AGENDA EAST GOSHEN TOWNSHIP BOARD OF SUPERVISORS

Tuesday, November 18, 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. Comp Plan Update None
 - b. Dog Bite incident on Brookmont Drive Kevin Pierce, Chester County Assistant District Attorney will be in attendance to update residents on the process.
- 7. Public Hearings None
- 8. Police/EMS Report Chief Brenda Bernot

Malvern Fire Co. – October 2014 Fire Operations Report

Fire Marshal - None

Goshen Fire Co. - None

- 9. Financial Report October 2014 Financial Report
- 10. Old Business
 - a. Consider Friends of Hershey's Mill Dam
 - b. Consider PECO Goshen Substation Landscaping
- 11. New Business
 - a. Consider Public Utility Facilities and Buildings Zoning Amendment
 - b. Consider Document Management System
 - c. Consider recommendation for Website redesign & social media strategy
 - d. Consider request for Christmas Tree Sales at 1301 West Chester Pike
 - e. Consider Paoli Pike Bicycle and Pedestrian Trail Planning Grant Agreement
 - f. Consider recommendation for Collette Travel trips
 - g. Consider recommendation for revised landscaping at Goshen Meadows
- 12. Any Other Matter
- 13. Approval of Minutes
 - a. October 21, 2014
 - b. October 28, 2014
- 14. Treasurer's Report
 - a. November 13, 2014
- 15. Correspondence, Reports of Interest
 - a. Acknowledge Insurance Services Office Public Protection Classification
 - b. Acknowledge denial for 2014 Automated Red Light Enforcement Funding.
 - c. Acknowledge John Jamgochian's resignation from Park Commission
 - d. Acknowledge Texas Eastern Transmission's scheduled work in Township
 - e. Acknowledge Sunoco's Third Quarter 2014 Remediation Report
 - f. Acknowledge Pennoni's Fee Schedule for 2015

- g. Acknowledge residents letter regarding grant funding for trail studies
- h. Acknowledge Malvern Library's appreciation for East Goshen's support of library.
- i. Acknowledge Susan Carty's resignation from the Planning Commission effective at year end.

16. Dates of Importance

Nov 27, 2014	Thanksgiving	
	Office Closed	
Nov 28, 2014	Office Closed	
Dec 02, 2014	Board of Supervisors	7:00 PM
Dec 03, 2014	Planning Commission	7:00 PM
Dec 04, 2014	Park Commission	7:00 PM
Dec 08, 2014	Municipal Authority	7:00 PM
Dec 10, 2014	Conservancy Board	7:00 PM
Dec 11, 2014	Historical Commission	7:00 PM

Winter Newsletter to be mailed to residents approximately December 19, 2014

- 17. Public Comment Hearing of Residents
- 18. 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.



Malvern Fire Company

424 East King Street P.O. Box 435 Malvern, PA 19355 Main 610-647-0693 Fax 610-647-0249 www.malvernfireco.com

Monthly Fire Operations Report - October 2014

Calls for Mo	nth: 16		Year Total: 280	
Call Type	Malvern	Willistown	East Goshen	Other
Automatic Fire Alarm	3	3	0	1
CO Alarm	0	0	0	1
EMS Assist	0	0	1	0
Fire Police Assist	0	0	0	1
Forcible Entry	1	0	0	0
Investigation - Inside	1	0	0	0
MVA	0	2	0	0
Structure Fire	0	0	0	1
Vehicle	0	1	0	0
MONTH TOTAL	5	6	1	4
YEAR TOTAL	78	146	8	48

Mutual Aid	Given	Received	Month Total	Year Total
Berwyn Fire Co.	0	0	0	12
East Whiteland Fire Co.	4	0	4	40
Goodwill Fire Co.	0	0	0	1
Goshen Fire Co.	0	0	0	9
Lionville Fire Company	. 0	0	0	1
Newtown Sq. Fire Co.	0	0	0	8
Paoli Fire Co.	0	0	0	6
Radnor Fire Co.	0	0	0	1
West Whiteland Fire Co.	0	0	0	2

Total Value of Property & Contents	Total Month Loss	Total Year Loss	Total Saved
\$27,511,300	\$2,000	\$171,600	\$27,339,700

Number of Personnel Attending Calls	Year Total	Hours in Service	Year Total
102	2,279	38.73	457.36

Number of Training Sessions	Year Total	Hours in Service	Year Total
4	44	122	809.25

Number of Special Assignments	Year Total	Hours in Service	Year Total
18	61	143.5	1,604

Total Hours in Service (Month)	Total Hours in Service (Year)
304.23	2,870.61

Memo

To: Board of Supervisors

From: Jon Altshul

Re: October 2014 Financial Report

Date: November 10, 2014

As of October 31, the general fund had year-to-date revenues of \$8,094,406 compared to expenses of \$7,830,376 for a positive variance of \$264,030, excluding pass through accounts. Compared to the YTD budget, revenues were \$168,491 over-budget, while expenses were \$30,905 over-budget for a positive budget variance of \$137,586. The general fund balance was \$6,516,624.

Net of core revenues, only Parks and Recreation is over-budget (+\$7,986), while the remaining departments are under-budget.

Among non-core revenues, Earned Income Tax is underperforming relative to the budget (-\$150,091), while the remaining taxes are all over-budget.

Other funds

Other funds continue to be in a strong position through October.

- The **State Liquid Fuels Fund** had \$398,012 in revenue and no expenses.
- The **Sinking Fund** had \$54,810 in revenues and \$740,241 in expenses. The fund balance is \$5,909,898.
- The **Transportation Fund** had \$25,533 in revenues and \$11,639 in expenses. The fund balance is \$1,067,052.
- The **Sewer Operating Fund** had \$2,695,322 in revenues and \$2,589,971 in expenses. The fund balance is \$691,863.
- The **Refuse Fund** had \$835,280 in revenues and \$817,021 in expenses. The fund balance is \$801,906.
- The **Sewer Sinking Fund** had \$2,143 in revenues and \$32,756 in expenses. The fund balance is \$1,789,879.
- The **Operating Reserve Fund** had \$740 in revenues and no expense. The fund balance is \$500,748.
- The Events Fund had \$6 in revenues and no expenses. The fund balance is \$15,006.

Year-end Projection

As of October 31st, the general fund is on track to end the year with a surplus of \$87,226. Because the budgeted revenues exceed expenses by \$86,939, this deficit corresponds with the Township being \$287 under-budget for the year. Note that the 2014 year-end projection does not reflect the additional \$2 million transfer to the operating reserve fund planned for December.

This is a very slight increase since last month. Three line-items in particular have been adjusted:

Earned Income Tax is now on track to end the year \$100,000 under-budget (about -2%)

- 2) Public Works has now completed the 2014 paving season approximately \$130,000 under-budget with all invoices accounted for.
- 3) Permits is finishing the year strongly and the year-end projection can safely be increased to \$285,000, a \$35,000 improvement since last month.

Among individual departments:

- Public Works is projected to be \$55,615 over-budget due to the severe winter
- Emergency Services is projected to be \$39,718 under-budget due to the 2013 police credit
- Administration is expected to be \$17,554 over-budget due to a handful of unbudgeted expenses.
- Parks and Recreation is expected to be \$10,938 over-budget due to lower than anticipated fund raising for community events.
- Zoning and Code Enforcement is projected to be \$81,449 under-budget.

I have not made any changes to year-end projections to other funds since last month.

Update on 2015 Budget

At the December 2nd meeting, I will have updated the 2015 proposed budget for adoption. Since the budget was first presented at the October 14th special meeting, there have been a handful of changes, none of which would require readvertising under the 2nd Class Township Code. Specifically:

- WEGO budget 1.5 results in expense decreases of roughly \$64,000; additional changes likely.
- Health insurance premium increases of 11.7% result in a slight increase compared to the 10/14/15 budget, which anticipated 11.0% premium increases
- Final reassessments increase real estate tax forecast by \$5,000
- -\$60,000 revision to EIT forecast
- ARLE grant revenue eliminated

EAST GOSHEN TOWNSHIP OCTOBER 2014 FINANCIAL RESULTS October 31, 2014

	Annual	Y-T-D	Y-T-D	Budget-Actual
Account Title	Budget	Budget	Actual	Variance
GENERAL FUND				
EMERGENCY SERVICES EXPENSES	4,080,238	3,591,240	3,544,802	(46,438)
PUBLIC WORKS EXPENSES	2,350,469	1,763,123	1,753,259	(9,864)
ADMINISTRATION EXPENSES	1,590,156	1,258,228	1,398,294	140,066
ZONING/PERMITS/CODES EXPENSES	448,790	374,403	332,359	(42,044)
PARK AND RECREATION EXPENSES	577,466	470,527	459,713	(10,814)
TOTAL CORE FUNCTION EXPENSES	9,047,119	7,457,521	7,488,427	30,906
EMERGENCY SERVICES REVENUES	87,904	75,523	65,607	(9,916)
PUBLIC WORKS REVENUES	830,930	320,557	338,270	17,713
ADMINISTRATION REVENUES	321,404	286,106	477,491	191,385
ZONING/PERMITS/CODES REVENUES	286,900	260,599	330,373	69,774
PARK AND RECREATION REVENUES	135,964	126,455	107,655	(18,800)
TOTAL CORE FUNCTION REVENUES	1,663,102	1,069,240	1,319,397	250,157
NET EMERGENCY SERVICES EXPENSES	3,992,334	3,515,717	3,479,196	(36,521)
NET PUBLIC WORKS EXPENSES	1,519,539	1,442,566	1,414,989	(27,577)
NET ADMINISTRATION EXPENSES	1,268,752	972,122	920,803	(51,319)
NET ZONING/PERMITS/CODES EXPENSES	161,890	113,804	1,986	(111,818)
NET PARK AND RECREATION EXPENSES	441,502	344,072	352,058	7,986
CORE FUNCTION NET SUBTOTAL	7,384,017	6,388,281	6,169,030	(219,251)
DEBT - PRINCIPAL	456,000	182,000	182,000	0
DEBT - INTEREST	189,721	159,949	159,949	0
TOTAL DEBT	645,721	341,949	341,949	0
TOTAL CORE FUNCTION NET	8,029, 7 38	6,730,230	6,510,979	(219,251)
NON-CORE FUNCTION REVENUE				
EARNED INCOME TAX	4,840,552	3,865,000	3,714,909	(150,091)
REAL ESTATE PROPERTY TAX	1,981,993	1,960,251	1,986,344	26,093
REAL ESTATE TRANSFER TAX	515,000	429,167	452,057	22,890
CABLE TV FRANCHISE TAX	430,000	322,500	338,483	15,983
LOCAL SERVICES TAX	310,000	247,523	254,223	6,700
OTHER INCOME	39,132	32,233	28,993	(3,240)
TOTAL NON CORE FUNCTION REVENUE	8,116,677	6,856,674	6,775,009	(81,665)
NET RESULT	86,939	126,444	264,030	137,586
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SUMMARY OF FUNDS REPORT (AKA "JOE REPORT")
ALL FUNDS OCTOBER 2014
* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

	GENERAL FUND*	LIQUID FUELS STATE FUND	SINKING FUND	TRANSPORT. FUND	REFUSE FUND	SEWER OP. FUND	SEWER SINK FUND	OPERATING RESERVE	EVENTS	TOWNSHIP	MUNICIPAL AUTHORITY
1/1/14 BEGINNING BALANCE	\$6,354,203	\$152	6,595,329	1,053,158	783,647	\$586,512	\$1,820,492	\$500,008	\$15,000	\$17,708,501	\$1,598,270
EP											
•	\$6,789,902	\$0	\$0	\$0	\$0	\$0	0\$	\$0	\$0	\$6,789,902	\$0
	\$47,376	\$0	\$0	0\$	\$0	80	\$0	\$0	\$0	\$47,376	\$0
	\$30,392	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,392	0\$
	\$113,935	\$437	\$54,810	\$2,154	\$1,043	\$713	\$2,143	\$740	\$6	\$175,982	\$1,330
	\$90,365	\$397,575	\$0	\$0	\$0	\$0	\$0	\$0	0\$	\$487,939	\$0
	\$809,461	\$0	\$0	\$0	\$834,236	\$2,510,219	0\$	0\$	\$0	\$4,153,917	\$102,016
	\$1,028,831	\$0	\$0	\$23,379	\$0	\$184,390	0\$	\$0	\$0	\$1,236,600	\$564
390 OTHER FINANCING SOURCES	\$290,962	\$0	\$0	0\$	\$0	0\$	0\$	0\$	\$0	\$290,962	\$21,000
	\$9,201,224	\$398,012	\$54,810	\$25,533	\$835,280	\$2,695,322	\$2,143	\$740	\$6	\$13,213,070	\$124,911
EXPENDITURES											
	\$1,098,046	0\$	\$519,694	\$0	\$0	\$0	\$32,756	\$0	\$0	\$1,650,496	\$0
	\$4,846,717	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,846,717	\$0
	\$6,000	\$0	\$0	\$0			\$0	\$0	0 €	\$6,000	\$0
	\$92,533	\$0	\$0	\$0	\$817,021	\$1,757,829	\$0	80	\$0	\$2,667,383	\$117,378
	\$1,500,453	\$0	\$199,312	\$11,639	\$0	\$0	\$0	\$0	\$0	\$1,711,404	\$0
	\$424,072	0\$	\$21,235	\$0	\$0	\$0	\$0	\$0	\$0	\$445,307	\$0
	\$4,645	0\$	0\$	\$0	\$0	0\$	\$0	\$0	\$0	\$4,645	80
	\$364,176	0\$	\$0	\$0	\$0	\$811,142	\$0	\$0	\$0	\$1,175,319	\$0
_	\$693,572	\$0	\$0	0\$	\$0	0\$	0\$	\$0	\$0	\$693,572	\$0
490 OTHER FINANCING USES	\$4,396	0\$	0\$	0\$	\$0	\$21,000	0\$	\$0	\$0	\$25,396	0\$
	\$9,034,609	\$0	\$740,241	\$11,639	\$817,021	\$2,589,971	\$32,756	0\$	\$0	\$13,226,238	\$117,378
2014 SURPLUS/(DEFICIT)*	166,615	\$398,012	(\$685,431)	\$13,894	\$18,259	\$105,351	(\$30,613)	\$740	\$	(\$13,168)	\$7,533
CLEARING ACCOUNT ADJUSTMENTS	(\$4,194)										
10/31/14 BALANCE	\$6,516,624	\$398,164	\$5,909,898	\$1,067,052	\$801,906	\$691,863	\$1,789,879	\$500,748	\$15,006	\$17,691,139	\$1,605,803

EAST GOSHEN TOWNSHIP 2014 GENERAL FUND YEAR-END PROJECTION As of 10/31/14

NET RESULT	86,939	87,226	287
TOTAL NON CORE FUNCTION REVENUE	8,116,677	8,079,905	(36,772)
OTHER INCOME	39,132	38,057	(1,075)
LOCAL SERVICES TAX	310,000	324,803	14,803
CABLE TV FRANCHISE TAX	430,000	448,000	18,000
REAL ESTATE TRANSFER TAX	515,000	525,000	10,000
REAL ESTATE PROPERTY TAX	1,981,993	2,003,493	21,500
EARNED INCOME TAX	4,840,552	4,740,552	(100,000)
NON-CORE FUNCTION REVENUE	1202102		1202 2000
TOTAL CORE FUNCTION NET	8,029,738	7,992,679	(37,059)
TOTAL DEBT	645,721	645,721	0
DEBT - INTEREST	189,721	189,721	0
DEBT - PRINCIPAL	456,000	456,000	0
CORE FUNCTION NET SUBTOTAL	7,384,017	7,346,958	(37,059)
NET PARK AND RECREATION EXPENSES	441,502	452,440	10,938
NET ZONING/PERMITS/CODES EXPENSES	161,890	80,441	(81,449)
NET ADMINISTRATION EXPENSES	1,268,752	1,286,306	17,554
NET PUBLIC WORKS EXPENSES	1,519,539	1,575,154	55,615
NET EMERGENCY SERVICES EXPENSES	3,992,334	3,952,616	(39,718)
TOTAL CORE FUNCTION REVENUES	1,663,102	1,912,488	249,386
PARK AND RECREATION REVENUES	135,964	108,706	(27,258)
ZONING/PERMITS/CODES REVENUES	286,900	346,531	59,631
ADMINISTRATION REVENUES	321,404	509,239	187,835
PUBLIC WORKS REVENUES	830,930	869,855	38,925
EMERGENCY SERVICES REVENUES	87,904	78,156	(9,748)
TOTAL CORE FUNCTION EXPENSES	9,047,119	9,259,445	212,326
PARK AND RECREATION EXPENSES	577,466	561,146	(16,320)
ZONING/PERMITS/CODES EXPENSES	448,790	426,973	(21,817)
ADMINISTRATION EXPENSES	1,590,156	1,795,545	205,389
EMERGENCY SERVICES EXPENSES PUBLIC WORKS EXPENSES	4,080,238 2,350,469	4,030,773 2,445,009	(49,466) 94,540
GENERAL FUND			
Account Title	Budget	Projection	Variance
	2014 Adopted	2014 Year-End	Budget-Actual

610-692-7171 www.eastgoshen.org

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

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

October 28, 2014

Dear Resident:

The purpose of this letter is to advise you that the Board of Supervisors will be making a decision about the Hershey Mill Dam at their meeting on November 18, 2014.

By way of background, in 2007 the Pennsylvania Department of Environmental Protection (PA DEP) advised us that the Hershey Mill Dam did not meet dam safety requirements. Specifically, since the dam could not safely pass the design storm, during a major rain event the dam would be overtopped and the dam could fail.

The Township explored the various options available as well as confirming that the dam was classified correctly, the PA DEP had the authority to regulate the dam and there were only two options. The first was to modify the dam so it would safely pass the design storm. A number of alternatives were examined by the Township. The second option was to breach the dam.

In 2009 the Township applied for and was awarded a grant from U.S. Natural Resources Conservation Service (NRCS) for a stream restoration project that would breach the dam at no cost to the Township. On August 18, 2009 representatives of the Friends of the Hershey Mill Dam (Friends) and a large number of township residents attended the Board's meeting. The residents presented a petition with 425 signatures from individuals who wanted the Board to save the dam and urged the Supervisors to reject the NRCS project. The residents advised the Board that they would work with the Township to find and fund a solution that retained the dam. The Board acceded to the residents and declined the NRCS grant.

In 2012 after consultation with the Friends, the Township contracted with EB Walsh Associates to prepare plans for the construction of a secondary spillway at the dam. This spillway would allow the dam to safely pass the design storm and bring the dam into compliance. The plans where submitted to PA DEP and in July of this year a permit was issued. Since the project involves wetlands, a federal permit was also issued and that permit requires the Township to begin construction prior to June 2016.

Under state law, contracts for this type of project must be publicly bid. In order to ensure that we meet the time limit of the federal permit, the Township needs to start the bidding process in January 2016.

The Friends previously advised the Board that they need a "good" number about how much money they needed to raise before they begin soliciting funds for the dam. They also suggested that dredging the pond needed to be part of the project, since most of their supporters would like to see the pond returned to its original condition. EB Walsh has advised us that if the pond was dredged the dredged material could be used to create a small parking area along Hershey Mill Road.

The Friends would need to raise \$410,000 to construct the secondary spillway and an additional \$57,000 if they want to dredge the pond.

At their October meeting, the Board had some discussions with representatives from the Friends about their plans for fundraising. In light of the time limit in the federal permit the Township would need to have the required funds in hand by December 31, 2015, in order to start the bidding process in January 2016.

At the meeting on November 18, 2014 @ 7 pm, representatives from the Friends of the Hershey Mill Dam will be present to discuss their fundraising effort.

Information on the Hershey Mill Dam is available in the "Overview" tab on our web page (www.eastgoshen.org).

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

Sincerely,

Louis F. Smith, Jr.

Township Manager

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Memo

East Goshen Township

Date: November 14, 2014
To: Board of Supervisors

From: Rick Smith, Township Manager

Re: PECO Goshen Substation Landscaping

Background - On August 31, 1989 the PA PUC approved PECO's application to construct the Goshen Substation with two conditions.

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

PECO subsequently constructed the substation and planted the required landscaping and at some subsequent time PECO removed some of the landscaping at the substation.

In January of 2014 Ed Davidson, who has a rental property across the street, wrote a letter and subsequently attended a Board meeting to voice a concern about the lack of landscaping at the PECO Substation.

A series of correspondence ensued with PECO.

February 14, 2014 – Township letter to PECO May 1, 2014 – PECO response June 6, 2014 - Township letter to PECO July 15, 2014 - Township letter to PECO

At the meeting on August 5, 2014 Marty offered to contact Greg Cary, prior to the Board taking action on a motion to file a complaint with the PA PUC. Marty spoke to Greg who agreed to attend the meeting on August 19.

On August 6th I received an e-mail from Greg PECO advising that FERC is in the process of adopting a requirement that would require the North American Electric Reliability Corporation (NERC) of which PECO is a member to develop standards for the operation of the Bulk-Power System and upon approval of such standards develop and implement plans to protect against physical attacks of Bulk-Power System facilities.

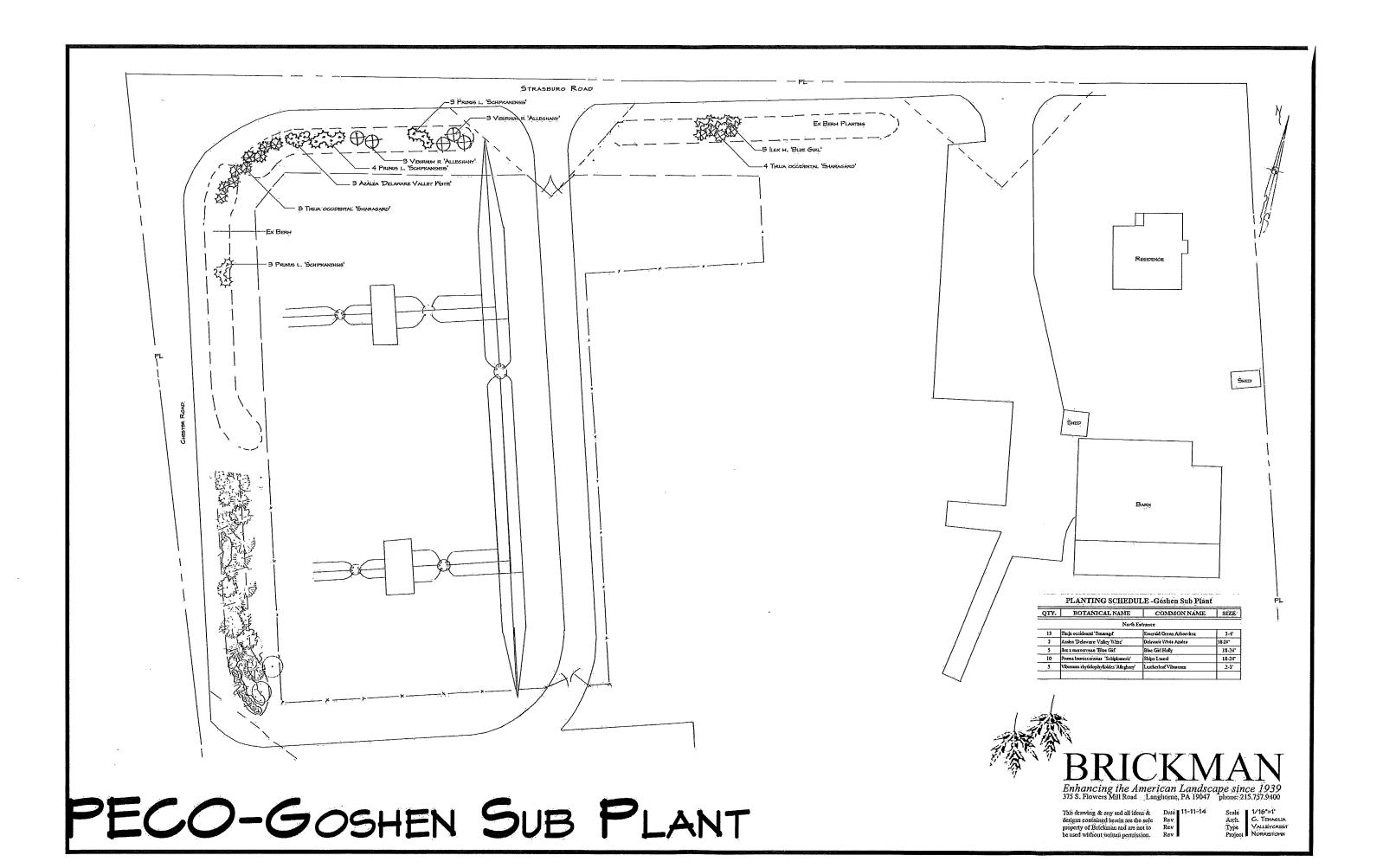
On August 17 Greg advised me he had a family emergency and at the August 19 meeting the Board tabled the matter to the September 2 meeting. Both Greg and Mr. Davidson attended the September 2 meeting, the matter was discussed and the Board agreed to give Greg time to meet with Mr. Davidson and develop a solution.

On October 15, Mr. Davidson advised me that the meeting had not occurred and he provided me a copy of the letter he has sent to PECO. I followed up with Greg and there was a mix-up in the e-mails. Mr. Davidson, Greg and some other folks from PECO and I are meeting at the site on Monday and I will have a verbal report Tuesday night.

On October 20 we met at the site and PECO agreed to provide the Township with a landscaping plan that filled in the gaps that where created when the understory plantings were removed. We received the plan on November 13.

I would suggest asking PECO to install the plants ASAP.

F:\Data\Shared Data\Property Management\53-4\53-4-149 (1606 E Strasburg--PECO)\Memo to BoS 111414.docx



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: November 10, 2014
To: Board of Supervisors

From: Rick Smith, Township Manager
Re: Public Utility Facilities and Buildings

I have reviewed the public utility provisions in the Zoning Ordinance and after consultation with the Township Solicitor we would suggest some revisions as noted below. I would recommend that we have the Solicitor prepare an ordinance amendment and send it to the County Planning Commission and Township Planning Commission for review.

EXISTING REGULATIONS FOR PUBLIC UTILITIES

§ 240-6 Definitions

ELECTRIC SUBSTATION

An assemblage of equipment for transforming electric power rather than for its generation or utilization.

ESSENTIAL UTILITIES

Includes sewerage, water, gas and electric lines and related appurtenances used to serve development within the Township, but not including cross-country transmission lines or other utilities not required to serve the Township.

PUBLIC UTILITY BUILDING

A building owned and operated by any utility authorized to operate a public utility facility as that term is defined in this §240-6 and constituting a part thereof.

PUBLIC UTILITY FACILITY

A facility owned and operated by an electric company, water company, sewage disposal company, telephone company, cable television company, gas company, pipe line company or similar legal entity owning or operating equipment or facilities for transmitting, distributing or conveying natural gas, electricity or

steam for the production of light, heat or power through and outside the Township to or for the public for compensation; pumping, distributing or furnishing water to or for the public for compensation; transporting passengers or property as a common carrier; transporting or conveying natural gas, crude oil, gasoline or petroleum products, materials for refrigeration, oxygen or nitrogen or other fluid substance, by underground pipeline or conduit, for the public for compensation; conveying or transmitting messages or communications by telephone or telegraph for the public for compensation, except as herein otherwise excluded; and sewage collection, treatment or disposal for the public for compensation; provided, however, that such facility shall not include a sewage treatment plant, power generation plant for the production of natural gas, electricity, steam or any similar facilities, buildings or structures designed and intended to produce or generate any such products or services, or administrative offices of such entity. whether publicly or privately owned. The term also does not include any facility of a person, corporation or other legal entity not otherwise a public utility, who or which furnishes service only to himself or itself; any facility of a person, corporation or other legal entity who or which furnishes mobile domestic cellular radio telecommunications service; any cooperative association which furnishes service only to its stockholders or members on a nonprofit basis; any producer of natural gas not engaged in distributing such gas directly to the public for compensation; any building or facility owner/operators who hold ownership over and manage the internal distribution system serving such building or facility and who supply electric power and other related electric power services to occupants of the building or facility. Provided, however, that in any instance where the use regulations of a particular zoning district do not permit a public utility building, the provisions of 53 P.S. § 10619 of the Pennsylvania Municipalities Planning Code shall apply. Provided, further, that "essential utilities," as defined in this section, shall be permitted in all zoning districts.

Use Regulations

§240-8.D(2)(b)- permits a public utility facility by conditional use in the R-1 District

§240-8.D(2)(c)- permits a public utility building by conditional use in the R-1 District

§240-9.C(9)- permits a public utility facility by conditional use in the R-2 District

§240-10.C(6)- permits a public utility facility by conditional use in the R-3 District

§240-11.C(5)- permits a public utility facility by conditional use in the R-4 District §240-12.C(3)- permits a public utility facility by conditional use in the R-5 District §240-14.C(5)- permits a public utility facility by conditional use in the C-1 District §240-15.C(4)- permits a public utility facility by conditional use in the C-2 District §240-16.C(13)- permits a public utility facility by conditional use in the C-4 District §240-17.C(2)- permits a public utility facility by conditional use in the C-5 District §240-19.C(9)- permits a public utility facility by conditional use in the I-1 District §240-20.D(23)- permits a public utility facility by conditional use in the I-2 District §240-21.C(12)- permits a public utility installation by conditional use in the BP District (that term is not defined.)

