

**AGENDA**  
**EAST GOSHEN TOWNSHIP**  
**BOARD OF SUPERVISORS**

Tuesday, March 1, 2016  
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. Chairman’s Report
  - b. Announce that Chris Moore has resigned from the Historical Commission.
  - c. Announce that East Boot Road will be closed beginning March 7, 2016 for the replacement of the bridge over the Ridley Creek.
6. Public Hearing - none
7. Emergency Services Reports
  - WEGO – none
  - Goshen Fire Co. - none
  - Malvern Fire Co – none
  - Fire Marshal – none
8. [Financial Report – 2015 Survey of Financial Condition](#)
9. Old Business - none
10. New Business
  - a. [Consider East Goshen Park Master Plan and Resolution](#)
  - b. [Consider Summit House Request re Building Permits](#)
  - c. [Consider Sunoco Pipeline Easement](#)
  - d. [Consider Plank House HVAC Bids](#)
  - e. [Consider Penn DOT Mowing Contract and Resolution](#)
  - f. [Consider Special Detail for the East Boot Road Detour](#)
  - g. [Consider 2015 Deer Management Program Report](#)
  - h. [Consider Chester Creek Stream Restoration Project](#)
  - i. [Consider a request to suspend sewer and refuse bill](#)
  - j. [Consider Cost of Services Report](#)
  - k. [Consider hiring WEGO Part Time Admin Staff](#)
11. Any Other Matter
12. Approval of Minutes
  - a. [February 23, 2016](#)
13. Treasurer’s Report
  - a. [February 25, 2016](#)
14. Correspondence, Reports of Interest
  - a. [February 26, 2015 letter re Goshen Friend School](#)
  - b. [February 22, 2016 letter re 943 Cornwallis Drive](#)
  - c. [Fourth Quarter Sunoco Remediation Report](#)
15. Public Comment – Hearing of Residents
16. 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.

Dates of Importance

Mar 02, 2016	Planning Commission	7:00pm
Mar 03, 2016	Park and Rec Commission	7:00pm
Mar 09, 2016	Conservancy Board	7:00pm
Mar 10, 2016	Historical Commission	7:00pm
Mar 14, 2016	Municipal Authority	7:00pm
Mar 15, 2016	Pension Committee	10:00am
Mar 15, 2016	Board of Supervisors	7:00pm

Newsletter Deadline for Summer of 2016: May 2, 2016



# 2015 SURVEY OF FINANCIAL CONDITION

## FOR THE FISCAL YEAR ENDED DECEMBER 31, 2015

Received by DCED: 02/24/2016

The Municipalities Financial Recovery Act, Act 47 of 1987, provides that each municipality shall complete and file with the Department of Community and Economic Development, a Survey of Financial Condition which applies to the municipality's prior fiscal year. As the Survey questions relate to the prior year, it cannot be completed or submitted until after the end of the fiscal year. For the purpose of this form, the term, "reporting fiscal year," refers to the fiscal year which has most recently ended (the date of which is noted above after the phrase "For the fiscal year ended"). The term, "next fiscal year," refers to the year immediately following the current fiscal year, while "subsequent fiscal year," refers to the year following the next fiscal year.

This Survey must be submitted to DCED no later than March 15.

**150395 EAST GOSHEN TWP**
**County of CHESTER**

a.	Deficit Factors: Have your municipality's expenditures exceeded revenues for each of the previous three fiscal years (including the reporting fiscal year)?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
b.	Deficit Factors: Has your municipality maintained a deficit of 1% or more in each of the previous three fiscal years (including the reporting fiscal year)?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
c.	Deficit Factors: Has your municipality accumulated and operated with a deficit equal to 5% or more of its revenue for each of the previous two fiscal years (including the reporting fiscal year)?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
d.	Deficit Factors: Is your municipality likely to experience an operating deficit at the end of the next and/or subsequent fiscal year?	<input checked="" type="checkbox"/> Yes*	<input type="checkbox"/> No
e.	Deficit Factors: During the reporting fiscal year, in order to avoid unplanned general fund deficits, has your municipality utilized its fund balance and/or other governmental or proprietary funds to supplement its general fund?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
1a.	Indebtedness Factors: During the reporting fiscal year, did your municipality default in payment of principal or interest on any of its bond issues or general obligation notes or in payment of rentals due any authority?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
1b.	Indebtedness Factors: During the reporting fiscal year, did your municipality borrow funds, other than tax anticipation borrowing, to meet current operating expenditures?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
1c.	Indebtedness Factors: During the reporting fiscal year, was your municipality denied a loan from any financial institution?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
1d.	Indebtedness Factors: During the reporting fiscal year, was your municipality's (non-self-liquidating) general obligation debt service greater than 10% of its revenues?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
2a.	Real Estate Tax Factors: Was your municipality at the maximum general purpose real estate tax limit during the reporting fiscal year?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
3a.	Payroll and MMO Factors: During the reporting fiscal year, has your municipality missed a payroll for 30 days?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
3b.	Payroll and MMO Factors: During the reporting fiscal year, has your municipality, for a period of at least 30 days beyond the due date, failed to forward payroll taxes withheld on the income of employees or failed to transfer employer or employee contributions for social security?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
3c.	Payroll and MMO Factors: During the reporting fiscal year, has your municipality failed to make the budgeted payment of its Minimum Municipal Obligation (MMO) as required by section 302, 303 or 602 of the act of December 18, 1984 (P.L. 1005, No.205), known as the Municipal Pension Plan Funding Standard and Recovery Act, with respect to a pension fund during the fiscal year for which the payment was budgeted and failed to take action within that time period to make required payments?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3d.	Payroll and MMO Factors: Does your municipality have any unfunded post-retirement health benefits or other post-employment liabilities aside from pension liabilities?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
4a.	Creditor Factors: During the reporting fiscal year, has your municipality sought to negotiate resolution or adjustment of a claim in excess of 30% against a fund or budget and failed to reach an agreement with creditors?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
4b.	Creditor Factors: During the reporting fiscal year, has your municipality failed to make required payments to judgment creditors for 30 days beyond the date of the recording of the judgment?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No

**SURVEY OF FINANCIAL CONDITION**

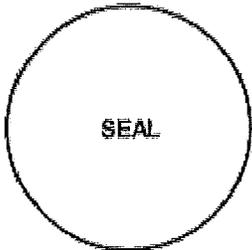
**150395 EAST GOSHEN TWP**

**County of CHESTER**

6.	Has your municipality filed a municipal debt readjustment plan pursuant to Chapter 9 of the Bankruptcy Code (11 U.S.C. Sec 901 et seq)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.	Do you anticipate your municipality experiencing, during the next and/or subsequent fiscal year, a plant or business closing that would result in a major impact on your community?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8a.	How many municipal employees were on your payroll at the beginning of the fiscal year?	Full-Time: 30 Part-Time: 6
8b.	How many municipal employees were on your payroll at the end of the fiscal year?	Full-Time: 29 Part-Time: 16
9a.	Has the basis of accounting used by your municipality changed during the past three fiscal years (including the reporting fiscal year)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9b.	What basis of accounting is currently used by your municipality?	<input type="checkbox"/> Cash Basis <input checked="" type="checkbox"/> Modified / Full Accrual Basis
9c.	Does your municipality use an independent Certified Public Accountant to perform its annual audit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9d.	Has your auditor, in the most recent management letter, raised doubts about the ability of your municipality to function as a "going concern"? If yes, attach a copy of the letter.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10.	If you answered "Yes" to any question from 1 to 7 or if question 8 indicated a significant decrease in municipal employees, please attach an explanation of your answer, including your rationale for whether you consider your municipality to be financially distressed.	
11.	If you are aware of any circumstances in or affecting your municipality that indicate that it is in or could be in a condition of financial distress, please attach a document explaining these circumstances and call the Governor's Center for Local Government Services at 1-888-2CENTER (1-888-223-6837).	

**SIGNATURE AND VERIFICATION**

I hereby certify that the Chief Elected Official for the above local government has reviewed the information provided in this report and that it is true and accurate to the best of their knowledge.



Jon Altshul	2/24/2016
_____	_____
Print Name	Date
CFO/Treasurer	(610) 692-7171
_____	_____
Title	Phone

**Explanation(s) for "Yes" answers to questions 1 to 7:**

Question 1d: Please click here to explain why you answered "Yes" to this question.

The 2016 general fund budget was balanced using an appropriation from fund balance. We budget conservatively. If recent history is any guide, we will probably have a surplus at year end 2016.

Question 10: Please note for question #9 (basis of accounting), there has been no change in the type of accounting. Our financial reports have been prepared using the modified accrual basis since whenever GASB 34 took effect (over a decade ago). For internal reporting purposes, however, we continue to use cash basis. It wasn't until this year when I clicked the "?" icon that I realized what this question was really asking.

I spoke with Mark from DCED on 2/19/16 and he indicated I should therefore answer "yes" to question 9a.

# Memorandum

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**East Goshen Township**  
**1580 Paoli Pike**  
**West Chester, PA 19380**  
Voice: 610-692-7171  
Fax: 610-692-8950  
E-mail: [jlang@eastgoshen.org](mailto:jlang@eastgoshen.org)

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Date: 2/23/2016  
To: Board of Supervisors  
From: Park and Recreation Commission  
Re: East Goshen Park Master Plan - Final Draft

Dear Board Members:

It is with pleasure the Park and Recreation Commission submits the final draft of the East Goshen Park Master Plan. We have received a great deal of public input and believe the plan sets forth a vision for the cultivation of the park as the central focus for East Goshen Township – a place for individuals, families and the community at large to build a lifetime of memories. The Park and Recreation Commission thanks Tom Comitta Associates (TCA) for its hard work and dedication in creating this Master Plan and to all Township endeavors. In total, beginning in September with a kickoff meeting in the park, the Park and Recreation Commission and TCA have crafted five plan drafts, each bringing the plan closer in focus and content.

The final draft has been posted to the website and we've provided you with a copy of the final draft of the report along with supporting documentation.

We have also drafted a resolution for your consideration and look forward to presenting it at the March 1<sup>st</sup>, 2016 Board of Supervisors meeting and its subsequent adoption.

**EAST GOSHEN TOWNSHIP**

**CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWNSHIP OF EAST GOSHEN,  
CHESTER COUNTY, PENNSYLVANIA, TO APPROVE  
AND ADOPT THE EAST GOSHEN PARK MASTER PLAN.**

**WHEREAS**, the East Goshen Township Board of Supervisors has authority to plan for the development of municipal park land; and

**WHEREAS**, the vision set forth in the East Goshen Township Comprehensive Plan and the Parks, Recreation and Open Space Plans identifies the need for an East Goshen Park Master Plan update; and

**WHEREAS**, the Board of Supervisors of East Goshen Township (the "Board ") created the East Goshen Park Master Plan Committee (The Committee) which included appointed members from the Park and Recreation Committee; and

**WHEREAS**, the Committee was supported by staff from the Township and the planning consultant Thomas Comitta Associates, Inc.; and

**WHEREAS**, the committee incorporated its findings and recommendations in a document titled, "East Goshen Park Master Plan", last draft dated February 22, 2016 ("East Goshen Park Master Plan"); and

**WHEREAS**, the Board desires to adopt this Resolution approving and adopting the East Goshen Park Master Plan.

**NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED**, as follows:

1. The Background to this Resolution is incorporated in and fully made part hereof.

2. After considering the recommendations and comments from the Committee, Township staff, Consultants and the general public the Board hereby resolves to adopt the 2016 East Goshen Park Master Plan, which is comprised of the maps, charts, textual matter and all other materials constituting a part thereof as more particularly specified in the Table of Contents and Appendices, attached hereto as Exhibit "A", incorporated herein by reference and made a part hereof.

**RESOLVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

**EAST GOSHEN TOWNSHIP**

**BOARD OF SUPERVISORS**

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Louis F. Smith, Secretary

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E. Martin Shane, Chairman

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Senya D. Isayeff, Vice-Chairman

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Carmen Battavio, Member

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Charles W. Proctor, III, Esquire, Member

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Janet L. Emanuel, Member

BOARD OF SUPERVISORS  
EAST GOSHEN TOWNSHIP

**FILE**

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

December 3, 2015

Ms. Sherrie McGuiness, Community Manager  
Summit House  
1450 West Chester Pike  
West Chester, PA 19382

Dear Sherrie:

I am in receipt of your letter of November 2, 2015. The subject matter does not fit any of the criteria for an Executive Session under the Sunshine Law.

However, I did speak to the Chairman about your request to discuss this issue and he suggested I place you on the agenda for the Board of Supervisors public meeting which is scheduled for Tuesday, December 15, 2015 at 7 pm. If this is not convenient the Board meets on Monday, January 4, 2016 at 7 pm and again on Tuesday, January 19, 2016 at 7 pm.

As mentioned previously, Act 45 of 1999 established a state wide building code for all municipalities in the state. Under this Act each municipality was required to utilize the International Building Code which is published by the International Code Council. The International Code Council updates this code on a regular basis and we are currently utilizing 2009 Building Code. Section 105.2 of the 2009 Building Code contains a list the activities which are exempt from permits. Re-roofing is not one of the exempt activities.

In your letter you mention that Summit House had engaged the services of an engineering/engineering company to provide specifications for the replacement of roofs. However, the fact that the plans and/or specifications were prepared by a licensed professional does not result in an exemption from the requirement to obtain a building permit. I would add that re-roofing is not singled out in this regard. A large portion of the permit applications the Township receives are accompanied by plans signed and sealed by an architect or engineer. Regardless of this fact, they are still required to obtain a permit.

Please let me know which meeting you and your Council members would like to attend and I will put you on the agenda.

Sincerely,



Louis F. Smith, Jr.  
Township Manager

Enclosure

Cc: Board of Supervisors

**104.11 Alternative materials, design and methods of construction and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and safety.

**104.11.1 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

**104.11.2 Tests.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

## SECTION 105 PERMITS

**105.1 Required.** Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the *building official* and obtain the required *permit*.

**105.1.1 Annual permit.** In lieu of an individual *permit* for each *alteration* to an already *approved* electrical, gas, mechanical or plumbing installation, the *building official* is authorized to issue an annual *permit* upon application therefor to any person, firm or corporation regularly employing one or more qualified tradepersons in the building, structure or on the premises owned or operated by the applicant for the *permit*.

**105.1.2 Annual permit records.** The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

**105.2 Work exempt from permit.** Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the

provisions of this code or any other laws or ordinances of this jurisdiction. *Permits* shall not be required for the following:

### Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m<sup>2</sup>).
2. Fences not over 6 feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or *story* below and are not part of an *accessible route*.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family *dwellings*.
12. Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support of Groups R-3 and U occupancies.
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

### Electrical:

**Repairs and maintenance:** Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

**Radio and television transmitting stations:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

**Temporary testing systems:** A *permit* shall not be required for the installation of any temporary system

required for the testing or servicing of electrical equipment or apparatus.

**Gas:**

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

**Mechanical:**

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

**Plumbing:**

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

**105.2.1 Emergency repairs.** Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

**105.2.2 Repairs.** Application or notice to the *building official* is not required for ordinary repairs to structures, replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required *means of egress*, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition to, alteration of, replacement or relocation of* any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

**105.2.3 Public service agencies.** A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related

equipment that is under the ownership and control of public service agencies by established right.

**105.3 Application for permit.** To obtain a *permit*, the applicant shall first file an application therefor in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the *permit* for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by *construction documents* and other information as required in Section 107.
5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant's authorized agent.
7. Give such other data and information as required by the *building official*.

**105.3.1 Action on application.** The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of pertinent laws, the *building official* shall reject such application in writing, stating the reasons therefor. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor as soon as practicable.

**105.3.2 Time limitation of application.** An application for a *permit* for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

**105.4 Validity of permit.** The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

**105.5 Expiration.** Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. The



# SUMMIT HOUSE



The country home condominium  
Sherrie McGuinness, CMCA®, PCAM®  
Manager since 1978  
1450 West Chester Pike  
West Chester, PA 19382  
(610) 696-2300 (610) 696-0270 Fax



November 25, 2015

East Goshen Township  
Board of Supervisors  
1580 Paoli Pike  
West Chester, Pa.19380-6199

Re: Request for a Meeting

Board of Supervisors:

Certain members of the Condominium Council are seeking a meeting with you to speak about a life-long agreement regarding Building Permits for the maintenance and upkeep of Summit House Condominium, A Collectivity of Unit Owners, comprised of 426 households.

At a meeting of the Supervisors when John Chatley, Carmen Battavio, Martin Shane, and Rick Smith were in attendance, it was discussed that Summit House contracted for professional services of an engineering/architect company to provide specifications for the replacement of the roofs within the community of ten (10) residential buildings. This practice is very unlike a single family residence who simply bids the roof replacement and selects the competitive bid of their choice without clear specifications to bid the job.

Those in attendance at the aforementioned meeting, were told that Summit House would remain status-quo regarding building permits. At the conclusion of the meeting, two members of your Board even came into the audience to give assurances that permits were not necessary for the upkeep of our community. We clearly understood that expansions required building permits and maintenance and replacement did not.

May we please schedule a meeting in Executive Session? Choose a date and time, and certain of our Council Members and I will make ourselves available.

Thanking you in advance, I remain

Sincerely yours,  
*Sherrie McGuinness*

Sherrie McGuinness, CMCA®, PCAM®  
Community Manager  
On behalf of its Council Members

cc: Council Members

**EAST GOSHEN TOWNSHIP BOARD OF SUPERVISORS MEETING  
1580 PAOLI PIKE  
May 4, 2004 – 7:00 PM**

**Present:** Chairman Marty Shane, Vice Chairman Joseph McDonough, John Chatley and Carmen Battavio were present. Also present were Township Solicitor Kristin Camp, Township Manager Rick Smith, Finance Director Kathleen Glass, Municipal Authority Jack Yahraes, Planning Commission Art Polishuk, Conservancy Board Linda Gordon Park and Recreation Board Ann Marie Fletcher-Moore and Phyllis Marron, Hershey Mills Representative Elaine Blair and residents Donna Gunia and Steve McHolland. Board member Mary Powell was absent due to foot surgery.

**Workshop**

**Treasurer's Report**

The Board reviewed the report detailing receipts and expenditures over \$1,000.00. Again Joe McDonough questioned paying bills prior to the Board's authorization. Carmen responded since payroll has been previously approved that payroll can be run without Board approval. Marty suggested Rick prepares a motion for pre-approval of police, payroll and bills with a discount to avoid confusion. The Board also noted it was not necessary to continue the report of expenditures over \$1,000.00.

**Traffic Control at Boot Rd & Enterprise Dr/Generals Way**

Township Solicitor Ron Nagle reported since the traffic study concludes the above intersection was not 'dangerous' a traffic signal does not have to be installed. QVC will be notified of the Boards decision.

**Benson Rohrbeck request for the Historic Commission**

The Board acknowledged Mr. Rohrbeck's letter of interest in being appointed to the Commission, but he will be advised that at the present time there are no openings.

**Donation to the People-to-People Student Ambassador Program**

The Board reviewed Ms Lisa Anthony's request for a \$75.00 donation for her to participate in the People-to-People Student Ambassador program. The Board tabled her request until next week so they can look into the legality of a donation to an individual.

**Minutes**

The Board reviewed the minutes for April 13, 2004 for corrections.

Joe again stated he was offended by Abbas Rahbari's personal attack on his integrity and the tampering of minutes. Joe also stated he wanted the minutes of April 13, 2004 to include Abbas Rahbari's accusatory comments of the Board's ignorance of the law and threatening actions. There was no further public input at the workshop.

## **Formal Meeting**

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

Chairman Marty Shane welcomed the residents at the meeting and then led those present in the Pledge of Allegiance to the Flag and called the formal meeting to order at 8:00 p.m.

Marty announced the Board had met in executive session with the Supervisors from Westtown Township on April 28, 2004 to discuss matters relating to pending labor negotiations.

Marty changed the order of the agenda to hold the Public Hearings first.

