 2010.
 - ◆ On June 10, 2010, Alliance submitted a Remedial Action Plan (RAP) to the PADEP in which a groundwater pump and treat remediation system was selected as the remedial strategy for the site. The RAP was approved by the PADEP in a letter dated July 21, 2010.
 - ◆ Start up/shake down procedures for the groundwater remediation system were initiated on June 15, 2010. The permanent operation date for the groundwater remediation system is June 28, 2010.
 - ◆ Operation and Maintenance (O&M) of the remediation system has been ongoing since June 28, 2010.
 - ◆ On August 28, 2012, Alliance submitted a request to PADEP by e-mail on behalf of Sunoco, to modify the groundwater sampling plan during active remediation to a reduced list of wells. PADEP agreed to a reduced groundwater sampling plan per an August 28, 2012 e-mail. The following wells were removed from the quarterly groundwater sampling scope MW-2 & 2B; MW-5 & 5B; MW-9 & 9B; MW-10 & 10B; MW-13 & 13B. All the wells will remain in place, secured with a water tight manhole and locking well plug (wells will not be abandoned). Once active pumping is ceased, the wells will be returned to the sampling plan, or a modified sampling plan to meet post remediation monitoring needs will be developed in participation with PADEP.

- ◆ A Notice of Intent (NOI) was submitted to PADEP on September 6, 2012, for renewal of the NPDES Permit, to continue operation of the remediation system. Coverage under the statewide permit was extended in a letter from PADEP dated October 24, 2012.
- ◆ On September 27 2012, Alliance installed a regenerative air blower at the Site to aid in sub-surface remediation. The blower was installed in the remediation shed, and tied into piping runs connected to MW-7B. The purpose of the blower is to provide additional hydraulic influence at well MW-7B and possibly extract hydrocarbon vapors from the de-watered bedrock surrounding MW-7B. All extracted vapors are passed through activated vapor-phase granular carbon prior to discharge to the atmosphere.
- ◆ Per the November 26, 2013 letter submitted to PADEP (Notification of Suspension of Remedial Actions) The remediation system was temporarily shutdown on December 31, 2013. Per the notification, the system will remain off for at least one quarter while the aquifer response is evaluated.

SITE INFORMATION

Well Specifications:	Fourteen 2-inch diameter overburden monitoring wells (MW-1 through MW-14); Eight 2-inch diameter shallow bedrock wells (MW-2B, MW-5B, MW-9B, MW-10B, MW-11B, MW-12B, MW-13B, & MW-14B); Two 6-inch diameter deep wells (MW-7B, & MW-8B)
Geology:	Soils consist of greenish gray and orange clay and micaceous silt underlain by Precambrian age, medium grained felsic gneiss. Depth to bedrock reported during drilling ranged from 20-feet (MW-14B) to 48-feet (MW-8B). Bedrock is gradationally overlain by a thick mantle of saprolite identified in most borings.
Groundwater Elevation:	Overburden – 83.49 feet (MW-12) to 75.71 feet (MW-14) Shallow Bedrock (excluding pumping well MW-7B) – 83.53 feet (MW-12B) to 75.62 feet (MW-14B)
Hydraulic Gradient:	Shallow - 0.013 feet per foot to the northeast Deep - 0.014 feet per foot to the northeast
Hydraulic Conductivity:	4.75 feet per day (shallow); 1.75 feet per day (deep)
Groundwater Sampling Frequency:	Quarterly
Analytical Method:	Benzene, Toluene, Ethylbenzene, Total Xylenes (BTEX), Methyl tertiary-butyl ether (MTBE), Isopropylbenzene, Naphthalene via Environmental Protection Agency (EPA) Method 8260B.
Soil Quality:	Soil quality data from October 2006 dispenser sampling indicated Benzene above SHS at sample <i>Disp/Line 2</i> . Soil quality data from well installation in January 2007, indicated MTBE above SHS at MW-3 (11-12 feet).
Separate-Phase Hydrocarbons:	Separate-phase hydrocarbons (SPH) have never been detected in the site monitoring wells.

RISK ASSESSMENT

Potentially Sensitive Receptors: There are 34 known wells identified by the Environmental Data Resources, Inc. radius report (utilizing the Federal and Pennsylvania well databases) within a 0.5-mile radius. The East Branch of Ridley Creek lies approximately 900 feet northeast of the site.

Closest Known Well: One Federal Public Supply well was identified within a one-half mile radius to the east of the site.

Municipal Water Supply: Aqua Pennsylvania, Inc.

SITE ACTIVITIES THIS REPORTING PERIOD

- ◆ Liquid-level data was collected from thirteen shallow monitoring wells (MW- 1 through MW-14) and nine deep monitoring wells (MW-2B, MW-5B, and MW-8B through MW-14B) on January 27, 2014.
- ◆ Additionally, on January 27, 2014 groundwater quality samples were collected from MW-1, MW-3, MW-4, MW-7, MW-7B, MW-11, MW-11B, MW-12, MW-12B, MW-14, and MW-14B (per reduced scope).
- ◆ Maps depicting groundwater elevation and analytical data for the shallow (overburden) and deep (shallow bedrock) monitoring wells are included as Figures 1 and 2, respectively. Historical groundwater elevation and analytical data are summarized in Table 1. A copy of the laboratory results is included in Appendix A. Graphs showing the concentration history of MTBE at select monitoring wells are presented in Appendix B.
- ◆ During this period the system was not operating. Dissolved Phase Hydrocarbon Recovery Data and System Analytical Summary can be found in Table 2 and 3 respectively. These Tables were not updated during this period.