Conditional use standards for a Public Utility facility

§240-31.C(aa)- An electric substation or similar energy transmission facility shall have an approved landscape plan to ensure the facility is visually compatible with the general area where it is located. A landscape plan in accordance with Chapter **205**, Subdivision and Land Development, shall be submitted.

SUGGESTED EDITS

 Amend Definition of public utility to refer to definition in Public Utility Code:

PUBLIC UTILITY- a public utility as that term is defined in the Public Utility Code, 66 Pa.CSA §101 et seq., as may be amended from time to time.

 Add a definition for public utility corporation as it is defined in the Business Corporation Law:

PUBLIC UTILITY CORPORATION- any domestic or foreign corporation for profit that is subject to regulation as a public utility either by the PUC or by an officer or agency of the United States.

 Amend definition for public utility facility to include any facility which isn't a building which is operated by a public utility or a public utility corporation.

PUBLIC UTILITY FACILITY- A facility, other than a building, owned and operated by a public utility or public utility corporation as defined in this Ordinance.

• Amend definition of public utility building to be a building constructed by a public utility or a public utility corporation.

PUBLIC UTILITY BUILDING- a building constructed by a public utility or a public utility corporation.

- Retain use regulations to allow essential utilities in all districts by right
- Retain use regulations to allow public utility facilities by conditional use in all districts but add additional standards an applicant must meet
- Amend use provisions for R-1 District to delete public utility building by conditional use (§240-8.D(2)(c)- shall be deleted).
- Amend use provisions for I-1 and I-2 to allow a public utility building by conditional use
 - §240-19.C(9) shall be amended to allow public utility facility and public utility building.
 - §240-20.D(23) shall be amended to allow public utility facility and public utility building.
- Amend use regulations for BP District to delete public utility installation and add public utility facility.
 - Delete §240-21.C(12)(permits a public utility <u>installation</u> by conditional use in the BP District)
 - §240-21.C(12) shall be amended to allow public utility facility and public utility building.
- Amend the conditional use standards for a public utility facility and public utility building to include specific performance standards to prevent nuisance impacts

§240-31.C(aa) - Public Utility Facility and/or Public Utility Building

- (1) No obnoxious, toxic or corrosive fumes or gases shall be emitted as a result of the use.
- (2) No use shall emit offensive odors which are perceptible at lot lines.
- (3) No use shall discharge into the air dust or other particulate matter in a manner or quantity which does not conform to all applicable federal and state laws and implementing regulations.
- (4) No use shall emit smoke from operations.
- (5) No use shall produce any heat perceptible at or beyond the lot boundaries.
- (6) No use shall utilize lighting in a manner which does not conform with the lighting standards in this Chapter.
- (7) No use shall permit physical vibrations perceptible at or beyond the lot boundaries.
- (8) No use shall emit potentially harmful radiation.
- (9) No use shall engage in the production or storage of any material designed for use as an explosive.
- (10) No use shall engage in the storage of waste materials on the lot for any period beyond 5 days. Such waste material storage shall be located behind the front building line of the primary building and no closer than 50 feet to any rear or side lot line and shall be completely screened from the view of any street or adjoining property.
- (11) No use shall discharge any objectionable and/or potentially dangerous effluent from plant operations.
- (12) No industrial lagoons for chemicals or other liquid waste shall be permitted.
- (13) The portion of any such use not located within a building shall be enclosed or adequately screened in such a manner as to not be visible across property lines.

- (14) All uses shall be conducted in compliance with applicable governmental regulations, including the noise and lighting regulations in this Chapter.
- (15) No retail activity shall be permitted.
- (16) The owner of the Public Utility Facility and Public Utility Building shall provide the Township with an emergency liaison that may be reached 24 hours a day, 7 days a week in the event of an emergency.
- (17) The owner of the Public Utility Facility and Public Utility Building shall prepare and file with the Township an emergency response plan which shall be followed in the event of an emergency at the facility.
- (18) A Public Utility Facility and/or Public Utility Building shall be fully screened in accordance with the criteria set forth in §240-27.C(3).

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Memo

To: Board of Supervisors

From: Jon Altshul

Re: Document Management System

Date: November 7, 2014

As you know, the Township uses DocStar as its electronic document management system. All invoices, permits and contractor registration information are scanned into the system (hard copies are also kept). Currently, we have approximately 71,000 files, representing about 325,000 individual pages stored on our DocStar server.

While the Township has used DocStar for many years and is satisfied with the underlying software, concern has been raised about the regional DocStar vendor. Accordingly, WEGO recently switched from using DocStar to Square9, another document management system, with success.

Below find the cost of maintaining our service contract with DocStar, versus transitioning to two competitor systems. Note that these prices are for one-year contracts and therefore are below the state bid limits. However, in the long-term, it would be financially prudent to switch to another vendor.

Product	Docstar	Square9	LaserFiche
Vendor	Imagenet	Rothwell	ELA
Vendor Location	Malvern	West Chester	Lititz
Annual Maintenance Fee	2,473	870	2,000
Installation & Migration	. •••	16,850	15,500
Year 1 Cost	2,473	17,720	17,500
Year 5 Cost	13,108	21,461	26,100
Year 10 Cost	28,071	26,725	38,200

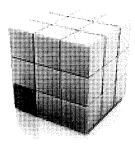
Rothwell provided staff a demonstration of Square9 last month, and we noted a handful of improvements that Square9 would provide for, including the ability to scan documents to the main scanner in the copy machine (currently, we can only scan on a dedicated DocStar scanner) and improved cataloging and retrieval of scanned documents.

\$17,000 is included in the proposed 2015 budget for the transition to a new system.

Our existing service contract expires on December 31. Rothwell would be able to install Square9, migrate existing files and train staff on or before January 1 if we begin the process now.

I recommend that the Township contract with Rothwell Document Solutions for \$17,720 for the installation of Square9, the migration of data from the existing, related training expenses and a one-year service contract.

SmartSearch Document Management Proposal



Prepared for

East Goshen Township 1580 Paoli Pike West Chester, PA 19380



Prepared by

Rothwell Document Solutions 590 Hannum Avenue West Chester, PA 19380

August 11, 2014





1. Statement of Work Authorization

The Parties hereby agree to all of the above terms and have executed this Agreement by a duly authorized officer or officer representative.

EAST GOSHEN TOWNSHIP

ROTHWELL DOCUMENT SOLUTIONS

Signature:

Signature:

Printed Name:

Printed Name: Kevin Rothwell

Title:

Title: VP, Sales & Solutions

Date:

Date:

2. Solution

The solution comprises the following components:

Software:

- Customer will receive a SmartSearch 3 concurrent user system including
 - o Storage & Searchable Retrieval of any and all documents
 - o Content Search with Text PDF Creator for Text Searchable PDF's (Keyword Search)
 - o GlobalSearch web-based remote access to all information contained within SmartSearch
 - o Image XChange for integration with Line of Business Applications
 - Key Free Indexing OCR assisted data entry
 - Integration with Windows Active Directory for automatic logins no separate address book
 - o Archive based permission control
 - Document-level security
 - o Audit trail
 - o Revision Control
 - o TWAIN Scanner Capture for use with desktop scanner
 - o Integration with multifunctional copier(s) and large format scanner
 - Automated Capture Workflow
 - o Bar code recognition
 - o Blank page and bar code separation
 - o Image enhancement
 - o Content search and text PDF creator

Services:

- Installation, system design, configuration, and training of the aforementioned products.
- Conversion of all documents and index data from DocStar and importing into SmartSearch





3. Engagement Tasks

3.1 Basic Document Management Repository

- Installation of SmartSearch system on server. Note, SmartSearch comes pre-packaged with Microsoft SQL 2012 Express, or the customer can use any existing SQL Server database
- Implementation of SmartSearch into one (1) department or business process (i.e. Zoning, Human Resources, Accounting)
- Setup database design to include: inboxes, archives, permissions, searches, capture workflow scripts, etc.
- Setup SmartSearch security and permissions as necessary (admin group vs. individual users)
- SmartSearch integration with Active Directory
- Roll-out of SmartSearch client interface
- Setup as many capture workflow scripts as necessary to provide image processing for incoming documents
 - Monitor network directory for incoming scans from network copier using Capture Workflow
 - o Virtual print from PDF into SmartSearch
 - o Save files directly into SmartSearch
 - o Setup separation of scanned documents based on blank page or barcode sheets

3.2 Support Services

- 1 year of SmartSearch support included with purchase (renewable annually).
- 5 years of SmartSearch support included with 5-year lease.
 - O Telephone support 8:00am 5:00pm EST Monday through Friday
 - Remote GoToMeeting/Webex support as necessary
 - All new product upgrades

3.3 Training of administrative staff

- Provide basic admin training
 - Setup of new archives
 - Modify existing archives
 - Add, modify and delete fields
 - Field data types
 - Drop-down pick lists
 - Security and feature access permissions
 - Creating searches
 - Image processing
 - Create bar code templates
 - Batch page separation

3.4 Training of end-user staff

- Provide basic end-user training
 - How to capture
 - SmartCapture
 - o Drag and drop
 - o Import
 - Search and Retrieve from SmartSeach client





- How to index
 - Using data XChange
 - o Key Free Indexing
 - o How to edit
 - o Inserting pages
 - o Annotations
 - o Changing metadata
- How to output
 - Export docs
 - Export data to Excel
 - o Print
 - Print selection
 - o Email

4. Pricing

Module Name	Unit Price	Units	Purchase Price	60 Month Lease*
Software Modules				
SmartSearch - 3 Concurrent User License	\$ 2,300.00	1	\$ 2,300.00	\$ 51.06
Content Search with Text PDF Creator	\$ 1,100.00	1	\$ 1,100.00	\$ 24.42
SmartSearch Image XChange – 3 User Licenses	\$ 250.00	3	\$ 750.00	\$ 16.65
Support & Maintenance				
SmartSearch Annual Maintenance (Purchase)	\$ 870.00	1	.\$ 870.00	
SmartSearch Annual Maintenance (Lease)	\$ 870.00	5		\$ 96.57
Professional Services	-			
SmartSearch Installation, Configuration & Training	\$ 1,600.00	2 Days	\$ 3,200.00	\$ 71.04
Data Conversion Services (from DocStar)	\$ 6,500.00	1 Day	\$6,500.00	\$ 1 4 4.30
Remote Access Services (import into SmartSearch)	\$ 1,250.00	2 Days	\$ 2,500.00	\$ 55.50
Travel Expenses	\$ 250.00	2 Days	\$ 500.00	\$ 11.10
v				
TOTAL INVESTMENT			\$ 17,720.00	\$ 470.64

^{*} Lease pricing is based on a \$1.00 Buyout Lease. At the end of the lease term, East Goshen Township will own the Square 9 SmartSearch for \$1.00.

^{*} Scope of Work is valid for 30 days.





5. Change Control

As with any complex technical project, changes are common. Should there be any changes outside the reasonable scope of this project; a formal change order process will be instantiated.

We will make best efforts to ensure project scope is defined in advance and agreed to by the customer. In some cases there are "gray" areas within a project that have not been included in the original Statement of Work (SOW), but are components of the scoped tasks. In these cases we will work to a fair, win-win outcome for all parties.

Prior to any physical changes to the project, the project manager, consultant and customer will discuss:

- Description of change
- Why or why not the scope change is considered out of scope
- Effort to make the change
- Discussion as to whether the change is chargeable

The change in scope will be clearly documented within the revised SOW.

6. Responsibilities and Expectations

6.1 East Goshen Township Responsibilities

- Customer will provide a project staff member to assist with the project.
- Customer will provide a place for the onsite consultant to work.
- Customer will provide access to systems required for implementation.
- Customer will complete user acceptance testing within a reasonable amount of time.
- Customer must back-up any and all server or workstations that may be affected by the engagement, prior to the start of work.
- Customer is responsible to have a supported, working Windows operating system installed and working on a supported server and/or workstation.
- Customer will provide access to required hardware, software and network systems.
- Customer will provide access to buildings, server and training rooms from 8:30am to 5:00pm, or during off-hours upon request.
- Customer is responsible for providing the proper network infrastructure to support the proposed systems, which ensures no system conflicts, proper security levels and performance.

6.2 Rothwell Document Solutions & Square 9 Softworks Responsibilities

- We will ensure the security of all proprietary and confidential information.
- We will respect the customer's time and resources.
- We will notify the customer of any issues or changes in scope.

Memo

To: Board of Supervisors From: Website Committee

Re: Recommendations for website redesign & social media strategy

Date: November 12, 2014

Background: The East Goshen Township Website Committee (the Committee) was formed in May 2014 to provide the Board of Supervisors with recommendations about a potential website redesign. The committee was also tasked with making recommendations about the Township's social media strategy in general. The committee has been meeting two times per month since its creation and is happy to provide its findings and recommendations to the Board of Supervisors.

Website Redesign Findings

The Committee spent its first two or three meeting analyzing the Township's existing website (www.eastgoshen.org), as well as those of other Southeastern Pennsylvania municipalities. While the Committee generally praised the current website for containing a lot of useful information and for being relatively well-organized, the Committee had the following criticisms and proposed solutions:

Criticism	Proposed Solution		
Website looks outdated	Modernize the "look and feel"		
Poor responsiveness; the website has trouble	 Make new design 100% responsive to 		
adapting to different browsers and devices ¹	different browsers and devices		
 Many validation errors, which cause poor 	Use newer Content Management System		
performance. The underlying code is out-of-date ²			
 The solid background and font are not visually 	Use more elegant font and diverse color		
appealing ³	schemes		
 Too much text, not enough pictures 	Implement picture sliders and banner picture		
 Header takes up too much of the page and is 	Use smaller banner with a picture		
unattractive	background .		
Overreliance on PDFs	Have more text in html		
Duplicate information found on multiple pages	Eliminate redundant pages		
Search engine does not work	Implement Google search functionality		
 Calendar is unattractive and often outdated 	Spruce up calendar		
No site map, which makes site harder to search	Develop site map		
(e.g. with Google) and harder navigate with older			
browsers.			

¹ For perspective, 29% of the visits to our site are from Apple mobile devices and 7% are from Android devices, compared to 56% from PCs running Windows. In addition, Safari is the most popular browser used to access our site (34%), followed by Internet Explorer (24%), Chrome (20%) and Firefox (19%).

² The homepage fails the validation test for XHTML (79 errors on the homepage alone) which is set forth by the World Wide Web Consortium.

³ The site was designed for a screen resolution of 1024 pixels. Since most monitors are set at much higher resolutions, the Township gets a wide green border on either side of the website and wastes screen space that could be used to display more information

In reviewing other municipal websites, the Committee noted that many recently redesigned websites were elegant and well-organized, with logical headers, attractive rotating pictures, a helpful calendar and a generally uncluttered feel. Many of the sites were also very responsive to different browsers and devices, which is increasingly critical. These were the characteristics that the Committee hoped to emulate in East Goshen's redesign.

Redesign Recommendations

Instead of contracting out for a website redesign at an expense of \$10,000-\$30,000, plus annual hosting and maintenance costs, the Committee recommends that the website be redesigned by the Committee. To that end, the Committee has completed a proposed redesign of the homepage, sitemap and selected subpages, which will be presented to the Board on November 18th.

The proposed redesign has been done using a newer version of WordPress, which is the Content Management System that the Township currently uses, meaning that staff will need minimal retraining to maintain the site. We also have an assurance from the current provider that the existing agreement for hosting and site maintenance (\$75/hour) can remain in place post-redesign.

The test environment can be accessed at http://w3globalsolutions.com/EGT/. Jon can provide you with a username and password, if prompted. Other than the homepage, please also click on the Board of Supervisors Minutes and Agendas pages to see what the subpages look like. In addition, the Parks & Rec and About Us subpages, which are also updated, have picture sliders, similar to the homepage.

If the Board is in agreement with the Committee's recommendation, Brian, with assistance from the Committee, can finish migrating content from the old site to the new site. This process can be completed in 5 or 6 weeks, meaning that a new website can go "live" in late January.

Details of Redesign

Without delving into all the specific features of the redesign, the Committee would like to highlight a few items.

- The site will feature "responsive mobile design", meaning that the site will adjust based on the type of device (phone, tablet or PC) that is used to access the site.
- The navigation bar includes six tabs: "About Us", "Services", "Boards" "Trash & Recycling", "Park & Rec" & "Contact Us"
 - Of these, the "Services" tab, which contains links about every activity that the Township is engaged in, is the most comprehensive.
 - o "Parks & Rec" and "Trash & Recycling" are by far the two most popular topics on our existing website; hence each receiving its own tab. For perspective, of the 151,972 page views that the website received between January 1 and mid-August, 29% were on the home page, roughly 22% were on Parks-related pages and 14% were on trash and recycling-related pages. By contrast, the 4th most popular topic was Codes and Permits, which accounted for only about 2% of total page views.⁴

⁴ All page view statistics are from Google Analytics.

- The "Featured" section is intended to highlight major events or news of importance (e.g. Community Day, Sunoco Pipeline Hearing, Snow Emergency in Effect, etc). More routine news will be in the "Latest News" section.
- The "Events" and "Meetings" calendar links with a master calendar that can be scheduled years in advance.
- A shorter list of "Side Links" replaces the existing "Quick Links". For perspective, except for
 "Trash & Recycling," "Forms & Applications", "Newsletter" and "Calendar", none of the existing
 "Quick Links" generates more than 1% of the current site's total page views. The Side Links
 include links to Constant Contact and East Goshen Alert, a robust list of F.A.Q.s developed by
 Township staff, the Business Directory, Forms and Applications, the Newsletter and Earned
 Income Tax information.
- The Township's Facebook feed appears on the homepage.
- Social media icons for Facebook, Twitter and YouTube appear at the bottom on the home page.
- With the exception of the banner and navigation bar, subpages will not include the same features that appear on the homepage. Instead, subpages will have a list of the other links from the corresponding navigation bar tab. So, for example, if you go to the Municipal Authority subpage (which is in the "Boards" tab), you will see links for all the other ABC groups on the left hand side. The only exceptions to this rule are that the Parks & Rec and About Us pages will have a picture slider.
- As part of this redesign, the committee also intends to modify the Business Directory from cumbersome series of Powerpoint slides, into a more user-friendly searchable database.

Mobile Apps

The Committee does not recommend that the Township invest in an app, like Chesco Connect (a mobile version of the Chester County website) or West Chester Connect (a "work order" app for residents to report problems to Borough staff). The only benefit of having an app like Chesco Connect is that a resident can access the site by pressing an icon on a phone or tablet rather than searching for "East Goshen". As previously noted, the redesigned website has a "responsive mobile design," meaning the website will adjust its format based on the type of device that is accessing it. Similarly, the existing method of reporting problems to the Township (either by calling the Township or 911 or emailing egtadmin@eastgoshen.org) is seamless and does not require Township staff to constantly log into a website to retrieve work orders, as an app would. Thus, the benefit of having either type of app, in our opinion, does not justify a cost in excess of \$5,000 per app.

Social Media

The Committee was also asked to make recommendations regarding the Township's use of social media for public outreach. As Jon has explained to us, the Township has traditionally used Facebook for Parks and Recreation announcements, but has recently starting using Facebook to announce other Township developments on a limited basis. We also understand that Jason Lang has a created a YouTube channel to showcase recreation programs and, further, that he recently started a Twitter account for the Farmers Market to catalogue the produce, foods, vendors and customers at the market. Finally, we

understand that the Township had discussed, but has not yet created a Flickr account to house miscellaneous pictures of the Township and its residents.

We strongly agree that the Township should use **Facebook** to publicize general Township news and developments and applaud the Township for experimenting with these types of posts. The Township's Facebook page has 681 followers, an increase of over 100 followers since April. As has been previously reported to you, Facebook has by far the largest footprint of any social media platform in the world and unlike other social media platforms, appeals to a generationally-diverse audience.

We also strongly encourage the Township to use **Twitter** for general Township announcements. While we understand that Township staff previously recommended against creating an official Twitter account in part due to the fact that Twitter users tend to skew much younger than Facebook users, we believe that Twitter is such a popular platform that it would be a mistake to ignore it all together.

In addition, we agree that the Township should have a **Flickr** account, but that the account should not be linked to the Township's website, in the event that someone posts an inappropriate photograph. This account would allow residents to share their pictures of the Township with us and would greatly increase the number of images that we currently have for inclusion on our site.

WIGGINS AUTO TAGS, INC.

1301 West Chester Pike • West Chester. PA 19382 • Phone (610) 692-5641 • Fax (610) 692-5724

EAST Goshen tup

NOV 10 2014 11-7-14

I WOULD LIKE PERMISSION to Sell ChrisTMAS TREES AT 1301 West Chester Pile From 11-25 to 12-25-14

Memorandum

East Goshen Township 1580 Paoli Pike West Chester, PA 19380

Voice: 610-692-7171 Fax: 610-692-8950

E-mail: mgordon@eastgoshen.org

Date: 11/13/2014

To: Board of Supervisors

Cc: Rick Smith, Township Manager

From: Mark Gordon, Township Zoning Officer

Re: Paoli Pike Bicycle and Pedestrian Trail Planning Grant

Commitment Letter and Grant Agreement

Dear Board Members,

As you know the DCED Grant for the Paoli Pike Trail Study was approved and we have received the Commitment Letter and Grant Agreement Documents from the PA DCED.

<u>Draft Motion:</u> Mr. Chairman, I move that we authorize the Board Chairman and Board Secretary to Authorize the Commitment letter and Grant Agreement Document for the Greenway Trails and Recreation Program Grant for the Paoli Pike Bicycle and Pedestrian Trail Planning Grant and return them to the Commonwealth Financing Authority.



October 29, 2014

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

Dear Grantee:

Enclosed is one copy of your Greenways, Trails and Recreation Program commitment letter and grant agreement in the amount of \$52,500. The assigned grant number for this project is C000059552 and should be used in all future correspondence regarding the status of your grant or payments.

Please have two (2) officials or authorized representatives of your organization sign the grant agreement with original signatures, titles and dates entered. The commitment letter, attached to the grant agreement as Appendix A & B, must also be signed with original signatures as noted. Return the SIGNED GRANT AGREEMENT IN ITS ENTIRETY as soon as possible to:

Matthew Karnell, Director Department of Community and Economic Development Center for Business Financing – CFA Programs Division Commonwealth Keystone Building 400 North Street, 4th Floor Harrisburg, PA 17120-0225

When executed, a complete copy of the fully signed grant agreement will be returned to you for your files. It should be pointed out that this grant agreement is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and authenticated by all required signatures. Any costs incurred by the Grantee prior thereto may be deemed incurred at the Grantee's risk.



Please note that the funds provided under this grant agreement are State funds. You should be aware that the Authority does not accept "Single Audits" for State funded grant agreements. If you have any questions regarding the audit requirements under this grant agreement, you may contact the CFA Programs Division at 717-787-6245.

Under Article IV, Bonding, Insurance and Tax Liability Requirements, the Department waives the fidelity bonding requirement set forth in Article IV of the Contract.

Please be advised, that the activities, eligibility requirements, and other information contained in your Commitment Letter (Appendix A & B) and in your application are legally binding.

Please review your entire grant agreement carefully for compliance requirements. If you have a question as to the applicability of a particular provision, please contact the Center for Business Financing, CFA Programs Division at (717) 787-6245.

Sincerely,

Matthew Karnell, Director CFA Programs Division

Enclosures

Contract No: C000059552

COMMONWEALTH OF PENNSYLVANIA COMMONWEALTH FINANCING AUTHORITY

GREENWAYS, TRAILS, AND RECREATION PROGRAM GRANT AGREEMENT

This Contract, entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor" or "Authority"), and

EAST GOSHEN TOWNSHIP 1580 Paoli Pike West Chester, PA 19380

(the "Grantee").

BACKGROUND:

Section 2315(a.1)(1)(iv) of the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315), referred to by the Authority as Act 13, authorizes the Commonwealth Financing Authority to award grants to eligible applicants for planning, acquisition, development, rehabilitation and repair of greenways, recreational trails, open space, parks and beautification projects.

The General Assembly of the Commonwealth has appropriated funds to the Commonwealth Financing Authority to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

ARTICLE I AMOUNT OF THE CONTRACT

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of FIFTY TWO THOUSAND, FIVE HUNDRED DOLLARS (\$52,500.00) AND NO CENTS----- or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

ARTICLE II EFFECTIVE DATES

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on <u>JUNE 30, 2017</u>, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Grant is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

- (a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between <u>OCTOBER 21, 2014</u> and <u>JUNE 30, 2017</u> (the "Grant Activity Period") as follows:
 - (1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Grantor may adjust payment to the Grantee accordingly.

(2) Initial payments to the Grantee to perform the activities under this Grant and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Grant shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
- (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant set forth in the Article entitled Amendments and Modifications.
- (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.
- (c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.
- (d) Conditions for Repayment of Grant Funds:
 - (1) Misuse or Failure to Use Funds.
 - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.
 - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant for purposes of and in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
 - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of

any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

(2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

ARTICLE IV BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS

(a) Fidelity Bonding:

Unless otherwise authorized by the Grantor, the Grantee shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers and/or handle or control funds, checks, securities or property. If a check signing machine is used which is not operated under the direct supervision of the authorized signer or counter-signer, the machine operator shall be bonded in the same amount as the check-signer. The amount of the bond required shall be adequate to insure the security of all funds received under this Grant as determined by the Grantor and such bond must be maintained until the Grant is closed out by the Grantor.

(b) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Grant; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury

and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(c) Other Liability Requirements:

The Grantee shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant.

ARTICLE V COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

All activities authorized by this Grant shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate

against or intimidate any of its employees on account of gender, race, creed, or color.

- (3) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (4) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- (5) The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the Grantor and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the Grantor.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (7) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Grantor may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.
- (c) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity

under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Grantee may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- (1) The Grantee must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Grantee, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- (2) The Grantee must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Grantee shall have an obligation to inform the Grantor if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (4) The failure of the Grantee to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.
- (5) The Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth, which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- (6) The Grantee may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at

http://www.dgsweb.state.pa.us/DebarmentList_portlet/contacting the:

or

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

(d) Compliance with the Offset Provision for Commonwealth Grants:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

(e) Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Grant or from activities provided for under this Grant. As a condition of accepting and executing this Grant, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of the Grantee's failure to comply with the provisions of the above paragraph.

(f) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Grant they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(g) Contractor Integrity Provisions:

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

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

- (1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- (2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
- (4) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- (5) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- (6) Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- (7) Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- (8) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or

material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

- (9) Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - (A) Approved in writing by the Commonwealth prior to its disclosure; or
 - (B) Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - (C) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - (D) Necessary for purposes of Contractor's internal assessment and review; or
 - (E) Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - (F) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - (G) Otherwise required by law.
- (10) Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has

been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

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

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

- (C) Violation of federal or state antitrust statutes.
- (D) Violation of any federal or state law regulating campaign contributions.
- (E) Violation of any federal or state environmental law.
- (F) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- (G) Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the Workers' Compensation Act, 77 P.S. 1 et seq.
- (H) Violation of any federal or state law prohibiting discrimination in employment.
- (I) Debarment by any agency or department of the federal government or by any other state.
- (J) Any other crime involving moral turpitude or business honesty or integrity.

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

- (11) If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by Section 1641 of the Pennsylvania Election Code) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - (A) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - (B) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

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

- (12) Contractor shall comply with requirements of the *Lobbying Disclosure Act*, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- (13) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- (14) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or

requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

- (15) Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- (16) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- (17) For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - (A) "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - (B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been

disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

- (C) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- (D) "Financial interest" means:
 - (I) Ownership of more than a five percent interest in any business; or
 - (II) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (E) "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the <u>Governor's Code of Conduct, Executive Order 1980-18</u>, the *4 Pa. Code* §7.153(b), shall apply.
- (F) "Immediate family" means a spouse and any unemancipated child.
- (G) "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (H) "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.
- (h) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the

labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (a) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (b) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (a) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
- (b) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(i) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or

Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

- (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights

- or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

ARTICLE VI ASSIGNMENT, TRANSFER, COLLATERAL USE

This Grant shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

ARTICLE VII INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

ARTICLE VIII INTEREST OF PARTIES AND OTHERS

No officer, member, employee, independent contractor or elected official of the Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Grant.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person

shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

ARTICLE IX SUBCONTRACTS

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Grant. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the audit requirements contained in the Article entitled Grant Audit and Closeout Requirements. The Grantee is responsible for ensuring that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report are required to be returned to the Grantor, through the Grantee.

ARTICLE X BIDDING REQUIREMENTS

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Grant. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

ARTICLE XI RECORDS

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant, and reflecting all matters and activities covered by this Grant.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Grant by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

ARTICLE XII PROGRESS REPORTS

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Grant as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Grant.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such réports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Grant until such time as the required reports are submitted.

ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed [in part] by a grant from the Commonwealth of Pennsylvania, Commonwealth Financing Authority."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be

combined with acknowledgment of other funding sources on project signs or in project publications.

ARTICLE XIV CONTRACT AUDIT AND CLOSEOUT REQUIREMENTS

This Grant is funded entirely with state funds. If the amount of the Grant is less than \$100,000.00 the Grantee is exempt from all audit requirements and should refer to the procedures issued by the Grantor for instructions on closeout of this Grant.

If the amount of the Grant is \$100,000.00 or more, a final audit of the entire Grant (Project Audit) is required by the Grantor within 120 days after the termination of project activities but no later than 120 days after the Grant termination date. This audit is the responsibility of the Grantee. Audits performed under the Single Audit Act of 1984 will not be accepted in lieu of a Project Audit required under this Grant.