## **Public Hearings**

### **McIntosh Home Occupation**

The Board conducted a public hearing to consider the Conditional Use application for Ed and Annette McIntosh, 933 Cornwallis Drive seeking to operate a hair salon from their home as a home occupation.

An official transcript will be provided by the Court Reporter.

### **Historical Wall Signs and I-2 Zoning District**

The Board conducted a public hearing to consider an amendment to the Zoning Ordinance to permit historic wall signs and also to allow single family detached dwellings in the I-2 Zoning District.

An official transcript will be provided by the Court Reporter.

### **International Building Code, 2003 Edition**

The Board conducted a public hearing to consider adopting an International Building Code, 2003 Edition ordinances to administer and enforce the provisions of the Pennsylvania Construction Code and the following: International Existing Building, Residential, Electrical, Mechanical, Plumbing, Fuel Gas, Energy Conservation, Fire and Property Maintenance Codes, all 2003 Edition.

An official transcript will be provided by the Court Reporter.

### **Approval of Board of Supervisors Minutes**

The minutes for April 13, 2004 were tabled until next formal meeting so the additional comments regarding the Board response to a resident's accusation could be incorporated in the minutes. There was no public comment.

## **Treasurer's Report:**

Finance Director Kathleen Glass reported the following for 2004:

	<b>Receipts</b>	<b>Expenditures</b>
General Fund	\$838,536.09	\$766,808.02
Zoning Hearing Fund	-0-	-0-
State Fund	-0-	-0-
Capital Reserve	-0-	\$2,700.00
Transportation Fund	\$9,618.01	\$1,539.00
Sewer Operating	\$162,697.79	\$207,490.71
Refuse	\$64,698.36	\$95,549.00
Capital Projects	-0-	\$304,883.08

The receipts and expenditures for 2004 were approved pending their review. Motion: (McDonough/Battavio). For: Shane, McDonough, Chatley, and Battavio. Marty questioned the source of the income in the General Fund, which Kathleen responded the monies were from earned income tax and the Cable TV payment from Comcast. There was no public comment.

### New Business

#### Waterview Neighborhood Speed Humps

The Board authorized the installation and maintenance of five speed humps for the Waterview neighborhood as originally recommended by the traffic engineer. John Chatley let it be known he was dead set against seven speed humps. He felt the multitude of signs and humps would reduce property values. John pointed out Wentworth residents opted not to put up a traffic signal at the entrance of their development because it would give the appearance of a high traffic area which would effect the property values and John felt the same would hold true with regards to the speed humps in this neighborhood. He suggested the police patrol the area to catch speeders.

Mrs. Jeannette Quinlan, 54 Lockwood Lane stated she felt the speed humps were necessary to stop speeders and would not affect property values.

Art Polishuk, 1424 Grand Oak Lane, stated he had a problem spending taxpayer monies to benefit a certain neighborhood. Each speed hump costs \$2,500.00 for a total of \$15,000.00. He noted his development also experiences speeders and stated the police need to step up to the plate and patrol his development.

Jack Yahraes, 911 Vista Drive, also reflected there hasn't been any police enforcement in his neighborhood and noted they too have speeders.

Carmen requested them to put their concerns in writing to the Police Commission and he also will address both their concerns at the Police Commission meeting.

Carmen also noted he felt he was not representing the majority of the Waterview residents since they wanted seven and Board approved only five speed humps.

Mrs. Jeannette Quinlan added she felt that five speed humps would be enough.

Motion: (Battavio, McDonough) For: Shane, Battavio, McDonough. John Chatley opposed.

#### **C.E. Hough Architectural Design**

The Board accepted the C.E. Hough Associates proposal in the amount of \$21,500.00 for architectural design for the former Genuardi's building and the new salt shed for the Public Works Department. Motion: (Chatley/McDonough) For: Shane, McDonough, Chatley and Battavio. There was no public input.

#### **Resolution 04-25 Revised Fee Schedule**

The Board authorized the adoption of Resolution 04-25 Revised Fee Schedule.

Motion: (McDonough/Battavio) For: Shane, McDonough, Chatley and Battavio.

Linda Gordon stated, that residents shouldn't have to get a permit to improve their own home. Art also added he felt the fee schedule was disproportionately unfair to residents. John requested the Board review in greater depth the fee schedule prior to the end of the year to have a more equitable distribution of fees.

#### **Transfer of \$1,500,000.00 from General Fund to Capital Reserve**

The Board authorized the transferring of \$1,500,000.00 from the General Fund Reserve to the Capital Reserve Fund. Motion (McDonough/Chatley) For: Shane, McDonough, Chatley and Battavio.

#### **Berkheimer**

The Board authorized to sign the general mutual release with Berkheimer Associates.

Motion: (Chatley/McDonough) For: Shane, McDonough, Chatley and Battavio.

Jack Yahraes, 911 Vista Drive, asked what was the outcome of the Berkheimer lawsuit. Marty responded the township had lost the lawsuit. There was no other public input.

#### **Correspondence, Reports of Interest**

The Board acknowledged receipt of a letter from the Goshen Friends PTC President thanking the township for their donation to their annual auction and another letter from Henry L. Wilson complimenting the township on the Brandywine Battlefield trip. Joe praised Historical Commission Chairman Nancy Daversa and her invaluable historical expertise along with Park and Recreation Director Frank Vattilano's efforts.

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

The meetings and dates were noted for the month of May.

#### **Public Comment**

Planning Commission Art Polishuk expressed his concerns with regards to a letter sent to Penn Dot requesting a right hand turn onto Paoli Pike from the future Commerce Bank and the impression the builders would not have to take the Planning Commission recommendations into consideration for approval.

There was no additional public input.

The Board reconvened back in the workshop.

**Workshop Continued...**

**Comp Plan**

Marty requested the fellow Board members review the various sections of the Comp Plan provided for the May 25<sup>th</sup> meeting. Rick noted that additional sections would be forthcoming.

**Technology & Fixed Asset Manager**

Carmen suggested further discussion of this newly created position to be tabled until next formal meeting. Marty requested information as to the benefits of sub-contracting and its costs as to the cost of a permanent hired employee. Marty also requested the percentage of time allocated to technology and to fixed assets.

The Board re-convened into executive session to discuss a real estate matter concerning the former Genuardi's building.

The meeting adjourned at 10:30 PM

Respectfully submitted,

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Joyce A. Tarsi  
East Goshen Townships ABC Secretary

BEFORE THE BOARD OF SUPERVISORS  
EAST GOSHEN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA

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IN RE: Public Hearing to Consider Amendments to Ordinance :  
to Add Chapter 133 Existing Building Code and Adopting :  
International Building Code, 2003 Edition; Amendment to Add :  
Chapter 129, Energy Conservation; Chapter 128, Electrical :  
Code; International Fire Code, 2003 Edition; Mechanical Code, :  
2003 Edition; International Plumbing Code, 2003 Edition; :  
International Residential Code, 2003 Edition; International :  
Property Maintenance Code, 2003 Edition :

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East Goshen Township Building  
1580 Paoli Pike  
West Chester, Pennsylvania  
Tuesday, May 4, 2004

BEFORE THE BOARD:

E. MARTIN SHANE, Chairman  
JOSEPH M. McDONOUGH, Vice-Chairman  
CARMEN R. BATTAVIO, Member  
JOHN CHATLEY, III Member



APPEARANCES:

BUCKLEY, NAGLE, BRION, McGUIRE, MORRIS & SOMMER, LLP  
By: KRISTIN S. CAMP, ESQUIRE  
on behalf of the Board.

ALSO PRESENT: LOUIS F. SMITH, JR., Township Manager.

COLLEEN M. PIMER, RPR  
Official Court Reporter

ORIGINAL

## Ordinance Adoptions

PROCEEDINGS

1  
2  
3 THE CHAIRMAN: Next and last is adoption  
4 of the International Building Code, 2003 edition, which  
5 is in accordance with Act 45 which is the uniform  
6 construction practice across the state. For purposes  
7 of codification this ordinance was set up to be done  
8 with several of them. I think Kristin has figured out  
9 a way of combining this so we don't have to do them all  
10 individually.

11 I will turn the meeting back over to  
12 Kristin Camp.

13 MS. CAMP: Okay. The purpose of adopting  
14 this ordinance is state mandated. Act 45 of 1999  
15 established a state wide building code that each  
16 municipality has the option to either opt in or opt out  
17 of. The township has already elected to opt into the  
18 state wide building code, which means they will be  
19 applying the International Building Code 2003 edition  
20 which is published by the International Code Council.

21 Something that's good about adopting the  
22 state wide building code is that as the International  
23 Code Council adopts successor codes, which they do  
24 every three years, the township does not have to go  
25 through the process of reenacting, readopting what

## Ordinance Adoptions

1 their new updated latest, greatest building code is.  
2 The way Act 45 was written, you automatically will be  
3 using whatever the latest, greatest revision is by the  
4 International Code Council.  
5

6 Everybody received one of these binders.  
7 What is before you today is the ten ordinances that are  
8 there. The first one is the most important. That is  
9 again electing to opt in, administer the state wide  
10 building code. It also then if you look at the code  
11 books that are actually published by the International  
12 Code Council, there is various sections that have blank  
13 spaces. Each municipality must insert, for example,  
14 name of the municipality. They also have discretion as  
15 to what the department will be called that will be  
16 administering each code. There is also some discretion  
17 as to the violations, penalty sections, sewer depth,  
18 things like that.

19 What I have done on each of these ten  
20 ordinances is go through those model code books, where  
21 an insertion needed to be made, those insertions are  
22 shown on this ordinance -- in these ordinances.

23 The building code, the way Act 45 was  
24 drafted, it also gave a municipality the option to keep  
25 in effect any provisions that you have in your current

1                   Ordinance Adoptions

2 building code that might meet or exceed the standards  
3 in the state wide building code, provided that those  
4 provisions were adopted prior to July 1st of 1999. If  
5 you look at section five of your ordinance, that's  
6 where I have specified specifically what those -- there  
7 is only two sections here that you are intending to  
8 basically grandfather in. I thought it was important  
9 to call that out in your building code so anybody that  
10 comes to the township recognizes that yes, you do have  
11 the lawful authority to keep those more stringent  
12 provisions in.

13                   Under the Act you are also allowed to  
14 vary some of the administration sections. That has  
15 been done again in the first ordinance.

16                   If I can, just so it's very clear on the  
17 record, the second ordinance adopts the existing  
18 building code. Again these are all 2003 editions.  
19 They are all published by the International Code  
20 Council. Ordinance number three would be adopting the  
21 residential code. Next ordinance will be the  
22 electrical code. Next ordinance is the mechanical  
23 code. Next one is the plumbing code. Fuel gas code,  
24 energy conservation code, fire prevention code, finally  
25 property maintenance code.



## Ordinance Adoptions

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MR. CHATLEY: So moved.

2

3

THE CHAIRMAN: Is there a second?

4

MR. BATTAVIO: Second.

5

6 questions?

7

MS. GORDON: Linda Gordon, 240 Line Road, Malvern, Pennsylvania. You said you either have to adopt it all or none of it, correct, is what you said you have to accept?

10

11

MS. CAMP: You opt in, yes.

12

13 provisions?

14

MS. CAMP: Except for the fact that you can grandfather in provisions which are more stringent, as long as you have them in the effect prior to July of '99.

17

18

MS. GORDON: If the township decides to opt out can they adopt certain sections of it or certain portions thereof?

20

21

MS. CAMP: You could. But then you have -- by opting out you then take on responsibility of having the Department of Labor and Industry basically do all of your reviews. You're giving up a lot of your own jurisdiction.

25

## Ordinance Adoptions

1  
2 THE CHAIRMAN: I don't think -- I  
3 understand Linda's question. You don't have a choice  
4 as to whether or not this is going to be the operable  
5 code in the township. Where you have a choice is  
6 administering it yourself with your people under your  
7 control or farming it out to an outside agency to do  
8 it. You can't change the law that says this is the  
9 code that's going to be uniform across the state. In  
10 other words, all municipalities have to comply with  
11 this code. It's a question of who does the  
12 enforcement.

13 MS. GORDON: So opting out or in had  
14 nothing to do with adopting of the code?

15 MS. CAMP: Opting in had to do with the  
16 fact your own people will be doing similar to how it's  
17 done now in terms of your building inspector will be  
18 able to go continue to do inspections provided that he  
19 or she maintains the certifications that he needs or  
20 she needs to do that.

21 THE CHAIRMAN: That's being done. You  
22 also have a designated administrator. It's very  
23 deceiving. When you think opting or not, has nothing  
24 to do with the program.

25 MS. GORDON: What are the sections that

## 1 Ordinance Adoptions

2 are more stringent in ours specifically than in --

3 MR. SMITH: We charge a fee for missed  
4 inspections. The other one is the --

5 MS. CAMP: Stair height.

6 MR. SMITH: Even though we are adopting  
7 the 2003 IBC code, we are using 1996 stair heights.

8 MS. GORDON: What does that mean?

9 MR. SMITH: It's the height that -- rise  
10 of the tread.

11 MS. GORDON: What is the difference?

12 MR. SMITH: Two different standards.

13 MS. GORDON: I'm specifically asking what  
14 is the difference between ours that we have now and the  
15 one that they are recommending?

16 MS. CAMP: Current one, what you are  
17 going to be adopting, stair riser height is eight and a  
18 quarter inches maximum, four inches minimum. Stair  
19 tread depth is nine inches minimum.

20 MR. SMITH: The state subsequent to this  
21 law amended the law to make that the official law  
22 because originally this was only temporary. Stair  
23 height affects --

24 MS. GORDON: I understand what stair  
25 height affects. My question is you said stair -- ours

## Ordinance Adoptions

1 is different than what it is in the new code, so what  
2 --  
3

4 MS. CAMP: What is in that section is  
5 what your current ordinance provides. What you're  
6 doing is maintaining it. I don't know --

7 MS. GORDON: You're saying if it's  
8 stricter than -- you're allowed to keep it if it's more  
9 strict than the one in the 2003.

10 MS. CAMP: Right.

11 MS. GORDON: Is it more strict than the  
12 one in 2003?

13 MS. CAMP: I don't have the book in front  
14 of me to tell you what the difference is in terms of  
15 the height and depth.

16 MS. GORDON: We don't know but we have  
17 decided to keep ours versus theirs.

18 MS. CAMP: No. Somebody -- Mike Merwin,  
19 township building inspector, has given a recommendation  
20 to the manager that he would prefer to keep the  
21 standard as it is in '96 BOCA.

22 MR. SMITH: When the original law was  
23 adopted they didn't want to change. The building  
24 industry lobbied that stair tread and riser height  
25 should stay the same as it was in '96. They wrote

## 1 Ordinance Adoptions

2 legislation with the idea that assuming that the new  
3 regs were adopted, the law will be in effect say about  
4 a year and a half ago, two years ago, they would lock  
5 in those stair and tread riser heights for a short  
6 period of time, then they would be phased out. L and I  
7 took longer than anticipated to actually come up with  
8 the regulations. When it went past that deadline, the  
9 end result being this last piece. I guess just earlier  
10 this year the state amended building code basically  
11 locked in in perpetuity old stair height requirements.

12 MS. CAMP: Linda, I can get the book,  
13 tell you.

14 MS. GORDON: I would think that if we are  
15 going to be adopting something, say that ours is  
16 better, we should have some idea what the specific  
17 differences are.

18 MR. SMITH: They have now changed the  
19 law, mandated this is the stair height thou shall  
20 adopt.

21 MR. BATTAVIO: We are keeping ours.

22 MS. GORDON: You're accepting the '99 one  
23 as being more stringent.

24 MR. SMITH: We are keeping ours but it  
25 ends up being the right one.

## Ordinance Adoptions

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MR. CHATLEY: Then I have a question.

THE CHAIRMAN: If you follow the saga of the state through the whole process -- I understand your question -- they have come back to where we are.

MR. CHATLEY: Am I hearing that the riser and tread width that we adopt tonight are in fact the same ones that the state is mandating in their code?

MR. SMITH: Yes.

MR. CHATLEY: That answers your question, right? Really is not more stringent.

MR. SMITH: Correct. Started out being but now it's not.

THE CHAIRMAN: Anybody else dare to ask a question?

MS. GORDON: I'm still confused. I'm a little slow. Why then if the new one is the same as our one from '99, why are we holding our one from '99 instead of just adopting 2003?

MS. CAMP: It's '96. Way Act 45 was drafted it had you changing despite what was in 2003, it had different standards for stair height. Amendment was passed to Act 45 a month ago that changed that to say no, you can now go back to what '96 BOCA is. So all we are doing is recognizing that this new

## 1 Ordinance Adoptions

2 legislation was passed allowing a municipality to keep  
3 the standard for the stair tread depth and height as it  
4 is written in '96 BOCA. It's different than what is  
5 shown -- if you look up 2003 IBC it's a different  
6 standard. But the Act that amended Act 45 allows a  
7 municipality to go back to what was adopted through '96  
8 BOCA. Does that make sense?

9 MS. GORDON: I still don't understand  
10 that. I still don't have my answer.

11 MS. CAMP: I don't know the difference in  
12 the standard. I don't have the IBC 2003 to be able to  
13 tell you. I think it's a difference of a quarter of an  
14 inch. Dispute was with builders as to whether they had  
15 to build one more step. So really it was a dispute  
16 between builders who didn't want to have to build one  
17 more step, save space, versus, you know, I don't who  
18 was -- building inspectors felt this depth and height  
19 was safer. But builders prevailed. They were able to  
20 lobby the legislature to amend the Act to say go ahead,  
21 use what is in '96 BOCA. I apologize, I don't have IBC  
22 2003 in front of me to tell you dimensional  
23 differences. I know it's like a quarter of an inch  
24 different.

25 MS. ALBRECHT: Ginny Albrecht, 208 Summit

## 1 Ordinance Adoptions

2 House. My question mainly concerns the enforcement of  
3 the ordinance. Being an individual homeowner in a  
4 multi family development, it has its own rules and  
5 regulations to follow. How will your enforcement  
6 procedure differ now from what they were prior to  
7 this?

8 MS. CAMP: It won't change at all. Won't  
9 change at all. Currently the code department in the  
10 township enforces what the building code is. All this  
11 is doing is saying what they are enforcing now is the  
12 2003 International Building Code versus what currently  
13 is in effect was '96 BOCA. It's still the same person,  
14 building inspector who is a part of the codes  
15 department that will be making sure that whatever, you  
16 know, building permits are issued in compliance with  
17 the new code.

18 MS. ALBRECHT: Whose responsibility will  
19 it be to obtain a building permit, the contractor that  
20 you hire, management of multi family developments?

21 MR. SMITH: Ultimately falls back on the  
22 property owner.

23 MS. ALBRECHT: Okay.

24 MS. CAMP: Property owner can through an  
25 agent allow its contractor to go ahead, submit

## 1 Ordinance Adoptions

2 paperwork, get a building permit. But as Rick said,  
3 permit is issued in the name of the property owner.

4 MS. ALBRECHT: Okay. We have four  
5 hundred and twenty-six property owners.

6 MS. CAMP: If you own is it -- an  
7 apartment or condominium?

8 MS. ALBRECHT: I own a condominium unit.

9 MS. CAMP: If you personally are going to  
10 be changing your condominium unit, you would be  
11 responsible for getting the permit. If the association  
12 is getting a permit to change like common open space or  
13 common area, then it might be the association that  
14 would be responsible. Whoever owns the land that  
15 you're making the change to.

16 MS. ALBRECHT: Not necessarily change,  
17 how about maintenance?

18 MS. CAMP: You don't need a building  
19 permit to maintain.

20 MS. GORDON: Yes, you do.

21 MS. CAMP: I'm not sure what you're  
22 talking about.

23 MS. ALBRECHT: What about maintenance of  
24 the buildings, outside maintenance? Even if I wanted  
25 to replace my door to my home, that would be considered

## Ordinance Adoptions

1 maintenance.

