

**AGENDA**  
**EAST GOSHEN TOWNSHIP**  
**BOARD OF SUPERVISORS**  
Tuesday, September 19, 2017

6:00 PM Executive Session

7:00 PM Public Meeting

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
  - a. Announce that the Board met in executive session prior to tonight’s meeting to discuss a pending legal matter.
  - b. Announce that the Bicentennial Celebration is one of the five finalists for Park Champion of the Year Award.
6. Public Hearing
  - a. The Board will conduct a public hearing to consider an amendment to the Zoning Ordinance would address the new FEMA Floodplain regulations. **A copy of the transcript of the public hearing will be appended to the minutes of this meeting once the decision becomes “final, binding and nonappealable”.**
7. Emergency Services Reports
  - a. WEGO – Chief Brenda Bernot
  - b. Goshen Fire Co – none
  - c. Malvern Fire Co – none
  - d. Fire Marshal – none
8. Financial Report – August 2017 Report
9. Old Business
10. New Business
  - a. Consider Preserve at Applebrook settlement agreement.
  - b. Consider PennDOT Master Agreement – Attachment B for North Chester Road Paving Project.
  - c. Consider Apartment for the Care of a Relative and Storm Water Management Agreement for 300 North Chester Road.
  - d. Consider Stormwater Management Agreement for New Kent Apartments.
  - e. Consider Stormwater Management Agreement for 1118 Taylor Avenue.
  - f. Consider Paoli Pike Trail, Segment A PennDOT TAP Grant Application.
  - g. Consider Brine Tank Purchase
  - h. Planning Commission Update on 2017 Goals
11. Any Other Matter
12. Approval of Minutes
  - a. September 5, 2017
13. Treasurer’s Report – September 14, 2017
14. Liaison Reports
15. Correspondence, Reports of Interest

September 1, 2017 – Letter from Governor Wolfe concerning Circuit Trails Resolution.

16. Public Comment – Hearing of Residents

17. 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:

Sep 14, 2017	Planning Commission	07:00pm
Sep 18, 2017	Futurist Committee	07:00pm
Sep 19, 2017	Applebrook Golf	09:00am
Sep 19, 2017	Board of Supervisors	07:00pm
Sep 22, 2017	Movie in the Park	08:00pm
Sep 28, 2017	Police Commission @ WEGO Police Station	06:00pm
Sep 30, 2017	Community Yard Sale	09:00am
Oct 03, 2017	Board of Supervisors	07:00pm
Oct 04, 2017	Planning Commission	07:00pm
Oct 05, 2017	Farmers Market	07:00pm
Oct 05, 2017	Park & Recreation Commission	07:00pm
Oct 09, 2017	Municipal Authority	07:00pm
Oct 11, 2017	Conservancy Board	07:00pm
Oct 12, 2017	Farmers Market	07:00pm
Oct 12, 2017	Paoli Pike Corridor Master Plan	07:00pm
Oct 16, 2017	Futurist Committee	07:00pm
Oct 17, 2017	Board of Supervisors	07:00pm
Oct 21, 2017	Pumpkin Fest	

Newsletter Deadlines for Winter of 2018: November 1<sup>st</sup>

Want more information about the latest news in the Township and surrounding area? East Goshen Township and Chester County offer two valuable resources to stay informed about important local issues. East Goshen communicates information by email about all Township news through Constant Contact. To sign up, go to [www.eastgoshen.org](http://www.eastgoshen.org), and click the “E-notification & Emergency Alert” button on the left side of the homepage. Chester County offers an emergency notification system called ReadyChesco, which notifies residents about public safety emergencies in the area via text, email and cell phone call. Signing up is a great way to keep you and your loved ones safe when disaster strikes. Visit [www.readychesco.org](http://www.readychesco.org) to sign up today!

In addition Smart911 is a new service in Chester County that allows you to create a Safety Profile at [www.smart911.com](http://www.smart911.com) that includes details you want the 9-1-1 center and public safety response teams to know about your household in an emergency. When you dial 9-1-1, from a phone associated with your Safety Profile that information automatically displays to the 9-1-1 call taker allowing them to send responders based on up-to-date location and emergency information. With your Safety Profile, responders can arrive aware of many details they would

not otherwise know. Fire crews can arrive knowing exactly how many people live in your home and where the bedrooms are located. EMS personnel can know family members' allergies or specific medical conditions. And police can access a photo of a missing family member in seconds rather than minutes or hours, helping the search start faster.