The Project Audit must be performed by a certified public accountant. The Grantee is responsible for securing a qualified auditor, however, the Grantor reserves the right of selection or prior approval of the independent auditor to perform the audit. The Project Audit must be a financial audit conducted in accordance with the provisions of the U.S. General Accounting Office's Government Auditing Standards, current revision, and contain all the requirements detailed in the Grantor's "Procedures for Closeout of Grants." Unless otherwise authorized by the Grantor, the audit must include those funds received under this Grant as well as any required private match funds and encompass the entire Grant Activity Period. Other grant periods may also be specified at the discretion of the Grantor and the Grantor reserves the right to designate additional compliance factors for state financial assistance programs.

The Grantor will determine any overpayment or underpayment and any additional auditing deemed necessary and inform the Grantee of the settlement amount.

The Grantee agrees that if the final audit of the Grant as accepted by the Grantor or any duly authorized representative discloses that the full amount of the Grant was not required to complete the project or that funds were improperly used, then the funds unused, improperly used or expended but not required to complete the project, shall be repaid to the Grantor with interest unless otherwise directed in writing by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform additional audits of a financial or performance nature if deemed necessary. Any such additional audit work will rely on work already performed by the Grantee's auditor, and the costs for any additional work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee.

All terms and conditions of this Grant will remain in effect and be binding upon the parties thereto until a final audit is submitted and accepted by the Grantor.

None of the above provisions under this article exempts the Grantee from maintaining records of state financial assistance programs or providing upon request, access to such records to the Grantor or its authorized representatives.

The submission of a Single Audit in accordance with the Single Audit Act and related Circulars does not exempt the Grantee from complying with all Project Audit and any closeout procedures as may be issued by the Grantor, including, but not limited to, the submission of a financial statement of the project after termination of project activities.

For additional information on audit and general closeout requirements, the Grantee should refer to the procedures for closeout of contracts issued by the Grantor.

ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and/or request suspension of all or any part of the Grant activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Grant is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant within a reasonable period of time.

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Grant until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Grant.

ARTICLE XVI TERMINATION OF THE CONTRACT

The Grantor may terminate this Grant at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise

appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof.. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

ARTICLE XVII ENTIRE AGREEMENT

This Grant, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Grant shall be construed in any manner so as to create any rights in third parties not party to this Grant. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

A properly executed Grant amendment is required to change the termination date of this Grant, to change the Grant Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Grant. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Grant.

ARTICLE XIX SEVERABILITY

Should any section or any part of any section of this Grant be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Grant.

ARTICLE XX CONSTRUCTION

This Grant shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Grant are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

ARTICLE XXI NONWAIVER OF REMEDIES

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Grant in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Grant or as having in any way or manner modified or waived the same.

IN WITNESS WHEREOF the parties hereunto	have set their hands a	nd seals on:	
WITNESS:			
EAST GOSHEN TOWNSHIP	For Authority signatures only		
Federal Identification Number 236005479	Commonwealth Financing Authority		
GRANTEE: Please sign & complete at "X's" only ↓			
X By(Seal)	Executive Director	Date	
X Title			
X Date			
X By			
X Title		1	
X Date		S .	
For Commonwealth signatures only			
Approved as to Legality and Form			
Authority Counsel Date			
Office of Attorney General Date		•	



October 29, 2014

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

Re: Greenways, Trails, and Recreation Program (GTRP)
Grant \$52,500
Paoli Pike Trail Project

Dear Mr. Smith:

I am pleased to inform East Goshen Township (the "Applicant") that the Commonwealth Financing Authority (the "CFA"), at its meeting held October 21, 2014, approved your application (the "Application") for a grant in an amount up to FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500) (the "Grant"). The Application has been approved based upon and in accordance with the terms and the representations made therein and in no event will the grant amount exceed 85% of the total project cost.

The grant will be used by the Applicant for a feasibility study and master plan for the Paoli Pike Trail corridor (the "Project") located in East Goshen Township, Chester County, Pennsylvania. The following conditions shall apply to the Grant award:

- 1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision enclosed as Exhibit A and a certificate of insurance.
- 2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 705-7256. Please refer to Exhibit B of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.
- 3. The Applicant must provide the CFA with copies of all approved permits, if applicable.

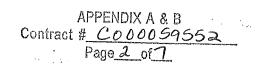
APPENDIX A & B

Contract # <u>CooOS9553</u>

Page /_of_7

- 4. Receipt by the CFA of satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
- 5. Compliance with the program guidelines.
- 6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement.
- 7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
- 8. The Applicant may not make or authorize any substantial change in an approved project without first obtaining the consent of the CFA in writing.
- 9. The Applicant will maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all project work, and other relative data and records. The Applicant must furnish upon request of the CFA all data, reports, contracts, documents, and other information relevant to the Project as may be requested.
- 10. The Project must be completed prior to the expiration of the grant agreement.
- 11. This commitment is contingent upon the availability of funds for the program identified on page one of this commitment letter, which program was established under the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315) and upon the balance of the financing being finalized as outlined in your Application.
- 12. In addition to the requirements set forth in Article XIII of the Grant Agreement, entitled Acknowledgment of Commonwealth Assistance, the Applicant will be required to (a) acknowledge on any publication concerning the Project or any sign erected at the Project site, if applicable, that the funding provided by the CFA was made possible by funds transferred to the CFA from the Marcellus Legacy Fund; and (b) maintain any sign erected at the Project site on a permanent basis.
- 13. The Applicant will be required to submit a copy of any reports prepared with the assistance of Grant funds to the CFA before final payment of the Grant is made.

Exhibit C further describes the procedure to access the Grant funds after all of the necessary conditions are met.



Mr. Smith Page 3

This commitment will expire forty-five (45) days from the date of this letter unless we have received your written acceptance by returning the original commitment letter fully executed. Our receipt of the signed commitment letter will constitute your authorization to incur costs for reimbursement.

If you should have any questions regarding this Grant, please contact the Center for Business Financing, Site Development Division at (717) 787-6245. The signed commitment letter should be returned to Brian D. Eckert, Director, Site Development, Center for Business Financing, 400 North Street, 4th Floor, Commonwealth Keystone Building, Harrisburg, PA 17120.

Sincerely,

Scott D. Dunkelberger Executive Director

The foregoing of	g terms and conditions a 2014.	re hereby agreed to and accepted this day
ATTEST:		EAST GOSHEN TOWNSHIP
ć		
Secretary		By:
(SEAL)		FEDERAL TAX IDENTIFICATION NUMBER

EXHIBIT A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, Grant Applicant (known herein as "Grantee") agrees as follows:

- 1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
- 3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- 4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- 5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
- 6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 7. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

EXHIBIT B

PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at www.dli.state.pa.us/laborlaw by clicking on the link to Prevailing Wage Act.

The Act's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-705-7256) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at www.dli.state.pa.us/laborlaw. From that webpage, click the links to Prevailing Wage or Prevailing Wage Act. You will see a link for "Online Prevailing Wage Application & Rate Search." Follow that link to Prevailing Wage Rates Determination Request Form to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

EXHIBIT C

INSTRUCTIONS FOR RECEIVING GRANT FUNDS

The grant award is contingent upon receipt and execution of documents as stated in this letter. Failure to accomplish this may result in the rescindment of your Grant, as required by applicable law. Listed below are the steps you must follow.

GRANT AGREEMENT

Once the Grant Agreement is mailed out, please sign the Grant Agreement and Commitment Letter and return it as instructed in the grant cover letter. The signature process requires approximately 45 days. One fully executed copy of the grant agreement will be returned to you with a copy of a payment request form for requesting payment.

Payment of Funds

Submit to the CFA all executed construction contracts, invoices, and any other applicable documents related to the Project. All contracts must include the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and any other documents required in the Grant Award Letter.

Where applicable, comply with the Pennsylvania Prevailing Wage Act which requires that the specifications for every contract for public work to which a public body is a party contain a provision that the prevailing wage rate be paid to workmen employed in the performance of the contract.

The Applicant agrees to provide general liability, property damage and workmen's compensation insurance, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds from this Grant. The Applicant agrees to maintain such insurance and to name the CFA as an additional insured on such policies of insurance. Further, the Applicant agrees to notify the CFA of any change or cancellation of such insurance policies.

When you have submitted the required documents to this office, complete the payment request form following the sample provided and return it to this office. The payment request will take from 2-3 weeks to process.

APPENDIX A & B
Contract # C00059552
Page 6 of 7

PAYMENT REQUESTS

The CFA requires the Applicant to provide completed payment request forms and accompanying invoices verifying the costs incurred for the Project. Grant funds will not be disbursed until the CFA receives copies of all required permit approvals.

The Applicant will provide a payment request form requesting **reimbursement** of any eligible costs after the receipt of the fully executed grant agreement. Funds will be disbursed at 85% of actual approved costs incurred.

The Applicant should continue to submit payment requests. Each subsequent payment request must be accompanied by invoices verifying costs incurred. Final invoices must be submitted following the completion of the Project for costs incurred prior to the expiration of the grant agreement. Costs incurred after the expiration date are not eligible for reimbursement.

NOTE: Fees for securing other financing, as well as interest charges on borrowed funds, are not eligible for reimbursement.

FINAL INSTRUCTIONS

All payment requests and invoices must be submitted no later than the 1st day of the second month after the expiration date.

Should you have any questions, do not hesitate to contact:

PA Department of Community and Economic Development Office of Innovation and Investment – Site Development Division Commonwealth Keystone Building 400 North Street, 4th Floor Harrisburg, PA 17120-0225 Telephone: (717) 787-6245 East Goshen Township DCED Greenways, Trails and Recreation Program (GTRP) Grant Application - Paoli Pike Trail Web Application #8054660

Exhibit 1 - Project Description

(a) Project Location

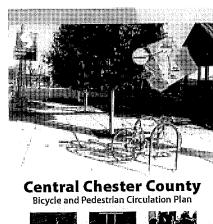
The project area is the Paoli Pike corridor, which is a 2.8-mile Major Arterial road (primarily two-lanes) which traverses East GoshenTownship and has an average daily traffic of 13,800 vehicles (year 2005 data).

(b) Consistency with other local plans

The Paoli Pike Trail is noted in the Central Chester County Bicycle and Pedestrian Circulation Plan as a priority project for implementation. Currently, there are no dedicated bike lanes in the Central Chester County Region. The Paoli Pike Trail would fulfill a significant missing link in multi-municipal bicycle and pedestrian planning in Chester County. This proposed trail corridor could also provide for future multi-municipal links through West Goshen Township, Willistown Township, and West Chester Borough.

This project will support the objectives of the East Goshen Township Comprehensive Plan (2005), specifically:

 Objective 8F: Investigate alternative transportation needs including pedestrian and bike paths, and connect these routes with major centers of activity and recreation;





• Objective 6D: Use trails to provide recreational opportunities and/or link residential communities with East Goshen parks, open space and area merchants.

The project also advances the recommendations of the Township Open Space, Recreation and Environmental Resources Plan (1993), which recommends expansion of trails outside of the East Goshen Township Park properties straddling Paoli Pike, to incorporate trail extensions to adjacent neighborhoods and extensions to the nearby schools.

(c) Economic Development Impact

Population and employment forecasts by DVRPC anticipate an additional 20,000 residents and 15,000 jobs in the Central Chester County Region over the next 25 years. These demographic trends suggest that the demand for alternative transportation options such as walking, biking, and transit will continue to increase in this Region. The anticipated economic impact that this project will have on the community includes job creation for construction, operations and maintenance. Furthermore, in that a greenway and trail system will improve the overall quality of life in the community, increase property values, and increase the likelihood of new businesses locating within the Township.

(d) Historical and proposed use of land used by the project

The project will utilize the public right-of-way of Paoli Pike to establish a safe multi-modal pathway for pedestrians and cyclists. Off-street options will be employed on adjacent properties where feasible access can be provided and will increase the safety and functionality of the trail.

(e) Estimated start and end dates of construction

This grant is desired to fund the first phase of the project, for a Master Plan and Feasibility Study. The overall project schedule is anticipated as follows:

Phase 1 (utilizing grant funds)

January-March 2015: Select consultant to perform trail planning study

April - October 2015: Conduct Trail Study

Future Phases

October 2015 - March 2016: Develop Preliminary Construction Drawings

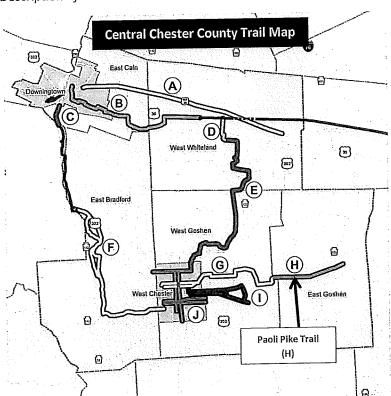
June – December 2016: Develop Final Construction Documents January-April 2017: Permitting Approvals and Secure Funding

May-November 2017: Construction

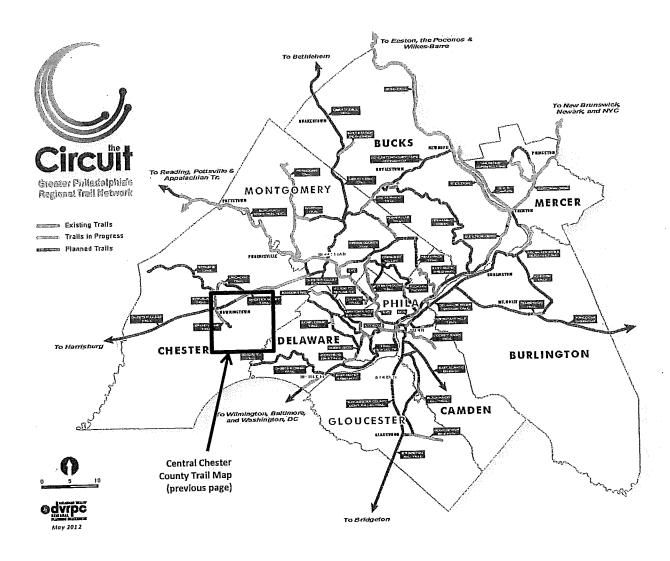
(f) Municipalities

The project is located within East Goshen Township, and will facilitate future regional trail connections within the neighboring municipalities of West Goshen, Willistown, and West Chester.

(g) Description of the trails and recreational facilities in the project area



The Paoli Pike Trail - (H) on attached diagram - is envisioned to connect to a broader network of trails within Central Chester County, and ultimately to the Chester Valley Trail (A) which is one of Southeastern Pennsylvania's regional spines (see Circuit map, next page).



East Goshen Township
DCED Greenways, Trails and Recreation Program (GTRP)
Grant Application - Paoli Pike Trail

Exhibit 2 — A statement as to the estimated cost of the project. The estimate must be prepared by an engineer or other qualified professional and should be accompanied where appropriate by copies of the signed bid/quotations, contactor estimates, sales agreements or other documentation that verify project cost estimates. **

The Phase 1 project budget has been established by the East Goshen Township Engineer (Pennoni Associates), based on the expected project scope of work and experience with other similar projects in the southeast Pennsylvania region. Funds requested for this grant will be for professional consulting services to prepare a Master Plan and Feasibility Study for the Paoli Pike Trail. The scope of work for this study is expected to include the following specific tasks:

1.	Review relevant plans	\$	2,200
2.	Base map	\$	4,000
3.	Field Inventory	\$	6,000
4.	Site Analysis	\$	6,000
5.	Right-of-Way Analysis	\$	4,300
6.	Programming Assessment	\$	3,200
7.	Public Outreach	\$	8,300
8.	Conceptual Design Plan	\$:	25,000
9.	Implementation Plan	\$	5,000
10.	Final Report	\$	6,000
	Total Cost - Feasibility Study/Master Plan:	\$	70,000

<u>Exhibit 3</u> – Funding commitment letters, if available, from all other project funding sources (including equity commitments). Letters should include the term, rate, and collateral conditions and must be signed and dated.

In addition to the grant funds, township funds will also be utilized (see exhibit 6). A commitment letter from the Township Board of Supervisors is attached. No other funding is anticipated.

610-692-7171 www.eastgoshen.org

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

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

July 21, 2014

Pennsylvania Department of Economic Development Office of Innovation and Investment — CFA Programs Division Greenways Trails and Recreation Program Commonwealth Keystone Building 400 North Street, 4th Floor Harrisburg, Pa. 17120-0225

Re: East Goshen Township, Chester County

Greenways, Trails and Recreation Grant Application Funding Commitment

Dear Director Fowler:

This letter shall certify that the East Goshen Township Board of Supervisors approved matching funds of 25% for a Greenways, Trails and Recreation Program grant in the amount of \$70,000 at their meeting on July 15, 2014. Should the application be approved the Board has budgeted funds from the East Goshen Township Capital Reserve Fund to support this project, with the anticipation that reimbursements to the Township from the grant will not exceed of \$52,500 and the Township matching funds will be \$17,500.

Funds for this project will be utilized to study the 2.8 mile segment of Paoli Pike located in East Goshen Township and develop a plan for a Multi-Use Trail that will connect the adjacent resources and provide transportation alternatives for the community.

Thank you for your consideration of this worthwhile project for our community.

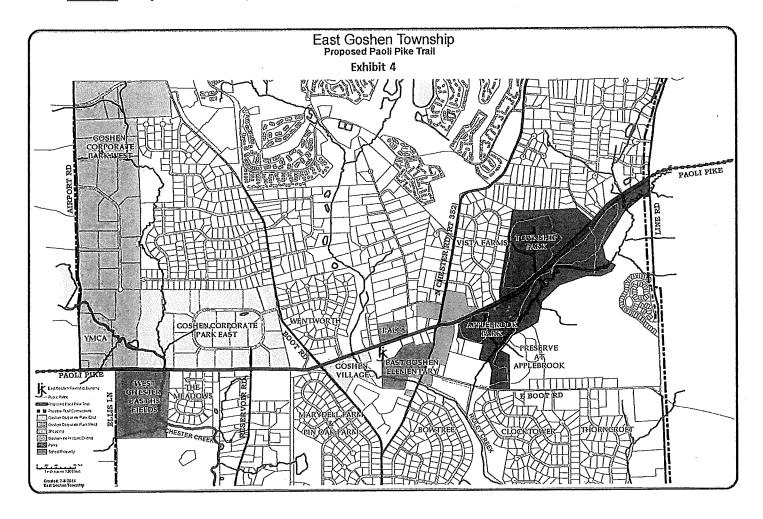
Sincerely,

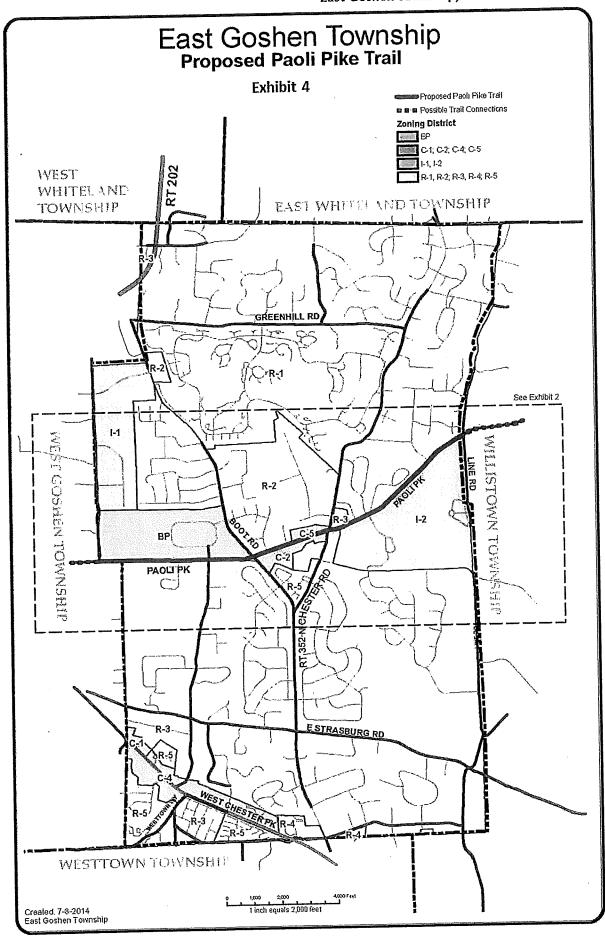
Jon Altshul

Chief Financial Officer

East Goshen Township DCED Greenways, Trails and Recreation Program (GTRP) Grant Application - Paoli Pike Trail

Exhibit 4 - Project Location Map





East Goshen Township DCED Greenways, Trails and Recreation Program (GTRP) Grant Application - Paoli Pike Trail

<u>Exhibit 5</u> — The most recent audited financial statements of the applicant, parent company (if for profit applicant).

Not applicable.

Exhibit 6 – A statement as to the amount of grant funding requested.

Grant Amount Requested:

\$ 52,500 (75%)

Local Match Amount:

\$ 17,500 (25%)

Total Estimated Project Cost:

\$ 70,000 (100%)

Exhibit 7 - List of State, Federal, and local planning and permit approvals required

The grant funds will be utilized for a planning study, which will not require any formal permitting approvals. The planning study will include extensive outreach to stakeholders which will include the local and County planning commissions, DVRPC, and PennDOT.

Future project phases, including final design and construction, will be subject to typical land development and/or right-of-way approvals. As Paoli Pike is a state route, PennDOT approval will be necessary for improvements within the right-of-way.

<u>Exhibit 8</u> – Letter from the appropriate planning agency certifying that the proposed project is in compliance with the comprehensive land use plans.

See attached

Exhibit 9 - Public sector applicants, provide a resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount

See attached

Exhibit 10 - Sales Agreement (for acquisition projects)

Not applicable

Exhibit 11 – For all applicants, provide copies of notifications provided to county and municipal governing bodies advising them of the proposed project.

See attached

Exhibit 12 - For Authorized Organizations who are using grant funds for acquisition, provide copies of written consent from the county and municipality in which the land is situated.

Not applicable



THE COUNTY OF CHESTER

COMMISSIONERS Ryan Costello Kathi Cozzone Terence Farrell

Ronald T. Bailey, AICP Executive Director PLANNING COMMISSION Government Services Center, Suite 270 601 Westtown Road P. O. Box 2747 West Chester, PA 19380-0990 610-344-6285 Fax 610-344-6515



Transmitted Electronically

July 17, 2014

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

Re: Paoli Pike Bicycle and Pedestrian Trail Planning DCED Greenways, Trails and Recreation Program Consistency Letter

Dear Mr. Smith,

The Chester County Planning Commission would like to commend East Goshen Township for its commitment to pedestrian and bicycle safety and applying for funding through the Department of Community and Economic Development's Greenways, Trails and Recreation Program. The proposed project will assist in the implementation of the Central Chester County Bicycle and Pedestrian Circulation Plan (2013). In which, a multi-use trail along Paoli Pike is identified as a priority. The improvements will provide the following benefits: pedestrian safety, enhanced walk-ability, improved traffic flow and linking the industrial and residential portions along Paoli Pike in East Goshen Township.

The project exemplifies the policies of *Landscapes2*, Chester County's Comprehensive Policy Plan which was adopted in 2009. This project will help to implement the following policies included within *Landscapes2*:

- T 2.1 Provide a safe network of bicycle and pedestrian links within and between residential, commercial, educational, public and recreational land uses.
- T 3.3 Provide accessible bicycle and pedestrian connections between public transportation services and surrounding land uses.
- T 4.1 Enhance the safety of the existing roadway network for all users, motorized and non-motorized.
- T 4.3 Efficiently maintain the existing roadway network and supporting infrastructure.
- **ED 3.5** Promote improvements to roadways and bridges, public transit, and non-motorized forms of transportation to increase the accessibility of jobs to workers.

The Chester County Planning Commission is committed to working with the Township throughout the remainder of this project. If you have any questions please contact William Deguffroy at 610-344-6285.

Sincerely,

Randy Waltermyer, AICP Transportation Services Director AREA CODE 610 692-7171

EAST GOSHEN TOWNSHIP PLANNING COMMISSION

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6189

July 9, 2014

Pennsylvania Department of Economic Development
Office of Innovation and Investment – CFA Programs Division
Greenways Trails and Recreation Program
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, Pa. 17120-0225

Re: East Goshen Township, Chester County
Greenways, Trails and Recreation Grant Application

Dear Director Fowler:

This letter shall certify that the proposed Paoli Pike Trail project that East Goshen is proposing as part of the Greenways, Trails and Recreation Program is consistent and in compliance with the East Goshen Comprehensive (2005) Plan and land use goals outlined within the plan. This project is also consistent and in compliance with the Central Chester County Bicycle and Pedestrian Circulation Plan (2013) developed by the Chester County Planning Commission and endorsed by the East Goshen Township Board of Supervisors.

Funds for this project will be utilized to study the 2.8 mile segment of Paoli Pike located in East Goshen Township and develop a plan for a Multi-Use Trail that will connect the adjacent resources and provide transportation alternatives for the community.

Thank you for your consideration of this worthwhile project for our community.

Sincerely,

Chairman

EAST GOSHEN TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2014 -- 120

A RESOLUTION FORMALLY REQUESTING GRANT FUNDING THROUGH THE PENSYLVANIA DEPARTMENT OF ECCONOMIC DEVELOPPMENT'S GREENWAYS, TRAILS AND RECREATION PROGRAM

BE IT RESOLVED, that the Board of Supervisors of the Township of East Goshen of Chester County hereby requests a Greenways, Trails, and Recreation Program (GTRP) grant of \$70,000 from the Commonwealth Financing Authority to be used to plan a safe bicycle and pedestrian route for travel along the 2.8 miles of Paoli Pike which bisects the township and connects abundant resources along the corridor.

BE IT FURTHER RESOLVED, that the applicant does hereby designate Louis F. Smith Jr., Township Manager, as the official to execute all documents and agreements between East Goshen Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Louis F. Smith Jr., duly qualified Secretary of the Township of East Goshen, Chester County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the East Goshen Township Board of Supervisors at a regular meeting held on July 15, 2014 and said resolution has been recorded in the minutes of the East Goshen Township Board of Supervisors and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of East Goshen Township, this /5 day of July, 2014.

East Goshen Township
Name of Applicant

Chester
County

Secretary

610-692-7171 www.eastgoshen.org

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

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

July 10, 2014

Chester County Planning Commission Transportation Planning Attn: Randy Waltermyer 601 Westtown Road, Suite 270 P.O. Box 2747 West Chester, PA 19380-0990

Re:

East Goshen Township, Chester County

Greenways, Trails and Recreation Grant Application

Dear Mr. Waltermyer:

This letter shall serve as notice to Chester County that East Goshen Township is making application for a Pennsylvania Greenways, Trails and Recreation Program Grant to conduct a study and develop plans for a multi-use trail along Paoli Pike. The proposed project is consistent with the goals and objectives of the East Goshen Comprehensive plan as well as those goals and objectives of the Central Chester County Bicycle and Pedestrian Circulation Plan (2013) developed by the Chester County Planning Commission.

Funds for this project will be utilized to study the 2.8 mile segment of Paoli Pike located in East Goshen Township and to develop a plan for a Multi-Use Trail along Paoli Pike that will connect adjacent resources and provide transportation alternatives for the community.

If you have any questions about this project please contact me.

Sincerely

Mark A. Gordon

Township Zoning Officer

610-692-7171 www.eastgoshen.org

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

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

July 10, 2014

West Goshen Township Attn: Casey LaLonde, Township Manager 1025 Paoli Pike West Chester, PA 19380

Re:

East Goshen Township, Chester County

Greenways, Trails and Recreation Grant Application

Dear Mr. LaLonde:

This letter shall serve as notice to West Goshen Township that East Goshen Township is making application for a Pennsylvania Greenways, Trails and Recreation Program Grant to conduct a study and develop plans for a multi-use trail along Paoli Pike. The proposed project is consistent with the goals and objectives of the East Goshen Comprehensive plan as well as those goals and objectives of the Central Chester County Bicycle and Pedestrian Circulation Plan (2013) developed by the Chester County Planning Commission.

Funds for this project will be utilized to study the 2.8 mile segment of Paoli Pike located in East Goshen Township and to develop a plan for a Multi-Use Trail along Paoli Pike that will connect adjacent resources and provide transportation alternatives for the community.

If you have any questions about this project please contact me.

Sincerely

Mark A. Gordon

Township Zoning Officer

610-692-7171 www.eastgoshen.org

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

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

July 10, 2014

Willistown Township Attn: David R. Burman, Township Manager 40 Lloyd Avenue Suite 204/206 Malvern, PA 19355

Re:

East Goshen Township, Chester County

Greenways, Trails and Recreation Grant Application

Dear Mr. Burman:

This letter shall serve as notice to Willistown Township that East Goshen Township is making application for a Pennsylvania Greenways, Trails and Recreation Program Grant to conduct a study and develop plans for a multi-use trail along Paoli Pike. The proposed project is consistent with the goals and objectives of the East Goshen Comprehensive plan as well as those goals and objectives of the Central Chester County Bicycle and Pedestrian Circulation Plan (2013) developed by the Chester County Planning Commission.

Funds for this project will be utilized to study the 2.8 mile segment of Paoli Pike located in East Goshen Township and to develop a plan for a Multi-Use Trail along Paoli Pike that will connect adjacent resources and provide transportation alternatives for the community.

If you have any questions about this project please contact me.

Sincerely,

Mark A. Gordon

Township Zoning Officer

Memo

To: Board of Supervisors

From: Park and Recreation Commission

Re: Collette Travel - Trips
Date: November 10, 2014

At their meeting on November 6th The Park Commission met with representatives from the Collette Travel Company. It was the consensus of the Commission to pursue the possibility of offering a trip in 2015.