2 MR. SMITH: Replacement of a door,  
3 providing you're not changing the structural area or  
4 opening does not require a permit. If you want a  
5 bigger door you require a permit.  
6

7 MS. ALBRECHT: That would be -- would  
8 that concern window replacements also?

9 MR. SMITH: Basically same rule. If  
10 you're replacing the window in the exact same opening,  
11 does not require a permit. If you're putting in a  
12 bigger window, it would require a permit.

13 MS. ALBRECHT: How about replacing  
14 plumbing fixtures?

15 MR. SMITH: Depending. Normal  
16 maintenance does not require. Replacement of faucets,  
17 washers may not require a permit. Redoing a bathroom  
18 possibly may, especially if you're involved in redoing  
19 electricity. But typically replacing a water closet or  
20 sink probably does not require a permit.

21 MS. ALBRECHT: That would go like for  
22 replacement hot water heaters?

23 MR. SMITH: There is a list of what is  
24 required for permits. I don't have it in front of me.

25 MR. CHATLEY: Is the question -- I want

## Ordinance Adoptions

1  
2 to make sure. The question I believe is the  
3 condominium has rules and regulations under which they  
4 have to live.

5 MS. ALBRECHT: Right.

6 MR. CHATLEY: I think the question --  
7 Mrs. Albrecht's question is do these tie in -- do the  
8 condominium rules and regulations supersede this code.  
9 Answer is no. The code prevails.

10 MS. CAMP: You have to comply with both.  
11 As owner of a unit -- unit owner in that condominium  
12 you have to comply with whatever regulations govern  
13 when you purchased the property, then were subsequently  
14 amended.

15 There is two separate regulations that  
16 you have to comply with in terms of --

17 MS. ALBRECHT: Two separate things.

18 MS. CAMP: You asked about the roof. I  
19 don't know what your condominium ownership is, if you  
20 own your roof or not. If you don't, then whoever --  
21 the association, if they are going to be doing major  
22 roof repair on all of them the association -- Rick,  
23 correct me if I'm wrong -- is the one getting the  
24 permit.

25 MR. SMITH: Correct.

## Ordinance Adoptions

1  
2 THE CHAIRMAN: I think the answer to John  
3 and everybody is this is the minimum. If your  
4 association requires more, then you are obligated to do  
5 that. But has nothing to do with us.

6 MS. KINNEY: Louise Kinney, 664 Summit  
7 House. I have a couple follow-up questions. First of  
8 all, one of the adoption is -- I think it's number ten  
9 or it's on this list, international property  
10 maintenance code. I think in the newspaper it was  
11 described referring to one and two family dwellings and  
12 townhouses not exceeding three --

13 MS. CAMP: That's not property  
14 maintenance. That's residential code.

15 MS. KINNEY: Okay. What is the property  
16 maintenance code that was described in the newspaper as  
17 being for one and two family?

18 MR. SMITH: The property maintenance code  
19 we currently enforce, we are currently operating under  
20 the 2000 International Code Council, not '96. We are a  
21 little further along. We currently have that in  
22 effect. Basically generic code that requires people to  
23 maintain their property. In other words, if you have  
24 rain gutters, rain gutters got to be affixed to the  
25 house. There is no requirement you have to have rain

## 1 Ordinance Adoptions

2 gutters. If you do, they have to be affixed to the  
3 house. You can't have broken windows. Those type  
4 things.

5 MS. CAMP: Deals with a lot of exterior  
6 maintenance issues.

7 MS. KINNEY: I guess my question is the  
8 way this is described is, okay, it's ordinance number  
9 nine. Adopt international -- that's international.  
10 Number ten. It's property maintenance. Okay. There  
11 is one of them here that references --

12 MR. SMITH: BOCA has a basic building  
13 code which covers all types of construction. However  
14 they also have a code, what they call residential code  
15 which covers one and two family dwellings. There is  
16 some height limit on it. But it's a little easier to  
17 use. It's a little easier to understand. So if you  
18 were building a single family dwelling or twin, you  
19 would follow that code.

20 MS. KINNEY: I think it also references  
21 townhouse not to exceed three stories. That would not  
22 apply to us as our buildings are four stories, even  
23 though our units themselves, none of them are over  
24 three stories.

25 MR. SMITH: You may go back then -- if

## Ordinance Adoptions

1  
2 they were building Summit House now they would come  
3 under the building code, not one and two family  
4 dwelling code.

5 MS. KINNEY: Okay. How do we get the list  
6 that you referenced that specifically -- I don't know.  
7 This list was faxed over to us today.

8 MR. SMITH: Yes.

9 MS. KINNEY: This really isn't specific.  
10 I mean leaves a lot --

11 MR. SMITH: I would suggest if you're  
12 doing something, you have a question, you call one of  
13 the code guys. That was the list that somebody -- that  
14 I faxed over to Sherry today.

15 MS. KINNEY: Do I understand correctly  
16 that from looking at the fees, permit fees, that they  
17 are -- many of them are based upon there is a minimum  
18 fee but they are based upon IBC BOCA method of  
19 minimums? That sounds like they are based upon overall  
20 cost of the job.

21 MR. SMITH: IBC method takes the type of  
22 construction times square footage times a factor. If  
23 you're building a new dwelling you would plug those  
24 numbers into the formula, that would spit out at the  
25 end the amount of the permit. Some of the other ones

## 1 Ordinance Adoptions

2 use that with a basic -- as the basic order, just  
3 minimum of \$100, two hundred.

4 MS. KINNEY: I guess I'm referring from  
5 the association's standpoint, the association is all  
6 unit owners together. There is no separate association  
7 per se. It's all of the unit owners together.

8 MS. CAMP: You have an executive board  
9 that acts on behalf of the association.

10 MS. KINNEY: Yes, that's correct. But  
11 for maintenance of the property, since we are a  
12 condominium, all exterior is owned by the association.  
13 The association owns the roads. None of our roads are  
14 dedicated. We maintain our roads. We replace our  
15 roofs. We do all exterior maintenance. Consequently  
16 if the cost to replace a buildings roof is \$150,000 for  
17 one building, the building permit would be sliding  
18 scale based upon the size of job or cost of the job or  
19 the square footage of the roof, it's almost as if we  
20 get penalized because we have got larger buildings  
21 rather than single family homes.

22 MS. CAMP: Well, it's more a matter who  
23 is paying it. If each individual owner had to go out,  
24 replace their own roof, they would pay. I'm just  
25 giving an example. If you're all single family

## 1 Ordinance Adoptions

2 dwellings, ten of you in your neighborhood had to  
3 replace your roof, you as an individual would pay the  
4 permit fee to replace your roof. Now instead it's  
5 going to be part of your assessment that are paid to  
6 association. So I don't really think necessarily the  
7 cost is going to be more. It's just a matter of who is  
8 paying it, how you're paying it. Are you paying it  
9 yourself directly to township, are you paying it as  
10 part of your assessment to the HOA which then pays the  
11 township.

12 MS. KINNEY: Well, we maintain our  
13 property on a regular schedule. We have got on-site  
14 maintenance personnel that do standard maintenance,  
15 like repairing siding as it needs to be repaired,  
16 replacing sections of siding. That kind of thing.  
17 They put in our walkways. We don't go to outside  
18 contractors for those kinds of things.

19 I guess my question is from a township  
20 perspective are we almost on a daily basis supposed to  
21 be coming, getting permits for what is day-to-day  
22 maintenance of our thirty-three acre property with  
23 twelve buildings on it and other amenities?

24 MR. SMITH: The ordinance allows for  
25 maintenance, somebody replacing a section of siding,

## Ordinance Adoptions

1  
2 repatching a section of the roof. However the  
3 ordinance talks when you replace the entire roof you  
4 need to get a permit. So if you're going to go up  
5 because there's a hole in the roof, patch the roof,  
6 that does not require a permit. If you're going to  
7 replace the roof you would require permit.

8 I don't believe anything is going to  
9 change any differently than what the current practice  
10 is today.

11 MS. CAMP: There is -- part of this  
12 ordinance is also adopting regulations that the  
13 Department of Labor and Industry promulgated when Act  
14 45 was passed. That's what took so long, why the  
15 Department of Labor and Industry had such a hard time  
16 getting those regulations. That's when -- this yellow  
17 book is one. Section 403.42, permit requirements and  
18 exemptions, that's, you know, a three page section that  
19 I'm sure Rick can give you a copy of it. Give me your  
20 name. I'd be happy to fax it to you. This deals with  
21 what types of things you need a permit for in addition  
22 to what is in the IBC 2003. That also has a list.  
23 This is more specific. Also has a list of exemptions.

24 MS. KINNEY: Okay. One final question.  
25 From a building permit perspective, does that include a

## Ordinance Adoptions

1  
2 series of inspections during a job, that kind of  
3 thing?

4 MR. SMITH: Yes.

5 MS. KINNEY: Because we know on our roofs  
6 that we have had to develop very strict specifications  
7 that the township wouldn't be aware of due to the slope  
8 of our roofs. We put our bids out in accordance with  
9 those specifications. We have had to have a specialist  
10 come in, develop those specs. Our contract stated it  
11 has to be in accordance with that. Whereas the  
12 township building inspector really wouldn't know  
13 anything about our individual construction.

14 MS. CAMP: Again as John said, this is  
15 establishing the minimum regulations. If you on your  
16 own or the association wants to establish more  
17 stringent regulations because of your own, you know,  
18 expertise that somebody has given you about a roof,  
19 that's fine. Building inspector will be inspecting  
20 from minimum compliance with this code.

21 MS. KINNEY: Thank you.

22 MR. McDONOUGH: Kristin, if I can make a  
23 comment. I'm a little confused. This is -- Mrs.  
24 Kinney raises a point but as I read the ordinance  
25 before us this evening the issue that she's raising has

## Ordinance Adoptions

1  
2 to deal with our current ordinances that are in  
3 existence right today, has nothing to do with what we  
4 are trying to do tonight. As I read this ordinance  
5 tonight, all we are doing is changing -- we are  
6 eliminating a name here, adding a comma there, put a  
7 hyphen here. We are just doing some amending of the  
8 existing code in terms of means of appeal shall be  
9 depleted, replaced with the following. Instead of  
10 means of appeal it's going to be boards of appeal.  
11 None of the conditions or none of the permitting or  
12 none of the issues are being affected as I read this  
13 ordinance.

14 MS. CAMP: Some are. You're primarily  
15 going from -- right now you have in effect the  
16 International Building Code 2000 edition. So part of  
17 this is that you're now going to go to the 2003  
18 edition. But because of Act 45 you're also required to  
19 adopt these regulations, which then go a step further  
20 than what is in the IBC 2003. I don't think there is  
21 any major difference in terms of when you do need a  
22 permit, when you don't. It's just more explicitly  
23 called out in these regulations.

24 MR. CHATLEY: Bottom line is if there is  
25 a difference in the requirement for a permit we don't

## Ordinance Adoptions

1 have a choice.

2 MS. CAMP: That's correct.

3 MR. CHATLEY: It's state mandated. There  
4 is a state wide building code. Somebody building a  
5 cabin up in the middle of Butler County is going to be  
6 hit with the same -- well, for the first time up there  
7 probably -- code that we are using here. That's the  
8 reason for the state wide code, to make it uniform so  
9 that what you are doing in Chester County is the same  
10 as in Allegheny County.

11 THE CHAIRMAN: I think the biggest --  
12 best way of answering the questions, we have kind of  
13 been where the whole state was trying to get to. There  
14 is some nuances but not many. If you went out to  
15 certain parts of the state they had no code. What they  
16 are doing is -- this whole meeting would be devoted to  
17 what is really going on.

18 I think it's reasonable to say that other  
19 than updating 2000 to 2003, it's a fair statement to  
20 say nothing is really changing. You're going to  
21 basically continue to function the way you have been  
22 functioning.

23 MS. CAMP: Only change that should be  
24 noted is that currently you have your own board of  
25

## Ordinance Adoptions

1  
2 appeals that handles appeals from issues, all your  
3 building code ordinances. This ordinance contemplates  
4 you will be using the West Chester area COG to  
5 formulate an intergovernmental board of appeals.  
6 That's where -- instead of East Goshen Township calling  
7 a meeting once every five years, you will pass it onto  
8 the intergovernmental board of appeals that will be  
9 formed with different members of the COG which I think  
10 again is representing several municipalities that are  
11 doing that. That's the way people are going -- trend  
12 that's happening because under the Act and regulations  
13 you're required to have five members. Those five  
14 members of the board of appeals have to have very  
15 specific training criteria. Might be difficult to find  
16 those people in your township. Just the number of  
17 times you have to even conduct these hearings is so  
18 minimal, makes sense to go to an intergovernmental  
19 board.

20 THE CHAIRMAN: Other thing too, specific  
21 questions, best thing is calling Mike Merwin, let him  
22 answer specific questions. We're talking  
23 generalities. Going back to the '99, he is somewhat  
24 keeping track of this thing. I'm not an expert.

25 What I can conclude, it really doesn't do

## 1 Ordinance Adoptions

2 that much more for us. There is procedural things --  
3 obviously make 2003 the operative document. That's  
4 about it. You should not go home thinking all these  
5 things have to be changed.

6 MR. CHATLEY: That begs the question does  
7 our BOCA board of appeals cease to exist after  
8 tonight?

9 MS. CAMP: No. Way this was drafted was  
10 it doesn't cease to exist until such time as you by  
11 resolution agree to be a member of the COG's board of  
12 appeals. There is some background in terms of policy,  
13 procedures, bylaws to be established.

14 MR. CHATLEY: I thought I just heard  
15 appeals hence forward had to go through COG.

16 MR. SMITH: Ordinance contemplates it  
17 can. COG has set up a board of appeal. Three of the  
18 members on it were on our board of appeals.

19 MR. CHATLEY: What point do we extinguish  
20 our board?

21 MR. SMITH: When the representatives  
22 suggest, we will have a resolution authorizing they  
23 become the board of appeals. That's Mary's bailiwick.

24 MS. CAMP: I'm contemplating COG will  
25 come back with proposed bylaws to operate that each of

## Ordinance Adoptions

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the participant municipalities will have a chance to look at that approve it, adopt a resolution saying okay, hence forth we are going to send our appeals to this intergovernmental.

MR. CHATLEY: Is it a fee situation?

MS. CAMP: Filing fee. Yes.

MR. CHATLEY: Ours is free.

MR. SMITH: No. There is a fee. Those members are not paid. There is a fee to file. Members serve without compensation.

MR. CHATLEY: Are members of the COG going to serve without compensation?

MR. SMITH: There will be a fee to file. Members serve do not get compensated.

MR. CHATLEY: We'll see.

THE CHAIRMAN: All those in favor of the motion?

MR. CHATLEY: Aye.

MR. BATTAVIO: Aye.

MR. McDONOUGH: Aye.

THE CHAIRMAN: Unanimous. Thank you very much.

(HEARING CONCLUDED)

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CERTIFICATION

I, Colleen M. Pimer, an Official Court Reporter, Chester County, Pennsylvania, duly authorized to administer oaths in Commonwealth of Pennsylvania, hereby certify that the proceedings, evidence and testimony in the foregoing hearing are contained fully and accurately in the stenographic notes of testimony taken by me on the hearing of the above cause and that this transcript is a correct transcription of the same.



Colleen M. Pimer  
Official Court Reporter

**Memo**  
**East Goshen Township**  
**1580 Paoli Pike**  
**West Chester, PA 19380**  
E-mail [rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)

Date: February 26, 2016  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Sunoco Pipeline

When the Marydell Farm subdivision was approved it included a trail system for horses. The trail system or "Bridle Paths" as they were called consisted of several 15 foot wide strips of land that meandered through the subdivision. The Township owns these Bridle Paths.

One of these Bridle Paths is located between 1540 Bancroft Drive and 600 North Chester Road. Sunoco Pipeline L.P. has requested that the Board grant them an easement across end of this Bridle Path where it connects to North Chester Road. The easement is approximately 15 feet wide and 12 feet long.

The easement will allow Sunoco Pipeline L.P. to construct, operate and maintain two (2) additional pipelines to be located in a permanent easement situated on a 15 foot wide bridle path that is located between 1540 Bancroft Drive and 600 North Chester Road.

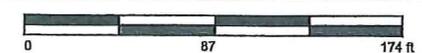
The Township will receive consideration of \$11,000 for the easement.

Sunoco provided the Township with their standard easement, which was subsequently reviewed and revised by the Township Solicitor and I. We would recommend that the Board grant Sunoco the attached easement.

**Suggested Motion:** I move that we authorize the Chairman to execute the easement agreement with Sunoco Pipeline L.P.; and authorize the Township Manager to release the executed easement agreement to Sunoco upon the receipt of the \$11,000.



Map Title Goes Here 53-4-0



**MARINER EAST 2\_PENNSYLVANIA PIPELINE PROJECT  
SEGMENT 3**

**PA-CH-0377.0000**

East Goshen Township  
Chester County, Pennsylvania

This instrument prepared by  
SUNOCO PIPELINE L.P.  
and when recorded return to:  
SUNOCO PIPELINE L.P.  
Attn: Right-of-Way Department  
P.O. Box 10814  
Lancaster, PA 17605  
(717)208-7735

UPI# None Assigned

**PERMANENT EASEMENT**

This Permanent Easement ("Easement"), dated \_\_\_\_\_, 20\_\_\_\_, by **East Goshen Township**, whose mailing address is 1580 Paoli Pike, West Chester, Pennsylvania 19380, (hereinafter referred to as "Grantor", whether one or more), for the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby does forever grant, bargain, sell and convey unto **Sunoco Pipeline L.P.**, a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"), a non-exclusive fifty foot (50') wide free and unobstructed permanent easement over and upon the land owned by Grantor, containing 0.2065 acres, more or less, being more specifically described in the Deed dated November 7, 1973 and recorded in Deed Book E-44, Page 198, in the office of the Recorder of Deeds of said County and State (the "Property") in order to construct, operate and maintain two (2) additional pipelines, for a total of four (4) pipelines to be located in the Permanent Easement, each of the new pipelines not to exceed twenty-four inches (24") in nominal pipe diameter (the "Pipelines") and above-ground pipeline markers only, in, over, through, across, under, and along land owned by the Grantor described in the attached **Exhibits "A" and "B"** (the "Permanent Easement"), attached hereto.

Grantee shall conduct all operations within the agreed upon fifty foot (50') Permanent Easement area. Grantee shall not have any right to use any temporary work space or additional work space outside of the agreed upon Permanent Easement area without Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall install Pipeline via Horizontal Drilling method which shall not disturb the surface of the Property. However, Grantee reserves the right to install the Pipelines via traditional open trench method should conditions beyond Grantee's control necessitate it. In the event that the Pipelines are installed by utilizing an open trench method the Pipelines shall be installed to a minimum depth of forty-eight (48") inches below the surface of the ground and any then-existing drainage ditches, creeks and roads. Should aforementioned event occur Grantee shall obtain written permission from Grantor, which shall not be unreasonably withheld, conditioned or delayed, and shall make additional payment to Grantor for the use of a temporary construction easement (the "Temporary Easement"). All rights, duties and/or obligations arising by or under this Easement shall only apply to the Temporary Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Permanent Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, surveying, inspecting, patrolling, protecting, repairing, changing the size of to a pipe width no greater than 24 inches in diameter, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of products that Grantee has the right to transport pursuant to its certificate of public convenience issued by the Pennsylvania Public

Utility Commission pursuant to the Pennsylvania Public Utility Code, together with above ground pipeline markers only and such below-ground appurtenances as may be necessary or desirable for the operation of the Pipelines.

2. Grantee shall bury the Pipelines to a minimum depth of thirty-six inches (36") below the surface of the ground and any then-existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipelines may be buried at a lesser depth provided that the depth of pipe must comply with all applicable federal and state regulations, statutes, permits and approvals.

3. Grantee shall have the right to select the exact location of the Pipelines within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and adjacent support for and drainage for the Pipelines and appurtenant facilities related to this pipeline project.