# FYI

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To: Board of Supervisors  
From: Jason Lang, Director of Park and Recreation  
Re: Bicentennial Celebration – Recognized as 2017 NRPA Park Champion Award Finalist  
Date: September 13<sup>th</sup>, 2017

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Board of Supervisors-

In June, our Bicentennial Celebration was recognized as a National Recreation and Parks Association (NRPA) Park Champion event. NRPA Park Champion events are those that bring federal/state legislators to an event with the goal of promoting P & R as an important municipal function.

The department has additionally been notified that the Bicentennial was one of the five selected national finalists for the Park Champion of the Year award. The NRPA Awards Committee ultimately chose the Portland, Oregon P & R Department's Hope Walk as the award winner.

East Goshen will also be briefly recognized at the NRPA National Conference in New Orleans (October) during the award presentation. The event will also be recognized in an upcoming issue of NRPA's monthly magazine, *Parks and Recreation*.



# Memo

## East Goshen Township

Date: September 15, 2017  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Floodplain Ordinance Amendment

RS

The Township adopted a new Floodplain Ordinance in July, which goes into effect on September 29<sup>th</sup>, along with the new floodplain maps.

We forwarded the ordinance to FEMA for their records and upon further inspection by FEMA they recommended we add some additional language to the Variance section pertaining to accessory structures within the floodplain.

The additional language is in bold:

### 240-26.B Variances

1. No Variance shall be granted within any Identified Floodplain Area that would cause any increase in the BFE. **Additionally, no variance shall be granted for a proposed accessory structure that exceeds 600 square feet in size. If a variance is granted for an accessory structure greater than 200 square feet (but which is not allowed to exceed 600 square feet), a Non-Conversion Agreement is required as a condition of receiving the variance.**

**Suggested Motion:** I move that the Board adopt the proposed ordinance

EAST GOSHEN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF EAST GOSHEN TOWNSHIP,  
CHESTER COUNTY, PENNSYLVANIA, AMENDING THE  
EAST GOSHEN TOWNSHIP ZONING ORDINANCE OF  
1997 IN ORDER TO CLARIFY CERTAIN ACCESSORY  
STRUCTURES PROVISIONS AS SET FORTH IN CHAPTER  
240, ARTICLE V WITH RESPECT TO FLOODPLAIN  
REGULATIONS, AND TO PROVIDE FOR REQUIRED  
SEVERABILITY, REPEALER AND CODIFICATION  
PROVISIONS.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Goshen Township that the East Goshen Township Zoning Ordinance of 1997 is hereby amended as follows:

**SECTION 1.** Section 240.26.B. Floodplain Regulations, is hereby amended to delete and remove Section 240.26.B(8).B.1 in its entirety and replace it as follows:

- “1. No variance shall be granted within any Identified Floodplain Area that would cause any increase in BFE. Additionally, no variance shall be granted for a proposed accessory structure that exceeds 600 square feet in size. If a variance is granted for a proposed accessory structure that is in excess of 200 square feet (but which is not allowed to exceed 600 square feet), a signed Non-Conversion Agreement is required as a condition of receiving the variance.”

**SECTION 2. Severability.** If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

**SECTION 3. Repealer.** All ordinances or parts of ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

**SECTION 4. Codification.** General Code is hereby authorized to make non-substantive formatting and numbering changes necessary to clarify references to other sections of Township ordinances and/or codification and to bring the Ordinance into conformity with Township ordinances/codification.

**SECTION 5. Effective Date.** This Ordinance shall become effective on September 29, 2017 and shall remain in force and effect until otherwise amended by the Township.

ENACTED AND ORDAINED this \_\_\_\_\_ day of September, 2017.