Program Overview: Collette Travel has been in business for over 75 years, specifically tailoring group travel for the 55+ community. They have over 2000 itineraries on all seven continents, ranging from 7-21 days with a participant cost averaging \$2000-\$4000. They currently offer trips for Downingtown, Phoenixville, and Middletown Township recreation departments among others locally.

www.gocollette.com

Benefits to East Goshen Township

- 1) Provide exciting recreation opportunity for targeted East Goshen population
- 2) East Goshen collects 10% of gross revenue at conclusion of trip
 - a. Twenty travelers at \$3000 for a trip = \$60,000
 - b. East Goshen would get 10% or \$6,000
 - c. Would cover expenses for Egg Hunt, Harvest Festival & Holiday Celebration
- 3) Minimal East Goshen resource involvement
 - a. Add to newsletter, provide space for one time public information meeting and collect registrations
- 4) Quality organization and top-flight trips
 - a. Trip accommodations are in 4 & 5 star hotels (for example, National Park trip includes staying in park resorts that are hard to get into)
 - b. Trip Guides alleviate worries about traveling to new destinations
- 5) Little risk if no one signs up, no payment to Collette for time
 - a. Collette has 50M insurance policy

Process going forward

- 1) Collette Travel provides contract for EGT approval by Park Commission and the Township Solicitor.
- 2) Collette Travel lists East Goshen as additional insured
- 3) East Goshen chooses destination (8-10 months out from trip date)
 - a. Most popular options are: Pacific Northwest, Canyon Country & National Parks
- 4) East Goshen markets trip in EGT newsletter and through flyers
- 5) Township conducts an informational meeting at which a representative from Collette is present to answer questions.

Memorandum

East Goshen Township 1580 Paoli Pike

West Chester, PA 19380

Voice: 610-692-7171

Fax:

610-692-8950

E-mail: mgordon@eastgoshen.org

Date: 11/14/2014

To:

Board of Supervisors

From: Mark Gordon, Township Zoning Officer

Re:

Goshen Meadows Investors L.P. / Landscape Species Substitutions

Board Members,

The developer of Goshen Meadows has requested some substitutions to the landscaping proposed for the new Apartment Community being built. The Township Engineers' office has commented on the request and is satisfied with the recommended species and the Conservancy Board has also forwarded their support of the request.

Draft Motion:

Mr. Chairman, I move that we approve the landscape species changes and substitutions for the Goshen Meadows Land Development plan as outlined in the Pennoni letter dated October 27, 2014.



November 13, 2014

East Goshen Township Board of supervisors 1580 Paoli Pike West Chester, Pa. 19380

Re:

Goshen Meadows Land Development Application Request to amend landscape plan

Dear Board Members:

At their meeting on November 12, 2014 the Conservancy Board voted in favor of the following motion:

"I move that we recommend that the Board of Supervisors approve the landscape species changes and substitutions for the Goshen Meadows Land Development plan as outlined in the Pennoni letter dated October 27, 2014."

Sincerely,

Mark A. Gordon Zoning Officer



October 27, 2014

EGOS 0102

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

OCT 28 2014

RE: Goshen Meadows, 1325 West Chester Pike

Landscaping - Species Substitution Request

Dear Rick:

We have been coordinating with Goshen Meadows Investors, LP representatives and Township staff regarding several species substitution requests for the referenced project. Additional detail is provided on the attached tables and plan. Generally, the requests are being made to address the owner's concerns regarding survivability and future structural liabilities from snow, wind or ice.

We have reviewed the proposed substitutions and have no objections. However, note that *Picea glauca* (White Spruce) is not on the Township's <u>List of Recommended Species of Trees and Street Trees</u> (Resolution No. 2011-20). It is recommended that *Picea glauca* (White Spruce) be considered for addition to this List because it is hardy to the area, not subject to blight or disease and of the same general character/growth habit as some of the evergreen trees listed.

Note the quantity of the installed landscaping does not change.

Approval of the plant species substitution requests are recommended.

Should you have any further questions or comments, please contact the undersigned.

Sincerely,

PENNONI ASSOCIATES INC.

Nathan M. Cline, PE Township Engineer

Attachment (Plan)

cc: Alan Scott Fagan, Goshen Investors, LP (via email)

Mark Gordon, Director of Code Enforcement/Zoning Officer (via email)

Tom Ward (via email)

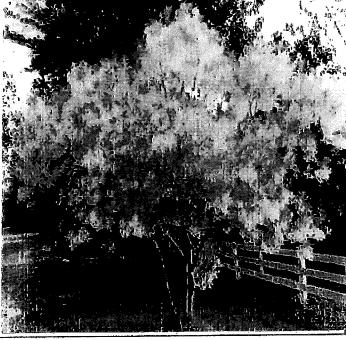
Table 1 – Recommend Substitutions

Specified per Approved Plans			Recommended Substitution(s)			Critical Design Characteristics	
Qty.	Botanical/Common Name	Size	Qty.	Botanical/Common Name	Size		
8	Magnolia virginiana var. 'Australis' (Southern Sweetbay Magnolia)	7-8'	8	Chionanthus virginicus (Fringe Tree)	7-8'	Understory/ornamental tree; spring flowering; size, mature height and spread; Native; plan plant quantities do not exceed 10; on Twp. List	
6	Pseudotsuga menziesii (Douglas fir)	7-8'	6	Picea glauca (White Spruce)	7-8'	Evergreen tree; size, mature height and spread; native; plan plant quantities do not exceed 10	
	Pinus strobus 'fastigiata' Columnar - upright (White Pine)	7-8'	3 2 1 2 2	Picea abies (Norway Spruce) Ilex opaca (American Holly) Juniperus virginiana (Eastern Redcedar) Pinus cembra (Swiss Stone Pine) Pinus flexilis (Limber Pine)	7-8'	Evergreen tree; size, mature height and spread; plan plant quantities do not exceed 10; on Twp. List	

Table 2 - Detailed Plant Information

Specified per Approved Plans	Recommended Substitution
Magnolia virginiana var. 'Australis'	Chionanthus virginicus
(Southern Sweetbay Magnolia)	(Fringe Tree)
Native Range: Eastern United States	Native Range: Eastern United States
Zone: 5 to 10	Zone: 3 to 9
Height: 15.00 to 60.00 feet	Height: 12.00 to 20.00 feet
Spread: 15.00 to 60.00 feet	Spread: 12.00 to 20.00 feet
Bloom Time: May to August	Bloom Time: May to June
Bloom Description: White	Bloom Description: Creamy white
Sun: Full sun to part shade	Sun: Full sun to part shade
Water: Medium to wet	Water: Medium
Maintenance: Low	Maintenance: Low
Suggested Use: Flowering Tree, Rain	Suggested Use: Flowering Tree
Garden	Flower: Showy, Fragrant
Flower: Showy, Fragrant	Leaf: Good Fall
Leaf: Evergreen	Attracts: Birds
Fruit: Showy	Fruit: Showy
Other: Winter Interest	Tolerate: Clay Soil, Air Pollution
Tolerate: Wet Soil, Air Pollution	





Rick Smith, Township Manager

Table 2 - Detailed Plant Information (Continued)

Specified per Approved Plans	Recommended Substitution
Pseudotsuga menziesii	Picea glauca
(Douglas fir)	(White Spruce)
Type: Needled evergreen	Type: Needled evergreen
Family: Pinaceae	Family: Pinaceae
Native Range: Southwestern British Columbia	Native Range: Canada, far northeastern United States
to western central California	Zone: 2 to 6
Zone: 4 to 6	Height: 40.00 to 60.00 feet
Height: 40.00 to 80.00 feet	Spread: 10.00 to 20.00 feet
Spread: 12.00 to 20.00 feet	Bloom Time: Non-flowering
Bloom Time: Non-flowering	Bloom Description: Non-flowering
Bloom Description: Non-flowering	Sun: Full sun
Sun: Full sun	Water: Medium
Water: Medium to wet	Maintenance: Low
Maintenance: High	Leaf: Evergreen
Leaf: Evergreen	Other: Winter Interest
Other: Winter Interest	Tolerate: Deer

Rick Smith, Township Manager

<u>Table 2 – Detailed Plant Information (Continued)</u>

Specified per Approved Plans	Recommended Substitution
Pinus strobus 'Fastigiata'	(3) PA Picea abies, (2) Ilex opaca, (1) Juniperus
Columnar eastern white pine	virginiana, (2) Pinus cembra, (2) Pinus flexilis
Type: Needled evergreen	All plants are already specified elsewhere on the
Family: Pinaceae	approved landscape plans.
Zone: 3 to 8	
Height: 30.00 to 40.00 feet	
Spread: 7.00 to 10.00 feet	
Bloom Time: Non-flowering	
Bloom Description: Non-flowering	
Sun: Full sun to part shade	
Water: Medium	
Maintenance: Low	
Leaf: Evergreen	
Attracts: Birds	
Fruit: Showy	
Other: Winter Interest	
Tolerate: Rabbit, Deer	

Mark Gordon

From:

Joel Totten < JTotten@Pennoni.com>

Sent:

Friday, October 17, 2014 11:50 AM

To: Cc:

'Mark Gordon' Matthew McAloon

Subject:

RE: Landscape Substitutions

Attachments:

Sht 3 of 3-Proposed Goshen Meadows Planting Plan 10-15-13-PAI Markup.pdf

Mark,

See attached plan markup and included information as requested. Please let me know if you require any additional information. Thanks.

Specified on Approved Plans	Recommended Substitution	Specified on Approved Plans	Recommended Substitution
Pinus strobus 'Fastigiata' Columnar eastern white pine	(3) PA Picea abies, (2) Ilex opaca, (1) Juniperus virginiana, (2) Pinus cembra, (2) Pinus flexilis	Pseudotsuga menziesii Douglas fir	Picea glauca White Spruce
Type: Needled evergreen Family: Pinaceae Zone: 3 to 8 Height: 30.00 to 40.00 feet Spread: 7.00 to 10.00 feet Bloom Time: Non-flowering Bloom Description: Non- flowering Sun: Full sun to part shade Water: Medium Maintenance: Low Leaf: Evergreen Attracts: Birds Fruit: Showy Other: Winter Interest Tolerate: Rabbit, Deer	All plants are on the approved plans. See attached plan for locations.	Type: Needled evergreen Family: Pinaceae Native Range: Southwestern British Columbia to western central California Zone: 4 to 6 Height: 40.00 to 80.00 feet Spread: 12.00 to 20.00 feet Bloom Time: Non-flowering Bloom Description: Non-flowering Sun: Full sun Water: Medium to wet Maintenance: High Leaf: Evergreen Other: Winter Interest	Type: Needled evergreen Family: Pinaceae Native Range: Canada, far northeastern United States Zone: 2 to 6 Height: 40.00 to 60.00 feet Spread: 10.00 to 20.00 feet Bloom Time: Non-flowering Bloom Description: Non- flowering Sun: Full sun Water: Medium Maintenance: Low Leaf: Evergreen Other: Winter Interest Tolerate: Deer







Joel T. Totten, PLA Pennoni Associates Inc. Office 215-345-4591 x6004 | Direct 215-589-6004 Fax 215-345-7853 |

From: Mark Gordon [mailto:mgordon@eastgoshen.org]

Sent: Friday, October 17, 2014 8:42 AM

To: Joel Totten Cc: Matthew McAloon

Subject: RE: Landscape Substitutions

How about the substitutions for the firs and pines. The CB does not want more than 10 of any species on the lot.

Mark A. Gordon, CFM

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

O: 610-692-7171 F: 610-692-8950

mgordon@eastgoshen.org www.eastgoshen.org

From: Joel Totten [mailto:JTotten@Pennoni.com]

Sent: Friday, October 17, 2014 7:53 AM

To: 'Mark Gordon' Cc: Matthew McAloon

Subject: RE: Landscape Substitutions

Mark,

I think Chionanthus virginicus (fringe tree) is a suitable substitute for the Magnolia virginiana var. 'Australis' (Sweetbay Magnolia). The Fringetree and Sweetbay Magnolia are both native to the Eastern US and comparable in size, habit, features, and tolerances. The Fringetree is also on the approved plans and plant list currently with a quantity of one (1). I included some general information on the tree characteristics for your consideration. Please let me know if you have any questions or require any additional information.

Specified on Approved Plans	Recommended Substitution
Magnolia virginiana var. 'Australis'	Chionanthus virginicus
Southern Sweetbay Magnolia	fringe tree
Native Range: Eastern United States	Native Range: Eastern United States
Zone: 5 to 10	Zone: 3 to 9
Height: 15.00 to 60.00 feet	Height: 12.00 to 20.00 feet
Spread: 15.00 to 60.00 feet	Spread: 12.00 to 20.00 feet
Bloom Time: May to August	Bloom Time: May to June
Bloom Description: White	Bloom Description: Creamy white
Sun: Full sun to part shade	Sun: Full sun to part shade
Water: Medium to wet	Water: Medium
Maintenance: Low	Maintenance: Low
Suggested Use: Flowering Tree, Rain Garden	Suggested Use: Flowering Tree
Flower: Showy, Fragrant	Flower: Showy, Fragrant
Leaf: Evergreen	Leaf: Good Fall
Fruit: Showy	Attracts: Birds
Other: Winter Interest	Fruit: Showy
Tolerate: Wet Soil, Air Pollution	Tolerate: Clay Soil, Air Pollution

Joel T. Totten, PLA Pennoni Associates Inc. Office 215-345-4591 x6004 | Direct 215-589-6004 Fax 215-345-7853 |

From: Mark Gordon [mailto:mgordon@eastgoshen.org]

Sent: Thursday, October 16, 2014 2:31 PM

To: Joel Totten

Subject: RE: Landscape Substitutions

Snow and ice issues, he doesn't want to plant something that will be easily damaged by snow and ice. He is concerned that the magnolia will get wind burned on that hill in the winter.

Mark A. Gordon, CFM Director of Code Enforcement / Zoning Officer East Goshen Township

1580 Paoli Pike West Chester, PA 19380 O: 610-692-7171 F: 610-692-8950 mgordon@eastgoshen.org www.eastgoshen.org

From: Joel Totten [mailto:JTotten@Pennoni.com]
Sent: Thursday, October 16, 2014 10:39 AM

To: 'Mark Gordon'; Matthew McAloon **Subject:** RE: Landscape Substitutions

Mark,

I took a look and the plans and see a note referencing that "Plants introduced 1776-1850 or earlier". Was this a condition of the plan approval? Did Tom Ward express a reason for requesting the substitutions? Plant availability or another reason? I included a summary of the plant types and quantities for reference.

qty	key	common name	botanical name	size and comments
8	MV	Southern Sweetbay Magnolia	Magnolia virginiana var. 'Australis'	7-8' ht. B&B
10	PU	Pinus strobus 'fastigiata'	Columnar (upright) White Pine	7-8' ht. B&B
6	PM	Pseudotsuga menziesii	Douglas fir	7-8' ht. B&B

Joel T. Totten, PLA

Pennoni Associates Inc. Office 215-345-4591 x6004 | Direct 215-589-6004 Fax 215-345-7853 |

From: Mark Gordon [mailto:mgordon@eastgoshen.org]

Sent: Thursday, October 16, 2014 9:09 AM

To: Matthew McAloon; Joel Totten **Subject:** Landscape Substitutions

Matt and Joel,

Tom Ward at Goshen Meadows wants to substitute for the White Pine, D. Fir and Magnolias. He'd like to replace those evergreens with Spruce's and is looking for a good substitute for the Magnolia.

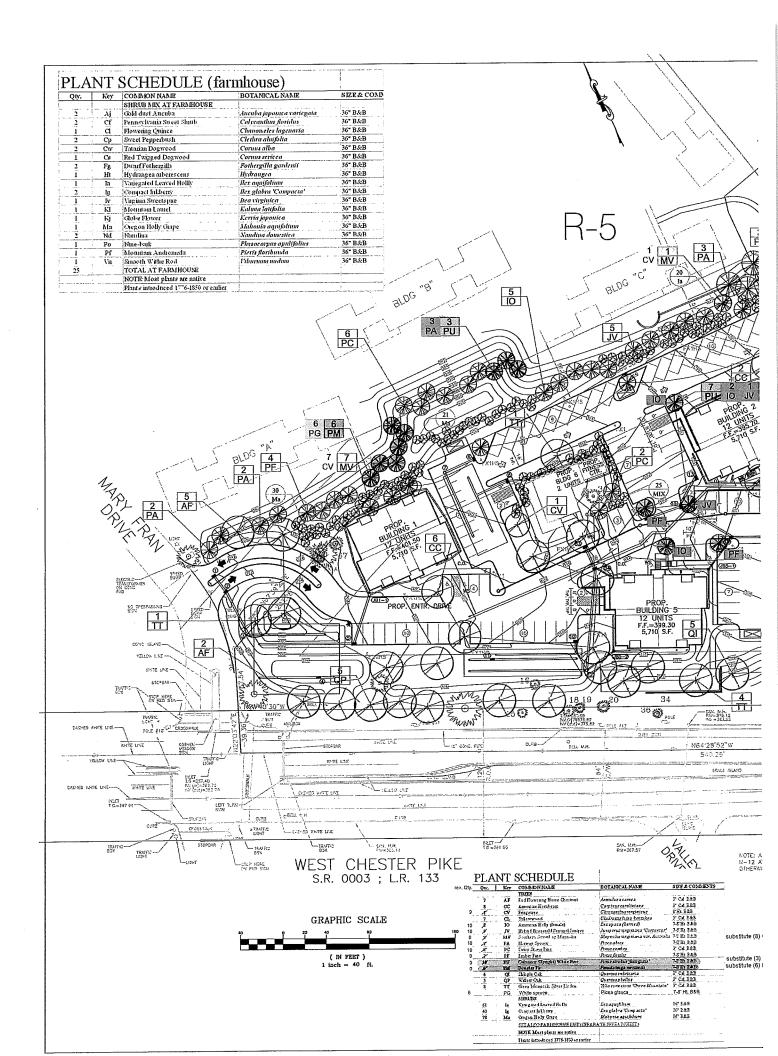
Please take a look at the plan and let me know what you think. Sounds like they are planting now so it might be a good time to stop over and see if they are planting everything correctly too.

Thanks, -Mark

Mark A. Gordon, CFM

Director of Code Enforcement / Zoning Officer East Goshen Township 1580 Paoli Pike West Chester, PA 19380 O: 610-692-7171 F: 610-692-8950

mgordon@eastgoshen.org www.eastgoshen.org



1 2 3 4 5	EAST GOSHEN TOWNSHIP BOARD OF SUPERVISORS MEETING 1580 PAOLI PIKE October 21 – 7:00pm Draft Minutes
6 7 8	<u>Present</u> : Chairman Marty Shane, Vice-Chairman Senya D. Isayeff, and Supervisors Carmen Battavio, Chuck Proctor and Janet Emanuel. Also present were Township
9 10	Manager Rick Smith, CFO Jon Altshul, Township Solicitor Joseph Brion, and ABC member Erich Meyer (Conservancy Board).
11 12	Call to Order & Diedge of Allegianes
13	<u>Call to Order & Pledge of Allegiance</u> Marty called the meeting to order at 7:00pm and asked Mr. Brion to lead the Pledge of
14	Allegiance.
15	Antegiante.
16	Moment of Silence
17	Carmen called for a moment of silence to honor the troops, all those in uniform, their
18	families, and especially those who gave their lives for our country.
19	Administry with approximal masses with a series of the contraction.
20	Recording of Meeting
21	West Goshen Resident Irene Benjamin, 1137 Paoli Pike, indicated she would be
22	recording the meeting.
23	
24	Chairman's Report
25	Marty announced that Senator Pileggi's office recently informed us that East Goshen had
26	been awarded \$52,500 in grant money to conduct a feasibility study for a pedestrian and
27	bike trail along Paoli Pike. East Goshen's trail would be one of many connecting trails
28	from Philadelphia to Montgomery County.
29	
30	Janet noted that the Comprehensive Plan Task Force is forging new ground. Tom Comitta
31	has been hired as the new consultant for the plan, which will be completed by the end of
32	2015.
33	
34	Public Hearing
35	The Board conducted a public hearing to consider an ordinance amending Chapter 225 of
36	the East Goshen Township code, titled, "Vehicles and Traffic," specifically section 225-
37	44, Schedule I to revise the speed limit for the entire length of Paoli Pike within East
38	Goshen Township to be 35 MPH.
39 40	The Board voted unanimously to adopt the Ordinance. A court reporter was present and
40 41	will provide a complete transcript of the proceeding.
42	will provide a complete transcript of the proceeding.
42	WEGO Police Department Financial Committee Findings
43 44	Marty asked Janet and Carmen to present the findings from the WEGO Police
45	Department Finance Committee meetings.
15 16	Department I mane Committee meetings.

Carmen outlined three recommendations:

- 1. Changing from an 8-hour shift to a 12-hour shift
- 2. Acquiring Live Scan fingerprinting and CPIN facial recognition systems
- 3. The use of truck scales on Rt. 202

12-Hour Shifts

Carmen noted that from an operations standpoint, a 12-hour shift schedule makes more sense for the Police Department due to scheduling difficulties with an 8-hr shift. A 12-hour shift would result in less overtime and also not result in weekend shifts being predominantly staffed by part-time officers, which is the case now. He explained that in the long-term, it would be somewhat more expensive to have 12-hour shifts, as we would need to hire two new full-time officers, who become more expensive than part-time officers as they get "step" pay increases, particularly after 5 years.

Janet noted that one problem with having so many part-time officers is that WEGO pays to train them and then they frequently leave for full-time jobs with other departments. She reiterated that there will be better service for the citizens of the Township under the new 12-hour shift plan.

Chief Brenda Bernot said she would see several operational benefits with the new 12-hour shift schedule. She highlighted improved continuity of service, more experienced personnel assigned to every shift, and more managerial flexibility in being able to adjust staffing levels based on the anticipated volume of calls during a shift. In addition, she noted that the officers are supportive of 12 hour shifts. She also added that any change would begin as a pilot program and could be changed if it didn't work. She indicated that she has done ample research on the matter and that, while no police scheduling system is perfect, many municipal police departments have moved towards 12-hour shifts over the past several years with minimal problems.

Senya expressed concern about officer safety and, by extension, community safety if we switched to 12-hour shifts. He wondered whether officers would have the same vigilance and attention to detail over the additional four hours. Rick noted that currently many officers work 16-hour "double" shifts and that this would not occur with 12-hour shifts. Senya also noted that the cost increase is approximately \$350,000 over seven years, or \$50,000 per year.

Marty reminded the Board that we need a Memorandum of Understanding between the Charter Municipalities and the Police Association. Senya stated that it was inappropriate to pass a motion on this issue tonight because this item had not been on the agenda, and also because Carmen had to leave the meeting early and was not available to vote.

Resident Neil DeRiemer, 1034 Hershey Mill Road, asked if the shifts would start and end at the same time. Chief Bernot answered that no, the shifts would be staggered so that all the officers didn't end a shift at exactly the same time.

- 1 Resident Tom Rath, 1250 Eastwick Circle, asked how many double shifts our officers
- work and Chief Bernot answered that there can be up to twenty double shifts in a month.
- 3 Mr. Rath said if there is more than one officer per shift on a double, then going to the 12-
- 4 hour shift might improve officers' focus and attention. He asked if this was being done
- 5 for safety or the convenience of officers. Marty answered that the overriding issue is
- 6 whether the 12-hour schedule benefits the entire community.

Resident Michelle Truitt, 1430 Grand Oak Lane, had several questions for the Board. She asked how many shifts in a row the Officers could take. Chief Bernot answered 5 shifts on and one off, or sometimes 10 shifts on and one off. Mrs. Truitt asked if the Officers were willing to go to a 12 hour shift schedule and the Chief answered yes. Mrs. Truitt asked about the cost of insurance benefits and increases and Janet answered that health insurance is included in the \$50,000 per year cost increase mentioned earlier.

Scales

Janet explained that WEGO rents truck scales to weigh trucks passing through the Route 202 and 3 corridors. WEGO finds that 40% of the trucks stopped are overweight or do not meet federal standards and are taken out of service. The WEGO Finance Committee is recommending that rather than WEGO handle this issue alone, which affects a much larger geographical area than the WEGO service area, that all police departments in the area play a role in this initiative, facilitated by the West Chester Council of Governments (COG). Rick replied that COG has asked the COG chiefs of police to see if it is possible to do this on a regional basis. \$6,000 is included in the budget for scale rental, but the Committee thinks this should be COG-wide program.

Senya noted that this affects not only Westtown and East Goshen, but also the entire region, because the trucks might re-route around the scales on Route 202 and run through neighboring communities. He sees it not only as a cost issue, but as doing the right thing for all our neighboring communities.

Chuck said that he has noticed an increase in truck traffic very early or late at night because the truck drivers know that our police are monitoring Route 202 during the day. He added that we do collect a fine for trucks that do not meet standards, which produces some revenue. Chuck also noted our traffic unit is small, and if they are the only unit enforcing truck standards on Route 202, they are not available to do regular policing in the Township. He related a tragic story about a friend who was hit and killed by a truck that should have been taken out of service.

Marty reiterated that we should not have to fund and patrol the trucks on Route 202 with no support from other Townships. He likes the idea of working together regionally, but has many questions about how it would be managed so that every community participates equally.

West Goshen Resident Irene Benjamin, Paoli Pike, stated that she was afraid of the trucks on Paoli Pike. She risks her life going out on the street because the trucks are skirting around Route 202 and speeding by her house. She thanked the Board for addressing this

issue. Senya suggested she attend either a West Goshen Township meeting or a COG meeting and tell her story. Rick added that she could send a letter about her concerns to Casey LaLonde, West Goshen's Township Manager.

Livescan/CPIN

Janet explained that it was the Finance Committee's recommendation for WEGO to explore grant opportunities for Livescan (for fingerprinting) and CPIN (photo imaging network) systems and at the same time budget \$25,000 in the sinking fund as "matching funds" should a grant become available in 2015, as an alternative to budgeting the full \$50,000 expense for the systems. She indicated that often grants become available very quickly and it might not be practical for the Boards of the two Townships to quickly reach an agreement about matching funds in the future.

 Janet explained that it was the Chief's recommendation to purchase Livescan and CPIN systems, rather than continuing to contract with West Goshen for these services. She noted that the Chief has concerns about the risk to officers' safety of transporting suspects from our station to West Goshen.

 Senya said that we did not need to budget funds for this purpose if we are going to pursue grant funding and that the Board would be able to match grant funds in plenty of time. Marty agreed that even if the money is not in the budget, the two Boards can agree to allocate funds. Janet reiterated that the money did not need to be spent; it was there just in case a quick turnover of funds was needed.

Senya reiterated that the Board should not make a decision on either matter tonight, both because Carmen was no longer present and because the matter was not on the agenda.

Janet added that if both Boards agree with the recommendations, the Finance Committee can complete its work; if not, then both Boards should get together to discuss these issues.

Police/EMS Report

Chief Brenda Bernot announced that the Police Department is half-way through its Citizen's Police Academy. She noted that the Police Department news can always be found on its website at www.westtownpolice.org.

There were several trends in police activity. There are still phone scams going on, for example the IRS, Craigslist, and Granny scams, mostly targeting Senior Citizens. Due to the efforts of the Police in informing those citizens of the scams, no one has been scammed in two to three months. Another trend involves criminal mischief involving mailboxes and vehicles. Also, she noted that there are still thefts from vehicles occurring regularly and encouraged residents to lock car doors and remove valuables. There have also been traffic complaints in areas along N. Chester Road, E. Boot Road, and E. Strasburg Road.

 Mr. Rath informed Chief Bernot that he recently observed a car driving through the sewer easement at the cul-de-sac on Eastwick Circle and asked whether anything could be done to prevent that in the future. Chief Bernot answered that she would look into the matter.

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Rick reported that the Malvern Fire Company had responded to a small fire.

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Consider PECO Substation

Rick reported that he had recently met with resident Ed Davidson, Malvern, who owns a rental property across from the PECO Substation at Rt. 352 and Strasburg Roads, and Greg Cary from PECO. Greg will have a plan for new trees and shrubs at the 11/18 Board meeting. Marty added some history about the PECO Substation issue for the benefit of the residents in the audience.

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Consider Hershey's Mill Dam

Neil DeRiemer, representing the Friends of the Hershey Mill Dam, informed the Board that he had contacted our local State Senators' offices to ask for guidance in finding grants for the Hershey's Mill Dam project. Marty said the Board would send out a letter explaining the Hershey's Mill Dam issue and inviting public input. Mr. DeRiemer asked how many households we have on Constant Contact and Marty replied that out of 8,500 households we have about 2,000 on Constant Contact. Marty also asked Mr. DeRiemer to write a letter for the Township newsletter by October 30. Marty added that we need to have money by the end of next year in order to in order to go out for bid at the beginning of 2016. Mr. DeRiemer will attend the November 18th Board of Supervisors meeting with more information.

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Resident Fran Beck, 1225 Foxglove Lane, asked about the letters the Township would send about the Hershey's Mill Dam issue. Marty replied that they could send a letter to all households within 1,000 ft. from the dam. Mr. Beck said that was a limited area. Marty replied that the message would also go out via Constant Contact and be posted on the website.

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Consider Amendments to Defined Contribution Pension Plan

Jon Altshul reported that Jim Kennedy from Anderson & Associates (our pension consultant) recommended that we change several provisions in our DC plan document that were either ambiguous or not in compliance with recent case law. The Township's labor attorney drafted amendments to the plan, which Jon outlined.