4. The consideration paid by Grantee in this Easement includes the market value of the Easement conveyed by Grantor and any and all damages to the Property and for reasonably anticipated damages caused to the surface of the Easement during the initial construction of the Pipelines and related facilities. The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to timber or growing crops on the Easement. The initial consideration does not cover any damages which may accrue after initial construction of the Pipelines to the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipelines, or any other damages incurred from time to time as hereinafter more specifically set forth, including damages for loss, injury, or death of Grantor's (or, if leased, to Grantor's tenant's) livestock if such loss, injury or death is due to Grantee's exercise of any right under this Easement. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.

5. Ingress and egress to the Property shall be limited to the Permanent Easement. Private roads and driveways are not to be used unless permission is obtained from the Grantor.

6. Grantee will level, re-grade and reseed the ground disturbed by Grantee's use of the Easement. Grantee shall minimize the disturbance and effect of construction to the extent reasonably possible. If a trench must be left open over-night, the area of disturbance will be minimal and always properly protected by safety fencing. Grantee shall backfill all areas excavated, compact the ground as may be appropriate and fully restore the surface of the ground to the extent practicable, to the condition existing prior to the disturbance. Prior to final compaction and restoration, all ditches will be safely backfilled and temporarily repaired. Any areas which are not fully compacted and finally restored will be enclosed with safety fencing until the restoration work is complete. Grantee will construct and maintain soil conservation devices on the Easement immediately after the initial disturbance of the soil and maintain throughout construction as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from construction of the Pipelines. Grantee shall install and maintain all necessary soil conservation devices required by the Chester County Conservation District and any other agency having jurisdiction over Grantee any time it conducts any work within the Permanent Easement pursuant to the authority granted in this Easement.

7. Grantor may use the Permanent Easement for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor may not use any part of the Permanent Easement if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Permanent Easement for the purposes for which the Permanent Easement is being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Permanent Easement without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Permanent Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to, agricultural, recreational, industrial, open space, set-back, density, street and roadway purposes; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor is permitted, after review and written approval by Grantee, to construct, reconstruct or maintain any and all streets, roads and utilities (including, but not limited to, water, sewer, gas, electric, cable TV, telephone or other utility lines) at any angle of not less than forty-five (45) degrees to Grantee's Pipelines over and across the Permanent Easement at such place or places as Grantor may select which do not damage, destroy or alter

the operation of the Pipelines and its appurtenant facilities and provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements (including cathodic protection) are met by Grantor. The use of the Permanent Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement. Grantor must notify Grantee in writing of its intention to install any such encroachments. In the event the terms of this paragraph are violated, Grantor shall have thirty (30) days in which to eliminate such violation upon receipt of written notice from Grantee, except in case of emergency when Grantee shall have the right to immediately correct or eliminate such violation without liability to Grantor for damages.

8. Grantee agrees that Grantee and its agents, officers, servants, employees or subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Permanent Easement, (ii) purposely harm or injure in any way the artifacts, wildlife, animals or livestock on the Permanent Easement, or (iii) bring any dog, gun, firearm, fishing equipment, other sporting paraphernalia, alcohol or illegal drug of any kind onto the Permanent Easement.

9. Grantee has the right, but not the obligation, to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines, to remove possible hazards thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipelines and appurtenant facilities or conflict with governmental regulations. All trees, brush and other debris caused by construction shall be burned and/or chipped and spread on the Permanent Easement or removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any tree, brush or tree limbs upon the Permanent Easement as a result of its exercise of its rights under this paragraph.

10. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement for the purposes for which the Permanent Easement is being sought by Grantee.

11. Grantee shall have the right to remove any fence which now crosses or may cross the Permanent Easement during initial construction of the Pipelines. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the Property. Upon completion of initial construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee will restore all fences cut during construction as nearly as possible to as good, or better, condition as they were prior to the construction of the Pipelines. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, so that cattle, horses and/or other livestock located on the remainder portion of the Property cannot stray from the fenced pastures. Grantee and Grantor shall have the right to install locks on the gates so as to allow access to each party.

12. Grantee agrees that, after completion of initial construction or in the event Grantee's operation, maintenance, repair, alteration and/or servicing of the Pipelines disturbs the surface of the Permanent Easement, Grantee will restore the surface of the Permanent Easement, as much as is reasonably practicable, to the condition that existed prior to such use of the Permanent Easement, except to the extent that the surface may be permanently modified by such construction, maintenance, repair, alteration and/or servicing of the Pipelines. Grantee shall restore any surface area of the Temporary Easement disturbed during initial construction, as much as is reasonably practicable, to the condition that existed immediately preceding Grantee's use of the Temporary Easement, except to

the extent that the surface may be permanently modified by Grantee's permitted use of the Temporary Easement as set forth in this Easement.

13. The undersigned warrant that he/she/they/it is/are the owner(s) of the Property herein described and have authority to execute this Easement on behalf of the parties to this Easement.

14. Cathodic protection test stations, if necessary for the operation of the Pipelines, as determined by Grantee, may be placed by Grantee at the junction of the Permanent Easement and the fence lines on Grantor's Property and at any other location required by law.

15. The rights granted to Grantee in this Easement may be assigned, in whole or in part, to one or more assignees, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee and such assignee shall abide by all terms of this Easement. The Permanent Easement shall be perpetual.

16. This Easement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

17. This Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party, but Grantor shall deliver at least one (1) original signature to Grantee for recording purposes.

18. This Easement contains the entire agreement and supersedes any and all prior statements, whether written or oral, and all oral or written proposals, if any, concerning the subject of the Easement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee that is not expressed or referenced specifically within the Easement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Easement is free and voluntary; this Easement may not be modified or amended, except on or after the date hereof, by a writing signed by the other party against whom such modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

19. Any and all notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Easement is granted, shall be deemed delivered when sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein. Grantor and Grantee may designate persons and addresses for all notices and information. Such persons or addresses may be changed by the respective party by delivering written notice of such change to the other party.

20. Grantor and Grantee shall execute and deliver any instruments and documents and take such action as may be necessary or reasonably requested or required by the other party to give full force and effect to this Easement and to carry out its intent.

21. Grantee shall replace any and all property pins and monuments that it or its agents, employees, designees, contractors, guests, invitees, successors and assigns remove as a result of any work within the Permanent Easement.

22. Grantee, on behalf of itself and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it, shall indemnify, defend and save harmless Grantor from any claims, suits, causes of action, liability or damages which may be asserted against Grantor arising out of or as a result of the use of the Property in the exercise of the rights herein granted. Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it, shall be strictly liable to Grantor for all damages caused to and on the Property caused by Grantee's operation and use of the Permanent Easement. Specifically excluded from the foregoing indemnities is any claim for any indirect, incidental,

consequential, special or punitive damages or any claim for the discovery of adverse environmental conditions not caused by the acts or omissions of Grantee.

23. Grantee shall provide Grantor with at least 14 days' written notice before entering the Property to begin construction work. Written notice shall be sent to the Township Manager at the address listed above and via email to [rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org).

24. While the construction work of installing the Pipelines is in progress, Grantee shall designate and inform Grantor of a contact person who shall be available seven (7) days a week, twenty-four (24) hours a day to respond to the questions and concerns from the Grantor.

25. Grantee shall repair any sinkholes or depressions in the area excavated for a period of three years from the date that the construction on the Property is completed.

26. Prior to the commencement of construction work on the Property, Grantee shall provide to Grantor a copy of its insurance certificate which shall cover all of the activities of its agents, contractors and subcontractors and name the Grantor as an additional insured. Grantee' insurance shall be in the minimum amount of One Million (\$1,000,000.00) Dollars general liability coverage and workers compensation in the statutory amount. Grantee shall maintain such insurance coverage in full force and effect for as long as Grantee exercises any rights under this Easement Agreement.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Easement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Page(s) Follow]

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

East Goshen Township

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

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

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

**ACKNOWLEDGEMENT**

**COMMONWEALTH OF PENNSYLVANIA** §

§

**COUNTY OF \_\_\_\_\_** §

§

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, and further acknowledged that he/she, as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the Commonwealth of Pennsylvania

\_\_\_\_\_  
(Print Name of Notary Public Here)

**GRANTEE:**

**Sunoco Pipeline L.P.**

By: Sunoco Logistics Partners Operations GP LLC, its  
general partner

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

Name: Karen R. McMillin

Title: Director, Right of Way (Attorney-in-Fact)

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

§

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Karen R. McMillin, who acknowledged herself to be the Director, Right of Way (Attorney-in-Fact) of Sunoco Logistics Partners Operations GP LLC, a Delaware limited liability company, general partner of Sunoco Pipeline L.P. and further acknowledged that she, as such Director, Right of Way, being authorized to do so, executed the foregoing instrument as the act and deed of such company for the purposes therein contained by signing the name of such company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Notary Public Here)

PA-CH-0377.0000  
Chester County, Pennsylvania  
Pennsylvania Pipeline Project

**Exhibit "A"**

**DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF  
EAST GOSHEN TOWNSHIP**

**BEING A METES AND BOUNDS DESCRIPTION FOR PERMANENT EASEMENT ACROSS THE LANDS NOW OR FORMERLY OF EAST GOSHEN TOWNSHIP IN EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK E-44, PAGE 198 AS RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS.**

Beginning at a point, said point being the northernmost corner lands now or formerly East Goshen Township; thence along the northeasterly boundary line lands now or formerly East Goshen Township South  $28^{\circ}40'56''$  East a distance of 15.8 feet more or less to the easternmost corner lands now or formerly East Goshen Township; thence along the southeasterly boundary line lands now or formerly East Goshen Township South  $61^{\circ}19'04''$  West a distance of 12.0 feet more or less to a point; thence across the lands now or formerly East Goshen Township North  $31^{\circ}06'21''$  West a distance of 15.8 feet more or less to a point on the northwesterly boundary line lands now or formerly East Goshen Township; thence along said northwesterly boundary line North  $61^{\circ}19'04''$  East a distance of 12.7 feet more or less to the POINT OF BEGINNING.

The above described easement across the lands now or formerly East Goshen Township containing 0.004 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF EAST GOSHEN TOWNSHIP"

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of East Goshen Township.
- 2) The intent of this Exhibit "A" is NOT to supersede any of the existing easements for the existing pipelines shown on the attached Exhibit "B".
- 3) Bearings shown hereon are Grid bearings of NAD83 Pennsylvania State Plane Coordinate System, South Zone, U.S. Survey Feet. Distances shown hereon are on Grid and a scale factor must be applied to convert to ground distances.
- 4) Record information shown hereon is based on the best available record information and provided to LW Survey Co. by Rooney Engineering.
- 5) For additional information, see attached easement drawing (Exhibit "B") made in conjunction with and considered an integral part of the above described permanent easement.
- 6) This description and the attached Exhibit "B" were prepared for the purpose of creating a permanent easement and are not intended for use as a boundary survey.

**TEMPORARY/ADDITIONAL TEMPORARY WORKSPACE**

This parcel is not subject to Temporary/Additional Temporary Workspace.

LW Survey Co.  
1725A Oregon Pike, Suite 204  
Lancaster, PA. 17601

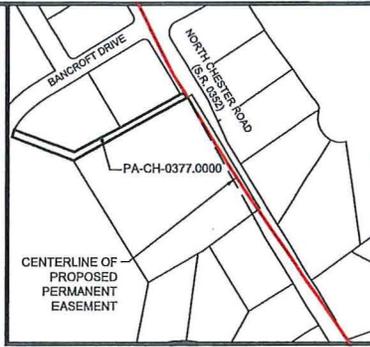
# EXHIBIT B EAST GOSHEN TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

## LEGEND

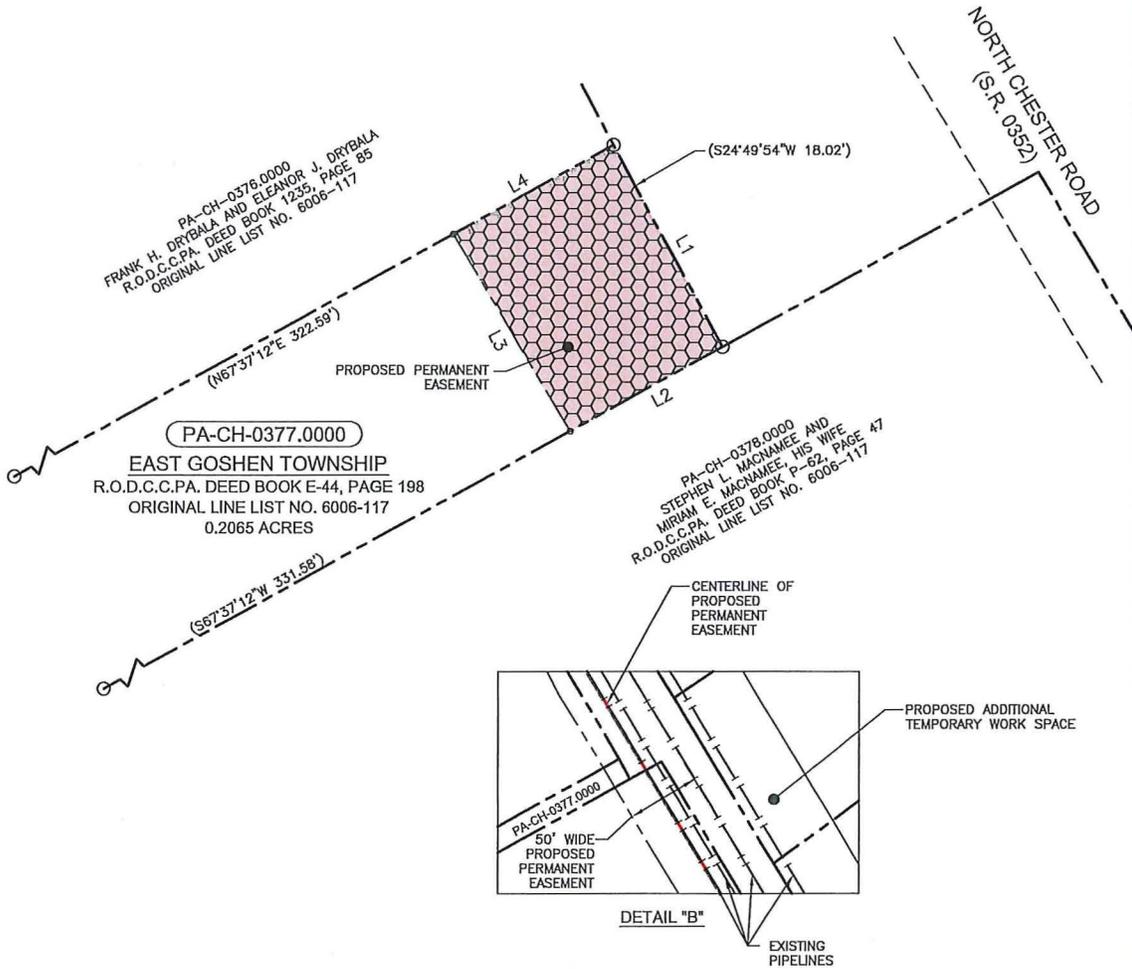
- R.O.D.C.C.P.A. CHESTER COUNTY RECORDER OF DEEDS, PA.  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINATION  
 ( ) RECORD BEARING AND DISTANCE  
 ● PROPERTY CORNER FOUND  
 ○ PROPERTY CORNER NOT FOUND  
 △ PROPOSED PIPELINE/DEED LINE INTERSECTION  
 ○ PROPOSED PIPELINE VERTICE  
 PROPOSED PERMANENT EASEMENT  
 PROPOSED TEMPORARY WORK SPACE  
 PROPOSED ADDITIONAL TEMPORARY WORK SPACE



Scale: 1" = 10'



VICINITY MAP  
NOT TO SCALE

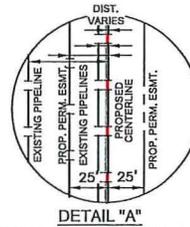


TOTAL DISTANCE ACROSS PROPERTY: 0.00 FT  
 PROPOSED PERMANENT EASEMENT: 0.004 ACRES  
 TEMPORARY WORK SPACE: 0.00 ACRES  
 ADDITIONAL TEMPORARY WORK SPACE: 0.00 ACRES

LINE	BEARING	DISTANCE
L1	S28°40'56"E	15.77'
L2	S61°19'04"W	12.04'
L3	N31°06'21"W	15.79'
L4	N61°19'04"E	12.71'

**NOTES:**

- THE PURPOSE OF THIS PLAN IS TO SHOW THE LIMITS OF THE PROPOSED PERMANENT AND TEMPORARY EASEMENTS CROSSING THE SUBJECT PROPERTY. THE PROPERTY LINES SHOWN HEREON, WERE COMPILED FROM THE BEST AVAILABLE RECORD INFORMATION AND GEO-REFERENCED TO APPARENT BOUNDARY EVIDENCE AND IS NOT THE RESULT OF A BOUNDARY SURVEY.
- THE INFORMATION SHOWN HEREON IS AN ILLUSTRATION OF THE APPARENT PROPERTY LINES IN RELATION TO THE PROPOSED EASEMENTS. IT SHOULD NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
- BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE PROJECT COORDINATE SYSTEM OF NAD 83, PENNSYLVANIA STATE PLANE, SOUTH ZONE, U.S. SURVEY FEET. DISTANCES SHOWN HEREON ARE GRID DISTANCES AND A SCALE FACTOR MUST BE APPLIED TO CONVERT TO GROUND DISTANCES.
- CORNER TIES WITH "4" REFERENCE ARE APPROXIMATE SCALED DISTANCES.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT "A") MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THE ABOVE DESCRIBED EASEMENT.



SURVEYED BY:  IWS Survey Co.  
1725A Oregon Pike  
Suite 204  
Lancaster, PA 17601

CLIENT:  Sunoco Pipeline L.P.

REVISIONS			
NO.	DATE	BY	DESCRIPTION
0	6/03/15	KR	ISSUED FOR REVIEW
1	6/24/15	ARG	REVISED PER COMMENTS

PERMANENT EASEMENT & RIGHT OF WAY  
CROSSING PROPERTY OF  
EAST GOSHEN TOWNSHIP

DRAWN BY: KR  
 TRACT NO. PA-CH-0377.0000

DRAWN DATE: 6/03/15  
 CHECKED BY: ARG  
 PLOT DATE: 6/24/15  
 PAGE 1 OF 1

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

Date: February 26, 2016  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Plank House HVAC Bids

On February 25, 2016 I opened bids for the replacement of the HVAC system at the Plank House. Bid results are as follow:

R&D Construction Heating Cooling Inc.  
BASE BID TOTAL COST: \$4,700.00                      ALTERNATE BID TOTAL COST: \$6,732.00

Timothy Off Heating, Air Conditioning & Plumbing, Inc.  
BASE BID TOTAL COST: \$5,033.00                      ALTERNATE BID TOTAL COST: \$6,034.00

Thermal Logistics, Inc.  
BASE BID TOTAL COST: \$5,099.00                      ALTERNATE BID TOTAL COST: \$950.00 \* ASSUME  
THIS IS THE ADDITIONAL COST FOR ALTERNATE WHICH WOULD BRING THE TOTAL TO \$6049.00

EJ Henry Services LLC  
BASE BID TOTAL COST: \$5,150.00                      ALTERNATE BID TOTAL COST: \$7,660.00

Cook's Service Company, Inc.  
BASE BID TOTAL COST: \$4,480.00                      ALTERNATE BID TOTAL COST: \$5,830.00  
Incomplete - Did not include the required COP, SEER or HSPF information

The low bidder R&D Construction is proposing to provide Bryant units and the equipment ratings are as follows:

Base Bid	SEER -14	HSPF- 8.2	High Temp COP - 3.84	Low Temp COP 2.54
Alternate	SEER -17	HSPF- 9	High Temp COP - 3.90	Low Temp COP 2.74

**Recommendation** - I would recommend that you award the bid to R&D Construction. We can discuss if the alternate bid is more cost effective in the long run on Tuesday.

# Memo

## East Goshen Township

Date: February 18, 2016  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Penn DOT Mowing Agreement for West Chester Pike

Attached is the annual mowing contract for West Chester Pike.