REMEDIATION SYSTEM INFORMATION

- ◆ Type of System: Vacuum Enhanced Groundwater Extraction (VEGE)
- ◆ Permanent Operation Dates:
 - Groundwater June 28, 2010 to present
 - SVE : September 27, 2012 to December 23, 2012; March 19, 2013 to present
- ◆ Extraction Points: MW-1, MW-2, and MW-7B.
- ◆ Extraction Points Utilized: MW-7B.
- ◆ Recovery Equipment: Grundfos ES-7 Electric Submersible Pump & Gast R4 SVE blower
- ◆ Liquid-Phase Treatment Equipment: GeoTech Lo-Profile Air Stripper, (2) 200 lb. liquid granular activated carbon (LGAC) vessels
- ◆ Vapor-Phase Treatment Equipment: vapor-phase granular activated carbon
- ◆ Groundwater Discharge Location: Storm Sewer
- ◆ Approximate gallons pumped and treated this Reporting Period: 372,596

- ◆ Average Groundwater Recovery Rate this Reporting Period: 2.78 GPM
- ◆ Total Groundwater Recovered through March 31, 2014: 3,077,592 gallons
 - Totalizer replaced 12/5/12 at 1,714,261 gallons
- ◆ Total Dissolved-Phase MTBE Recovered through March 31, 2014: 127.17 pounds

FUTURE SITE ACTIVITIES

- ◆ Quarterly groundwater monitoring and sampling will continue using the August 28, 2012 revised sampling plan. The next sampling event is scheduled for April 2014.
- ◆ Evaluate groundwater data and restarting the remediation system.
- ◆ Submit monthly Discharge Monitoring Reports (DMR) in accordance with the NPDES Permit.

ATTACHMENTS

Figure 1	Groundwater Analytical and Gradient Map - Overburden (Shallow) Wells January 27, 2014
Figure 2	Groundwater Analytical and Gradient Map - Shallow Bedrock (Deep) Wells January 27, 2014
Table 1	Groundwater Elevation Data and Analytical Summary
Table 2	Dissolved Phase Hydrocarbon Recovery Data
Table 3	System Analytical Summary
Appendix A	Groundwater Sampling Laboratory Analytical Reports
Appendix B	Groundwater Concentration Graphs

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

CHESTER COUNTY

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

May 15, 2014

Dr. Sam & Mrs. Talucci
1237 Victoria Lane
West Chester, PA 19380

Re: Sunoco Pipeline L.P.
PA Public Utility Commission

Dear Dr. & Mrs. Talucci:

Thank you for your letter of May 12, 2014 to the East Goshen Township Board of Supervisors. The Board has engaged Margaret Morris, an attorney with the law firm of Reger, Rizzo & Darnell, who is very experienced on public utility law to represent the Board in this matter. After discussing the issue with Ms. Morris, at their meeting on April 16, 2014 the Board authorized her to file a petition with the PA Public Utility Commission to intervene in the Sunoco Pipeline proceedings. This petition was filed on April 21, 2014.

As you noted Sunoco Pipeline has recently filed an amended petition with the Public Utility Commission. Ms. Morris is currently reviewing the amended petition and we are awaiting her guidance on how best to proceed.

East Goshen will be posting updates on this matter on our web page www.eastgoshen.org. I would encourage you to visit our web page and sign up for Constant Contact. This will allow you to receive an e-mail notification when new information is posted.

Please give me a call at 610-692-7171 or e-mail me at rsmith@eastgoshen.org if you have any questions or need additional information.

Sincerely,



Louis F. Smith Jr.
Township Manager

Cc: Board of Supervisors

Dr. Sam Talucci & Mary Talucci
1237 Victoria Lane
West Chester, PA19380

May 12.2014

E. Martin Shane, Chairman
Board of Supervisors
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Dear Mr. Shane:

The purpose of this letter is to express my complete opposition to the efforts by Sunoco Logistics' to establish a pumping station and flare stack on Boot Road along with the uncertainty of the planned Pennsylvania Pipeline. I believe that Sunoco's planned activities will have serious and negative repercussions to the community and its residents, as well as present an immediate danger to individuals, the environment, property, and the many individuals who live and work in this township. As a Supervisor for East Goshen Township, it is your responsibility to make decisions and to take positions that are in the best interests of the community. Sunoco Logistics did not elect you; the voters in East Goshen Township did.

Sunoco Logistics has continued to rewrite its intent at the proposed Boot Road Pumping Station in an effort to win approvals from West Goshen Township, the Pennsylvania Public Utility Commission, and the community. Its recent announcement that it has changed legal representation and Sunoco's sudden change in strategy to bypass the West Goshen Township's Zoning Board and focus on trying to influence the PUC with its claims that it is a legitimate public utility corporation are alarming for everyone. They are also trying to bypass the requirements in this township for eminent domain by seeking utility corporation status. Sunoco Logistics' performance at the April 22 meeting at East High School, with half-truths and vague responses to well-informed and thoughtful audience questions has only reinforced my belief that there is more that the company plans to do than it is admitting. While I realize that Sunoco Logistics has withdrawn its application to the West Goshen Zoning Board, that does not mean that you can stand by and not express your full opposition to the company's proposed project. You must speak up. You cannot remain passive. A united community that includes all of the township supervisors will send a powerful message.

The residents of East Goshen Township care deeply about our community and do not want the safety, health, quality of life, environment, and housing values compromised. If Sunoco is allowed to move forward with this project, all of those issues will be seriously impacted and will threaten East Goshen residents along the pipeline route, particularly those who live closest to the proposed facility.

We know that you care about our community. It is why you stood for election. Please, help us in our fight to continue to keep East Goshen Township a place where we may live safely, parents do not need to fear allowing their children to play outside, allow our property values to grow, and our community continue to be a "Best Place to Live."

Sincerely,



Signature of homeowner