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Marty moved to accept the resolution to approve the amendments to the Defined Contribution Pension Plan. Senya seconded the motion. The Board voted unanimously to approve the motion.

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Consider Fee Schedule

- 42 Rick explained that the Township incurs a cost in recording stormwater agreements with 43 the County. Accordingly, he recommended that the Township impose a fee to recover the 44
- Township's expenses from homeowners or developers subject to the stormwater 45
- 46 ordinance.

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Marty made a motion to adopt the amended fee resolution. Chuck seconded the motion. The Board voted unanimously to accept the resolution.

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Any Other Matter

Mr. Rath informed the Board that when Morestein Rd. was recently re-paved, Public Works left a bump where Eastwick Circle and Morstein Road meet. Rick said he would ask Mark Miller to look at it.

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- 10 Pennsylvania State Representative Dan Truitt, discussed House Bill 1565 with the Board.
- HB 1565 would substantially reduce the amount of riparian buffer for construction near
- 12 non-impaired streams. Rep Truitt explained to the Board why he voted for the bill,
- despite the letter he recently received from the East Goshen Board of Supervisors urging
- 14 him to vote against it. Rep Truitt stated that his colleague Chris Ross, who represents an
- adjacent district in Chester County, added an amendment to the bill that would require
- developers to replace any removed riparian buffer with an additional buffer at another
- point along the stream, so that the net effect of the impact of the construction was
- mitigated. Rep Truitt explained to the Board that he only voted for the bill because of this
- 19 amendment which, in his view, which would not cause environmental degradation in
- 20 Pennsylvania watersheds.

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Approval of Minutes

The Board agreed to defer approval of the minutes for the 9/30 and the 10/7 BOS meetings to the October 28th meeting.

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Treasurer's Report

Marty moved to accept the Treasurer's Report and the Expenditure Register Report as recommended by the Treasurer, to accept the receipts and to authorize payment of the invoices just reviewed. Senya seconded the motion. The Board voted unanimously to approve the motion.

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Action List

Rick discussed the Action List for the Board. Of note, he will send the ABCs the quarterly Comp Plan report; the Act 537 plan was sent to DEP on August 25th; and Public Works televised and cleaned 14,000 feet of pipe in the 3rd quarter and identified and replaced or repaired various sections of pipe, manhole covers and sewer caps.

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The Action List will no longer be listed on the Agenda. Instead, Rick will provide the Board with a Pending Issues list, but it will not be acknowledged at the meeting.

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Adjournment

There being no further business, the meeting was adjourned at 9:30.

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- 44 Pam Pastorino
- 45 Recording Secretary
- 46 Attachments: Treasurer's Report

			October 17, 2014	
TOTACI IDEDIC DEDODT				
TREASURER'S REPORT 2014 RECEIPTS AND BILLS		:		
GENERAL FUND				
			Accounts Payable	\$613,667.00
Real Estate Tax		\$871.85	Electronic Pmts:	
Earned Income Tax		\$96,388.51	Health Insurance	\$42,748.08
Local Service Tax		\$908.55	Credit Card	\$0.00
Transfer Tax		\$43,998.57	Postage	\$0.00
General Fund Interest Ea	arned	\$0.00	Debt Service	\$198,494.05
Total Other Revenue		\$569,378.22	Payroll	\$105,468.78
Total Receipts:		\$711,545.70	Total Expenditures:	\$960,377.91
STATE LIQUID FUELS FUND				<u> </u>
				in the second se
Receipts		\$0.00		
Interest Earned		\$0.00		
Total State Liqud Fuels:		\$0.00	Expenditures:	\$0.00
SINKING FUND				
Interest Earned		\$0.00	Expenditures:	\$72,652.38
TRANSPORTATION FUND				
Interest Earned		\$0.00	Expenditures:	\$0.00
SEWER OPERATING FUND			Accounts Payable	\$46,266.30
		000 070 00	Debt Service	\$112,720.07
Receipts		\$99,273.93		
Interest Earned		\$0.00	Credit Card	\$0.00
Total Sewer:	· · · · · · · · · · · · · · ·	\$99,273.93	Total Expenditures:	\$158,986.37
REFUSE FUND				
Danish i		\$30,671.97		
Receipts		\$0.00	And the second s	
Interest Earned	· · · · · · · · · · · · · · · ·	A COLUMN TO THE	Expenditures	\$56,589.28
Total Refuse:	· •	\$30,671.97	Expenditures	\$30,389.28
SEWER SINKING FUND				
Interest Earned	<u>i</u>	\$0.00	Expenditures	\$0.00
OPERATING RESERVE FUND				
		\$0.00	Expenditures	\$0.00
Receipts		φυ.υυ	Expondituo 00	73.00
Events Fund			in the second se	
		\$0.00	Expenditures	\$0.00

1 2 3 4 5 6	EAST GOSHEN TOWNSHIP BOARD OF SUPERVISORS MEETING 1580 PAOLI PIKE October 28 th , 2014—7:00 pm Draft Minutes
7	
8	Present: Chairman Marty Shane, Vice-Chairman Senya D. Isayeff, and Supervisors
9 10	Carmen Battavio, Chuck Proctor, and Janet Emanuel, and Township Manager, Rick Smith, CFO Jon Altshul, and ABC member Erich Meyer (Conservancy Board).
11	omini, of o son rational, and rabe member brief theyer (conservancy board).
12	Call to Order & Pledge of Allegiance
13	Marty called the meeting to order at 7:00pm and asked Rick Smith to lead the Pledge of
14	Allegiance.
15 16	Moment of Silence
17	Carmen called for a moment of silence to honor the troops and all those in uniform,
18	especially those who have given their lives.
19	especially those who have given their fives.
20	Recording of Meeting
21	No one indicated they would be recording the meeting.
22	
23	Chairman's Report
24	Marty announced that Sunoco would be completing hydrostatic testing on the pipeline
25	through our Township. He invited discussion on the matter.
26	
27	Resident Philip Watson, Rt. 352, asked how the pipeline benefits East Goshen. Senya
28	responded that East Goshen has received grant money from Sunoco for improvements to
29	the Township, such as the trail feasibility study. Marty further explained that the
30	Marcellus Shale Project pays an extraction fee and this helps to fund grants for us. Mr.
31	Watson lives on Rt. 352, right where the pipeline runs, and he is ultimately afraid of
32	losing his house.
33	
34	Resident Gail Jeffries, Rt. 352, is also afraid of losing her house. She explained that both
35	she and Mr. Watson had issues with stormwater runoff, which they fixed, and if the
36	pipeline work requires trees near their houses to be taken down, this could create a new
37	problem with runoff.
38	Martin and that if the times are in the night of every their will be taken derve. Diele freshen
39	Marty said that if the trees are in the right-of-way, they will be taken down. Rick further
40	noted that this can be found in the title report in their mortgage.
41	Morty added that the major concern is what is sains to harmon next because well a de-
42 42	Marty added that the major concern is what is going to happen next, because nobody
43	knows. Sunoco doesn't even know yet. He recommended that if there is an Eminent
44 45	Domain issue, that Mr. Watson and Ms. Jeffries seek legal representation.
T.)	

Mr. Watson asked if there was an environmental impact study being done. Rick answered that this only needs to be done if the pipeline is crossing a stream or creek.

Senya inferred that Mr. Watson wanted to know what East Goshen can do for him, and Mr. Watson affirmed this. Senya explained that if the Sunoco pipeline is affecting Mr. Watson or Ms. Jeffries, that East Goshen will be here to support them in getting what is fair and equitable for their homes.

 Marty assured Mr. Watson that we will do their best to make sure that all residents know what is going to happen along the pipeline. He said that we can't stop the pipeline, but we can help to minimize the impact on our residents. He added that if we try to fight Sunoco, they will fight back. In order to get the best results, the Board thinks it is a good idea to go gently into this issue with Sunoco, and that it is not time to worry, yet. Janet added that we have a great stake in keeping our residents happy, and in their homes.

Mr. Watson reiterated that he is worried that the pipeline goes right through his and Ms. Jeffries houses, because they bump out into Rt. 352. Chuck replied that even if it does, it is cheaper for Sunoco to go around a house rather than through it.

Rick noted that all of the information that we have about the Sunoco pipeline is on our website.

Authorize Chairman to Execute Stormwater Drainage Easement between Vincent Angelini, East Goshen Township and Municipal Authority

Senya made a motion to authorize the Chairman to execute the Stormwater Drainage Easement between Vincent Angelini, East Goshen Township and Municipal Authority.

Janet seconded the motion.

The Board voted to approve the motion unanimously.

Consider Comp Plan Task Force Scope of Work, Schedule, and Cost Proposal for Chester County Planning Commission

Rick showed the Board a draft proposal from Tom Comitta to prepare a new
Comprehensive Plan for a fee of \$44,000 and a timetable of 11 months. There is still

some discussion concerning the scope of work, specifically how Mr. Comitta will use the material developed by the Brandywine Conservancy, but this will not affect the fee or the schedule.

In order to keep the process moving the Board needs to take action tonight so our application can be considered at the Planning Commission's meeting in November, then the application could be considered by the County Commissioners at their December meeting, which, if approved, would put us on a schedule to complete this project in 2015.

Senya asked how many printed copies of the Comp Plan we would be getting. The budget includes \$650 for CDs of the Work Products, but no printing. Rick suggested that it

would be cheaper for us to print the Comp Plan ourselves than to ask Mr. Comitta to do the printing. Senya noted the County wants to see consensus with this Comp Plan. Marty agreed that one of the problems with the old plan was lack of consensus. Janet suggested that there may have been too many people involved.

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Rick made a motion that:

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- 1. We accept the proposal from Tom Comitta to prepare a new Comprehensive Plan for a cost of \$44,000 (\$41,400 in fees and \$2,600 in expenses) and a timetable of 11 months, and;
- 2. We approve the submission of a Vision Partnership Program grant application,
- 3. We formally commit to providing the funding for the new Comprehensive Plan,
- 4. We authorize the Chairman to execute the Vision Partnership Program grant agreement, and;
- 5. We appoint a Comprehensive Plan Task Force that consists of one Supervisor, whom shall Chair the Task Force, the members of the Planning Commission, and one member each from the Commerce Commission, Conservancy Board, Futurist Committee, Historical Commission, Municipal Authority, and Park and Rec Commission, and;
- 6. We appoint Janet Emanuel to Chair the Comp Plan Task Force.

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Chuck seconded the motion. The Board voted to approve the motion unanimously.

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Any Other Matter

Chuck informed the Board that Chief Bernot wants to move \$3,055 from the operating fund to replace some old weapons and acquire some new weapons. Senya made a motion to accept the request. Carmen seconded the motion. The Board voted to approve the motion unanimously.

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Review of Minutes

The Board reviewed and corrected the draft minutes of September 30, 2014, October 7, 2014, and October 14, 2014. Marty said the minutes would stand approved as corrected.

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Treasurer's Report

- 36 See attached Treasurer's Report for October 23, 2014. The Board reviewed the 37
- Treasurer's Report and the current invoices. Carmen moved to graciously accept the 38
- Treasurer's Report and the Expenditure Register Report as recommended by the 39
- Treasurer, to accept the receipts and to authorize payment of the invoices just reviewed. 40
- Chuck seconded the motion. There was no further discussion and no public comment. 41
- The Board voted unanimously to approve the motion. 42

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Adjournment

44 45 There being no further business, the Board adjourned at 8:30.

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- Pam Pastorino 1
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- Recording Secretary
 Attachments: Treasurer's Report 3

TREASURER'S REPORT 2014 RECEIPTS AND BILLS

	Accounts Payable	\$537,433.33
\$4,442.13		Accessoration
\$374,009.94		\$37,085.28
		\$0.00
		\$1,000.00
		\$289,878.28
And the Asset Williams and Asset Ass		
		\$64,458.51
\$301,170.79	rotal Experiditures.	\$929,855.40
\$0.00		
\$50.72		
	Expenditures:	\$0.00
900.12	Experiatores.	\$0.00
\$426.47	Expenditures:	\$14,697.15
\$192.10	Expenditures:	\$0.00
	Accounts Payable	\$161,418.84
\$278,948.57	Debt Service	\$33,440.94
\$61.83	Credit Card	\$0.00
\$279,010.40	Total Expenditures:	\$194,859.78
\$79,263.31		
\$79,285.82	Expenditures	\$69,577.91
\$218.21	Expenditures	\$0.00
\$127.56	Expenditures	\$0.00
\$0.46	Expenditures	\$0.00
	\$374,009.94 \$42,311.61 \$38,244.52 \$634.04 \$121,536.55 \$581,178.79 \$0.00 \$50.72 \$50.72 \$50.72 \$426.47 \$192.10 \$278,948.57 \$61.83 \$279,010.40 \$79,263.31 \$22.51 \$79,285.82	\$374,009.94 \$42,311.61 \$33,244.52 \$634.04 \$121,536.55 \$121,536.55 \$581,178.79 \$0.00 \$50.72 \$\$50.72 \$\$50.72 \$\$278,948.57 \$61.83 \$279,010.40 \$\$279,010.40 \$\$279,285.82 \$\$218.21 Expenditures Health Insurance Credit Card Postage Payroll Total Expenditures: Expenditures: Accounts Payable Debt Service Credit Card Total Expenditures: \$\$278,948.57 \$\$61.83 \$\$279,010.40 Expenditures: \$\$28,948.57 \$\$28,948.57 \$\$28,948.57 \$\$28,948.57 \$\$28,948.57 \$\$28,948.57 \$\$28,948.57 \$\$29,010.40 \$\$278,948.57

EAST GOSHEN TOWNSHIP MEMORANDUM

TO:

BOARD OF SUPERVISORS

FROM:

BRIAN MCCOOL

SUBJECT:

PROPOSED PAYMENTS OF BILLS

DATE:

11-13-14

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 the Treasurer's Report contains three weeks of data.

General Fund expenses include \$14,189 for rock salt, \$220,022 for the monthly payment to WEGO, \$28,152 for road striping, \$13,060 for tree removal and trimming throughout the Township, and \$185,823 for milling and paving. \$289,878 was paid for debt service; of this amount \$274,000 was paid toward principal on the 2003 multi-purpose bonds.

\$14,697 was paid out of the Sinking Fund for the geothermal system.

\$121,010 was paid out of the Sewer Fund to West Goshen for 3rd quarter sewer costs.

General Fund revenue includes \$61,026 from Comcast for franchise fee revenue. Earned Income Tax revenue, \$374,010, is higher than normal due to receipt of 3rd quarter payments from Keystone. Sewer Fund revenue, \$279,010, was above average due to a number of payments from apartment complexes and commercial properties.

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

Independence 🚳

REGULAR INVOICE SUMMARY

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

BILL ACCOUNT NAME:

BILL ACCOUNT NUMBER: 1500030003

EAST GOSHEN TOWNSHIP

150003

CLIENT NUMBER: CLIENT NAME:

EAST GOSHEN TOWNSHIP

INVOICE NUMBER:

141111298946 INVOICE MONTH(S):

PREPARED DATE:

December 2014 11/11/2014

12/1/2014

PRIOR BILLING INFORMATION

Last Bill Amount

PAYMENT DUE DATE:

Payments Received Through 11/10/2014

(\$17,315.32)

BALANCE FORWARD CURRENT CHARGES

Premium Summary

Member Rate Detail

\$17,315.32

\$17,315.32

TOTAL CURRENT CHARGES

\$17,315.32

\$0.00

TOTAL DUE

\$17,315.32

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. Effective this month, payments received will apply against your full outstanding balance rather than current invoice if your account is in arrears. If you provide a payment greater than the amount due, funds will be applied to your account to satisfy future invoices once generated.

close this window

Independence

REGULAR INVOICE SUMMARY

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

BILL ACCOUNT NUMBER: 1500030002

INVOICE NUMBER:

141111298941

BILL ACCOUNT NAME:

EAST GOSHEN TOWNSHIP

INVOICE MONTH(S):

December 2014

CLIENT NUMBER:

150003

PREPARED DATE:

11/11/2014

CLIENT NAME:

EAST GOSHEN TOWNSHIP

PAYMENT DUE DATE:

12/1/2014

PRIOR BILLING INFORMATION

Last Bill Amount

\$12,535.59

Payments Received Through 11/10/2014

(\$12,535.59)

BALANCE FORWARD

\$0.00

CURRENT CHARGES

Premium Summary

\$12,535.59

Member Rate Detail

TOTAL CURRENT CHARGES

\$12,535.59

TOTAL DUE

\$12,535.59

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. Effective this month, payments received will apply against your full outstanding balance rather than current invoice if your account is in arrears. If you provide a payment greater than the amount due, funds will be applied to your account to satisfy future invoices once generated.

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Independence 🚳

REGULAR INVOICE SUMMARY

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

BILL ACCOUNT NUMBER: 1500030001

BILL ACCOUNT NAME:

EAST GOSHEN TOWNSHIP

150003

CLIENT NUMBER: **CLIENT NAME:**

EAST GOSHEN TOWNSHIP

INVOICE NUMBER:

INVOICE MONTH(S):

December 2014

141111317423

PREPARED DATE:

11/11/2014

PAYMENT DUE DATE:

12/1/2014

PRIOR BILLING INFORMATION

Last Bill Amount

\$12,897.17

(\$12,897.17)

BALANCE FORWARD

\$12,897.17

(\$5,662.80)

\$0.00

CURRENT CHARGES

Premium Summary

Member Activity Processed Through 11/10/2014

Payments Received Through 11/10/2014

Member Rate Detail

TOTAL CURRENT CHARGES

TOTAL DUE

\$7,234.37

\$7,234.37

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. Effective this month, payments received will apply against your full outstanding balance rather than current invoice if your account is in arrears. If you provide a payment greater than the amount due, funds will be applied to your account to satisfy future invoices once generated.

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EAST GOSHEN TOWNSHIP MONTHLY DEBT PAYMENT BREAKDOWN November 25, 2014

GENERAL FUND:

Interest payment	Principal payment	Loan Description	Original loan amount	Remaining Principal	Retirement Date
\$11,755.53	\$274,000	Multi purpose 9 projects	\$5,500,000	\$2,999,000	2023
\$3,623.55	\$0	Applebrook Park	\$3,000,000	\$1,071,000	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
\$1,289.67	\$0	Sewer Operations Munic Authority	\$1,128,000	\$365,000	2018
\$26,030.40	\$0	RCSTP Expansion	\$9,500,000	\$7,888,000	2032
\$6,120.87	\$0	Diversion Projects	\$2,500,000	\$2,409,000	2033

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Expenditures Register GL-1410-44986

Report Date 10/31/14

4ARP05 run by BARBARA

Vendor	Req#	:	Budget#	Sub#	Description				
01		GEN	NERAL FU	ND					
6	41720	1			ABC PAPER & CHEMICAL INC TWP. BLDG MAINT & REPAIRS AIR FRESHNER, TISSUES & TOILET	056072В	10/30/14	10/30/14	105.81
	41721	1	01409	3740	TISSUE TWP. BLDG MAINT & REPAIRS VACUUM BAGS	1			
	*******								231.66
1941	41723	1	01430	2330	AG-INDUSTRIAL INC VEHICLE MAINT AND REPAIR ALTERNATOR - TRACTOR		10/30/14		
							man case and and year case does not	***************************************	401.63
1657	41725	. 1	01409	3600	AQUA PA TWP. BLDG FUEL, LIGHT, WATER 000309801 0309801 9/22-10/21/14				
						then made many track these deed year field just deed just field plats field.			17.00
3390					ARMBRUSTER, PAMELA ROBOTICS PROGRAM REFUND DUE TO CANCELLATION ROBOTICS		10/30/14	10/30/14	35.00
	_ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~								35.00
119	41731	1			BEE.NET INTERNET SERVICES COMMUNICATION EXPENSE NOVEMBER 2014 BEEMAIL ACCTS		10/30/14	10/30/14	
									315.00
3230	41735	1	01410	5350	CENTER FOR GOVERNMENTAL RESEARCH INTEGRATION STUDY REVISION OF FINAL REPTE.GOSHEN	22419	10/30/14	10/30/14	1,750.00
									1,750.00
296	41736	1	01401		COMCAST 200731-01-1 COMMUNICATION EXPENSE 200731-01-1 NOVEMBER 2014	102114	10/30/14	10/30/14	81.74
							s dad hel yee and hee one hee yee dan dad and hee yee get one may over	Dec and that had that that the last last last last last last last last	81.74

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Report Date 10/31/14

Expenditures Register GL-1410-44986

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/endor	Req #		Budget#	Sub#	Description	Invoice Number	Req Date Check Dte	Recpt Dte Check#	Amount
2226					DAILY LOCAL NEWS				
	41738	1	01401	3400	ADVERTISING - PRINTING NOTICE - VEHICLES & TRAFFIC	00345600	10/30/14	10/30/14	192.81
	41739	1	01401	3400	ADVERTISING - PRINTING	00345602	10/30/14	10/30/14	73.67
	41740	1	01401	3400	NOTICE - BUDGET 2015 ADVERTISING - PRINTING NOTICE - TRAFF.ADVISORY COMM.	00345601	10/30/14	10/30/14	73.67
									340.15
2555					FASTENAL				
	41741	1	01433	2450	MATERIALS & SUPPLIES - SIGNS HEX NUTS & FENDERS	PAMAV16275	10/30/14	10/30/14	90.17
	41742	1	01433	2450	MATERIALS & SUPPLIES - SIGNS T-RODS & FENDERS	PAMAV16263	10/30/14	10/30/14	57.44
									147.61
2119	41743			3740	FENCEWORKS TWP. BLDG MAINT & REPAIRS 4"X 8' SC-40, POST CAP & OTHER SUPPLIES FOR TWP. BUILDING GATE	33498	10/30/14	10/30/14	244.95
									244.95
555	41745	1			GOSHEN FIRE COMPANY CLEARING ACCOUNT CONTRIBUTION FROM MR.MARSTON	102714	10/30/14	10/30/14	50.00
					***************************************				50.00
563	41746	1	01413	3000	GRAINGER GENERAL EXPENSE SMOKE DETECTOR TESTER - CODES DEPT.	9572752070	10/30/14	10/30/14	129.28
									129.28
2631	41748	1	01401	2100	GRAPHIC IMPRESSIONS OF AMERICA INC. MATERIALS & SUPPLIES E.GOSHEN PRINTED FIRST CLASS LABELS	14-3428	10/30/14	10/30/14	58.00
									58.00
3131	41749	1	01401	. 3840	GREAT AMERICA FINANCIAL SERVICES RENTAL OF EQUIPOFFICE NOVEMBER 2014 - LANIER MP C5503	16032016	10/30/14	10/30/14	335.50
			,,						335.50

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Report Date 10/31/14

Expenditures Register GL-1410-44986

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/endor	Req #		Budget#	Sub#	Description	TUAOTCE WAMPEL	Red Date Check Dte	recht pre cuera	
2717	41750	1	01433	2500	HIGGINS & SONS INC., CHARLES A. MAINT. REPAIRS.TRAFF.SIG. TRAF.LIGHT REPAIR-PAOLI & GOSHEN VL		10/30/14		
									2,597.00
1641	41751	1	01430		NAPA AUTO PARTS VEHICLE MAINT AND REPAIR SOLENOID, 80Z TREATMENT & 32 OZ MARINE ST.	2-604265	10/30/14	10/30/14	62.87
	41752	1	01430	2330	VEHICLE MAINT AND REPAIR BATTERY CORE RETURN	2-604264	10/30/14	10/30/14	-15.00
	41753	1	01430	2330	VEHICLE MAINT AND REPAIR BATTERY	2-604254	10/30/14	10/30/14	104.49
	41754	1	01430	2330	VEHICLE MAINT AND REPAIR AIR FILTERS	2-604476	10/30/14	10/30/14	70.06
	41755	1	01430	2330	VEHICLE MAINT AND REPAIR V-BELT		10/30/14	10/30/14	47.52
			~~ ~						269.94
1540	41756	1	01452	3710	NELSON, PAMELA ZUMBA ZUMBA INSTRUCT. AUG.29-OCT.17,2014		10/30/14		
									1,428.0
967	41760	1	01438		O'MALLEY TOPSOIL LLC MATERIALS & SUPPLIES-HIGHWAYS 6 YDS TOP SOIL				108.0
									108.0
969	41761	1	. 01430		O'ROURKE & SONS INC. VEHICLE MAINT AND REPAIR 5/8" ROUND SMOOTH BAR	174018	10/31/14	10/31/14	5.0
									5.0
971	41757	1	01432	2 2460	OCEANPORT INDUSTRIES INC SNOW - MATERIALS & SUPPLIES 241.39 TONS CHILEAN ROCK	91174	10/31/14	10/31/14	14,188.9
									14,188.9

Report Date 10/31/14

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/endor	Req #		Budget#	Sub#	Description		Req Date Check Dte		
1554	41758	1	01401	2100	APPT.CALENDAR REFILL, POST-IT NOTES	736106138001	10/31/14		34.25
					WHITE BADGE LABELS MATERIALS & SUPPLIES SIGN HERE TAPE FLAGS			10/31/14	4.21
									38.46
1778	41762	1	01414		PCCA CODE BOOKS/OTHER PCCA CODE BOOK - 2012 INTERN'L PROP MAINTENANCE		10/31/14	10/31/14	27.00
	41763	1	01413	3000	GENERAL EXPENSE SHIPPING FOR PCCA CODE BOOK		10/31/14		
									34.00
1555	41764		01409	3605	PECO - 45168-01609 PW BLDG - FUEL,LIGHT,SEWER & WATER 45168-01609 9/21-10/20/14 PW				
									740.59
2592	41765	1	01454	3600	PECO - 45951-30004 UTILITIES 45951-30004 9/18-10/17/14 RESTROOMS				
						gast data gary very half from food part clear land land man and and			38.41
1958	41766	1	01433	2450	PLEASANT VIEW WELDING MATERIALS & SUPPLIES - SIGNS 28 PIECES STEEL BRACKETS	71693	10/31/14	10/31/14	782.00
	µ====					~~~~~~~			782.00
1101	41789	1	. 01438	2450	PORTER, EARL MATERIALS & SUPPLIES-HIGHWAYS OAK BOARDS FOR BRIDGE REPAIR	103114 <u>Len brook</u>		10/31/14	70.40
						(-23-1-2-1-2-1-1			70.40
1161	41767	1	01430	2320	REILLY & SONS INC VEHICLE OPERATION - FUEL 523.6 GALLONS DIESEL	71060	10/31/14	10/31/14	1,413.20
	41768	1	01430	2320) VEHICLE OPERATION - FUEL 509.3 GALLONS DIESEL	70370	10/31/14	10/31/14	1,408.21
٠	41769	1	01430	2320) VEHICLE OPERATION - FUEL 302.3 GALLONS GASOLINE	70699	10/31/14	10/31/14	709.50
	41770	1	L 01430	2320	VEHICLE OPERATION - FUEL 292.6 GALLONS DIESEL	70700	10/31/14	10/31/14	777.15

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Report Date 10/31/14

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/endor Req # Budget# Sub# Description Invoice Number Req Date Check Dte Recpt Dte Check# Amount 4,308.06 RUBINSTEIN'S 1193 41771 1 01401 2100 MATERIALS & SUPPLIES 3151122-0 10/31/14 10/31/14 301.61 TONER 2121 SHERWIN-WILLIAMS CO. 41772 1 01409 3745 PW BUILDING - MAINT REPAIRS 1295-0 10/31/14 10/31/14 598.98 76 GALLONS HARVESTER GOLD PAINT 41773 1 01409 3745 PW BUILDING - MAINT REPAIRS 2350-8 10/31/14 10/31/14 75 GALLONS HARVESTER GOLD PAINT 1324 T&G WINDOW CLEANING 41775 1 01409 3740 TWP. BLDG. - MAINT & REPAIRS 212895 10/31/14 10/31/14 850.00 FALL WINDOW CLEANING 850.00 3046 TAGUE LUMBER 41776 1 01433 2450 MATERIALS & SUPPLIES - SIGNS 2358153 10/31/14 10/31/14 827.00 4X4 GREEN CEDAR 2813 TELTHORSTER, RUBY 41777 1 01452 3711 PILATES 102914 10/31/14 10/31/14 410.55 PILATES INSTRUCTION FALL 2014 410.55 2995 UNIFIRST CORPORATION 072 0660330 10/31/14 41778 1 01409 3740 TWP. BLDG. - MAINT & REPAIRS 10/31/14 11.04 WEEK END 10/22/14 CLEAN MATS 41778 2 01487 1910 UNIFORMS 072 0660330 10/31/14 10/31/14 152,92 WEEK END 10/22/14 CLEAN UNIFORMS 163.96 3355 UNIQUE PAVING MATERIALS CORP. 41779 1 01438 2450 MATERIALS & SUPPLIES-HIGHWAYS 240352 10/31/14 10/31/14 1,071.77 24 5 GALLON PAILS CONCRETE 1,071.77