**Suggested Motion:** I move that we adopt Resolution 2016-58, authorizing the Chairman to execute the mowing agreement with Penn DOT.

**RESOLUTION**

2016-58

**BE IT RESOLVED**, by authority of the BOARD OF SUPERVISORS  
(Name of governing body)  
of the EAST GOSHEN TOWNSHIP, CHESTER County, and it  
(Name of Municipality)

is hereby resolved by authority of the same, that the CHAIRMAN of  
(designate official title)

said Municipality be authorized and directed to sign the attached Agreement on its behalf.

**ATTEST:**

EAST GOSHEN TOWNSHIP

(Name of Municipality)

\_\_\_\_\_  
(Signature and designation of official title)

By: CHAIRMAN  
(Signature and designation of official title)

I, LOUIS F SMITH JR,  
(Name)

TOWNSHIP SECRETARY  
(Official title)

of the BOARD OF SUPERVISORS, EAST GOSHEN TWP do hereby certify that the foregoing  
(Name of governing body and Municipality)

is a true and correct copy of the Resolution adopted at a regular meeting of the

BOARD OF SUPERVISORS, held the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Name of governing body)

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
(Signature and designation of official title)

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

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**MAINTENANCE SERVICES**

**AGREEMENT NO 3900037898**

**FID #: 23-6005479**

**SAP VENDOR # 139277**

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

**AND**

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

**WITNESSETH:**

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

**WHEREAS**, the COMMONWEALTH and the MUNICIPALITY are both public procurement units under Chapter 19 of the Commonwealth Procurement Code, 62 Pa. C.S. § 1901 et seq., and are authorized to enter into agreements related to the cooperative use of supplies or services pursuant to Section 1904 of the Procurement Code, 62 Pa. C.S. § 1904, under which the latter shall perform minor routine maintenance work on the roadway and shoulders of any State Highway, or portion thereof; and,

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

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

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

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

3. The MUNICIPALITY undertakes these responsibilities as an independent contractor, and its employees and/or lessors and/or contractors are not to be considered employees of the COMMONWEALTH for any purposes. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of the MUNICIPALITY'S employees and/or lessors and/or contractors during the performance of, or resulting from the performance under, this Agreement.
4. This Agreement shall be effective for the period commencing upon written notice by the COMMONWEALTH to the MUNICIPALITY and terminating on 12/31/2016, unless sooner terminated for cause upon thirty (30) days' written notice by either party to the other. Upon termination for cause, all obligations, except liability for claims arising from the MUNICIPALITY'S performance and damages incurred by the COMMONWEALTH, shall cease. In the event of termination, the MUNICIPALITY shall be paid for the work performed to the date of termination, to the extent such work has been performed in accordance with the requirements of this Agreement.
5. Work performed by the MUNICIPALITY under this Agreement shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives within sixty (60) days of completion of the work. If, upon inspection, certain work is found not to be in conformance with the specifications, policies and procedures of the COMMONWEALTH, or is not performed in a good and workmanlike manner, the work shall be corrected or re-performed, as necessary, by the MUNICIPALITY, at no cost to the COMMONWEALTH. The COMMONWEALTH shall not be obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the discretion of the COMMONWEALTH.
6. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "C" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.
7. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit "D" and incorporated herein by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act and the Contractor Responsibility Provisions.
8. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
9.
  - (a) Within ten (10) days after the effective date of this Agreement and every ninety (90) days thereafter, the MUNICIPALITY shall submit a proposed work program to the COMMONWEALTH, addressed to the Department of Transportation's local County Maintenance Manager. The MUNICIPALITY may proceed to work five (5) working days after submitting its proposed work program to the COMMONWEALTH, unless notified to the contrary.
  - (b) The MUNICIPALITY may, at any time during the progress of a quarterly work program, submit, for the COMMONWEALTH'S approval, a supplemental or amended work program and may proceed to work five (5) working days after submitting such amended work program, unless notified to the contrary.
  - (c) If an emergency situation arises, the Department of Transportation's local County Maintenance Manager, who shall be responsible for declaring such an emergency situation, may give verbal authorization to perform necessary additional work. The MUNICIPALITY shall promptly confirm any emergency authorization in writing. Any emergency work authorized pursuant to this paragraph shall be limited to the categories of work for which the MUNICIPALITY has assumed responsibility under this Agreement.
10. The MUNICIPALITY shall be responsible for maintenance and protection of traffic at all times during the performance of its responsibilities under this Agreement. This shall be performed in accordance with the Department of Transportation's Publication 203, entitled Work Zone Traffic Control, current edition, which the COMMONWEALTH shall make available to the MUNICIPALITY upon request.
11. The MUNICIPALITY may submit invoices at various intervals, but in no event shall invoices be submitted more frequently than on a monthly basis. Invoices shall be accompanied by a written statement certifying that the work listed in the invoice was performed properly, specifically in accordance with the specifications, policies and procedures set forth in this Agreement.

12. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
  - (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the MUNICIPALITY to properly apply the state agency's payment to the respective invoice or program.
  - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
13. It is understood between the parties that the maximum amount payable under this Agreement by the COMMONWEALTH to the MUNICIPALITY shall not exceed the sum of Three Hundred and Ninety Seven dollars and Forty one cents (\$397.41) dollars, without a written supplemental agreement signed by both parties.
14. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

**RESOLUTION**

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

**ATTEST:**

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

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

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

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

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

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

APPROVED AS TO LEGALITY  
AND FORM

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

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

Contract No. 3900037898, is split 0%, expenditure amount of N/A for federal funds and 100%, expenditure amount of 397.41 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 1058200714.

Preapproved Form: OGC No. 18-FA-5.0  
Appv'd OAG 5/1/2013

**EXHIBIT "A"**

**AGREEMENT #: 3900037898    MUNICIPALITY: East Goshen Township    COUNTY: Chester**

**STATE ROUTE**

SR                      Acres

003                      1.10

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

The total number of acres is based on mowing four cycles for the 2016 mowing season.

The total acres for the contract period is 4.4 ACRES

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

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



## EXHIBIT C

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

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

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

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

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

Revised February 1, 2010

EXHIBIT "D"

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

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

2/24/2015

## 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 contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- 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 prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- 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.

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

- a. 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 or procurement with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate

to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, 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.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity 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 the Office of the State Inspector General in writing.
- h. 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, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an 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 Office of the State 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 refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. 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.

EXHIBIT "D"

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

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

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

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

EXHIBIT "D"

**Contractor Responsibility Provisions**

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

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

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

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

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

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

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

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

**Memo**  
**East Goshen Township**  
**1580 Paoli Pike**  
**West Chester, PA 19380**  
E-mail [rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)

Date: February 26, 2016  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: East Boot Road Detour WEGO Special Detail

When we close East Boot Road on March 7<sup>th</sup>, a detour will be posted.

However, I would anticipate an increase the amount of traffic that cuts thru the Applebrook Park and Applebrook Preserve via Hibberd Lane. I would note that the bulk of Hibberd Lane is located in Applebrook Park.

While we cannot prohibit the cut thru traffic we can make sure that the motorists obey the speed limit and stop at the stop signs. I can ask the police to monitor this area. However if they get a call they would have to leave, so monitoring would be sporadic at best.

Accordingly I would recommend we have the police schedule a special detail to monitor traffic on Hibberd Lane.

The rate for special details is \$120/hour. Accordingly I would suggest authorizing the expenditure of \$5,000 for special detail. This will provide us with 41 hours of detail.

PS: Based on Jason's information, between 200 and 400 people a day walk on the trails in the Township and Applebrook Parks.

# Memorandum

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

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

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Date: 2/26/2016  
To: Board of Supervisors  
Cc: Deer Committee  
From: Mark Gordon, Township Zoning Officer *mb*  
Re: 2015 Deer Management Program (Archery Hunting)

Dear Board Members:

The 2015 Deer Hunting season has concluded and I have enclosed the results of the Archery Hunting program for your review and comment.

Twenty seven (27) Deer were harvested in the Township Openspace areas and no significant incidents or complaints were reported to the Township during the hunting season. The number of deer harvested in the open spaces increased by 3 in 2014.

There were two recommendations from the Archery Hunting Groups to improve the program.

1. It would be helpful if the Cloctower openspace Field, SW of the RCSTP, was not mowed in the fall. I spoke to Mark Miller about this and he needs to cut the field and has no problem cutting it prior to the beginning of the hunting season.
2. The hunting group in the Bowtree /Clocktower Openspace would like to plant a food plot of clover to help attract the deer. I spoke with Mark about this and he doesn't have a problem with this.

I would also add that the Township Staff is not receiving complaints about deer damage to landscaping, which we believe is directly attributed to the Deer Archery Hunting program.

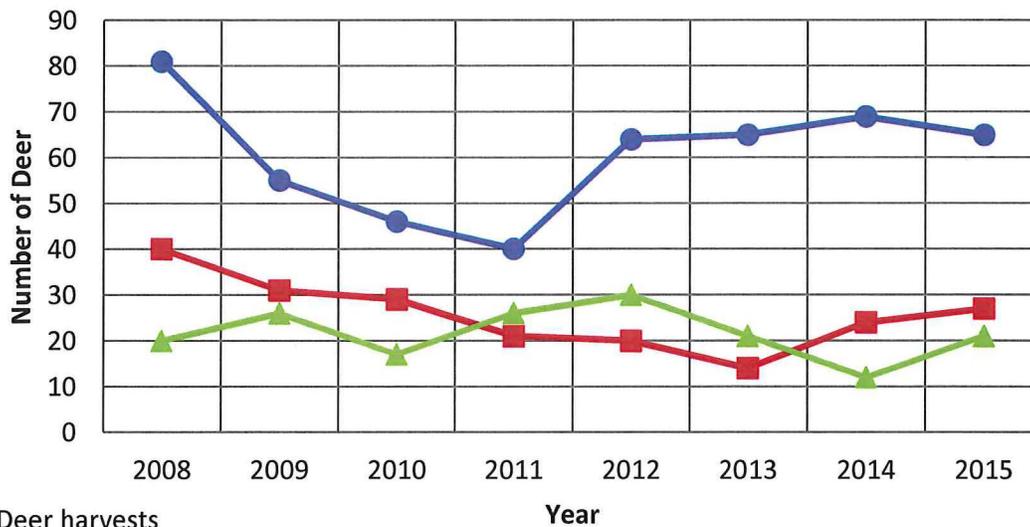
The Deer Committee will accept Deer Management Group Applications for the 2016-17 Archery Season until May 3, 2016. The Committee will review all applications and hold their regularly scheduled public meeting on May 10<sup>th</sup> to discuss the applications and formulate a recommendation for the 2016-17 hunting season. I will forward the Deer Committee recommendation to the Board of Supervisors by mid June.

# EAST GOSHEN TOWNSHIP OPENSOURCE HUNTING PROGRAM

## Program Summary 2008 – 2015

Hunting Season	EGT Deer harvests	Veh. Accidents reported to WEGO	Deer Road Kill Picked-up in EGT
2008	40	20	81
2009	31	26	55
2010	29	17	46
2011	21	26	40
2012	20	30	64
2013	14	21	65
2014	24	12	69
2015	27	21	65

**Deer Management Program Summary**



**Memo**  
**East Goshen Township**  
**1580 Paoli Pike**  
**West Chester, PA 19380**  
E-mail [rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)

Date: February 26, 2016  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Chester Creek Stream Restoration Project

Last fall I met with Sylvan Klein and Hayley Oakland of the Academy of Natural Sciences who is working on a project with Drexel University on Stream Restoration Project. They are researching the effectiveness of older stream restoration project, and as part of the project they review our file on the Chester Creek Stream Restoration Project that we undertook in the Supplee Valley Open Space in 2003.

The Academy would like to include the Chester Creek Project in their study.

Under the study they would collect aquatic insects, measure water quality, and erosion rates. They have applied for the appropriate permit from the PA Fish and Board Commission to collect the aquatic insects.

They would also like to bank pins (short pieces of re-bar) in the stream bank in order to measure erosion.

They do not need permission from the Township to measure water quality or collect insects.

However, I just wanted the Board to be aware of the fact that they will need to install the bank pins.

Personally, I think this is a great opportunity to determine the effectiveness of the 2003 project.

Accordingly, I would recommend that we allow them to install the bank pines with the condition that they provide us with a copy of the study once it is completed.

Jon Altshul

SUSPEND SEWER + REFUSE

Bill

**From:** Karen Forlenza Kemmerer <k\_forlenza@yahoo.com>  
**Sent:** Tuesday, February 23, 2016 3:26 PM  
**To:** Jon Altshul  
**Cc:** rsmith@eastgoshen.org  
**Subject:** Re: utility bill

Yes. Please discuss this with the Board of Supervisors.

Thanks,  
Karen

> On Feb 23, 2016, at 3:20 PM, Jon Altshul <jaltshul@eastgoshen.org> wrote:

>

> Hi Karen:

>

> Thanks for your email. As I explained last week, neither Rick nor I  
> have the power in this situation to administratively to waive or  
> reduce your sewer/refuse bill. That power rests solely with the Board of Supervisors.

>

> To clarify, are you requesting that the Board of Supervisors consider  
> this appeal? If so, the item would need to be discussed at a public meeting.

>

> Please advise.

>

> Thanks,

>

> Jon Altshul  
> Chief Financial Officer  
> East Goshen Twp  
> [jaltshul@eastgoshen.org](mailto:jaltshul@eastgoshen.org)  
> 610-692-7171

>

>

> -----Original Message-----

> From: Karen Forlenza Kemmerer [mailto:k\_forlenza@yahoo.com]

> Sent: Tuesday, February 23, 2016 2:39 PM

> To: [jaltshul@eastgoshen.org](mailto:jaltshul@eastgoshen.org)

> Cc: [rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)

> Subject: utility bill

>

> John,

>

> I am hoping that you can help me out with our most recent bill. Our  
> account number is 6151. The address for this account is 40 Meadow  
> Creek Lane in Malvern.

>

> We moved at the beginning of November. This residence is vacant and

> currently for sale.  
>  
> I just received a bill stating that we owe \$249.66 for Jan- march month end.  
> It is showing water usage of 19,000 gallons. The water usage is zero  
> since the house is completely vacant. Even if I were to have an  
> interested buyer over the next few weeks- we would not be settling  
> until well after this date.  
>  
> I have already OVERPAID for 4th quarter 2015. We moved out the  
> beginning of november. I did not write at that time since I know it  
> would be hard for you to figure out a mid cycle number.  
>  
> At this point, I think that it would be completely unfair to ask me to  
> pay \$249.66. The number should be zero.  
>  
> When I spoke with Rick, he was very thorough in explaining how this  
> calculation occurs. That being said, since I do not live there ....I do  
> not think that I should be obligated to pay for something that I am  
> not using.  
>  
> I appreciate your consideration in removing this charge entirely (or  
> at least substantially reducing it). Again, this house has been  
> vacant since the beginning of November. It is currently for sale- no  
> interested buyer yet.  
>  
> Please advise.  
>  
>  
> Thank you,  
> Karen Forlenza and Kevin Kemmerer  
>

# Memo

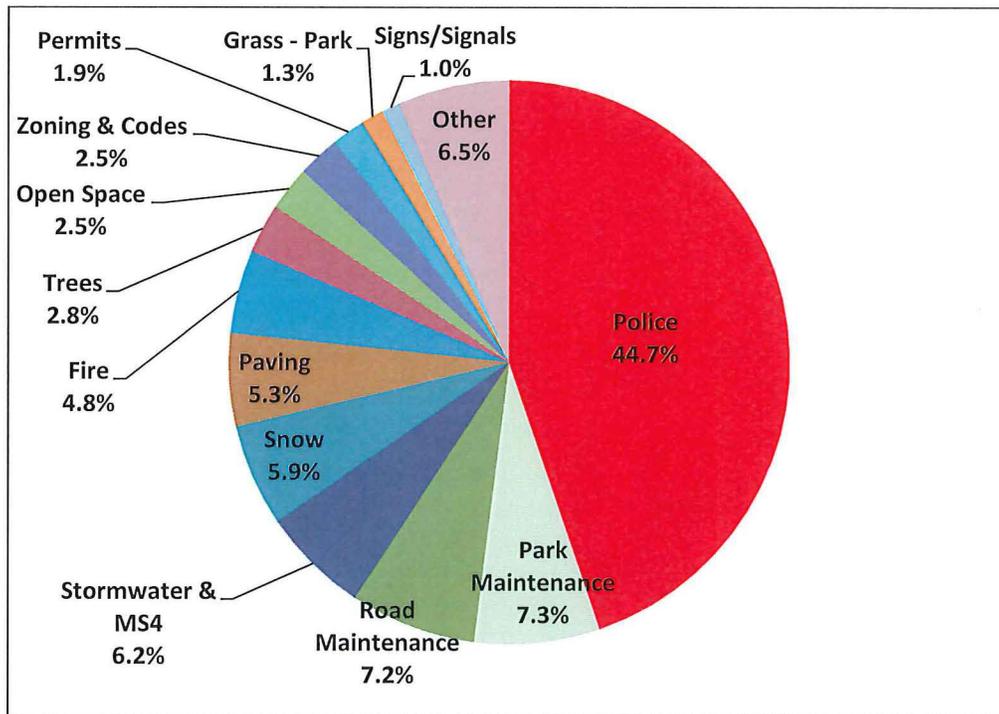
To: Board of Supervisors  
From: Jon Altshul  
Re: 2015 Cost of Services Report  
Date: February 24, 2016

I have attached a copy of the updated cost of services report for 2015. This report reflects both the township's direct and indirect costs allocated across the township's various activities.

## Key findings

- Police services represent the township's largest expenditure at 44.7% of the township's net expenses. Including Fire Services, Emergency Services accounts for 49.5% of the Township's net expenses.
- Public Works functions, including Road Maintenance, Paving and Snow Removal (among other functions), represent 21.3% of Township expenses.
- Park and Recreation Expenses represent 14.0% of net expenses, due in large part to the annual cost of debt service on loans for park acquisition and improvements.
- Administration and Zoning/Permits/Codes account for a relative small portion of expenses. This is in part due to the fact that much of what the Township classifies as "Administration" expenses is allocated to other activities as indirect costs for the purpose of this report.