ATTEST:

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Louis F. Smith, Secretary

\_\_\_\_\_  
E. Martin Shane, Chairman

\_\_\_\_\_  
Carmen R. Battavio, Vice-Chairman

\_\_\_\_\_  
Charles W. Proctor, III, Esquire, Member

\_\_\_\_\_  
Janet L. Emanuel, Member

\_\_\_\_\_  
Michael P. Lynch, Member



# THE COUNTY OF CHESTER



## COMMISSIONERS

Michelle Kichline  
Kathi Cozzone  
Terence Farrell

Brian N. O'Leary, AICP  
Executive Director

## PLANNING COMMISSION

Government Services Center, Suite 270  
601 Westtown Road  
P. O. Box 2747  
West Chester, PA 19380-0990  
(610) 344-6285 Fax (610) 344-6515

August 21, 2017

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

Re: Zoning Ordinance Amendment – Floodplain Regulations  
# ZA-08-17-15044 - East Goshen Township

Dear Mr. Smith:

The Chester County Planning Commission has reviewed the proposed Zoning Ordinance Amendment as submitted pursuant to the provisions of the Pennsylvania Municipalities Planning Code, Section 609(e). The referral for review was received by this office on August 11, 2017. We offer the following comments to assist in your review of the proposed amendment.

### DESCRIPTION:

1. The County Planning Commission has previously reviewed two versions of East Goshen Township's updated Floodplain Regulations, the latest of which occurred on June 22, 2017 (CCPC# ZA-06-17-14937). The current amendment submission addresses a minor revision to the Variance Procedures and Conditions in Section 240-26.B(8).B.1 of the proposed floodplain regulations.

### COMMENTS:

2. The proposed ordinance language appears to follow the requirements of the Pennsylvania Department of Community and Economic Development (PA DCED). As stated in our previous review (CCPC# ZA-06-17-14937), it is our understanding that the pre-adoption review of the proposed ordinance language has been completed, so that the final draft floodplain ordinance has been reviewed and approved by PA DCED as compliant. The proposed amendment further clarifies variance provisions related to accessory structures to ensure full compliance with FEMA standards.

**RECOMMENDATION: The County Planning Commission supports the adoption of the proposed zoning ordinance amendment.**

We request an official copy of the decision made by the Township Supervisors, as required by Section 609(g) of the Pennsylvania Municipalities Planning Code. This will allow us to maintain a current file copy of your ordinance.

Sincerely,

Paul Farkas  
Senior Review Planner

cc: Dani-Ella Betz, Chester County Water Resources Authority



**EAST GOSHEN TOWNSHIP  
PLANNING COMMISSION**

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

September 14, 2017

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

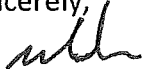
Re: Floodplain Ordinance Amendment / Variances for Accessory Structures

Dear Board Members:

At their meeting on September 14, 2017 the Planning Commission voted unanimously in favor of the following motion:

Mr. Chairman, I move that the Planning Commission recommend approval of this amendment to the Township Floodplain Ordinance.

Sincerely,



Mark A. Gordon  
Township Zoning Officer

# Memo

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To: Board of Supervisors  
From: Jon Altshul  
Re: August 2017 Financial Report and 2017 Year-End Projections  
Date: September 6, 2017

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Net of pass-through accounts, as of August 31<sup>st</sup>, the general fund had revenues of \$8,050,189 and expenses of \$6,801,129 for a year-to-date surplus of \$1,249,060. Compared to the YTD budget, revenues were \$781,722 over budget and expenses were \$3,089 under budget for a favorable budget variance of \$784,811. As of August 31<sup>st</sup>, the general fund balance was \$6,136,733.

On the expense side, Public Works was \$25,548 over-budget due to an early start to the paving season and under-budgeting for vehicle maintenance and repairs. These overruns were partially offset by substantial savings for snow removal and lower than expected costs for storm water. Administration was \$68,648 over-budget due primarily to building repairs in the Public Works Annex over the winter and higher-than-expected workers compensation expenses. Codes was \$4,708 over budget due to lower than projected permit revenue. Parks and Recreation and Emergency Services were both under-budget.

On the revenue side, Real Estate Transfer Tax is now \$590,679 over budget due to the sale of a large commercial building in March and strong residential sales during the summer months; Earned Income Tax continues to have a strong year and is now \$227,840 over budget.