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/endor	Req #		Budget#	Sub#	Description	Invoice Number	Req Date Check Dte	Recpt Dte Check#	Amount
2273	41780	1	01409	3605	VERIZON - 0527 PW BLDG - FUEL, LIGHT, SEWER & WATER OCTOBER 15 - NOVEMBER 14, 2014			10/31/14	173.03
		-				~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		gas now many carp carp carp care care care from total total that shall now.	173.03
2942	41782	1	01401	3210	VERIZON WIRELESS COMMUNICATION EXPENSE SEPTEMBER 21 - OCTOBER 20, 2014				
		-		~					1,166.73
2868					VERIZON-1420 DISTRICT COURT EXPENSES OCTOBER 15 - NOVEMBER 16, 2014	101614-1420	10/31/14	10/31/14	75.34
		-							75.34
1983					YALE ELECTRIC SUPPLY CO				
	41783	1	01409	3745	PW BUILDING - MAINT REPAIRS FLUORESCENT BULBS & BALLASTS	S102603293-001	10/31/14	10/31/14	48.31
	41784	1	01409	3745	PW BUILDING - MAINT REPAIRS QUANTUM EMERGENCY LIGHT & 3 LED LIGHT ENGINES	S102568686-002	10/31/14	10/31/14	1,279.85
	41785	1	01409	3740	TWP. BLDG MAINT & REPAIRS EMERGENCY LED LIGHTING	s102593319.001	10/31/14	10/31/14	42.91
	41786	1	01409	3745	PW BUILDING - MAINT REPAIRS LED LIGHTING & EMERGENCY LIGHTING	s102568686.001	10/31/14	10/31/14	1,017.31
	41787	1	01409	3745	PW BUILDING - MAINT REPAIRS 250 WATT CLEAR BULBS	s102559180.001	10/31/14	10/31/14	234.00
									2,622.38

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/endor	Req #	!	Budget#	Sub#	Description		Req Date Check Dte	Recpt Dte Check#	Amount
05		SEW	ER OPER	ATING					
40	41722	1	05422		ALLIED CONTROL SERVICES R.C. COLLECMAINT.& REPR ON-SITE INSPECTION & CALIBRATION	307617	10/30/14	10/30/14	475.50
									475.50
2918	41724				ALS ENVIRONMENTAL R.C. STP-CONTRACTED SERV. LAB TESTS RCSTP 10/14/14			•	18.00
									18.00
1658	41727	1	05420	3602	AQUA PA C.C. COLLECTION -UTILITIES 000309826 0309826 9/22-10/21/14 TH	102314 TH	10/30/14	10/30/14	18.00
	41728	1	05420	3602	C.C. COLLECTION -UTILITIES 000305003 0305003 9/23-10/22/14 WW	102414 WW	10/30/14	10/30/14	27.50
1	41729	1	05422	3601	R.C. COLLECUTILITIES 001533998 1087842 9/22-10/21/14 TWN		10/30/14	10/30/14	58.70
									104.20
151	41732				BLOSENSKI DISPOSAL CO, CHARLES R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS WITH LINER 10/20	10269	10/30/14	10/30/14	181.00
	41733	1	05422	4502		10270	10/30/14	10/30/14	181.00
						W 00 14 00 14 14 14 14 14 14 14 14 14 14 14 14 14			362.00
241	41734	2	05422		C.C. SOLID WASTE AUTHORITY R.C. SLUDGE-LAND CHESTER WEEK 10/16/14 - 10/21/14	38402	10/30/14	10/30/14	517.40
Mark core cost 2000 form 300	### #					W W W W W W W W W W W W W W W W W W W	· · · · · · · · · · · · · · · · · · ·		517.40
309	41737	1	05420	3702	CONLIN'S COPY CENTER C.C. COLLECMAINT.& REPR. LAMINATION FOR PW DEPT.	380932	10/30/14	10/30/14	64.75
	41737	2	05422	3701	R.C. COLLECMAINT.& REPR LAMINATION FOR PW DEPT.	380932	10/30/14	10/30/14	64.75
								ten ten bet hat del DE tel DE DE BES tab ten eel 100 De pe	129.50

ast Goshen Township Fund Accounting

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/endor	Req#	;	Budget#	Sub#	Description	Invoice Number	Req Date Check Dte	Recpt Dte Check#	Amount
3352	41744	1	05422	3702	GAP POWER RENTALS PLUS LLC R.C. COLLECTION-MAINT. & REP I&I SAFETY HARNESS FOR FALL PROTECTION	1105635	10/30/14	10/30/14	170.00
****	= w w w w m								170.00
563	41747	1	05420	3702	GRAINGER C.C. COLLECMAINT.& REPR. CASTER WHEELS	9575084034	10/30/14	10/30/14	36.68
									36.68
2349	41774	1	05422	3702	STREAMLIGHT R.C. COLLECTION-MAINT. & REP 1&I PUMP STATION LIGHTING	551256	10/31/14	10/31/14	55.62
									55.62

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Expenditures Register GL-1410-44986

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'endor	Req	‡ 	Budget#	Sub#	Description	Invoice Number	Req Date Ch	neck Dte	Recpt Dte	Check#	Amount
06		REF	FUSE			•					
241	41734	1	06427		C.C. SOLID WASTE AUTHORITY LANDFILL FEES WEEK 10/16/14 - 10/21/14	38402	10/30/14		10/30/14		5,396.67
1 and and 700 feet and									1		5,396.67
								0 Pri	inted, tot	alling	44,831.06 44,831.06

FUND SUMMARY

	Fund	Bank	Account	Amount	Description
•	01	01		37,565.49	GENERAL FUND
	05	05		1,868.90	SEWER OPERATING
	06	06		5,396.67	REFUSE
				44.831.06	

PERIOD SUMMARY

Period	Amount
1410	44,831.06
	44,831.06

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Report Date 11/03/14

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MARPO5 run by BARBARA

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/endor	Req #	#	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GEN	eral fui	₹D							
1471	41790	1	01410	5300	WESTTOWN-EAST GOSHEN POLICE POLICE GEN.EXPENSE NOVEMBER 2014 CONTRIBUTION	110114	11/03/14	11/01/14	11/03/14	7892 p	220,021.69
******											220,021.69
3 yel me ne ge me			DO NO. THE THE REE COL						epaids, to	_	220,021.69 220,021.69 0.00

FUND SUMMARY

Fund Bank Account	Amount	Description
01 01	220,021.69	GENERAL FUND
	220,021.69	

PERIOD SUMMARY

Period	Amount
1411	220,021.69
	220,021.69

Report Date 11/10/14

Expenditures Register GL-1411-45130

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'endor Req # Budget# Sub# Description Invoice Number Req Date Check Dte Recpt Dte Check# Amount GENERAL FUND 6 ABC PAPER & CHEMICAL INC 41797 1 01409 3745 PW BUILDING - MAINT REPAIRS 056258A 11/07/14 11/10/14 11/07/14 428.90 MOP HEAD FINISH & FLOOR FINISH 2713 ANDERSON, H.C. 101414 11/07/14 11/10/14 11/07/14 41798 1 01409 3745 PW BUILDING - MAINT REPAIRS 450.00 PAINTING OF SHOP 450.00 2912 CONTINENTAL FIRE & SAFETY INC. D4847 11/07/14 11/10/14 11/07/14 41799 1 01430 2330 VEHICLE MAINT AND REPAIR FUEL FOR SMALL ENGINES No E+12-02 1 395.00 418 EAGLE POWER AND EQUIPMENT 41800 1 01430 2330 VEHICLE MAINT AND REPAIR F084686 11/07/14 11/10/14 11/07/14 910.80 REPAIR HYDRAULIC LIGHT SENSOR 910.80 2142 FLAGGER FORCE 41801 1 01438 3845 EQUIP. RENTAL -RESURFAC. 121927 11/07/14 11/10/14 11/07/14 1,066.71 FLAG CREW - 9/23 & 9/24/14 1,066.71 546 GLASGOW INC. 41802 1 01438 2450 MATERIALS & SUPPLIES-HIGHWAYS 411404 11/07/14 11/10/14 11/07/14 921.90 65.85 TONS 2A DOLIMITE 563 GRAINGER 41803 1 01413 2600 MINOR EQUIP. PURCH. & REP. 9573251072 11/07/14 11/10/14 11/07/14 180.00 MEASURING WHEEL 180.00 594 HAMMOND & MCCLOSKEY INC. 6883 11/07/14 11/10/14 11/07/14 41804 1 01409 3740 TWP. BLDG. - MAINT & REPAIRS 400.00 BACKFLOW TESTING 400.00

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East Goshen Township Fund Accounting