**Township Activities by Percentage of Net Expenses - 2015**



# 2015 Cost of Services Report

East Goshen Township

Total Township Indirect Costs	1,153,562
PW share of these costs	611,208
Non-PW share of costs	542,354

Total Public Works Indirect Costs	934,304
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Activity	Direct Costs	Non-Public Works Personnel Costs	Public Works Personnel Costs	Non-Public Works Indirect Costs	Public Works Indirect Costs	Total Expense	Total Revenue	Net Expenses	% of all net expenses
<b>EMERGENCY SERVICES</b>									
Police	3,706,511	-	-	-	-	3,706,511	55,090	3,651,421	44.7%
Fire	406,672	4,493	-	7,153	-	418,318	27,835	390,483	4.8%
<b>Subtotal</b>	<b>4,113,184</b>	<b>4,493</b>	<b>-</b>	<b>7,153</b>	<b>-</b>	<b>4,124,829</b>	<b>82,925</b>	<b>4,041,904</b>	<b>49.5%</b>
<b>PUBLIC WORKS</b>									
Road Maintenance	388,413	-	38,790	65,491	100,110	592,804	2,104	590,700	7.2%
Stormwater & MS4	118,524	6,028	71,113	126,455	184,418	506,539	-	506,539	6.2%
Snow	218,588	-	66,671	88,848	135,815	509,923	31,143	478,780	5.9%
Paving	588,655	-	45,343	75,214	114,973	824,185	388,594	435,591	5.3%
Trees	89,883	-	27,054	45,598	69,701	232,236	-	232,236	2.8%
Signs/Signals	56,171	-	6,607	12,154	18,578	93,510	11,477	82,033	1.0%
<b>Subtotal</b>	<b>1,460,234</b>	<b>6,028</b>	<b>255,579</b>	<b>413,759</b>	<b>623,596</b>	<b>2,759,196</b>	<b>433,318</b>	<b>2,325,878</b>	<b>21.3%</b>
<b>ADMINISTRATION</b>									
ABCS	14,342	22,479	-	27,839	-	64,661	-	64,661	0.8%
District Court	175,091	-	-	-	-	175,091	113,043	62,048	0.8%
<b>Subtotal</b>	<b>189,433</b>	<b>22,479</b>	<b>-</b>	<b>27,839</b>	<b>-</b>	<b>239,752</b>	<b>113,043</b>	<b>126,709</b>	<b>1.6%</b>
<b>ZONING/PERMITS/CODES</b>									
Zoning & Codes	58,624	72,801	-	73,431	-	204,856	3,347	201,509	2.5%
Permits	22,709	165,973	-	256,877	-	445,559	292,331	153,228	1.9%
Re-Occupancy	1,000	32,236	-	56,405	-	89,641	45,630	44,011	0.5%
Comp Plan	50,550	6,028	-	5,811	-	62,390	50,000	12,390	0.2%
Deer	1,900	2,411	162	2,492	256	7,221	-	7,221	0.1%
<b>Subtotal</b>	<b>134,783</b>	<b>279,450</b>	<b>162</b>	<b>395,017</b>	<b>256</b>	<b>809,667</b>	<b>391,308</b>	<b>418,359</b>	<b>5.1%</b>
<b>PARK AND RECREATION</b>									
Park Maintenance	357,896	-	41,176	82,310	125,821	607,203	13,569	593,634	7.3%
Open Space	22,469	-	21,303	64,960	99,299	208,031	-	208,031	2.5%
Grass - Park	-	-	12,410	37,495	57,316	107,220	-	107,220	1.3%
Other Park Events	33,493	9,484	1,929	15,266	3,929	64,101	-	64,101	0.8%
Rec Programs	36,427	25,168	-	37,182	-	98,777	41,262	57,516	0.7%
Park, O/S & Trail Planning	88,601	6,778	-	8,136	-	103,515	48,094	55,421	0.7%
Summer Rec	39,193	21,989	-	32,416	-	93,597	38,730	54,868	0.7%
Milltown Dam	41,557	-	-	-	-	41,557	-	41,557	0.5%
Bathrooms & Park Trash Service	599	-	6,854	10,673	16,315	34,441	-	34,441	0.4%
Community Day	24,535	3,952	3,222	10,226	6,748	48,682	28,677	20,006	0.2%
Ball Fields	4,490	6,323	381	9,969	1,025	22,188	13,415	8,773	0.1%
HM Dam	3,250	-	-	-	-	3,250	-	3,250	0.0%
Tot-Lot	260	-	-	-	-	260	-	260	0.0%
Tennis Courts	-	790	-	1,162	-	1,953	2,345	(392)	0.0%
<b>Subtotal</b>	<b>652,770</b>	<b>74,485</b>	<b>87,274</b>	<b>309,795</b>	<b>310,452</b>	<b>1,434,776</b>	<b>186,091</b>	<b>1,248,685</b>	<b>15.3%</b>

<b>General Fund Totals</b>	<b><u>\$6,550,403</u></b>	<b><u>\$386,935</u></b>	<b><u>\$343,015</u></b>	<b><u>\$1,153,562</u></b>	<b><u>\$934,304</u></b>	<b><u>\$9,368,220</u></b>	<b><u>\$1,206,685</u></b>	<b><u>\$8,161,535</u></b>	
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**Memo**  
**East Goshen Township**  
**1580 Paoli Pike**  
**West Chester, PA 19380**

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

Date: February 26, 2016  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: WEGO

When the 2016 WEGO Budget was approved it included monies for the hiring of additional part time administrative staff. The Chief and Business Manager have advertised for these positions and after using an evaluation process that is similar to what Department uses for hiring police officers, have identified two candidates that they would like to hire.

As the Board is aware under our inter-municipal agreement with Westtown, the Township Managers with the approval of the Boards of Supervisors of Westtown and East Goshen have the authority to "hire, fire, suspend, promote and demote, discipline, set salaries, and otherwise deal with employees of the Department".

Both Rob Pingar and I would recommend that the Chief be authorized to extend to conditional offers of employment to the selected candidates.

**Suggested Motion:** I move that we authorize the Chief to extend to conditional offers of employment to the selected candidates.

Cc: Rob Pingar, Township Manager

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**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
1580 PAOLI PIKE  
FEBRUARY 23, 2016 – 7:00 pm  
DRAFT MINUTES**

**Present:** Vice-Chairman Marty Shane, and Supervisors Janet Emanuel and Carmen Battavio, Township Manager, Rick Smith, and, ABC Member, Erich Meyer (Conservancy Board).

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

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

**Moment of Silence:**

Carmen called for a moment of silence to honor the members of the military who keep us safe both locally and abroad, and to honor those who have given the ultimate of their lives in defense of our nation.

**Recording of Meeting:** Candace Monhollan, reporter with *The Daily Local News*, Leo Sinclair of North Lockwood Lane and Justin Wassler from Pittsburg, PA advised they were recording the meeting.

**Chairman's Report:**

Marty announced that Supervisors Senya Isayeff was in Germany and Supervisor Chuck Proctor had a class this evening and therefore were not able to attend.

**New Business:**

**Update on Sunoco Pipeline Mariner East 2 Project:**

Marty announced that the sole purpose of tonight's meeting was for Sunoco to update Township residents about the Mariner East 2 Project. He welcomed Candace Monhollan, reporter with *The Daily Local News* and Michaelle Bond, reporter with *The Inquirer*.

He introduced Don Zoladkiewicz or Don Z as he is commonly known. Don Z introduced Matt Gordon, who is the Project Engineer for the Sunoco Mariner East 2 Project; Ivana Wolfe, Community Relations; and Shannon Gwin, Right-of-Way.

Marty introduced Carol Stauffer of the Chester County Planning Commission who is the point of contact for pipeline information for Chester County. Carol noted that there was a wealth of information on the County's Pipeline Information Center web page which can be reached by googling "Chesco" and "Pipeline".

Don Z advised the audience that the Mariner East 2 project involves the construction of a 20" pipeline that would be used to transport propane, ethane and butane from western Pennsylvania to Marcus Hook. He noted that Sunoco was in the "Open Season" phase to determine if there was sufficient need to construct a second pipeline that would be 16" in diameter. The decision on whether or not the second pipeline would be constructed has not been made.

1  
2 Matt Gordon stated that Sunoco has existing easements that have been in place since the 1930's  
3 and they are in the process of acquiring updated easements. Most of the new pipeline will be  
4 installed by horizontal directional drilling (HDD). Sunoco has conducted a number of  
5 environmental surveys over the last two years and is in the process of applying for the permits  
6 required to begin construction. He outlined the typical open cut and HDD processes. He stated  
7 that with the HDD process the drill operator is able to control the depth and direction of the drill.  
8 They use a mixture of bentonite clay (10%) and water (90%) to cool and lubricate the drill,  
9 noting that there have been cases in which a void or crack in the bedrock allowed the mixture to  
10 break out on to the ground. These are referred to as an "inadvertent return". If this happens,  
11 Sunoco is required to clean up the mess and could possibly be subject to a fine for violating the  
12 permit. Once the HDD pipe has been installed, the two ends are connected by the traditional  
13 open cut construction method.

14  
15 At this point Marty opened the meeting up to questions.

16  
17 Dr. McGrath of Margo Lane asked how long the project would take and expressed a concern  
18 about noise from the HDD machines. Matt Gordon advised that their contractors typically  
19 worked 6 ten hour days and they expected to be in the Township 6-8 months. If they were  
20 allowed to drill 24/7, which would require approval from the Board of Supervisors, the time  
21 would be reduced to 3-4 months. The HDD machines operate at about 85 dBs, and they can use  
22 "noise curtains" to muffle the noise.

23  
24 In response to a question from Carmen, Matt said that if the Board approved drilling 24/7 on a  
25 trial basis and it did not work out, they would fall back to the 6 ten hour days.

26  
27 Dan Mullen of Bane Way asked what the start date was for construction. Matt said that they  
28 could not start until they had all of the required permits, and the timing for their issuance was  
29 dependent on PADEP.

30  
31 Ruth Sugar of Quaker Ridge asked what Sunoco was doing to minimize the impact on the  
32 residents of Hershey's Mill. Matt said that HDD was being proposed to minimize the impact.

33  
34 Adele Juzzi of Jefferson Way said that the entire community would be impacted and Sunoco  
35 should give residents a dividend for having a pipeline go through their community. Marty  
36 suggested she contact her state legislators. He went on to say that there are nine pipelines in East  
37 Goshen and that the creation of an energy center, as some have proposed, could result in  
38 additional pipelines.

39  
40 Marty also noted that, while pipelines may be good for the economy, the Commonwealth and  
41 southeastern Pennsylvania in general, to date they have not identified a direct benefit to a  
42 property owner who has a pipeline on their property.

43  
44 Don Z noted that the Mariner 2 Project is a \$3 billion dollar investment by Sunoco that would  
45 generate 15,000 jobs.

1 Tom Casey of West Goshen Township asked about the easement process. Don Z advised there  
2 were eight pipeline companies in PA with certificates from the PA PUC. He said Sunoco has  
3 existing easements. They first try to negotiate a new easement. If that fails, they review the  
4 existing easements to determine what their current rights are and, if need be, use the eminent  
5 domain as a last resort.

6  
7 Jim Coates of Williams Way asked if there would be two drilling machines on the Matlack  
8 Florist Property and expressed a concern about the noise. Matt Gordon said the drill locations  
9 were on the plans in the lobby and he would meet with Mr. Coates to answer his question.

10  
11 Bernie Greenberg of Jefferson Way wanted to know who was responsible for any damages  
12 caused by the operation of the pipeline. Matt said the pipeline operator was. Matt noted that the  
13 federal Pipeline and Hazardous Material Safety Administration (PHMSA) had jurisdiction over  
14 Sunoco's pipelines and information on pipeline incidents and the amount of damages is posted  
15 on their web site. Don Z commented that the damage figures include losses incurred by the  
16 pipeline operator.

17  
18 Joe Buonanno of Herron Lane asked if Sunoco had sovereign immunity and if they would  
19 comply with Township codes. Don Z stated they did not and that they would comply with  
20 applicable codes.

21  
22 Dr. McGrath of Margo Lane noted that the land agents have told him that the trees on his  
23 property would be removed. Matt advised that Sunoco only plan to remove trees in the work  
24 areas.

25  
26 Tom Casey of West Goshen asked about the remediation in the event of a spill of the drilling  
27 mud. Matt said the work areas are enclosed by a silt fence or filter sock and if the bentonite  
28 mixture is discharged out of the work area Sunoco must clean it up and could be fined, noting  
29 that this happened while one of Sunoco's contractors was drilling under the Mingo Creek in  
30 western PA in 2014.

31  
32 Francis Doherty of Culbertson Circle questioned if Sunoco and the contractors for the Tradition  
33 Project in West Goshen would both be working at the same time. Matt advised that he cannot  
34 start until Sunoco has obtained all of their permits and he did not know about the timetable for  
35 Traditions. Marty Shane commented that Traditions has received all of their permits and can start  
36 work at any time.

37  
38 Leo Sinclair of Lochwood Lane asked about the work hours. Matt Gordon stated the contractors  
39 typically work 6 ten hour days a week, however, they may ask for permission to drill 24/7.

40  
41 Marty Shane stated if the Board received a request from Sunoco to drill 24/7 the Board of  
42 Supervisors will have a meeting to receive input from the residents before making a decision.

43  
44 Rick Smith asked if the open cut method was off the table, noting that when Sunoco replaced  
45 their existing 8" and 12" pipelines it took 4 months to replace the pipelines north of Paoli Pike in

1 1999 and only 3 months to replace the pipelines south of Paoli Pike in 2001. Matt Gordon said  
2 Sunoco was moving forward with the HDD option.

3  
4 Leo Sinclair of Lochwood Lane expressed a concern about contractors working 6 ten hour days  
5 noting that two people have died during pipeline construction and asked how this pipeline would  
6 save him money. Don Z noted that the pipeline would have off take facilities at several location  
7 across Pennsylvania, which would allow for propane and butane, which is used in gasoline, to be  
8 transported more cost effectively.

9  
10 Eric Friedman of Thornbury Township asked if a copy of the presentation will be made  
11 available. Don Z said Sunoco would consider the request. Eric Friedman also expressed a  
12 concern about a spill in the John Heinz Wildlife Refuge and asked about compliance with  
13 municipal zoning ordinances and if the Township had any power over Sunoco. Marty Shane  
14 noted that since Sunoco is not planning to construct any buildings in East Goshen, the Mariner  
15 East 2 Project is not regulated by the township's Zoning Ordinance.

16  
17 Lynda Farrell of East Caln Township expressed a concern about PHMSA reporting requirements  
18 and asked if it was premature for Sunoco to obtain easements before all of the permits have been  
19 issued. Matt noted that Sunoco has existing easements and it anticipates that any changes  
20 required by the permitting agencies would not require additional easements. Lynda Farrell  
21 commented that Sunoco is increasing the risk to the general public by adding pipelines. Marty  
22 noted pipelines are safer then transporting these products by rail or truck and that the PA PUC is  
23 the state agency charged with overseeing pipeline safety.

24  
25 Lynda Farrell noted that in her opinion horizontal drilling 24/7 is the best way to install  
26 pipelines. Marty said we would notify her about the meeting if Sunoco submitted a request to  
27 drill 24/7.

28  
29 At 9:35 PM Marty announced that there would be a 5 minute break. Marty called the meeting  
30 back to order at 9:42 PM.

31  
32 Jim Ford of Beaumont Circle asked if Sunoco had a formula for determining the amount of  
33 compensation a property owner receives. Don Z advised that Sunoco does have a system and  
34 suggested that he consult with an attorney. Shannon Gwin noted that some parts of the  
35 compensation would be taxable.

36  
37 Donna, who would not provide her last name and said she lived in Bowtree, asked where the  
38 water used for drilling and testing the pipeline would come from. Don Z advised that Sunoco  
39 will purchase it from the water company. Donna asked if the workers would pay the earned  
40 income and municipal services taxes. Rick said he would contact Keystone for an answer. Donna  
41 asked who the February 3 letter was sent to and Rick said it was sent to the property owners that  
42 abutted Boot Road and North Chester Road south of the traffic light at Boot and North Chester.  
43 In addition the tenants in the shopping centers where mailed a copy. Donna expressed a concern  
44 that more people should have been notified.

1 Nancy Harkens of Westtown Township asked about the life expectancy of the pipeline and how  
2 they fix it. Matt stated they test the pipeline on a regular basis and, if they find something wrong  
3 they replace that section of the pipe. He noted that if the pipe was installed by HDD and it was  
4 very deep, they may have to install a new pipe and abandon the old one.

5  
6 Tom Casey of West Goshen Township asked if they could replace a pipe if by doing so it would  
7 cause them to exceed the limit set out in the easement. Don Z said Sunoco could replace the pipe  
8 and abandon the old one.

9  
10 Marty asked if anyone has had to replace a pipe that was installed by directional drilling. Matt  
11 Gordon advised he was not aware of any.

12  
13 Marty reiterated that if Sunoco submitted a request to drill 24/7 residents would be notified and  
14 given an opportunity to comment before the Board made a decision.

15  
16 Don Z stated that Sunoco would only request the drilling operation to be conducted 24/7. All  
17 other construction, pipe deliveries, excavation, etc. would take place during normal work hours.  
18 He stated that one of the reasons for drilling 24/7 is that there have been instances in which the  
19 contractor stopped the drill at the end of the work day. When they attempted to start it up the  
20 next day the drill had become locked in the bedrock overnight and the drill head subsequently  
21 broke off. The result was that they had to start the bore all over, which extended the number of  
22 days the contractor had to spend drilling at this location.

23  
24 Tom Casey of West Goshen Township asked about the location of the municipal boundary and  
25 expressed a concern that since his Township had given up their right to oppose Sunoco, if East  
26 Goshen allowed Sunoco to drill 24/7m he had no recourse. Rick stated that the section of Boot  
27 Road in front of his house was located in West Goshen Township.

28  
29 Nancy Harkens of Westtown Township asked about the life expectancy of the pipe. Matt Gordon  
30 advised that with the current coatings and cathodic protection pipelines can operate safely for a  
31 very long time.

32  
33 Marty Shane thanked everyone for coming and the meeting was adjourned at 10:50 PM.

34  
35 Respectfully submitted,  
36 *Louis F, Smith, Jr.*  
37 *Township Manager*

38  
39  
40

February 25, 2016

**TREASURER'S REPORT  
2016 RECEIPTS AND BILLS**

**GENERAL FUND**

Real Estate Tax	\$195,042.69	Accounts Payable	\$103,712.94
Earned Income Tax	\$210,000.00	<u>Electronic Pmts:</u>	
Local Service Tax	\$9,600.00	Credit Card	\$2,936.54
Transfer Tax	\$28,266.64	Postage	\$1,000.00
<i>General Fund Interest Earned</i>	\$0.00	Debt Service	\$0.00
Total Other Revenue	\$119,998.11	Payroll	\$98,393.14
Total Receipts:	<u>\$562,907.44</u>	Total Expenditures:	<u>\$206,042.62</u>

**STATE LIQUID FUELS FUND**

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

**SINKING FUND**

Receipts	\$0.00	Accounts Payable	\$12,764.31
<i>Interest Earned</i>	\$0.00	Credit Card	\$4,210.92
Total Sinking Fund:	<u>\$0.00</u>	Total Expenditures:	<u>\$16,975.23</u>

**TRANSPORTATION FUND**

Receipts	\$396.25		
<i>Interest Earned</i>	\$0.00		
Total Sinking Fund:	<u>\$396.25</u>	Expenditures:	<u>\$0.00</u>

**SEWER OPERATING FUND**

Receipts	\$140,762.62	Accounts Payable	\$32,339.04
<i>Interest Earned</i>	\$0.00	Debt Service	\$0.00
Total Sewer:	<u>\$140,762.62</u>	Credit Card	\$0.00
		Total Expenditures:	<u>\$32,339.04</u>

**REFUSE FUND**

Receipts	\$41,127.26		
<i>Interest Earned</i>	\$0.00		
Total Refuse:	<u>\$41,127.26</u>	Expenditures:	<u>\$7,361.23</u>

**SEWER SINKING FUND**

Receipts	\$0.00		
<i>Interest Earned</i>	\$0.00		
Total Sewer Sinking Fund:	<u>\$0.00</u>	Expenditures:	<u>\$0.00</u>

**OPERATING RESERVE FUND**

Receipts	\$0.00		
<i>Interest Earned</i>	\$0.00		
Total Operating Reserve Fund:	<u>\$0.00</u>	Expenditures:	<u>\$0.00</u>

**Events Fund**

Receipts	\$0.00		
<i>Interest Earned</i>	\$0.00		
Total Events Fund:	<u>\$0.00</u>	Expenditures:	<u>\$0.00</u>

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**EAST GOSHEN TOWNSHIP  
MEMORANDUM**

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**TO:** BOARD OF SUPERVISORS  
**FROM:** BRIAN MCCOOL  
**SUBJECT:** PROPOSED PAYMENTS OF BILLS  
**DATE:** 02-25-2016

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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.

General Fund expenses include \$21,095 for professional services for the Paoli Pike Trail. General Fund revenue includes \$54,360 from Verizon for franchise fee revenue and \$42,645 from our insurance company for the repair of the traffic signal on Boot Road resulting from an accident. The expense for the traffic signal was reported on the previous Treasurer's Report.

Sinking Fund expenses include \$12,035 for the three televisions, installation and accessories in the conference room.