Report Date 11/10/14

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Vendor	Req #		Budget#	Sub#	Description	Invoice Number			Check#	Amount
01		GEN	ERAL FU	ND		,				
2717	41805	1	01433		HIGGINS & SONS INC., CHARLES A. MAINT. REPAIRS.TRAFF.SIG. TRAF.LIGHT REPAIR - GREENHILL & N. CENTER		11/07/14	11/07/14		97.50
	~~~~					H		 		97.50
679	41806	1	01430	2330	INTERCON TRUCK EQUIPMENT VEHICLE MAINT AND REPAIR 8 CAST DOOR BRACKETS					81.92
								 		81.92
2352	41808	1	01434		PECO - 99193-01400 STREET LIGHTING 99193-01400 9/24-10/23/14	103014	11/07/14	11/07/14		803.03
	41808	2	01433	2470		103014	11/07/14	11/07/14		721.15
								 ~		1,524.18
3153	41812	1			PECO - 01360-05046 BOOT & PAOLI LED SIGN 01360-05046 9/26-10/27/14	102714	11/07/14	11/07/14		54.38
	H4====									54.38
2591	41811				59500-35010 9/23-10/24/14 POND PUMP					
								 		36.62
1032	41809	1	01409	3600	PECO - 99193-01302 TWP. BLDG FUEL, LIGHT, WATER 99193-01302 9/24-10/23/14	110514	11/07/14	11/07/14		1,762.55
	41809	2	01454	3600	UTILITIES 99193-01302 9/24-10/23/14	110514		11/07/14		60.93
										1,823.48
1876	41813		0143	8 3840	RANSOME RENTAL COMPANY LP DEQUIPMENT RENTAL SWING BOOM, COUPLER & BUCKET RENTAL 10/13-10/20/14		11/07/14	 11/07/14		1,941.00
	<b></b>		and and and the face and			s and that that the total and and the total that the total				1,941.00

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Report Date 11/10/14

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/endor	Req	#	Budget#		Description	Invoice Number	Req Date Check Dte	Recpt Dte Check#	Amount
01		GE	NERAL FU					,	
3258	41814	1	01430		SENN REPAIRS VEHICLE MAINT AND REPAIR REPAIR TRUCK #42 - WATER PUMP	930	11/07/14	11/07/14	1,568.95
									1,568.95
3391	41815				VERIZON PA CLEARING ACCOUNT REFUND DUE TO CANCELLED PERMIT	110514	11/10/14	11/10/14	70.00
									70.00
3392					WILSON FORKLIFT SERVICES LLC VEHICLE MAINT AND REPAIR REPAIR FORK LIFT - REMOVE & REPLACE WORN STEERING & DRIVE TIRES	17371	11/10/14	11/10/14	1,038.42
									1,038.42
1983	41817	' 1	01409	3745	YALE ELECTRIC SUPPLY CO PW BUILDING - MAINT REPAIRS LED WHITE THERMOPLASTIC COMBO	s102598157.001	11/10/14	11/10/14	126.73
									126.73

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Tendor	Req	#	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05		SE	WER OPERA	ATING							
594					HAMMOND & MCCLOSKEY INC.						
	41804	2	05422	3700	R.C. STP-MAINT.& REPAIRS BACKFLOW TESTING	6883	11/07/14		11/07/14		100.00
	41804	3	05422	3701	R.C. COLLECMAINT.& REPR BACKFLOW TESTING	6883	11/07/14		11/07/14		100.00
											200.00
3043	41807	1	05422	2440	MAIN POOL & CHEMICAL COMP. INC. R.C. STP- CHEMICALS 2200 GALLONS ALUMINUM SULFATE & 245 50LB BAGS SODIUM CARBONATE	1444366	11/07/14		11/07/14		6,085.00
											6,085.00
1031					PECO - 99193-01204						
	41810	1	05420	3602	C.C. COLLECTION -UTILITIES 99193-01204 9/24-10/23/14	110514	11/07/14		11/07/14		420.12
	41810	2	05420	3600	C.C. METERS - UTILITIES 99193-01204 9/24-10/23/14	110514	11/07/14		11/07/14		10.00
	41810	3	05422	3601	R.C. COLLECUTILITIES 99193-01204 9/24-10/23/14	110514	11/07/14		11/07/14		62.69
	41810	4	05422	3600	R.C STP -UTILITIES 99193-01204 9/24-10/23/14	110514	11/07/14		11/07/14		9,588.15
									900 JAG 600 TAS 100 MIN MIN MIN MIN		10,080.96
								0 5	inted, tot		29,482.45 29,482.45

#### FUND SUMMARY

Fund	Bank	Account	Amount	Description
01	01		13,116.49	GENERAL FUND
05	05		16,365.96	SEWER OPERATING
			29,482.45	

#### PERIOD SUMMARY

Period	Amount
1411	29,482.45
	29.482.45

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7,182.27

keport Date 11/13/14

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## Expenditures Register GL-1411-45154

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rendor Req # Budget# Sub# Description Invoice Number Req Date Check Dte Recpt Dte Check# Amount GENERAL FUND ABC PAPER & CHEMICAL INC 6 056648 11/13/14 11/13/14 222.48 41821 1 01409 3740 TWP, BLDG, - MAINT & REPAIRS C-FOLD TOWELS, FACIAL TISSUE, TOILET TISSUE & TRASH CAN LINERS 3140 ACE DISPOSAL CORP 81301 11/13/14 11/13/14 125.00 41823 1 01438 2450 MATERIALS & SUPPLIES-HIGHWAYS PORTABLE TOILETS 10/27 - 11/26/14 11/13/14 11/13/14 12,67 41824 1 01438 2450 MATERIALS & SUPPLIES-HIGHWAYS 82115 PORTABLE TOILETS 11/27 - 11/30/14 137.67 ALPHA SPACE CONTROL CO INC. 41 27076 11/13/14 11/13/14 41826 1 01438 2450 MATERIALS & SUPPLIES-HIGHWAYS 27,079.45 ROAD STRIPING INCLUDING STOP BARS, LEGENDS & TURN ARROWS 27354 11/13/14 11/13/14 41827 1 01438 2450 MATERIALS & SUPPLIES-HIGHWAYS 1,072.40 ROAD STRIPING INCLUDING STOP BARS, LEGENDS & TURN ARROWS 28,151.85 AMS APPLIED MICRO SYSTEMS LTD. 68 60088 11/13/14 11/13/14 1,034.50 41830 1 01401 3120 CONSULTING SERVICES OCTOBER 2014 60088 41830 2 01414 5001 ZONING IT CONSULTING 11/13/14 11/13/14 26.00 OCTOBER 2014 - GEO PLAN 1,060.50 1657 AQUA PA 110314 279 11/13/14 11/13/14 4,696.50 41831 1 01411 3630 HYDRANT & WATER SERVICE 000310033 0310033 9/30-10/31/14 186 110314 279 11/13/14 11/13/14 2,348.25 41831 2 01411 3631 HYDRANTS - RECHARGE EXPENSE 000310033 0310033 9/30-10/31/14 93 110314 HY6 11/13/14 41832 1 01411 3630 HYDRANT & WATER SERVICE 11/13/14 137.52 000309987 0309987 9/30-10/31/14 HY6

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Invoice Number Req Date Check Dte Recpt Dte Check# Amount /endor Req # Budget# Sub# Description 2690 ASFPM 41833 1 01413 3000 GENERAL EXPENSE 110514 11/13/14 11/13/14 130.00 2015 MEMBERSHIP RENEWAL - M. GORDON 102 B&D COMPUTER SOLUTIONS 41834 1 01401 3120 CONSULTING SERVICES 103114 11/13/14 11/13/14 OCTOBER 2014 . 2,000.00 1998 BARCO PRODUCTS COMPANY 41835 1 01116 1000 CLEARING ACCOUNT 101400779 11/13/14 11/13/14 885.11 MEMORIAL BENCH - SIDEL 3213 BEST LINE EQUIPMENT 41836 1 01438 3845 EQUIP. RENTAL -RESURFAC. R01889 11/13/14 11/13/14 806.60 HYDRAULIC EXCAVATOR RENTAL 9/3-9/10 806.60 2973 BORTEK INDUSTRIES INC. AB042983 11/13/14 41838 1 01430 2330 VEHICLE MAINT AND REPAIR 11/13/14 REPLACE DAMAGED DRAIN HOSE 1812 BP LUBRICANTS USA INC 7043319 11/13/14 11/13/14 1,340.90 41839 1 01430 2330 VEHICLE MAINT AND REPAIR 55 GALS. TECTION EXTRA & 55 GALS. PARADENE 1,340.90 180 BROWN NURSERY, SAM 41842 1 01461 3720 LANDSCAPING INV0081166 11/13/14 11/13/14 75.00 TREE PURCHASE - TAXODIUM DISTICHIUM FALLING WATERS 75.00 197 BUCKLEY BRION MCGUIRE & MORRIS 3139 41841 1 01404 3140 LEGAL - ADMIN 11/13/14 11/13/14 301.51 LEGAL SERVICE 9/29-10/23/14 3139 41841 2 01413 3140 LEGAL - TWP CODE 11/13/14 11/13/14 419.70 LEGAL SERVICE 9/29-10/23/14 41841 3 01414 3110 LEGAL - CODES 3139 11/13/14 11/13/14 38.00 LEGAL SERVICE 9/29-10/23/14

Expenditures Register teport Date 11/13/14 GL-1411-45154

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MARPO5 run by BARBARA 2 : 06 PM Invoice Number Req Date Check Dte Recpt Dte Check# Amount Vendor Reg # Budget# Sub# Description GENERAL FUND 01 BUCKLEY BRION MCGUIRE & MORRIS 197 437.00 3139 11/13/14 11/13/14 41841 4 01438 1510 LEGAL - PUBLIC WORKS LEGAL SERVICE 9/29-10/23/14 ______ 1,196.21 CC&T INC. 3370 41845 1 01438 3845 EQUIP. RENTAL -RESURFAC. RF03046 11/13/14 11/13/14 7,500.00 MILLING MACHINE RENTL 10/27-11/2/14 ******** 7,500.00 CCSIGA 214 11/13/14 15.00 111214 11/13/14 41846 1 01401 3000 GENERAL EXPENSE BREAKFAST MEETING - N.SCHEIDERMAN 15.00 CNS CLEANING COMPANY 2996 43124 11/13/14 11/13/14 41847 1 01409 3740 TWP. BLDG. - MAINT & REPAIRS JANITORIAL SERVICE - TWP 11/13/14 255.00 11/13/14 43124 41847 2 01409 3840 DISTRICT COURT EXPENSES JANITORIAL SERVICE - DC & POL 1,125.00 CONTRACTOR'S CHOICE 317 41848 1 01430 2330 VEHICLE MAINT AND REPAIR 00184125 11/13/14 11/13/14 157.50 ENGINE OIL 157,50 CRYSTAL SPRINGS 1990 3154612 103114 11/13/14 11/13/14 41849 1 01401 2100 MATERIALS & SUPPLIES COFFEE, SWEETENER, CREAMER & TEA 163.52 2997 DOMINION DENTAL SERVICES INC. 1553017 11/13/14 11/13/14 971,40 41850 1 01213 1000 DENTAL INSURANCE W/H

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#### Expenditures Register GL-1411-45154

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endor	Req #			200#	Description	Invoice Number	Red Date	check bte kecpt bte check#	Amount
418	41853	1	01430		EAGLE POWER AND EQUIPMENT VEHICLE MAINT AND REPAIR TRANSMISSION OIL	T441667	11/13/14	11/13/14	92.45
	41854	1			VEHICLE MAINT AND REPAIR FILTER & BREATHER				
									398.69
437				2460	TREE REMOVAL & TRIMMING- GRAND OAK, EGT PARK, ELLIS, MEADOW LN.& MARK, HILL, EDGEWOOD & THORNCROFT			11/13/14	13,060.00
									13,060.00
439	41852	1	01430		EDWARDS AUTOMOTIVE REPAIR VEHICLE MAINT AND REPAIR EMISSION TEST - 2007 FORD EXPLORER	5101	11/13/14	11/13/14	35.00
									35.00
2555					FASTENAL				
	41855	1	01433	2450	MATERIALS & SUPPLIES - SIGNS 70 ZFENDERS	PAMAV16399	11/13/14	11/13/14	90.00
	41856	1	01433	2450	MATERIALS & SUPPLIES - SIGNS T ROD ZS & ZFENDERS	PAMAV16392	11/13/14	11/13/14	57.44
			,			Jam tol Tay dad her but had sen told but had her had over ten	, .	·	147.44
473	41857	1	01401		FASTSIGNS MATERIALS & SUPPLIES ENGRAVED NAME PLATE - PAM PASTORINO			11/13/14	
					·	das fere tend nes seus Sées and Sées Sées dans leur leur leuf leur end	***		29.65
1813	41858	1	01401	3250	FEDEX POSTAGE PKG. TO DELUCA LEVINE PER RICK	2-833-58924	11/13/14	11/13/14	38.52
							and delt and and and delt delt and		38.52
3352	41860	1	01409	3745	GAP POWER RENTALS PLUS LLC PW BUILDING - MAINT REPAIRS PAINT SPRAYER RENTAL	1106544	11/13/14	11/13/14	312.95

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endor					Description		Req Date Check Dte		
2631	41861	1	01401	2110	GRAPHIC IMPRESSIONS OF AMERICA INC. STATIONERY BOS ENVELOPES 2000	14-3475	11/13/14	11/13/14	256.00
									256.00
2401	41864	1	01462	2600	HIGGINS, DOLORES MINOR EQUIP. PURCHASE REIMBURSEMENT FOR QUILTING SUPPLIES , FOLDING TABLE & TRICORNER HATS				304.79
	H H A A A A A								304.79
627	41865	1	01438		HIGHWAY MATERIALS INC. MATERIALS & SUPPLIES-HIGHWAYS 9.5H .3<3 ASPHALT 40.99 TONS PATCH	.1634678MB	11/13/14	11/13/14	2,037.20
	41866	1	01438	2455	MATER. & SUPPLY-RESURFAC. 9.5H .3<3 ASPHALT 602.23 TNS.INDIAN	1634857MB	11/13/14	11/13/14	29,930.85
	41867	1	01438	2455	HILLS MATER. & SUPPLY-RESURFAC. 9.5H .3<3 ASPHALT 838.51 TNS.INDIAN HILLS		11/13/14	11/13/14	41,673.99
					MATER. & SUPPLY-RESURFAC. 9.5H .3<3 ASPHALT 911.61 TONS CHART CHASE		11/13/14		·
									118,949.07
719	41870	1	01437	2460	KEEN COMPRESSED GAS COMPANY GENERAL EXPENSE - SHOP VARIOUS GAS CYLINDERS				
					·			one and see that the total data and and and any one and any uses then	55.29
800	41876	1	01438	3845	MACANGA INC.  EQUIP. RENTAL -RESURFAC.  PAVER, ROLLER & TRUCK RENTALS WITH  LABOR & TACK COAT 11/3-11/7/14	111014	11/13/14	11/13/14	49,947.00
	41877	1	01438	2455	MATER. & SUPPLY-RESURFAC. LABOR & TAR - SEALING JOINTS		11/13/14		
							ne no ano per per lan era tras tras cos		55,195.00
2225	41878	1	01401	. 3840	MAIL FINANCE RENTAL OF EQUIPOFFICE POSTAGE MACHINE RENTAL - SEPTEMBER 5, 2014 - DECEMBER 4, 2014		•		522.00
						Dec 200 200 100 100 200 200 100 100 100 100			522.00

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/endor	Req	#	Budget#	Sub#	Description	Invoice Number	Req Date Check Dte	Recpt Dte Check#	Amount
01		GE	NERAL FU	ND D		ONE ONE DISK DISK SHE			
864	41879	1			METROPOLITAN COMMUNICATIO SNOW - MAINTENANCE & REPAIRS LED BACKUP LIGHTS	IN000100088	11/13/14	11/13/14	525.00
									525.00
3174	41880		01367		MILLIKEN, LINDA TRIPS REFUND RE: NYC TRIP	111014	11/13/14	11/13/14	35.00
									35.00
1641	41881		01430		NAPA AUTO PARTS VEHICLE MAINT AND REPAIR DISC PAD & ROTORS - RANGER	2-607193	11/13/14	11/13/14	150.07
	41882	1	01430	2330	VEHICLE MAINT AND REPAIR WIPER BLADES	2-606958	11/13/14	11/13/14	127.75
	41883	1	01430	2330	VEHICLE MAINT AND REPAIR WORK LAMPS		11/13/14	11/13/14	199.96
								***************************************	477.78
1554	41884	1	01401	2100	OFFICE DEPOT MATERIALS & SUPPLIES DESK PADS	737945960001	11/13/14	11/13/14	50.38
	41885	1	01401	2100	MATERIALS & SUPPLIES WOOD FRAMES	738436393001	11/13/14	11/13/14	140.28
	41886	1	01401	2100	MATERIALS & SUPPLIES NAME BADGES/LABELS	737944321001	11/13/14	11/13/14	. 27.06
								W-W	217.72
2593	41888	1	01454		PECO - 18510-39089 UTILITIES 18510-39089 10/1-10/30/14 BOW TREE		11/13/14		41.86
,							3		41.86
1052	41889	1	01408	3130	PENNONI ASSOCIATES INC. ENGINEERING SERVICES SERVICES THRU 10/19/14 - GENERAL	612504	11/13/14	11/13/14	169.50
	41890	1	01408	3130	ENGINEERING SERVICES SERVICE THRU 10/19/14 MS4 PERMIT	612516	11/13/14	11/13/14	703.00
	41892	1	01408	3130	ENGINEERING SERVICES SERVICE THRU 10/19/14 KIRBY,LINE RD	612518	11/13/14	11/13/14	84.75
	41893	1	01408	3130	ENGINEERING SERVICES	612522		11/13/14	2,720.75
	41894	1	01408	3131	SERVICES THRU 10/16/14 GRAND OAK LN ENGINEER. & MISC.RECHARGES SERVICE THRU 10/19/14 ASHLEYBROOKE	612507	11/13/14	11/13/14	938.00

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## Expenditures Register GL-1411-45154

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Invoice Number Req Date Check Dte Recpt Dte Check# Amount //endor Req # Budget# Sub# Description 01 GENERAL FUND PENNONI ASSOCIATES INC. 1052 41895 1 01408 3131 ENGINEER. & MISC. RECHARGES 11/13/14 612508 11/13/14 1,943.50 SERVICE THRU 10/19/14 GOSHEN MEADOW 28.25 41896 1 01408 3131 ENGINEER. & MISC. RECHARGES 612509 11/13/14 11/13/14 SERVICE THRU 10/19/14 MARS 612510 11/13/14 11/13/14 401.75 41897 1 01408 3131 ENGINEER. & MISC. RECHARGES SERVICE THRU 10/19/14 1637 MANLEY 612512 11/13/14 11/13/14 111,25 41898 1 01408 3131 ENGINEER. & MISC.RECHARGES SERVICE THRU 10/19/14 SUNNY RIDGE 488.25 01408 3131 ENGINEER. & MISC. RECHARGES 612514 11/13/14 11/13/14 41899 1 SERVICE THRU 10/19/14 YARDLEY VILL 588.00 41900 1 01408 3131 ENGINEER. & MISC. RECHARGES 612525 11/13/14 11/13/14 SERV. THRU 10/19/14 610A RESERVOIR 01408 3131 ENGINEER. & MISC.RECHARGES 11/13/14 791.50 612526 11/13/14 41901 1 SERV. THRU 10/19/14 HALL, TAYLOR AV 01408 3131 ENGINEER. & MISC. RECHARGES 612527 11/13/14 11/13/14 179.75 41902 1 SERV. THRU 10/19/14 WILLIAMSON -DUT 612528 11/13/14 11/13/14 934.00 41903 1 01408 3131 ENGINEER. & MISC. RECHARGES SERVICE THRU 10/19/14 KODY 10,082.25 PENNSYLVANIA ONE CALL SYSTEM 1005 41904 1 01438 3840 EQUIPMENT RENTAL 0000609155 11/13/14 11/13/14 45.88 MONTHLY ACTIVITY FEE - OCTOBER 2014. 1080 PIMER, COLLEEN M. 41905 1 01414 3100 COURT REPORTERS 102714 11/13/14 11/13/14 112.00 TRANSCRIPTS - AMENDMT, CHAP. 225 112.00 PPC LUBRICANTS EAST 2417 11/13/14 1082262 11/13/14 41906 1 01430 2330 VEHICLE MAINT AND REPAIR 962.05 55 GAL. BLUE DEF & SHELL ROTELLA 962.05 RANSOME RENTAL COMPANY LP 1876 K15076-01 11/13/14 11/13/14 41907 1 01438 3845 EQUIP. RENTAL -RESURFAC. 2,179.00 SKID STEER & PLANER RENTAL 10/28-11/03/14 K14899-01 11/13/14 11/13/14 2,000.00 41908 1 01438 3840 EQUIPMENT RENTAL STANDARD TRCK RENTAL 10/13-10/27/14 4,179.00

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/endor	Req #	•	Budget#	Sub#	Description				
01		GE1	NERAL FU	ND					
1154	41909	1	01454		RECREATION RESOURCE INC EQUIPMENT MAINT. & REPAIR GALVANIZED PIPE SWING - PARK SWINGS	14-298	11/13/14	11/13/14	472.00
								***************************************	472.00
1161	41910				REILLY & SONS INC VEHICLE OPERATION - FUEL 216.9 GALLONS GASOLINE	71394	11/13/14	11/13/14	520.13
	41911	1	01430	2320	VEHICLE OPERATION - FUEL 655.8 GALLONS DIESEL	71395	11/13/14	11/13/14	1,749.02
	41912	1	01430	2320	VEHICLE OPERATION - FUEL 723.4 GALLONS DIESEL	71817	11/13/14	11/13/14	1,894.58
									4,163.73
1193		1	01401	2100	RUBINSTEIN'S MATERIALS & SUPPLIES TONER & BINDER CLIPS				
									301.73
2108	41915				SIDELINES SPORTSWEAR & PROMOTIONS COMMERCE COMMISSION - GENERAL 5 SHIRTS W/COMMERCE COMMISSION LOGO		11/13/14	11/13/14	314.25
									314.25
3120	41913	1	01430	2330	STTC SERVICE TIRE TRUCK CTRS INC. VEHICLE MAINT AND REPAIR TIRE - CAT SKID STEER	ท57757-17	11/13/14	11/13/14	166.86
									166.86
3046	41916	1	01409	3740	TAGUE LUMBER TWP. BLDG MAINT & REPAIRS LUMBER FOR PLANK HOUSE	2359423	11/13/14	11/13/14	37.20
									37.20
1389	41920	1	01414	3141	UNRUH TURNER BURKE FREES LEGAL - ZONING HEARING BOARD LEGAL SERVICE 8/28-10/6/14 SIVO	121081	11/13/14	11/13/14	. 1,688.16
					# # # # # # # # # # # # # # # # # # #				1,688.16

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'endor	Req#	Budget	# Sub#	Description	Invoice Number	Req Date Check Dte	Recpt Dte Check#	Amount
2829	41918	1 0140	1 3210	VERIZON - TWP.FIOS 11627 COMMUNICATION EXPENSE 10/28/14 - 11/27/14 FIOS TWP	102814-11627	11/13/14	11/13/14	79.99
								79.99

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'endor	Req#	: I	Budget#	Sub#	Description	Invoice Number	Req Date Check D	te Recpt Dte Check#	Amount
03		SIN	KING FU	ND		,			
1856					FIVE STAR INC				
	41859	1	03409	7450	CAPITAL PURCHASE - TWP BLDG APPLICATION 8 HVAC	APPLIC.8	11/13/14	11/13/14	7,385.62
	41859	2	03409	7400	CAPITAL REPLACEMENT-TWP BLDG APPLICATION 8 HVAC	APPLIC.8	11/13/14	11/13/14	7,311.53
									14,697.15

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/endor	Req	<b>†</b>	Budget#	Sub#	Description	Invoice Number	Req Date Check Dte	Recpt Dte Check#	Amount
05		SEV	ER OPER	ATING					
6				3700	ABC PAPER & CHEMICAL INC R.C. STP-MAINT.& REPAIRS C-FOLD TOWELS, FACIAL TISSUE, TOILET TISSUE & TRASH CAN LINERS		11/13/14	•	222.47
, , , , , , , , , , , , , , , , , , ,									222.47
40	41822				ALLIED CONTROL SERVICES C.C. METERS-MAINT.& REPRS. ON-SITE CALIBRATION 10/24/14		•		
									812.25
2918		1	05422	4500	ALS ENVIRONMENTAL R.C. STP-CONTRACTED SERV. LAB TESTS RCSTP 10/14-10/21/14				348.00
					R.C. STP-CONTRACTED SERV. LAB TESTS RCSTP - 10/28/14				18.00
									366.00
151		1	05422	4502	BLOSENSKI DISPOSAL CO, CHARLES R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS WITH LINER 11/3/14				181.00
***									181.00
197	41840	1			BUCKLEY BRION MCGUIRE & MORRIS ADMIN - LEGAL LEGAL SERVICE 9/29-10/24/14		11/13/14		
									1,499.88
241	41843	3 2	0542	2 4502	C.C. SOLID WASTE AUTHORITY  R.C. SLUDGE-LAND CHESTER WEEK 11/03/14 - 11/07/14	38551	11/13/14	11/13/14	687.05
	41844	. 2	0542	2 4502	R.C. SLUDGE-LAND CHESTER WEEK 10/23/14 - 10/31/14		11/13/14		546.64
									1,233.69
2940	41869	) 1	. 0542	0 370	J&R WIRELESS LLC. 2 C.C. COLLECMAINT.& REPR. APPLE IPAD	6893-01	11/13/14	11/13/14	243.33
	41869	) 2	0542	2 370:	1 R.C. COLLECMAINT. & REPR APPLE IPAD	6893-01	11/13/14	11/13/14	243.33
	41869	3	0542	2 370	0 R.C. STP-MAINT.& REPAIRS APPLE IPAD	6893-01	11/13/14	11/13/14	243.33

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'endor	Req#	:	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
	_ ~ ~ ~ ~ ~ - •										729.99
765	41871	1	05420	3702	••••	141053	11/13/14		11/13/14		171.00
	41872	1	05420	3702		141054	11/13/14		11/13/14		207.50
	41873	1	05422		***************************************	141055	11/13/14		11/13/14		317.00
	41874				HUNT COUNTRY - CHANGE OUT PUMPS				11/13/14		171.00
						H H H H H H H H H H H H H H H H H H H					866.50
797	41875	1		3701	M&S SERVICE COMPANY R.C. COLLECMAINT.& REPR EMERG.SERVICE CALL HERSHEYS MILL PS						280.00
											280.00
2827				3602	PECO - 04725-43025 C.C. COLLECTION -UTILITIES 04725-43025 10/3-10/30/14 WYLPN PMP						
											383.58
1052	41891			3100	PENNONI ASSOCIATES INC.  ADMIN PROFESSIONAL SERV  SERVICE THRU 10/19/14 SEWER OPERAT.	612505					
			m								1,207.00
1005	41904	2	05422	3701	PENNSYLVANIA ONE CALL SYSTEM R.C. COLLECMAINT.& REPR		11/13/14		11/13/14		45.88
	41904	3	05422	3702	MONTHLY ACTIVITY FEE - OCTOBER 2014 R.C. COLLECTION-MAINT. & REP 1&I MONTHLY ACTIVITY FEE - OCTOBER 2014	0000609155	11/13/14		11/13/14		45.89
											91.77
2914	41917	1	05422	2 4500	TOWLER, SCOTT A. R.C. STP-CONTRACTED SERV. SERVICES RE: RCSTP - OCTOBER 2014	14-100131	11/13/14		11/13/14		14,219.81
											14,219.81

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				Approximation of the control of the	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
			4	18,	VERIZON - PW FIOS 9583 R.C. COLLECUTILITIES 10/28/14 - 11/27/14 FIOS PW	102814-9583	11/13/14		11/13/14	·	79.99
			., .,								79.99
1431	41921	1	05420	3850	WEST GOSHEN TOWNSHIP C.C. WEST GOSHEN OPER/MAINT 3RD QTR.2014 OPERATIONS & MAINT. SEWER TREATMENT SYSTEM	102814	11/13/14		11/13/14		121,010,05
											121,010.05

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Req	‡	Budget#	Sub#	Description	Invoice Number	Req Date Check Dte	Recpt Dte Check#	Amount
	REF	USE						
41825	1	06427			4B100098	11/13/14	11/13/14	49,706.70
								49,706.70
			3140	LEGAL SERVICES	3170	11/13/14	11/13/14	1,499.87
				`		. Dad del più 300 300 100 (nò		1,499.87
				C.C. SOLID WASTE AUTHORITY				
41843	1	06427	4502		38551	11/13/14	11/13/14	5,228.83
41844	1	06427	4502		38467	11/13/14	11/13/14	7,745.84
		549 that then this last two 344						12,974.67
								488,792.03
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#### FUND SUMMARY

Fund	Bank Account	Amount	Description
	01	•	GENERAL FUND
03 05		•	SINKING FUND SEWER OPERATING
06	06	64,181.24	
		488 792 03	

#### PERIOD SUMMARY

Period	Amount
1411	488,792.03
•	488.792.03





4B Eves Drive, Suite 200 P.O. Box 961 Marlton, NJ 08053-3112

> t 856.985.5600 f 856.810.9065

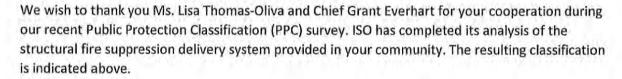
October 27, 2014

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

RE: East Goshen Ts, Chester County, Pennsylvania

Public Protection Classification: 04/4Y Effective Date: February 01, 2015

Dear Mr. Rick Smith,



Enclosed is a summary of the ISO analysis of your fire suppression services. If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision- making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."
- Communities graded with single "9" or "8B" classifications will remain intact.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

### Dominic Santanna

Dominic Santanna (800) 444-4554 Option 2

Encl.

cc:

Mr. Robert Fleming, Administrator, East Goshen TS

Ms. Lisa Thomas-Oliva, Administrative Assistant, Aqua PA Philadelphia Suburban Division

Chief Grant Everhart, Chief, Goshen Fire Company

Mr. Steven Watson, Assistant Deputy Director, Chester County Department of Emergency Service



# Public Protection Classification Summary Report

**East Goshen TS** 

**PENNSYLVANIA** 

Prepared by

Insurance Services Office, Inc. 4B Eves Drive, Suite 200 P.O. Box 961 Marlton, New Jersey 08053-3112 (856) 985-5600

October 2014

## **Background Information**

#### Introduction

ISO collects and evaluates information from communities in the United States on their structure fire suppression capabilities. The data is analyzed using our Fire Suppression Rating Schedule (FSRS™) and then a Public Protection Classification (PPC™) number is assigned to the community. The surveys are conducted whenever it appears that there is a possibility of a classification change. As such, the PPC program provides important, up-to-date information about fire protection services throughout the country.

The Fire Suppression Rating Schedule (FSRS) recognizes fire protection features only as they relate to suppression of first alarm structure fires. In many communities, fire suppression may be only a small part of the fire department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service, and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's Public Protection Classification, only features related to reducing property losses from structural fires are evaluated. Multiple alarms, simultaneous incidents and life safety are not considered in this evaluation. The PPC program evaluates the fire protection for small to average size buildings. Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Statistical data on insurance losses bears out the relationship between excellent fire protection — as measured by the PPC program — and low fire losses. So, insurance companies use PPC information for marketing, underwriting, and to help establish fair premiums for homeowners and commercial fire insurance. In general, the price of fire insurance in a community with a good PPC is substantially lower than in a community with a poor PPC, assuming all other factors are equal.

ISO is an independent company that serves insurance companies, communities, fire departments, insurance regulators, and others by providing information about risk. ISO's expert staff collects information about municipal fire suppression efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data and assigns a Public Protection Classification – a number from 1 to 10. Class 1 represents an exemplary fire suppression program, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A community's PPC depends on:

- Needed Fire Flows, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- Emergency Communications, including emergency reporting, telecommunicators, and dispatching systems.
- > Fire Department, including equipment, staffing, training, geographic distribution of fire companies, operational considerations, and community risk reduction.
- Water Supply, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gpm.

#### **Data Collection and Analysis**

ISO has evaluated and classified over 48,000 fire protection areas across the United States using its Fire Suppression Rating Schedule (FSRS). A combination of meetings between trained ISO field representatives and the dispatch center coordinator, community fire official, and water superintendent is used in conjunction with a comprehensive questionnaire to collect the data necessary to determine the PPC number. In order for a community to obtain a classification better then a Class 9, three elements of fire suppression features are reviewed. These three elements are Emergency Communications, Fire Department, and Water Supply.

A review of the **Emergency Communications** accounts for 10% of the total classification. This section is weighted at **10 points**, as follows:

•	Emergency Reporting	3 points
•	Telecommunicators	4 points
•	Dispatch Circuits	3 points

A review of the **Fire Department** accounts for 50% of the total classification. ISO focuses on a fire department's first alarm response and initial attack to minimize potential loss. The fire department section is weighted at **50 points**, as follows:

	Engine Companies	6 points
	Reserve Pumpers	0.5 points
	Pump Capacity	3 points
	Ladder/Service Companies	4 points
	Reserve Ladder/Service Trucks	0.5 points
	Deployment Analysis	10 points
	Company Personnel	15 points
	Training	9 points
	Operational considerations	2 points
•	Community Risk Reduction	5.5 points (in addition to the 50 points above)

A review of the **Water Supply** system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire suppression purposes. The water supply system is weighted at **40 points**, as follows:

•	Credit for Supply System	30 points
	Hydrant Size, Type & Installation	3 points
	Inspection & Flow Testing of Hydrants	7 points

There is one additional factor considered in calculating the final score - Divergence.

Even the best fire department will be less than fully effective if it has an inadequate water supply. Similarly, even a superior water supply will be less than fully effective if the fire department lacks the equipment or personnel to use the water. The FSRS score is subject to modification by a divergence factor, which recognizes disparity between the effectiveness of the fire department and the water supply.

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

#### **Public Protection Classification Number**

The PPC number assigned to the community will depend on the community's score on a 100-point scale:

PPC	Points		
1	90.00 or more		
2	80.00 to 89.99		
3	70.00 to 79.99		
4	60.00 to 69.99		
5	50.00 to 59.99		
6	40.00 to 49.99		
7	30.00 to 39.99		
8	20.00 to 29.99		
9	10.00 to 19.99		
10	0.00 to 9.99		

The classification numbers are interpreted as follows:

- Class 1 through (and including) Class 8 represents a fire suppression system that includes an FSRS creditable dispatch center, fire department, and water supply.
- Class 8B is a special classification that recognizes a superior level of fire
  protection in otherwise Class 9 areas. It is designed to represent a fire protection
  delivery system that is superior except for a lack of a water supply system
  capable of the minimum FSRS fire flow criteria of 250 gpm for 2 hours.
- Class 9 is a fire suppression system that includes a creditable dispatch center, fire department but no FSRS creditable water supply.
- Class 10 does not meet minimum FSRS criteria for recognition, including areas that are beyond five road miles of a recognized fire station.

#### New Public Protection Classifications effective July 1, 2014

We have revised our Public Protection Classifications (PPC™) to capture the effects of enhanced fire protection capabilities that reduce fire loss and fire severity in Split Class 9 and Split Class 8B areas (as outlined below). This new structure benefits the fire service, community, and property owner.

#### **New classifications**

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. Here are the new classifications and what they mean.

#### Split classifications

When we develop a split classification for a community — for example 5/9 — the first number is the class that applies to properties within 5 road miles of the responding fire station and 1,000 feet of a creditable water supply, such as a fire hydrant, suction point, or dry hydrant. The second number is the class that applies to properties within 5 road miles of a fire station but beyond 1,000 feet of a creditable water supply. We have revised the classification to reflect more precisely the risk of loss in a community, replacing Class 9 and 8B in the second part of a split classification with revised designations.

#### What's changed with the new classifications?

We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently displayed as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9".
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B".
- Communities graded with single "9" or "8B" classifications will remain intact.

Prior Classification	New Classification
1/9	1/1X
2/9	2/2X
3/9	3/3X
4/9	a/ax
5/9	5/5X
6/9	6/6X
7/9	7/7X
8/9	8/8X
9	9

Prior Classification	New Classification
1/88	1/17
2/88	2/27
3/8B	3/3Y
4/8B	a/av
5/8B	5/5Y
6/8B	6/67
7/88	7/79
8/8B	8/87
8B	88

What's changed?

As you can see, we're still maintaining split classes, but it's how we represent them to insurers that's changed. The new designations reflect a reduction in fire severity and loss and have the potential to reduce property insurance premiums.

#### Benefits of the revised split class designations

- To the fire service, the revised designations identify enhanced fire suppression capabilities used throughout the fire protection area
- To the community, the new classes reward a community's fire suppression efforts by showing a more reflective designation
- To the individual property owner, the revisions offer the potential for decreased property insurance premiums

#### New water class

Our data also shows that risks located more than 5 but less than 7 road miles from a responding fire station with a creditable water source within 1,000 feet had better loss experience than those farther than 5 road miles from a responding fire station with no creditable water source. We've introduced a new classification —10W — to recognize the reduced loss potential of such properties.

#### What's changed with Class 10W?

Class 10W is property-specific. Not all properties in the 5-to-7-mile area around the responding fire station will qualify. The difference between Class 10 and 10W is that the 10W-graded risk or property is within 1,000 feet of a creditable water supply. Creditable water supplies include fire protection systems using hauled water in any of the split classification areas.

#### What's the benefit of Class 10W?

10W gives credit to risks within 5 to 7 road miles of the responding fire station and within 1,000 feet of a creditable water supply. That's reflective of the potential for reduced property insurance premiums.

#### What does the fire chief have to do?

Fire chiefs don't have to do anything at all. The revised classifications will change automatically effective July 1, 2014*.

#### What if I have additional questions?

Feel free to contact ISO at 800.444.4554 or email us at PPC-Cust-Serv@iso.com.

*The new classifications do not apply in Texas.

#### Distribution of Public Protection Classification Numbers

The 2014 published countrywide distribution of communities by the Public Protection Classification number is as follows:



#### Assistance

The PPC program offers help to communities, fire departments and other public officials as they plan for, budget, and justify improvements. ISO is also available to assist in the understanding of the details of this evaluation.

ISO Public Protection representatives can be reached by telephone at (800) 444-4554. The technical specialists at this telephone number have access to the details of this evaluation and can effectively speak with you about your PPC questions. What's more, we can be reached via the internet at <a href="https://www.isomitigation.com/talk/">www.isomitigation.com/talk/</a>.

We also have a website dedicated to our Community Hazard Mitigation Classification programs at <a href="https://www.isomitigation.com">www.isomitigation.com</a>. Here, fire chiefs, building code officials, community leaders and other interested citizens can access a wealth of data describing the criteria used in evaluating how cities and towns are protecting residents from fire and other natural hazards. This website will allow you to learn more about ISO's Public Protection Classification program. The website provides important background information, insights about the PPC grading processes and technical documents. ISO is also pleased to offer Fire Chiefs Online — a special secured website with information and features that can help improve your ISO Public Protection Classification, including a list of the Needed Fire Flows for all the commercial occupancies ISO has on file for your community. Visitors to the site can download information, see statistical results and also contact ISO for assistance.

In addition, on-line access to the Fire Suppression Rating Schedule and its commentaries is available to registered customers for a fee. However, fire chiefs and community chief administrative officials are given access privileges to this information without charge.

To become a registered fire chief or community chief administrative official, register at www.isomitigation.com.

#### **Public Protection Classification**

ISO concluded its review of the fire suppression features being provided for East Goshen TS. The resulting community classification is **Class 04/4Y**.

If the classification is a single class, the classification applies to properties with a Needed Fire Flow of 3,500 gpm or less in the community. If the classification is a split class (e.g., 6/XX):

- ➤ The first class (e.g., "6" in a 6/XX) applies to properties within 5 road miles of a recognized fire station and within 1,000 feet of a fire hydrant or alternate water supply.
- > The second class (XX or XY) applies to properties beyond 1,000 feet of a fire hydrant but within 5 road miles of a recognized fire station.
- Alternative Water Supply: The first class (e.g., "6" in a 6/10) applies to properties within 5 road miles of a recognized fire station with no hydrant distance requirement.
- Class 10 applies to properties over 5 road miles of a recognized fire station.
- Class 10W applies to properties within 5 to 7 road miles of a recognized fire station with a recognized water supply within 1,000 feet.
- Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

FSRS Feature	Earned Credit	Credit Available
Emergency Communications 414. Credit for Emergency Reporting 422. Credit for Telecommunicators 432. Credit for Dispatch Circuits	1.95 3.20 2.76	3 4 3
440. Credit for Receiving and Handling Fire Alarms	7.91	10
Fire Department 513. Credit for Engine Companies 523. Credit for Reserve Pumpers 532. Credit for Pump Capacity 549. Credit for Ladder Service 553. Credit for Reserve Ladder and Service Trucks 561. Credit for Deployment Analysis 571. Credit for Company Personnel 581. Credit for Training 730. Credit for Operational Considerations	6.00 0.00 3.00 4.00 0.19 6.16 3.51 3.23 2.00	6 0.50 3 4 0.50 10 15 9
590. Credit for Fire Department	28.09	50
Water Supply 616. Credit for Supply System 621. Credit for Hydrants 631. Credit for Inspection and Flow Testing	20.67 3.00 5.60	30 3 7
640. Credit for Water Supply	29.27	40
Divergence 1050. Community Risk Reduction	-3.40 1.10	5.50
Total Credit	62.97	105.50

#### **Emergency Communications**

Ten percent of a community's overall score is based on how well the communications center receives and dispatches fire alarms. Our field representative evaluated:

- · Communications facilities provided for the general public to report structure fires
- Enhanced 9-1-1 Telephone Service including wireless
- · Computer-aided dispatch (CAD) facilities
- · Alarm receipt and processing at the communication center
- Training and certification of telecommunicators
- · Facilities used to dispatch fire department companies to reported structure fires

	Earned Credit	Credit Available
414. Credit Emergency Reporting	1.95	3
422. Credit for Telecommunicators	3.20	4
432. Credit for Dispatch Circuits	2.76	3
Item 440. Credit for Emergency Communications:	7.91	10

# Item 414 - Credit for Emergency Reporting (3 points)

The first item reviewed is Item 414 "Credit for Emergency Reporting (CER)". This item reviews the emergency communication center facilities provided for the public to report fires including 911 systems (Basic or Enhanced), Wireless Phase I and Phase II, Voice over Internet Protocol, Computer Aided Dispatch and Geographic Information Systems for automatic vehicle location. ISO uses National Fire Protection Association (NFPA) 1221, Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems as the reference for this section.

tem 410. Emergency Reporting (CER)	Earned Credit	Credit Available
A./B. Basic 9-1-1, Enhanced 9-1-1 or No 9-1-1	20.00	20
For maximum credit, there should be an Enhanced 9-1-1 system, Basic 9-1-1 and No 9-1-1 will receive partial credit.		
1. E9-1-1 Wireless	25.00	25
Wireless Phase I using Static ALI (automatic location identification) Functionality (10 points); Wireless Phase II using Dynamic ALI Functionality (15 points); Both available will be 25 points		
2. E9-1-1 Voice over Internet Protocol (VoIP)	10.00	25
Static VoIP using Static ALI Functionality (10 points); Nomadic VoIP using Dynamic ALI Functionality (15 points); Both available will be 25 points		
3. Computer Aided Dispatch	10.00	15
Basic CAD (5 points); CAD with Management Information System (5 points); CAD with Interoperability (5 points)		
4. Geographic Information System (GIS/AVL)	0.00	15
The PSAP uses a fully integrated CAD/GIS management system with automatic vehicle location (AVL) integrated with a CAD system providing dispatch assignments.		
Review of Emergency Reporting total:	65.00	100

# Item 422- Credit for Telecommunicators (4 points)

The second item reviewed is Item 422 "Credit for Telecommunicators (TC)". This item reviews the number of Telecommunicators on duty at the center to handle fire calls and other emergencies. All emergency calls including those calls that do not require fire department action are reviewed to determine the proper staffing to answer emergency calls and dispatch the appropriate emergency response. NFPA 1221, Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems, recommends that ninety-five percent of emergency calls shall be answered within 15 seconds and ninety-nine percent of emergency calls shall be answered within 40 seconds. In addition, NFPA recommends that ninety percent of emergency alarm processing shall be completed within 60 seconds and ninety-nine percent of alarm processing shall be completed within 90 seconds of answering the call.

To receive full credit for operators on duty, ISO must review documentation to show that the communication center meets NFPA 1221 call answering and dispatch time performance measurement standards. This documentation may be in the form of performance statistics or other performance measurements compiled by the 9-1-1 software or other software programs that are currently in use such as Computer Aided Dispatch (CAD) or Management Information System (MIS).

Item 420. Telecommunicators (CTC)	Earned Credit	Credit Available
A1. Alarm Receipt (AR)	20.00	20
Receipt of alarms shall meet the requirements in accordance with the criteria of NFPA 1221		
A2. Alarm Processing (AP)	20.00	20
Processing of alarms shall meet the requirements in accordance with the criteria of NFPA 1221	-111	
B. Emergency Dispatch Protocols (EDP)	0.00	20
Telecommunicators have emergency dispatch protocols (EDP) containing questions and a decision-support process to facilitate correct call categorization and prioritization.		
C. Telecommunicator Training and Certification (TTC)	20.00	20
Telecommunicators meet the qualification requirements referenced in NFPA 1061, Standard for Professional Qualifications for Public Safety Telecommunicator, and/or the Association of Public-Safety Communications Officials - International (APCO) Project 33.  Telecommunicators are certified in the knowledge, skills, and abilities corresponding to their job functions.		
D. Telecommunicator Continuing Education and Quality Assurance (TQA)	20.00	20
Telecommunicators participate in continuing education and/or in-service training and quality-assurance programs as appropriate for their positions		
Review of Telecommunicators total:	80.00	100

#### Item 432 - Credit for Dispatch Circuits (3 points)

The third item reviewed is Item 432 "Credit for Dispatch Circuits (CDC)". This item reviews the dispatch circuit facilities used to transmit alarms to fire department members. A "Dispatch Circuit" is defined in NFPA 1221 as "A circuit over which an alarm is transmitted from the communications center to an emergency response facility (ERF) or emergency response units (ERUs) to notify ERUs to respond to an emergency". All fire departments (except single fire station departments with full-time firefighter personnel receiving alarms directly at the fire station) need adequate means of notifying all firefighter personnel of the location of reported structure fires. The dispatch circuit facilities should be in accordance with the general criteria of NFPA 1221. "Alarms" are defined in this Standard as "A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency".

There are two different levels of dispatch circuit facilities provided for in the Standard – a primary dispatch circuit and a secondary dispatch circuit. In jurisdictions that receive 730 alarms or more per year (average of two alarms per 24-hour period), two separate and dedicated dispatch circuits, a primary and a secondary, are needed. In jurisdictions receiving fewer than 730 alarms per year, a second dedicated dispatch circuit is not needed. Dispatch circuit facilities installed but not used or tested (in accordance with the NFPA Standard) receive no credit.

The score for Credit for Dispatch Circuits (CDC) is influenced by monitoring for integrity of the primary dispatch circuit. There are up to 0.90 points available for this Item. Monitoring for integrity involves installing automatic systems that will detect faults and failures and send visual and audible indications to appropriate communications center (or dispatch center) personnel. ISO uses NFPA 1221 to guide the evaluation of this item. ISO's evaluation also includes a review of the communication system's emergency power supplies.

Item 432 "Credit for Dispatch Circuits (CDC)" = 2.76 points

#### **Fire Department**

Fifty percent of a community's overall score is based upon the fire department's structure fire suppression system. ISO's field representative evaluated:

- Engine and ladder/service vehicles including reserve apparatus
- · Equipment carried
- · Response to reported structure fires
- Deployment analysis of companies
- · Available and/or responding firefighters
- Training

	Earned Credit	Credit Available
513. Credit for Engine Companies	6.00	6
523. Credit for Reserve Pumpers	0.00	0.5
532. Credit for Pumper Capacity	3.00	3
549. Credit for Ladder Service	4.00	4
553. Credit for Reserve Ladder and Service Trucks	0.19	0.5
561. Credit for Deployment Analysis	6.16	10
571. Credit for Company Personnel	3,51	15
581. Credit for Training	3.23	9
581. Credit for Operational Considerations	2.00	2
Item 590. Credit for Fire Department:	28.09	50

#### **Basic Fire Flow**

The Basic Fire Flow for the community is determined by the review of the Needed Fire Flows for selected buildings in the community. The fifth largest Needed Fire Flow is determined to be the Basic Fire Flow. The Basic Fire Flow has been determined to be 3000 gpm.

#### Item 513 - Credit for Engine Companies (6 points)

The first item reviewed is Item 513 "Credit for Engine Companies (CEC)". This item reviews the number of engine companies, their pump capacity, hose testing, pump testing and the equipment carried on the in-service pumpers. To be recognized, pumper apparatus must meet the general criteria of NFPA 1901, Standard for Automotive Fire Apparatus which include a minimum 250 gpm pump, an emergency warning system, a 300 gallon water tank, and hose. At least 1 apparatus must have a permanently mounted pump rated at 750 gpm or more at 150 psi.

The review of the number of needed pumpers considers the response distance to built-upon areas; the Basic Fire Flow; and the method of operation. Multiple alarms, simultaneous

incidents, and life safety are not considered.

The greatest value of A, B, or C below is needed in the fire district to suppress fires in structures with a Needed Fire Flow of 3,500 gpm or less: 3 engine companies

- a) 2 engine companies to provide fire suppression services to areas to meet NFPA 1710 criteria or within 1½ miles.
- b) 3 engine companies to support a Basic Fire Flow of 3000 gpm.
- 2 engine companies based upon the fire department's method of operation to provide a minimum two engine response to all first alarm structure fires.

The FSRS recognizes that there are 3 engine companies in service.

The FSRS also reviews Automatic Aid. Automatic Aid is considered in the review as assistance dispatched automatically by contractual agreement between two communities or fire districts. That differs from mutual aid or assistance arranged case by case. ISO will recognize an Automatic Aid plan under the following conditions:

- It must be prearranged for first alarm response according to a definite plan. It is preferable to have a written agreement, but ISO may recognize demonstrated performance.
- The aid must be dispatched to all reported structure fires on the initial alarm.
- The aid must be provided 24 hours a day, 365 days a year.

FSRS Item 512.D "Automatic Aid Engine Companies" responding on first alarm and meeting the needs of the city for basic fire flow and/or distribution of companies are factored based upon the value of the Automatic Aid plan (up to 1.00 can be used as the factor). The Automatic Aid factor is determined by a review of the Automatic Aid provider's communication facilities, how they receive alarms from the graded area, inter-department training between fire departments, and the fire ground communications capability between departments.

For each engine company, the credited Pump Capacity (PC), the Hose Carried (HC), the Equipment Carried (EC) all contribute to the calculation for the percent of credit the FSRS provides to that engine company.

Item 513 "Credit for Engine Companies (CEC)" = 6.00 points

#### Item 523 - Credit for Reserve Pumpers (0.50 points)

The item is Item 523 "Credit for Reserve Pumpers (CRP)". This item reviews the number and adequacy of the pumpers and their equipment. The number of needed reserve pumpers is 1 for each 8 needed engine companies determined in Item 513, or any fraction thereof.

Item 523 "Credit for Reserve Pumpers (CRP)" = 0.00 points

# Item 532 - Credit for Pumper Capacity (3 points)

The next item reviewed is Item 532 "Credit for Pumper Capacity (CPC)". The total pump capacity available should be sufficient for the Basic Fire Flow of 3000 gpm. The maximum needed pump capacity credited is the Basic Fire Flow of the community.

Item 532 "Credit for Pumper Capacity (CPC)" = 3.00 points

## Item 549 - Credit for Ladder Service (4 points)

The next item reviewed is Item 549 "Credit for Ladder Service (CLS)". This item reviews the number of response areas within the city with 5 buildings that are 3 or more stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria. The height of all buildings in the city, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies. Response areas not needing a ladder company should have a service company. Ladders, tools and equipment normally carried on ladder trucks are needed not only for ladder operations but also for forcible entry, ventilation, salvage, overhaul, lighting and utility control.

The number of ladder or service companies, the height of the aerial ladder, aerial ladder testing and the equipment carried on the in-service ladder trucks and service trucks is compared with the number of needed ladder trucks and service trucks and an FSRS equipment list. Ladder trucks must meet the general criteria of NFPA 1901, Standard for Automotive Fire Apparatus to be recognized.

The number of needed ladder-service trucks is dependent upon the number of buildings 3 stories or 35 feet or more in height, buildings with a Needed Fire Flow greater than 3,500 gpm, and the method of operation.

The FSRS recognizes that there are **1 ladder companies** in service. These companies are needed to provide fire suppression services to areas to meet NFPA 1710 criteria or within 2½ miles and the number of buildings with a Needed Fire Flow over 3,500 gpm or 3 stories or more in height, or the method of operation.

The FSRS recognizes that there are 1 service companies in service.

Item 549 "Credit for Ladder Service (CLS)" = 4.00 points

# Item 553 – Credit for Reserve Ladder and Service Trucks (0.50 points)

The next item reviewed is Item 553 "Credit for Reserve Ladder and Service Trucks (CRLS)". This item considers the adequacy of ladder and service apparatus when one (or more in larger communities) of these apparatus are out of service. The number of needed reserve ladder and service trucks is 1 for each 8 needed ladder and service companies that were determined to be needed in Item 540, or any fraction thereof.

Item 553 "Credit for Reserve Ladder and Service Trucks (CRLS)" = 0.19 points

# ltem 561 – Deployment Analysis (10 points)

Next, Item 561 "Deployment Analysis (DA)" is reviewed. This Item examines the number and adequacy of existing engine and ladder-service companies to cover built-upon areas of the city.

To determine the Credit for Distribution, first the Existing Engine Company (EC) points and the Existing Engine Companies (EE) determined in Item 513 are considered along with Ladder Company Equipment (LCE) points, Service Company Equipment (SCE) points, Engine-Ladder Company Equipment (ELCE) points, and Engine-Service Company Equipment (ESCE) points determined in Item 549.

Secondly, as an alternative to determining the number of needed engine and ladder/service companies through the road-mile analysis, a fire protection area may use the results of a systematic performance evaluation. This type of evaluation analyzes computer-aided dispatch (CAD) history to demonstrate that, with its current deployment of companies, the fire department meets the time constraints for initial arriving engine and initial full alarm assignment in accordance with the general criteria of in NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.

A determination is made of the percentage of built upon area within 1½ miles of a first-due engine company and within 2½ miles of a first-due ladder-service company.

Item 561 "Credit Deployment Analysis (DA)" = 6.16 points

# Item 571 - Credit for Company Personnel (15 points)

Item 571 "Credit for Company Personnel (CCP)" reviews the average number of existing firefighters and company officers available to respond to reported first alarm structure fires in the city.

The on-duty strength is determined by the yearly average of total firefighters and company officers on-duty considering vacations, sick leave, holidays, "Kelley" days and other absences. When a fire department operates under a minimum staffing policy, this may be used in lieu of determining the yearly average of on-duty company personnel.

Firefighters on apparatus not credited under Items 513 and 549 that regularly respond to reported first alarms to aid engine, ladder, and service companies are included in this item as increasing the total company strength.

Firefighters staffing ambulances or other units serving the general public are credited if they participate in fire-fighting operations, the number depending upon the extent to which they are available and are used for response to first alarms of fire.

On-Call members are credited on the basis of the average number staffing apparatus on first alarms. Off-shift career firefighters and company officers responding on first alarms are considered on the same basis as on-call personnel. For personnel not normally at the fire station, the number of responding firefighters and company officers is divided by 3 to reflect the time needed to assemble at the fire scene and the reduced ability to act as a team due to the various arrival times at the fire location when compared to the personnel on-duty at the fire station during the receipt of an alarm.

The number of Public Safety Officers who are positioned in emergency vehicles within the jurisdiction boundaries may be credited based on availability to respond to first alarm structure fires. In recognition of this increased response capability the number of responding Public Safety Officers is divided by 2.

The average number of firefighters and company officers responding with those companies credited as Automatic Aid under Items 513 and 549 are considered for either on-duty or on-call company personnel as is appropriate. The actual number is calculated as the average number of company personnel responding multiplied by the value of AA Plan determined in Item 512.D.

The maximum creditable response of on-duty and on-call firefighters is 12, including company officers, for each existing engine and ladder company and 6 for each existing service company.

Chief Officers are not creditable except when more than one chief officer responds to alarms; then extra chief officers may be credited as firefighters if they perform company duties.

The FSRS recognizes 1.31 on-duty personnel and an average of 15.00 on-call personnel responding on first alarm structure fires.

Item 571 "Credit for Company Personnel (CCP)" = 3.51 points

# Item 581 - Credit for Training (9 points)

Fraining	Earned Credit	Credit Available
A. Facilities, and Use  For maximum credit, each firefighter should receive 18 hours per month in structure fire related subjects as outlined in NFPA 1001.	18.5	35
B. Company Training  For maximum credit, each firefighter should receive 16 hours per month in structure fire related subjects as outlined in NFPA 1001.	2.19	25
C. Classes for Officers  For maximum credit, each officer should be certified in accordance with the general criteria of NFPA 1021. Additionally, each officer should receive 12 hours of continuing education on or off site.	2.18	12
D. New Driver and Operator Training  For maximum credit, each new driver and operator should receive 60 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.	5.00	5
E. Existing Driver and Operator Training  For maximum credit, each existing driver and operator should receive 12 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.	1.25	5
F. Training on Hazardous Materials  For maximum credit, each firefighter should receive 6 hours of training for incidents involving hazardous materials in accordance with NFPA 472.	1.00	1
G. Recruit Training  For maximum credit, each firefighter should receive 240 hours of structure fire related training in accordance with NFPA 1001 within the first year of employment or tenure.	5.00	5
H. Pre-Fire Planning Inspections For maximum credit, pre-fire planning inspections of each commercial, industrial, institutional, and other similar type building (all buildings except 1-4 family dwellings) should be made annually by company members. Records of inspections should include up-to date notes and sketches.	0.00	12

Item 580 "Credit for Training (CT)" = 3.23 points

# Item 730 – Operational Considerations (2 points)

Item 730 "Credit for Operational Considerations (COC)" evaluates fire department standard operating procedures and incident management systems for emergency operations involving structure fires.

Operational Considerations	Earned Credit	Credit Available
Standard Operating Procedures	50	50
The department should have established SOPs for fire department general emergency operations		
Incident Management Systems	50	50
The department should use an established incident management system (IMS)		
Operational Considerations total:	100	100

Item 730 "Credit for Operational Considerations (COC)" = 2.00 points

#### Water Supply

Forty percent of a community's overall score is based on the adequacy of the water supply system. The ISO field representative evaluated:

- the capability of the water distribution system to meet the Needed Fire Flows at selected locations up to 3,500 gpm.
- size, type and installation of fire hydrants.
- inspection and flow testing of fire hydrants.

	Earned Credit	Credit Available
616. Credit for Supply System	20.67	30
621. Credit for Hydrants	3.00	3
631. Credit for Inspection and Flow Testing	5.60	7
Item 640. Credit for Water Supply:	29.27	40

#### Item 616 – Credit for Supply System (30 points)

The first item reviewed is Item 616 "Credit for Supply System (CSS)". This item reviews the rate of flow that can be credited at each of the Needed Fire Flow test locations considering the supply works capacity, the main capacity and the hydrant distribution. The lowest flow rate of these items is credited for each representative location. A water system capable of delivering 250 gpm or more for a period of two hours plus consumption at the maximum daily rate at the fire location is considered minimum in the ISO review.

Where there are 2 or more systems or services distributing water at the same location, credit is given on the basis of the joint protection provided by all systems and services available.

The supply works capacity is calculated for each representative Needed Fire Flow test location, considering a variety of water supply sources. These include public water supplies, emergency supplies (usually accessed from neighboring water systems), suction supplies (usually evidenced by dry hydrant installations near a river, lake or other body of water), and supplies developed by a fire department using large diameter hose or vehicles to shuttle water from a source of supply to a fire site. The result is expressed in gallons per minute (gpm).

The normal ability of the distribution system to deliver Needed Fire Flows at the selected building locations is reviewed. The results of a flow test at a representative test location will indicate the ability of the water mains (or fire department in the case of fire department supplies) to carry water to that location.

The hydrant distribution is reviewed within 1,000 feet of representative test locations measured as hose can be laid by apparatus.

For maximum credit, the Needed Fire Flows should be available at each location in the district. Needed Fire Flows of 2,500 gpm or less should be available for 2 hours; and Needed Fire Flows of 3,000 and 3,500 gpm should be obtainable for 3 hours.

Item 616 "Credit for Supply System (CSS)" = 20.67 points

#### Item 621 - Credit for Hydrants (3 points)

The second item reviewed is Item 621 "Credit for Hydrants (CH)". This item reviews the number of fire hydrants of each type compared with the total number of hydrants.

There are a total of 1000 hydrants in the graded area.

620. Hydrants, - Size, Type and Installation	Number of Hydrants
A. With a 6 -inch or larger branch and a pumper outlet with or without 2½ -inch outlets	1000
B. With a 6 -inch or larger branch and no pumper outlet but two or more 2½ -inch outlets, or with a small foot valve, or with a small barrel	0
C./D. With only a 2½ -inch outlet or with less than a 6 -inch branch	0
E./F. Flush Type, Cistern, or Suction Point	0

# Item 621 "Credit for Hydrants (CH)" = 3.00 points

# Item 630 - Credit for Inspection and Flow Testing (7 points)

The third item reviewed is Item 630 "Credit for Inspection and Flow Testing (CIT)". This item reviews the fire hydrant inspection frequency, and the completeness of the inspections. Inspection of hydrants should be in accordance with AWWA M-17, Installation, Field Testing and Maintenance of Fire Hydrants.

Frequency of Inspection (FI): Average interval between the 3 most recent inspections.

Frequency	Points
1 year	30
2 years	20
3 years	10
4 years	5
5 years or more	No Credit

**Note**: The points for inspection frequency are reduced by 10 points if the inspections are incomplete or do not include a flushing program. An additional reduction of 10 points are made if hydrants are not subjected to full system pressure during inspections. If the inspection of cisterns or suction points does not include actual drafting with a pumper, or back-flushing for dry hydrants, 20 points are deducted.

# Total points for Inspections = 3.20 points

Frequency of Fire Flow Testing (FF): Average interval between the 3 most recent inspections.

Frequency	Points
5 years	40
6 years	30
7 years	20
8 years	10
9 years	5
10 years or more	No Credit
10 years or more	No Gredit

Total points for Fire Flow Testing = 2.40 points

Item 631 "Credit for Inspection and Fire Flow Testing (CIT)" = 5.60 points

# Divergence = -3.40

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

# Community Risk Reduction

	Earned Credit	Credit Available
1025. Credit for Fire Prevention and Code Enforcement (CPCE)	0.00	2.2
1033. Credit for Public Fire Safety Education (CFSE)	0.55	2.2
1044. Credit for Fire Investigation Programs (CIP)	0.55	1.1
Item 1050. Credit for Community Risk Reduction	1.10	5.50

Item 1025 – Credit for Fire Prevention Code Adoption and Enforcement (2.2 points)	Earned Credit	Credit Available
Fire Prevention Code Regulations (PCR)  Evaluation of fire prevention code regulations in effect.	0.00	- 10
Fire Prevention Staffing (PS)  Evaluation of staffing for fire prevention activities.	0.00	8
Fire Prevention Certification and Training (PCT)  Evaluation of the certification and training of fire prevention code enforcement personnel.	0.00	6
Fire Prevention Programs (PCP)  Evaluation of fire prevention programs.	0.00	16
Review of Fire Prevention Code and Enforcement (CPCE) subtotal:	0.00	40

Item 1033 – Credit for Public Fire Safety Education (2.2 points)	Earned Credit	Credit Available	
Public Fire Safety Educators Qualifications and Training (FSQT)  Evaluation of public fire safety education personnel training and qualification as specified by the authority having jurisdiction.	0.00	10	
Public Fire Safety Education Programs (FSP)  Evaluation of programs for public fire safety education.	10.00	30	
Review of Public Safety Education Programs (CFSE) subtotal:	10.00	40	

Item 1044 – Credit for Fire Investigation Programs (1.1 points)	Earned Credit	Credit Available
Fire Investigation Organization and Staffing (IOS)  Evaluation of organization and staffing for fire investigations.	4.00	8
Fire Investigator Certification and Training (IQT)  Evaluation of fire investigator certification and training.	0.00	6
Use of National Fire Incident Reporting System (IRS)  Evaluation of the use of the National Fire Incident Reporting System (NFIRS) for the 3 years before the evaluation.	6.00	6
Review of Fire Prevention Code and Enforcement (CPCE) subtotal:	10.00	20

# Summary of Public Protection Classification Review

# Completed by ISO

for

# East Goshen TS

FSRS Item	Earned Credit	Credit Available
Emergency Reporting 414. Credit for Emergency Reporting 422. Credit for Telecommunicators 432. Credit for Dispatch Circuits	1.95 3.20 2.76	3 4 3
440. Credit for Receiving and Handling Fire Alarms	7.91	10
Fire Department 513. Credit for Engine Companies 523. Credit for Reserve Pumpers 532. Credit for Pumper Capacity 549. Credit for Ladder Service 553. Credit for Reserve Ladder and Service Trucks 561. Credit for Deployment Analysis 571. Credit for Company Personnel 581. Credit for Training 730. Credit for Operational Considerations 590. Credit for Fire Department	6.00 0.00 3.00 4.00 0.19 6.16 3.51 3.23 2.00	6 0.5 3 4 0.5 10 15 9 2
Water Supply 616. Credit for Supply System 621. Credit for Hydrants 631. Credit for Inspection and Flow Testing 640. Credit for Water Supply  Divergence	20.67 3.00 5.60 29.27 -3.40	30 3 7 40
1050. Community Risk Reduction	1.10	5.50
Total Credit	62.97	105.5

# **Final Community Classification = 04/4Y**

# INSURANCE SERVICES OFFICE, INC.

# HYDRANT FLOW DATA SUMMARY

County Pennsylvania(Chester) City East Goshen Ts State PENNSYLVA NIA (37)

Witnessed by: Insurance Services Office

Date: Aug 28, 2014

	8a	∞	7	6	5	4a	4	ı	2	1a	1	NO.	
												DIST.*	
	Wrights La w/o Airport Rd (W. Goshen TS)	Wrights La w/o Airport Rd (W. Goshen TS)	Mary Fran Dr n/o West Chester Pk	Waterview Rd n/o West Chester Pk	West Chester Pk e/o Ellis La	Cheshire Circle w/o White Chimney Rd	Cheshire Circle w/o White Chimney Rd	Chester Rd s/o Paoli Pike	Enterprise Dr w/o Boot Rd	Glenwood La n/o Chandler Dr	Glenwood La n/o Chandler Dr	AESI EOCAHON	SECT 1 COLUMN
	Aqua PA Philadelphia Suburban Division, Main	SERVICE	CEDYNCE										
	1140	1140	1450	1230	1210	750	750	1190	1110	790	790	E 5	
	0	0	0	0	0	0	0	0	0	0	0	HYDRANTS	FLOW - GPM Q=(29.83(C(d ² )
	0	0	0	0	0	0	0	0	0	o.	0		FLOW - GPM $Q=(29.83(C(d^2)p^{0.5}))$
	1140	1140	1450	1230	1210	750	750	1190	1110	790	790	IOIAL	TOTAL
	105	105	128	66	77	65	65	72	80	60	60	SIAIIC	PRES
	70	70	115	58	65	50	50	48	56	28	28	KESIU.	PRESSURE PSI
	3000	4000	2000	1750	2000	500	2250	3000	3500	2250	4000	**	FLOW -AT 20 PSI
	1800	1800	4500	3200	2800	1400	1400	1800	1800	900	900	AVAIL.	T 20 PSI
							(A)-(1500.0 gpm)		(A)-(3000.0 gpm)			KEMARKS	
												MODEL LYPE	

CONDITION.

THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.

^{*}Ce...m = Commercial; Res = Residential.

*Needed is the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.

*** (A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.



November 6, 2014

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

Dear Mr. Smith:

This letter is in regards to the 2014 Automated Red Light Enforcement (ARLE) Funding Program Application.

I regret to inform you that the Paoli Pike Pedestrian Crossing Project was not selected for funding during Pennsylvania's 2014 ARLE Funding Program round. This was not due to a negative perception of the project or its merits, but rather a reflection on the number of quality applications received and the limited funding available.

Even though your project was not selected, I encourage you to continue this project in your community, even in the absence of ARLE Program funding.

Thank you for your interest in the ARLE Program we and look forward to East Goshen Township's participation in future ARLE funding rounds.

Sincerely,

Richard N. Roman, P.E., Director Bureau of Maintenance and Operations

# JOHN H. JAMGOCHIAN

650 MARYDELL DRIVE · WEST CHESTER, PA 19380 · 610-918-9956 · REALTORJOHNJAM@GMAIL.COM

Board of Supervisors East Goshen Township 1580 Paoli Pike West Chester, PA. 19380 November 5, 2014

To: The Board of Supervisors, Park and Recreations Commission and Township Manager, Mr. Rick Smith.

I am writing to inform you that as of the end of this year 2014, I will be resigning as a member of the park and recreation commission. It was an absolute pleasure meeting and getting to know all of you over the past couple years. I thank you and feel fortunate that I was able to help serve East Goshen Township and the Park and Recreation Commission.

Sincerely,

John H. Jamgochian

TEXAS EASTERN TRANSMISSION, LP Attn: William C. Savage 560 Pottstown Pike Chester Springs, PA 19425

610.458.1718 office 610.458.1750 fax wcsavage@spectraenergy.com



November 1,2014

NOV - 5 2014

East Goshen Township 1580 Paoli Pike West Chester, PA 19380

Re: Line No 1-A/1-H

**RW No 063Y** 

Tax Map No. 5301R059000

State of Pennsylvania

County of Chester

Dear Landowner:

The purpose of this letter is to inform you that Texas Eastern Transmission, LP (TETLP) has work scheduled within its existing easement on your property. The scope of this work will involve accessing and mowing the easement area. In addition, any trees within the maintained easement area or overhanging branches mayl be removed. Work is scheduled to begin the week of November 3, 2014 and be completed by late fall. Access to these areas will be in accordance with the rights granted within the existing right of way agreement which may include existing road ways and/or farm lanes. Please rest assured that the disturbed areas will be cleaned up upon completion of these maintenance activities.

In addition should there be a loss of annual crop production as a result of this work I will be happy to meet with you to discuss compensation.

Should you be aware of or have any special concerns prior to entry such as live stock fencing, underground water lines, etc. please do not hesitate to contact me directly. I look forward to working with you to make this a positive experience.

Sincerely,

William C. Savage

William Savage Senior Right of Way Specialist

cc: Houston R/W File

# 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: November 10, 2014
To: Board of Supervisors

From: Rick Smith, Township Manager Re: Sunoco Remediation Report

We received the July 1st thru September 30th, 2014 Remedial Action Progress Report from Sunoco and 2 of the test wells have a MTBE reading above the State Limit (20 ug/l).

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

F:\Data\Shared Data\Property Management\53-4\53-4-2 (1431 Paoli Pike)\Sunoco\Memo to BOS 111014.doc

### Remedial Action Progress Report Third 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 (PADER) 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 dewatered 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 would remain off for at least one quarter while the aguifer response is evaluated.
- ♦ The remediation system was restarted on April 18, 2014.

#### **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: 84.11 feet (MW-12) to 75.44 feet (MW-14)

Shallow Bedrock: 84.13 feet (MW-12B) to 75.44 feet

(MW-14B)

Hydraulic Gradient: Shallow: 0.013 feet per foot to the northeast

Deep: 0.013 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 *Disp/Line 2*. 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

A groundwater sampling event was completed on July 7, 2014 and included collection of liquid-level data from all onsite and off-site wells and collection of groundwater quality samples 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

System operations and maintenance (O&M) visits were performed throughout the reporting period. Dissolved-phase hydrocarbon recovery data are summarized in Table 2. Groundwater system performance graphs are included in Appendix C.

• System sampling was conducted in accordance with the National Pollutant Discharge Elimination System (NPDES) Permit for the Site. The system sampling analytical data are summarized in Table 3.

# REMEDIATION SYSTEM INFORMATION

- ◆ Type of System: Vacuum Enhanced Groundwater Extraction (VEGE)
- Permanent Operation Dates:
  - o Groundwater June 28, 2010 to December 31, 2013; April 18, 2014 to present
  - o <u>SVE</u>: September 27, 2012 to December 23, 2012; March 19, 2013 to December 31, 2013; May 22, 2014 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: 233,252

- ♦ Average Groundwater Recovery Rate this Reporting Period: 1.76 GPM
- ♦ Total Groundwater Recovered through September 26, 2014: 3,538,725 gallons
  - o Totalizer replaced 4/18/14 at 1,363,333 gallons
- ♦ Total Dissolved-Phase MTBE Recovered through September 26, 2014: 127.99 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 October 2014.
- Continue to operate and optimize the remediation system with regularly scheduled O&M visits (weekly visits to maintain operational efficiency and to prevent fouling of transfer pumps and other system components).
- ♦ Continue to collect system samples and submit monthly Discharge Monitoring Reports (DMRs) in accordance with the NPDES Permit.

#### **ATTACHMENTS**

Figure 1	Groundwater Analytical and Gradient Map - Overburden (Shallow) Wells
	July 7, 2014
Figure 2	Groundwater Analytical and Gradient Map - Shallow Bedrock (Deep) Wells
,	July 7, 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
Appendix C	Groundwater System Performance Charts





November 4, 2014

**EGOS0000** 

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

Re:

Fee Schedule for Year 2015 East Goshen Township

Dear Rick:

Pennoni Associates Inc. is proud to have East Goshen Township as a client and is looking forward to working with you and Township staff in 2015.

The proposed rates shown below for 2015 apply to our work as Township Engineer, and these rates are the same as those proposed for our Municipal Authority appointment for 2015.

Township Engineer	\$115/hr
Senior Engineer	\$110/hr
Project Engineer	\$ 97/hr
Staff Engineer	\$ 90/hr
Senior Engineering Technician	\$ 85/hr
Associate Engineer	\$ 85/hr
Graduate Engineer	\$ 77/hr
Engineering Technician II	\$ 77/hr
Engineering Technician I	\$ 67/hr
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We are proposing an increase of \$2.00 per classification, resulting in a range of increases from 1.8% to 3.1%, for an average increase of approximately 2.4%.

If you have any questions, please feel free to contact me.

Sincerely,

PENNONI ASSOCIATES INC.

Nathan Cline, PE Township Engineer

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The public should be made aware of useless grants (\$52,500 total \$70,000) to study more trails. There are many trails throughout Chester County and East Goshen Township. East Goshen Township is 95% built out. We spent millions and millions of dollars to create walking trails. Why do we need more? There are approved plans for a trail down Line Road since 2000. This trail would connect to the East Goshen Township park trails and make it accessible to the Willistown Serpentine Barrens trail. Why pay for more studies until the original approved trail is completed!

Concerned citizens of East Goshen Township

NOV - 4 200





TO: East Goshen Township Supervisors

FROM: Malvern Public Library Board of Trustees

SUBJECT: Funding for 2015

DATE: October 30, 2014

First, we want to let you know the Library sincerely appreciates your generous support of the library over the years and request that you continue to seriously consider our funding needs when planning your budget.

Libraries are America's great information equalizers – the only place people of all ages and backgrounds can find and freely use such a diversity of resources, along with the expert guidance of librarians. The Malvern Library provides resources supporting the economic, educational and community needs of our patrons. All of our programs and resources are provided at no cost to our patrons.

For residents who are seeking employment and small businesses seeking data, libraries are important community resources. Use of Malvern Library's public computers with free Internet access, as well as WIFI access, has increased dramatically as patrons research opportunities, apply for jobs online, type resumes and cover letters, and open email accounts.

Libraries also play a vital role in enriching early childhood education. The Malvern Library provides many early literacy classes for young children designed for reading readiness at age appropriate levels. On weekday afternoons, the Library provides workspace for tutors to meet with students, free access to computers for students, and research support for student papers and projects. The library also serves as a primary resource for home-schooled children, a large and continually growing population within our community.

In addition to these school year services, the Library also offers summer programs including reading club, guest performers, craft days, and game days. The library also hosts Glaxo-Smith Kline's "Science in the Summer" program, which provides several free, weeklong science enrichment classes for elementary age children. There was a teen reading club. During the summer we once again partnered with Great Valley School District to circulate school library books during the summer months

This summer the Go WilMa program again created enthusiasm for the various township parks in Willistown, Malvern and East Goshen. We had 475 children register for the program which was tied in to our summer reading club. These participants made almost 1,280 visits to various township parks. Families enjoyed both the outdoor focus of the program and the fact that they could visit the sites on their schedule. We are hoping to add another East Goshen site to the GoWilMa program in 2015.

The Library also plays a vital role in the life of our community. Several community groups are based out of the Library including a knitting club and a monthly book club. In addition to these organizations, many Mom and Tot playgroups have formed out of their involvement in our preschool programming. We participate in community events and have become a drop off station for clothing and food drives organized by other organizations. A library advocacy group has been established to increase awareness of library services. The Library is an important and undeniable community building resource for our patrons.

Because the Library's services and programs are free, attendance and use of the Library resources are always in demand. Last year, patrons check out over 137,000 items. We continually strive to maintain and develop the collections of printed, audio, visual and electronic materials, provide access to web-based data, maintain qualified

staff support and maintain convenient hours of operations. We have pre-loaded e-Readers in our collection and patrons have access to free e-books, e-audio books and e-magazines through the library system website.

We are proud that the library is an inviting community resource that provides programs and services to East Goshen residents of all ages and we could not do it without your support.

Our statistics for 2013 show:

- Approximately 20% or 27,484 items checked out at Malvern Library were for East Goshen residents.
- East Goshen residents represent 25% or 125 of the individuals requesting new library cards.
- The library has approximately 22 storytimes each month that attract 400 children. East Goshen children represent 24% of that total.
- During the 8 week 2014 Summer Program, we had 475 children register for our GoWilMa/Reading Club... about 20% of the children were EG residents. We had approximately 3,310 separate registrations for the other programming during the summer (storytimes, performances, Science in the Summer, crafts, teen programs). Of that total 22% (728 participants) were EG residents.

Although demands made on libraries are evolving, we strive to carefully allocate our resources to serve our patrons. An important focus of our development is the constant changes in information technology, both for patrons and staff.

We realize that municipalities are asked to fund many services, but we ask that you fund us in 2015 at the same level as 2014. Level funding of \$18,000 will enable us to maintain the level of service East Goshen residents expect from their library.

If we can provide you with any further information, please contact Rosalie Dietz, our Director at 610-644-7259.

Submitted by: Judy Schafer, East Goshen Representative and Board President Cheryl McCabe, East Goshen Representative

November 5, 2014

To: Rick Smith, Marty Shane, Senya Isayeff, Carmen Battavio, Charles Proctor, Janet Emanuel, Dan Daley

Re: Planning Commission Resignation

As mentioned to our Planning Commission at our October 2014 meeting, it is with regret that I find I must remove myself from the East Goshen Planning Commission. When I came on board many years ago, I found the commission to be commendably pleasant, dedicated and congenial to work with. That is still true today and it is something to be proud of, something that reflects very well on our township.

My responsibilities President of the State League of Women Voters continues to lead me into a very busy schedule that also involves travel around the state. The coming year involves the planning and participation in two major fund raisers, a statewide Convention and two National Conferences.

I would not be able to fulfill my Planning Commission duties or perform the appropriate service that the commission so well deserves. It has sincerely been a pleasure to work with our township in this capacity. East Goshen continues to be a great place to live!

My notice to you is effective January 2015.

Thank you for your many years of confidence in me as well.

Sin**¢e**rely,

Susan J Carty