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



Report Date 02/23/16

Expenditures Register  
GL-1602-51540

PAGE 2

MARP05 run by BARBARA 2 : 07 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
197				BUCKLEY BRION MCGUIRE & MORRIS						
46384	1	01404	3140	LEGAL - ADMIN	8937	02/23/16		02/23/16		1,543.24
				LEGAL SERVICE 11/30-12/31/15						
46384	2	01413	3140	LEGAL - TWP CODE	8937	02/23/16		02/23/16		201.20
				LEGAL SERVICE 11/30-12/31/15						
46384	3	01414	3110	LEGAL - CODES	8937	02/23/16		02/23/16		190.40
				LEGAL SERVICE 11/30-12/31/15						
46385	1	01404	3140	LEGAL - ADMIN	9109	02/23/16		02/23/16		760.10
				LEGAL SERVICE 12/31/16 - 1/20/16						
46385	2	01413	3140	LEGAL - TWP CODE	9109	02/23/16		02/23/16		247.00
				LEGAL SERVICE 12/31/16 - 1/20/16						
46385	3	01414	3110	LEGAL - CODES	9109	02/23/16		02/23/16		81.70
				LEGAL SERVICE 12/31/16 - 1/20/16						
										3,023.64
233				CCATO						
46387	1	01401	3080	CCATO EXPENSES	021716	02/23/16		02/23/16		455.00
				SPRING CONVENTION 7 ATTENDEES						
										455.00
266				CCHPN						
46388	1	01462	5000	EVENTS	021616	02/23/16		02/23/16		30.00
				2016 SPRING WORKSHOP						
										30.00
1198				CHESTER COUNTY SPCA						
46389	1	01410	5400	S.P.C.A. CONTRACT	650	02/23/16		02/23/16		640.00
				STRAY ANIMAL REC'VD/PICKUP JAN.2016						
										640.00
3488				CINTAS CORPORATION #287						
46391	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS	287494366	02/23/16		02/23/16		57.50
				WEEK END 1/6/16 CLEAN MATS						
46391	2	01487	1910	UNIFORMS	287494366	02/23/16		02/23/16		252.54
				WEEK END 1/6/16 CLEAN UNIFORMS						
46392	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS	287507865	02/23/16		02/23/16		57.50
				WEEK END 2/3/16 CLEAN MATS						
46392	2	01487	1910	UNIFORMS	287507865	02/23/16		02/23/16		252.54
				WEEK END 2/3/16 CLEAN UNIFORMS						
46393	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS	287511258	02/23/16		02/23/16		57.50
				WEEK END 2/10/16 CLEAN MATS						
46393	2	01487	1910	UNIFORMS	287511258	02/23/16		02/23/16		252.54
				WEEK END 2/10/16 CLEAN UNIFORMS						
46394	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS	287514741	02/23/16		02/23/16		57.50
				WEEK END 2/17/16 CLEAN MATS						

Report Date 02/23/16

Expenditures Register  
GL-1602-51540

PAGE 3

MARP05 run by BARBARA 2 : 07 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
3488				CINTAS CORPORATION #287						
	46394	2	01487 1910	UNIFORMS	287514741	02/23/16		02/23/16		252.54
				WEEK END 2/17/16 CLEAN UNIFORMS						
										1,240.16
2996				CNS CLEANING COMPANY						
	46395	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	46485	02/23/16		02/23/16		870.00
				JANITORIAL SERVICE - FEBRUARY 2016						
	46395	2	01409 3840	DISTRICT COURT EXPENSES	46485	02/23/16		02/23/16		255.00
				JANITORIAL SERVICE - FEBRUARY 2016						
										1,125.00
2491				COMCAST 8499-10-109-0107472						
	46398	1	01401 3210	COMMUNICATION EXPENSE	020816	02/23/16		02/23/16		10.53
				0107472 2/17-3/16/16 PW TV						
										10.53
3249				COMCAST 8499-10-109-0107712						
	46396	1	01401 3210	COMMUNICATION EXPENSE	020216	02/23/16		02/23/16		105.75
				0107712 2/5-3/4/16 E.G.PARK LED						
										105.75
3250				COMCAST 8499-10-109-0107704						
	46397	1	01401 3210	COMMUNICATION EXPENSE	021316	02/23/16		02/23/16		105.75
				0107704 2/23-3/22/16 P&BOOT LED						
										105.75
2912				CONTINENTAL FIRE & SAFETY INC.						
	46399	1	01430 2330	VEHICLE MAINT AND REPAIR	F1263	02/23/16		02/23/16		395.00
				SMALL ENGINE FUEL						
										395.00
1670				CRC WATERSHEDS						
	46390	1	01436 3000	STORMWATER MGMT.EXPENSE MS4	702	02/23/16		02/23/16		275.00
				MS4 2016						
										275.00

Report Date 02/23/16

Expenditures Register  
GL-1602-51540

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MARP05 run by BARBARA 2 : 07 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
366	46401	1	01407 2130	DELL MARKETING L.P. COMPUTER EXPENSE LAPTOP - M.SHANE	XJWFP98W6	02/23/16		02/23/16		696.44
										696.44
1650	46400	1	01430 2330	DELONG INC, WARREN F. VEHICLE MAINT AND REPAIR CHANGE GAS & DIESEL FILTERS, HOSES & WHIP HOSES	12664	02/23/16		02/23/16		934.40
										934.40
418	46402	1	01430 2330	EAGLE POWER AND EQUIPMENT VEHICLE MAINT AND REPAIR SCREWS & NUTS FOR #17 LOADER	T445581	02/23/16		02/23/16		98.10
										98.10
3627	46405	1	01430 2330	EVO - EMERGENCY VEHICLE OUTFITTERS VEHICLE MAINT AND REPAIR HIDE-A-FLASH BULBS	1731	02/23/16		02/23/16		44.42
										44.42
497	46406	1	01432 2500	FLOTRAN PNEU-DRAULICS INC SNOW - MAINTENANCE & REPAIRS ST. SERIES COUPLER	H35321-001	02/23/16		02/23/16		90.85
46407	1	01432 2500		SNOW - MAINTENANCE & REPAIRS TRIG GUN N WEEP & PRESSURE WASHER HOSE	H35727-001	02/23/16		02/23/16		49.45
46408	1	01432 2500		SNOW - MAINTENANCE & REPAIRS PLOW FITTINGS	H38807-001	02/23/16		02/23/16		22.29
										162.59
3624	46409	1	01432 2500	FOSBENNER, ADAM & LAUREN SNOW - MAINTENANCE & REPAIRS REIMBURSEMENT FOR DAMAGED MAILBOX	020216	02/23/16		02/23/16		25.00
										25.00
510	46410	1	01430 2600	FRAMES POWER EQUIPMENT & MULCH MINOR EQUIP. PURCHASE SNOWBLOWER	5941	02/23/16		02/23/16		2,499.00
										2,499.00

Report Date 02/23/16

Expenditures Register  
GL-1602-51540

PAGE 5

MARP05 run by BARBARA 2 : 07 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1957				GEMPLER'S						
	46411	1	01487 1910	UNIFORMS	SI02225309	02/23/16		02/23/16		177.00
				RUBBER BOOTS						
	46412	1	01432 2500	SNOW - MAINTENANCE & REPAIRS	SI02225689	02/23/16		02/23/16		467.00
				HEAVY DUTY TARP						
										644.00
2631				GRAPHIC IMPRESSIONS OF AMERICA INC.						
	46414	1	01401 2110	STATIONERY	16-5841	02/23/16		02/23/16		680.00
				REGULAR & WINDOW ENVELOPES						
										680.00
2717				HIGGINS & SONS INC., CHARLES A.						
	46415	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG.	41347	02/23/16		02/23/16		65.00
				TRAF.LIGHT REPAIR - BOOT & PAOLI PK						
	46416	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG.	41304	02/23/16		02/23/16		157.00
				TRAF.LIGHT REPAIR - GOSHEN VILLAGE & PAOLI PIKE						
										222.00
2401				HIGGINS, DOLORES						
	46417	1	01462 2490	MATERIALS & SUPPLIES	021616	02/23/16		02/23/16		65.35
				REIMBURSEMNT - 2016 EVENT SUPPLIES						
										65.35
3252				HUNTER KEYSTONE PETERBILT L.P.						
	46418	1	01432 2500	SNOW - MAINTENANCE & REPAIRS	1-260220097	02/23/16		02/23/16		1,347.52
				PETERBILT MIRROR PARTS, ALTERNATOR & STARTER						
										1,347.52
679				INTERCON TRUCK EQUIPMENT						
	46419	1	01432 2500	SNOW - MAINTENANCE & REPAIRS	1050380-IN	02/23/16		02/23/16		242.93
				GATE-ASSIST CYLINDERS & SHOES						
	46420	1	01432 2500	SNOW - MAINTENANCE & REPAIRS	1050602-IN	02/23/16		02/23/16		344.86
				FAN WELDMENT, BAFFLE, ROD & ADJUST. PIPE WELDMENT						
	46421	1	01432 2500	SNOW - MAINTENANCE & REPAIRS	1050564-IN	02/23/16		02/23/16		615.04
				SPREADER DISK HUBS, 18" POLY DISKS, THRUST BEARINGS & COMPRESS.SPRINGS						
										1,202.83

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2087				KDI INC.						
	46422	1	01401 3740	MAINTENANCE & REPAIRS LEXMARK/XM1145 11/9/15-2/8/16 CONT. OVERCHARGE	533541	02/23/16		02/23/16		3.18
										3.18
719				KEEN COMPRESSED GAS COMPANY						
	46423	1	01430 2330	VEHICLE MAINT AND REPAIR CYLINDER LEASES - ACETYLENE, OXYGEN & PROPANE	72010758	02/23/16		02/23/16		177.00
	46424	1	01430 2330	VEHICLE MAINT AND REPAIR MLR CONTACT TIP	30206225	02/23/16		02/23/16		31.60
										208.60
2442				KENT AUTOMOTIVE						
	46425	1	01432 2500	SNOW - MAINTENANCE & REPAIRS GATES 2-BRAID HOSE	9303862764	02/23/16		02/23/16		360.16
	46426	1	01432 2500	SNOW - MAINTENANCE & REPAIRS PIPE SWIVEL ELBOS, TUBFITTING, LOCK NUTS, FITTINGS & ADAPTERS	9303852915	02/23/16		02/23/16		719.99
	46427	1	01432 2500	SNOW - MAINTENANCE & REPAIRS TUBE TEE ADAPTER FITTINGS	9303853388	02/23/16		02/23/16		386.37
										1,466.52
3386				LANCO LIFT LLC						
	46428	1	01430 2330	VEHICLE MAINT AND REPAIR WIRING CONNECTORS	3070	02/23/16		02/23/16		370.00
										370.00
829				MASTER'S TOUCH						
	46432	1	01409 3840	DISTRICT COURT EXPENSES EXTERM.SERVICE FEB.2016 DC & POL.	22628	02/23/16		02/23/16		58.00
	46434	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS EXTERM.SERVICE FEB.2016 TWP.&PW	22629	02/23/16		02/23/16		104.00
	46435	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS EXTERM.SERVICE FEB.2016 BLKSMTH	22740	02/23/16		02/23/16		190.00
										352.00
3625				MATCHICA, STRATTON & ANGELA						
	46436	1	01432 2500	SNOW - MAINTENANCE & REPAIRS REIMBURSEMENT FOR DAMAGED MAILBOX	020116	02/23/16		02/23/16		25.00
										25.00

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3626	46437	1	01432 2500	MCGILL, KENNETH & KATHRYN SNOW - MAINTENANCE & REPAIRS REIMBURSEMENT FOR DAMAGED MAILBOX	021116	02/23/16		02/23/16		25.00
										25.00
864	46429	1	01432 2500	METROPOLITAN COMMUNICATIO SNOW - MAINTENANCE & REPAIRS PLOW LIGHTS	IN000103023	02/23/16		02/23/16		770.00
	46430	1	01432 2500	SNOW - MAINTENANCE & REPAIRS STREAMLIGHT & PARTS	IN000102958	02/23/16		02/23/16		180.40
										950.40
3606	46438	1	01432 2460	MORTON SALT INC. SNOW - MATERIALS & SUPPLIES 23.65 TONS BULK SAFE-T-SALT	5400984528	02/23/16		02/23/16		1,577.93
										1,577.93
1641	46439	1	01430 2330	NAPA AUTO PARTS VEHICLE MAINT AND REPAIR VALVES	2-654229	02/23/16		02/23/16		20.82
	46440	1	01430 2330	VEHICLE MAINT AND REPAIR 22 QTS. 10W30 OIL, 5 CONTAINERS 2012 FORD ORANGE	2-653519	02/23/16		02/23/16		242.38
	46441	1	01430 2330	VEHICLE MAINT AND REPAIR 12 QTS 15W40 OIL	2-653345	02/23/16		02/23/16		38.40
	46442	1	01430 2330	VEHICLE MAINT AND REPAIR JUMP STARTER PS	2-653200	02/23/16		02/23/16		495.00
	46443	1	01430 2330	VEHICLE MAINT AND REPAIR HOSE PINCHERS	2-653638	02/23/16		02/23/16		6.81
	46444	1	01430 2330	VEHICLE MAINT AND REPAIR CLAMP	2-651088	02/23/16		02/23/16		31.99
										835.40
3470	46445	1	01409 3745	NASK DOOR INC. PW BUILDING - MAINT REPAIRS REWIRE PHOTO BEAM SENSOR - ANNEX DOOR	23733	02/23/16		02/23/16		96.00
										96.00
3334	46446	1	01486 1560	NATIONWIDE EMPLOYEE BENEFITS HEALTH, ACCID. & LIFE FEBRUARY 2016 PREMIUM	061497	02/23/16		02/23/16		3,563.97
	46446	2	01213 1010	VOL. LIFE INSURANCE W/H FEBRUARY 2016 PREMIUM	061497	02/23/16		02/23/16		145.40
										3,709.37

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01		GENERAL FUND								
2759				NEW HOLLAND GROUP						
46447	1	01430	2330	VEHICLE MAINT AND REPAIR BRACKET	1116696	02/23/16		02/23/16		60.31
46448	1	01430	2330	VEHICLE MAINT AND REPAIR GASKETS & OIL COOLER ASSEMBLY	1116429	02/23/16		02/23/16		102.70
46449	1	01430	2330	VEHICLE MAINT AND REPAIR RADIATOR PLUG	1116982	02/23/16		02/23/16		8.36
46450	1	01430	2330	VEHICLE MAINT AND REPAIR WHEEL COVERS & WHEEL ASSEMBLIES	1117720	02/23/16		02/23/16		1,495.42
46451	1	01430	2330	VEHICLE MAINT AND REPAIR CORE RETURN CREDIT	CM1105665	02/23/16		02/23/16		-100.00
										1,566.79
1554				OFFICE DEPOT						
46453	1	01401	2100	MATERIALS & SUPPLIES FRESHMATIC REFILL, LABELING TAPE & STAMP	822974259001	02/23/16		02/23/16		74.37
46454	1	01401	2100	MATERIALS & SUPPLIES BATTERIES	822963704001	02/23/16		02/23/16		122.92
										197.29
2952				ONE STOP PARTY SHOP						
46452	1	01452	3204	COMMUNITY DAY 50% DEPOSIT BOUNCE HOUSES & GAMES	020116	02/23/16		02/23/16		1,905.75
										1,905.75
2593				PECO - 18510-39089						
46458	1	01454	3600	UTILITIES 18510-39089 1/8/16-2/4/16 BOW TREE	020816	02/23/16		02/23/16		69.89
										69.89
1032				PECO - 99193-01302						
46456	1	01409	3600	TWP. BLDG. - FUEL, LIGHT, WATER 99193-01302 12/28/15-2/2/16	020916	02/23/16		02/23/16		4,738.17
46456	2	01454	3600	UTILITIES 99193-01302 12/28/15-2/2/16	020916	02/23/16		02/23/16		391.62
										5,129.79



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3604				SUPERIOR PLUS ENERGY SERVICES						
	46469	1	01430 2320	VEHICLE OPERATION - FUEL 85.7 GALLONS GASOLINE	642785	02/23/16		02/23/16		111.07
	46470	1	01430 2320	VEHICLE OPERATION - FUEL 380.1 GALLONS DIESEL	629816	02/23/16		02/23/16		479.61
	46471	1	01430 2320	VEHICLE OPERATION - FUEL 50.8 GALLONS GASOLINE	342322	02/23/16		02/23/16		67.24
	46472	1	01430 2320	VEHICLE OPERATION - FUEL 249.5 GALLONS DIESEL	936175	02/23/16		02/23/16		291.34
-----										949.26
2813				TELTHORSTER, RUBY						
	46473	1	01452 3711	PILATES PILATES INSTRUCTION - WINTER #1	021716	02/23/16		02/23/16		331.50
-----										331.50
2893				TOTALLY ABSORBENT						
	46474	1	01430 2330	VEHICLE MAINT AND REPAIR OS PADS - DOUBLE WEIGHT	3401	02/23/16		02/23/16		196.00
-----										196.00
2231				ULINE						
	46475	1	01437 2460	GENERAL EXPENSE - SHOP 5 61"ALUMINUM THREADED HANDLES	74178175	02/23/16		02/23/16		115.75
-----										115.75
2050				VILLAGE MEDICAL						
	46478	1	01487 1500	MISC. EMPLOYEE BENEFITS HEP A&B VACCINES - M. LAM	00128946-00	02/23/16		02/23/16		125.00
-----										125.00
1470				WESTTOWN TOWNSHIP						
	46479	1	01410 5310	REGIONAL POLICE BLDG INTEREST FEBRUARY 2016 - INTEREST	022316	02/23/16		02/23/16		1,380.63
	46479	2	01410 5320	REGIONAL POLICE BLDG PRINCIPAL FEBRUARY 2016 - PRINCIPAL	022316	02/23/16		02/23/16		9,166.67
-----										10,547.30
3014				WINTER EQUIPMENT COMPANY INC.						
	46480	1	01432 2500	SNOW - MAINTENANCE & REPAIRS BLOCKBUSTER VICTORY 11FT	IV29223	02/23/16		02/23/16		1,381.25
-----										1,381.25

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
1983				YALE ELECTRIC SUPPLY CO						
46481	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS 100 FT. COAX CABLE	S105052196.001	02/23/16		02/23/16		32.50
46481	2	01409	3745	PW BUILDING - MAINT REPAIRS 100 FT. COAX CABLE	S105052196.001	02/23/16		02/23/16		32.50
										65.00

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03				SINKING FUND						
425				EAST GOSHEN TOWNSHIP - GENERAL						
46403	1	03341	1000	INTEREST - SINKING FUND	021616	02/23/16		02/23/16		10.00
				REVERSE CK.# 10641 - REIMBURSE 01						
				FUND FOR 03 EXPENSE						
										10.00
3475				PPM Services Inc.						
46461	1	03409	7450	CAPITAL PURCHASE - TWP BLDG	021516	02/23/16		02/23/16		1,495.00
				REMOVE DOOR, REPAIR HOLE & RE-						
				INSTALL FRAME DOOR IN MEETING ROOM						
										1,495.00





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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
06		REFUSE								
197				BUCKLEY BRION MCGUIRE & MORRIS						
46382	2	06427	3140	LEGAL SERVICES	8938	02/23/16		02/23/16		228.67
				LEGAL SERV 12/10-12/31/15 MUNICIPAL						
46383	2	06427	3140	LEGAL SERVICES	9172	02/23/16		02/23/16		946.39
				LEGAL SERV 1/04-1/26/16 MUNICIPAL						
										1,175.06
241				C.C. SOLID WASTE AUTHORITY						
46386	1	06427	4502	LANDFILL FEES	42972	02/23/16		02/23/16		6,005.75
				WEEK 2/8/16 - 2/15/16						
										6,005.75
										97,155.80
										0 Printed, totaling 97,155.80

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	64,296.47	GENERAL FUND
03	03	1,505.00	SINKING FUND
05	05	24,173.52	SEWER OPERATING
06	06	7,180.81	REFUSE
		97,155.80	

PERIOD SUMMARY

Period	Amount
1602	97,155.80
	97,155.80

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
2226	46483	1	01401 3400	21ST CENT.MEDIA-PHILLY #884433 ADVERTISING - PRINTING NOTICE - BOS HVAC BIDS	906783	02/25/16		02/25/16		257.56
										257.56
6	46484	1	01409 3740	ABC PAPER & CHEMICAL INC TWP. BLDG. - MAINT & REPAIRS FINAL TOUCH FABRIC SOFTENER	069275A	02/25/16		02/25/16		20.83
	46485	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS WIPERS, FABRIC SOFTENER & LAUNDRY DETERGENT	069275	02/25/16		02/25/16		473.55
										494.38
259	46533	1	01487 4600	CHESTER COUNTY 2020 TRAINING & SEMINARS-EMPLY ZONING COURSE - B.MCCOOL	022516	02/25/16		02/25/16		155.00
										155.00
317	46488	1	01430 2330	CONTRACTOR'S CHOICE VEHICLE MAINT AND REPAIR LEVER, SCREW, FILTERS, CARB, SPARK PLUG, CLUTCH AND INSTALLATION	00198531	02/25/16		02/25/16		439.59
										439.59
320	46489	1	01430 2330	CONWAY POWER EQUIPMENT VEHICLE MAINT AND REPAIR SHEAR PINS	12705	02/25/16		02/25/16		24.00
										24.00
3628	46490	1	01432 2500	CUCINOTTA, CHRISTINE SNOW - MAINTENANCE & REPAIRS REIMBURSEMENT FOR DAMAGED MAILBOX	020116	02/25/16		02/25/16		25.00
										25.00
3602	46492	1	01487 1910	DIVAL SAFETY EQUIPMENT INC. UNIFORMS	2022518	02/25/16		02/25/16		145.00
	46492	2	01437 2460	BOOTS - G.THOMPSON GENERAL EXPENSE - SHOP RAZORBACK ICE SCRAPER	2022518	02/25/16		02/25/16		99.80
										244.80



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1030				LEVEL 3						
	46500	1	01401 3210	COMMUNICATION EXPENSE FEBRUARY 20 - MARCH 19, 2016	106184495	02/25/16		02/25/16		481.21
										481.21
60764				LEWIS, CHRISTOPHER T.						
	46508	1	01432 2500	SNOW - MAINTENANCE & REPAIRS REIMBURSEMENT FOR DAMAGED MAILBOX	012316	02/25/16		02/25/16		25.00
										25.00
2861				LITTLE INC., ROBERT E.						
	46501	1	01430 2330	VEHICLE MAINT AND REPAIR FILLER CAP	03-376018	02/25/16		02/25/16		8.98
										8.98
3551				MCMAHON ASSOCIATES INC.						
	46510	1	01414 3050	ZONING CONSULTANTS PROF.SERVICE JAN.2016 -PAOLI PK TRAIL GRANT ASSISTANCE	147500	02/25/16		02/25/16		697.50
	46511	1	01414 3050	ZONING CONSULTANTS PROF.SERV. JAN.2016 PAOLI PK SURVEY	147524	02/25/16		02/25/16		16,523.60
	46512	1	01414 3050	ZONING CONSULTANTS PROF.SERV. DEC.2015 PAOLI PK TRAIL	147367	02/25/16		02/25/16		3,874.32
										21,095.42
3629				MITCH LEE PRODUCTS LLC.						
	46513	1	01432 2500	SNOW - MAINTENANCE & REPAIRS FLOATING MUSHROOM CARBIDE VERSION & RELOADS	100	02/25/16		02/25/16		3,250.60
										3,250.60
1641				NAPA AUTO PARTS						
	46515	1	01430 2330	VEHICLE MAINT AND REPAIR WIPER BLADES, BRAKLEEN & ABSORBENT	2-654703	02/25/16		02/25/16		277.74
										277.74
946				NEW PIG CORPORATION						
	46514	1	01430 2330	VEHICLE MAINT AND REPAIR DOOR BLOCKER DIKE	21862557-00	02/25/16		02/25/16		212.43
										212.43

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
969				O'ROURKE & SONS INC.						
	46522	1	01430 2330	VEHICLE MAINT AND REPAIR 10 FOOT STEEL BEAMS	178224	02/25/16		02/25/16		287.00
										287.00
1554				OFFICE DEPOT						
	46516	1	01401 2100	MATERIALS & SUPPLIES BINDERS	823760284001	02/25/16		02/25/16		81.83
	46517	1	01401 2100	MATERIALS & SUPPLIES READY 12 TAB INDEX SETS	823762709001	02/25/16		02/25/16		29.98
	46518	1	01401 2100	MATERIALS & SUPPLIES A-Z EXPANDING FILE	823791075001	02/25/16		02/25/16		10.69
	46519	1	01401 2100	MATERIALS & SUPPLIES DUAL PACK INK CARTRIDGES	823791336001	02/25/16		02/25/16		143.99
	46520	1	01401 2100	MATERIALS & SUPPLIES CORRECTION TAPE	824034132001	02/25/16		02/25/16		10.98
	46521	1	01401 2100	MATERIALS & SUPPLIES DISINFECTNG WIPES, JOURNAL & MARKERS	824034180001	02/25/16		02/25/16		51.36
										328.83
2674				PROVANTAGE CORPORATION						
	46524	1	01437 2460	GENERAL EXPENSE - SHOP SIGN ROOM PRINTER	7601803	02/25/16		02/25/16		493.69
										493.69
1876				RANSOME RENTAL COMPANY LP						
	46525	1	01430 2330	VEHICLE MAINT AND REPAIR ARM AS-LH	PC040024102	02/25/16		02/25/16		206.98
	46526	1	01432 3840	SNOW - EQUIPMENT RENTAL WHEEL LOADER RENTAL 1/23-2/23/16	K17993-03	02/25/16		02/25/16		4,010.00
	46527	1	01430 2330	VEHICLE MAINT AND REPAIR MIRROR	PC040024018	02/25/16		02/25/16		56.14
	46528	1	01438 3840	EQUIPMENT RENTAL BACKHOE RENTAL 1/22-2/19/16	K18373-01	02/25/16		02/25/16		2,327.50
										6,600.62
3389				RED KNIGHT PRINT						
	46529	1	01401 2100	MATERIALS & SUPPLIES LARGE FORMAT PRINTER INK	161881	02/25/16		02/25/16		218.39
										218.39

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3604				SUPERIOR PLUS ENERGY SERVICES						
	46530	1	01430 2320	VEHICLE OPERATION - FUEL 81.2 GALLONS GASOLINE	433757	02/25/16		02/25/16		106.43
	46531	1	01430 2320	VEHICLE OPERATION - FUEL 355.4 GALLONS DIESEL	431967	02/25/16		02/25/16		447.24
										553.67
3014				WINTER EQUIPMENT COMPANY INC.						
	46532	1	01432 2500	SNOW - MAINTENANCE & REPAIRS BLOCKBUSTER VICTORY 10FT.	IV29524	02/25/16		02/25/16		1,255.64
										1,255.64





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06				REFUSE						
138	46486	1 06427	4504	BFI-KING OF PRUSSIA RECYCLERY RECYCLING FEES RECYLCING FEES - JANUARY 2016	4586-000054344	02/25/16		02/25/16		180.42
										180.42
										59,021.72
0 Printed, totaling										59,021.72

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	39,416.47	GENERAL FUND
03	03	11,259.31	SINKING FUND
05	05	8,165.52	SEWER OPERATING
06	06	180.42	REFUSE
		59,021.72	

PERIOD SUMMARY

Period	Amount
1602	59,021.72
	59,021.72

PLGIT 1107.1010

DATE	DESCRIPTION	TOTAL	1401.3000	1407.2130	1430.2380	1437.2460	1401.3070	1487.1910	1452.3000	1452.2010	1452.2025	3409.7450
<b>RICK SMITH</b>												
12/27/2015	WP Engine	29.00		29.00								
1/3/2016	AT&T DATA - Ipad (Janet)	14.99		14.99								
1/9/2016	Giant - Refreshments - ABC Planning	25.27	25.27									
1/11/2016	AT&T DATA - Ipad (Chuck)	14.99		14.99								
1/13/2016	PSATS - Convention Registration **	150.00					150.00					
1/13/2016	PSATS - Convention Registration	1,300.00					1,300.00					
1/16/2016	PSATS - Convention Registration (credit)	-50.00					-50.00					
1/24/2016	B&H Photo - HDMI Cables	460.95										460.95 *
1/25/2016	Amazon - TV Conference Room	1,324.99										1,324.99 *
1/25/2016	Amazon - TV Conference Room	1,324.99										1,324.99 *
1/25/2016	Amazon - TV Conference Room	1,324.99										1,324.99 *
1/26/2016	Amazon - TV Conference Room - Sales Tax Credit	-75.00										-75.00 *
1/26/2016	Amazon - TV Conference Room - Sales Tax Credit	-75.00										-75.00 *
1/26/2016	Amazon - TV Conference Room - Sales Tax Credit	-75.00										-75.00 *
1/26/2016	Giant - Refreshments - Westtown Joint Meeting	16.98	16.98									
	** PSATS may be refunding - possible duplicate											
		\$5,712.15										
<b>MARK MILLER</b>												
12/28/2015	PEPBOYS - Blk Ice Lit Tree	24.54			24.54							
1/4/2016	AT&T DATA - Ipad (Steve Walker)	30.00		30.00								
1/19/2016	Weavers - 5 Pairs of boots	571.27						571.27				
1/22/2016	Giant - Food for storm	267.77				267.77						
1/22/2016	Giant - Food for storm	151.73				151.73						
1/27/2016	J&R Wireless - Phone chargers	120.00				120.00						
		\$1,165.31										
<b>JASON LANG</b>												
1/4/2016	Pa Recreation & Park Society Renewal	120.00							120.00			
1/21/2016	Arnolds Go-Karts - deposit for summer camp	100.00								100.00		
1/26/2016	Pay-pal - West Chester Macaroni Kid	50.00									50.00	
		\$270.00										
	GRAND TOTAL	7,147.46	42.25	88.98	24.54	539.50	1,400.00	571.27	120.00	100.00	50.00	4,210.92

7,147.46

I/E's made

Add to Master Cred.Card List

\* ORIGINALLY CHARGED TO 01 FUND  
TO BE REIMBURSED BY 03-Sinking Fund

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

FYI

February 26, 2016

Dear Property Owner:

The purpose of this letter is to inform you that the Township has received a plan from the Goshen Friends School to amend their approved Land Development Plan and are requesting to make minor revisions to the approval. The Goshen Friends School received Land development approval from the Township in 2004 to build new school buildings on their property. The project was scheduled in two phases and phase one has been completed. Phase two of the project was to build a multi-purpose building which would house an auditorium and offices. The School has decided not to build the multi-purpose building and is planning to only construct the proposed administrative offices. All the major site work for the project was completed during phase one of the project.

Minor changes to Land development plans can be reviewed without following the full review process. This type of resubmission is reviewed by the Planning Commission and recommendations are forwarded to the Board of Supervisors for approval.

Pursuant to Township policy, property owners within 1000 feet of the subject property are notified when land development plans are received.

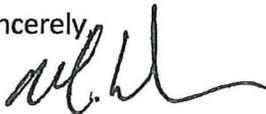
**The meeting dates and times scheduled for the review, discussion and possible approval of this application are outlined below. These meeting dates and times are subject to change without further written notice.**

**March 2, 2016:** Planning Commission meeting (7:00 PM)

**March 15, 2016:** Board of Supervisors meeting (7:00 PM)

All meetings are held at the Township Building and are open to the public. The subdivision application and plan are available for review during normal business hours. Please give me a call at or email me at [mgordon@eastgoshen.org](mailto:mgordon@eastgoshen.org) if you have any questions or need additional information.

Sincerely,



Mark A. Gordon  
Township Zoning Officer

Cc: All Township Authorities, Boards and Commissions

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

FYI

February 22, 2016

Dear Property Owner:

The purpose of this letter is to inform you that T. Richard Moser Land Developers LP, equitable owner of 943 Cornwallis Dr., West Chester, PA 19380, has submitted a Subdivision Application for the property at 943 Cornwallis Drive, West Chester, PA 19380. The plan proposes to subdivide the 2.6 acre lot into two residential building lots.

Pursuant to Township policy, property owners and residents within 1000 feet of the subject property are notified of subdivision application submissions.

**The application and plan will be reviewed and discussed at the following meetings:**

<b><u>March 2, 2016</u></b> -	<b>Planning Commission Meeting (7:00 pm)</b>
<b><u>March 9, 2016</u></b> -	<b>Conservancy Board (7:00 PM)</b>
<b><u>March 14, 2016</u></b> -	<b>Municipal Authority (7:00 PM)</b>
<b><u>April 6, 2016</u></b> -	<b>Planning Commission (7:00 PM)</b>
<b><u>April 19, 2016</u></b> -	<b>Board of Supervisors (7:00 PM)</b>

All meetings are held at the Township Building and are open to the public. The meeting dates and times above are **subject to change without further written notice** to surrounding property owners. The plans and application are available for public review at the Township building during normal business hours. Please give me a call if you have any questions, need a special accommodation to participate in the meeting or if need additional information.

Sincerely,



Mark A. Gordon  
Township Zoning Officer

Cc: Township Authority, Boards and Commissions

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

Date: February 18, 2016  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Sunoco Remediation Report

We received the Remedial Action Progress Report for the Fourth Quarter of 2016 from Sunoco and 1 of the monitoring 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 021816.doc

# Remedial Action Progress Report Fourth Quarter 2015

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, collected soil samples, and completed 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 17<sup>th</sup> and 18<sup>th</sup>, 2007, Alliance conducted soil borings and the installation of four monitoring wells. The monitoring wells were sampled on February 6<sup>th</sup> and April 25<sup>th</sup>, 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 19<sup>th</sup> and 20<sup>th</sup>, 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 27<sup>th</sup> and 28<sup>th</sup>, 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 3<sup>rd</sup> through 5<sup>th</sup>, 2009 Alliance installed additional monitoring wells onsite (MW-12, MW-12B and MW-5B) and off site (MW-13 and 13B and MW-14 and 14B).
- ◆ On November 9, 2009, Alliance submitted a Status Report for Site Characterization to the PADEP.
- ◆ On February 1, 2010, Alliance submitted a Site Characterization Report (SCR) to the PADEP selecting the Site Specific Standard (SSS) as the clean up standard for the site. The SCR was approved by the PADEP in a letter dated April 21, 2010.
- ◆ On June 10, 2010, Alliance submitted a Remedial Action Plan (RAP) to the PADEP in which a groundwater pump and treat remediation system was selected as the remedial strategy for the site. The RAP was approved by the PADEP in a letter dated July 21, 2010.
- ◆ Start up/shake down procedures for the groundwater remediation system were initiated on June 15, 2010. The permanent operation date for the groundwater remediation system is June 28, 2010.
- ◆ Operation and Maintenance (O&M) of the remediation system has been ongoing since June 28, 2010.
- ◆ On August 28, 2012, Alliance submitted a request to PADEP by e-mail on behalf of Sunoco, to modify the groundwater sampling plan during active remediation to a reduced list of wells. PADEP agreed to a reduced groundwater sampling plan per an August 28, 2012 e-mail. The following wells were removed from the quarterly groundwater sampling scope MW-2 & 2B; MW-5 & 5B; MW-9 & 9B; MW-10 & 10B; MW-13 & 13B. All the wells will remain in place, secured with a water tight manhole and locking well plug (wells will not be abandoned). Once active pumping is ceased, the wells will be returned to the sampling plan, or a modified sampling plan to meet post remediation monitoring needs will be developed in participation with PADEP.

- ◆ A Notice of Intent (NOI) was submitted to PADEP on September 6, 2012, for renewal of the NPDES Permit, to continue operation of the remediation system. Coverage under the statewide permit was extended in a letter from PADEP dated October 24, 2012.
- ◆ On September 27 2012, Alliance installed a regenerative air blower at the Site to aid in sub-surface remediation. The blower was installed in the remediation shed, and tied into piping runs connected to MW-7B. The purpose of the blower is to provide additional hydraulic influence at well MW-7B and possibly extract hydrocarbon vapors from the de-watered bedrock surrounding MW-7B. All extracted vapors are passed through activated vapor-phase granular carbon prior to discharge to the atmosphere.
- ◆ Per the November 26, 2013 letter submitted to PADEP (Notification of Suspension of Remedial Actions), the remediation system was temporarily shutdown on December 31, 2013. Per the notification, the system would remain off for at least one quarter while the aquifer response is evaluated.
- ◆ The remediation system was restarted on April 18, 2014.
- ◆ On December 31, 2014, the remediation system was shut down indefinitely to further evaluate baseline MTBE concentrations and trends at the Site.

### 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: 80.48 feet (MW-12) to 73.98 feet (MW-14) Shallow Bedrock: 80.49 feet (MW-12B) to 74.00 feet (MW-14B)
Hydraulic Gradient:	Shallow: 0.010 feet per foot to the northeast Deep: 0.011 feet per foot to the northeast
Hydraulic Conductivity:	4.75 feet per day (shallow); 1.75 feet per day (deep).
Groundwater Sampling Frequency:	Quarterly.
Analytical Method:	Benzene, Toluene, Ethylbenzene, Total Xylenes (BTEX), Methyl tertiary-butyl ether (MTBE), Isopropylbenzene, Naphthalene via Environmental Protection Agency (EPA) Method 8260B.
Soil Quality:	Soil quality data from October 2006 dispenser sampling indicated Benzene above SHS at sample <i>Disp/Line 2</i> . Soil quality data from well installation in January 2007, indicated MTBE above SHS at MW-3 (11-12 feet).

Separate-Phase Hydrocarbons: Separate-phase hydrocarbons (SPH) have never been detected in the site monitoring wells.

### **RISK ASSESSMENT**

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

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

Municipal Water Supply: Aqua Pennsylvania, Inc.

### **SITE ACTIVITIES THIS REPORTING PERIOD**

- ◆ A groundwater sampling event was completed on October 1, 2015 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.
- ◆ The remediation system remained off for the fourth quarter 2015. Therefore, no discharge monitoring reports were submitted in October, November, or December 2015 in accordance with the National Pollutant Discharge Elimination System (NPDES) Permit for the Site.
- ◆ On December 18, 2015 based on the planned installation of a Sunoco pipeline that will encroach on the northern area of the site, Alliance requested PADEP's approval to abandon monitoring wells MW-5B, MW-6, MW-9A, MW-9B, MW-10A and MW-10B which are in potential conflict with the pipeline installation. These wells (excluding MW-6) have already been removed from the quarterly sampling plan due to consistent low/non-detect concentrations. MW-6 is typically dry and has had no more than a few inches of water in it when sampled (non-detect results).

### **REMEDIATION SYSTEM INFORMATION**

- ◆ Type of System: Vacuum Enhanced Groundwater Extraction (VEGE).
- ◆ Permanent Operation Dates:
  - Groundwater: June 28, 2010 to December 31, 2013; April 18, 2014 to December 31, 2014.
  - SVE: September 27, 2012 to December 23, 2012; March 19, 2013 to December 31, 2013; May 22, 2014 to December 31, 2014.
- ◆ Extraction Points: MW-1, MW-2, and 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: 0
- ◆ Average Groundwater Recovery Rate this Reporting Period: 0 GPM.
- ◆ Total Groundwater Recovered through December 31, 2014: 3,665,497 gallons.
  - Totalizer replaced 4/18/14 at 1,363,333 gallons.
- ◆ Total Dissolved-Phase MTBE Recovered through December 31, 2014: 128.19 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 January 2016.
- ◆ Operation of the remediation system has been suspended as of December 31, 2014 to evaluate non-pumping aquifer conditions.
- ◆ Based on the suspension of operation of the remediation system monthly no Discharge Monitoring Reports (DMR) will be submitted this period.

### **ATTACHMENTS**

Figure 1	Groundwater Analytical and Gradient Map - Overburden (Shallow) Wells October 1 2015
Figure 2	Groundwater Analytical and Gradient Map - Shallow Bedrock (Deep) Wells October 1 2015
Table 1	Groundwater Elevation Data and Analytical Summary
Appendix A	Groundwater Sampling Laboratory Analytical Reports
Appendix B	Groundwater Concentration Graphs