## Other funds

- The **State Liquid Fuels Fund** had \$525,579 revenues and \$0 expenses. The fund balance was \$525,881.
- The **Sinking Fund** had \$733,968 in revenues and \$1,019,421 in expenses. The fund balance is \$5,793,822.
- The **Transportation Fund** had \$4,724 in revenues and \$2,583 in expenses. The fund balance is \$1,077,001.
- The **Sewer Operating Fund** had \$2,475,167 in revenues and \$2,021,150 in expenses. The fund balance is \$1,263,699.
- The **Refuse Fund** had \$787,440 in revenues and \$694,485 in expenses. The fund balance is \$709,862.
- The **Bond Fund** had \$8,101,010 in revenues and \$524,413 in expenses. The fund balance is \$7,576,597.
- The **Sewer Sinking Fund** had \$7,646 in revenues and \$108,571 in expenses. The fund balance is \$1,982,939.
- The **Operating Reserve Fund** had \$3,201 in revenues and no expenses. The fund balance is \$2,493,804.
- The **Events Fund** had \$16 in revenues and no expenses. The fund balance is \$60,043.

## 2017 Year-End Projections

On the General Fund side, I am projecting that the Township finishes the year with a surplus of \$301,955. This increase from last month (when I was projecting a surplus of \$2,339), is due to the fact that it is unlikely that the Vehicle Wash Bay will be constructed this year, which reduces the transfer to the Sinking Fund.

Year-end projections for other funds—with the exception of the Sinking Fund, which will now longer have the expense or offsetting transfer in for the Wash Bay this year—are unchanged from last month.

Year-end projections for all funds are attached to this memo.

**EAST GOSHEN TOWNSHIP  
GENERAL FUND SUMMARY  
As of August 31, 2017**

Account Title	Annual Budget	YTD Budget	YTD Actual	Variance
EMERGENCY SERVICES EXPENSES	4,520,632	3,470,070	3,475,705	(5,635)
PUBLIC WORKS EXPENSES	2,615,463	1,448,985	1,431,263	17,722
ADMINISTRATION EXPENSES	1,883,346	1,023,524	1,056,284	(32,760)
CODES EXPENSES	413,748	274,822	263,327	11,495
PARK AND RECREATION EXPENSES	682,542	498,990	486,719	12,271
<b>TOTAL CORE FUNCTION EXPENSES</b>	<b>10,115,731</b>	<b>6,716,391</b>	<b>6,713,297</b>	<b>3,094</b>
EMERGENCY SERVICES REVENUES	61,480	48,852	56,687	7,835
PUBLIC WORKS REVENUES	1,005,147	246,330	203,060	(43,270)
ADMINISTRATION REVENUES	377,720	226,715	190,827	(35,888)
CODES REVENUES	279,875	202,751	186,547	(16,204)
PARK AND RECREATION REVENUES	272,435	90,253	105,640	15,387
<b>TOTAL CORE FUNCTION REVENUES</b>	<b>1,996,657</b>	<b>814,901</b>	<b>742,762</b>	<b>(72,139)</b>
<b>NET EMERGENCY SERVICES</b>	<b>4,459,152</b>	<b>3,421,218</b>	<b>3,419,017</b>	<b>2,201</b>
<b>NET PUBLIC WORKS</b>	<b>1,610,316</b>	<b>1,202,655</b>	<b>1,228,203</b>	<b>(25,548)</b>
<b>NET ADMINISTRATION</b>	<b>1,505,626</b>	<b>796,809</b>	<b>865,457</b>	<b>(68,648)</b>
<b>NET CODES</b>	<b>133,873</b>	<b>72,071</b>	<b>76,779</b>	<b>(4,708)</b>
<b>NET PARK AND RECREATION</b>	<b>410,107</b>	<b>408,737</b>	<b>381,079</b>	<b>27,658</b>
<b>CORE FUNCTION NET SUBTOTAL</b>	<b>8,119,074</b>	<b>5,901,490</b>	<b>5,970,536</b>	<b>(69,046)</b>
DEBT - PRINCIPAL	520,999	0	0	0
DEBT - INTEREST	129,198	87,827	87,832	(5)
<b>TOTAL DEBT</b>	<b>650,197</b>	<b>87,827</b>	<b>87,832</b>	<b>(5)</b>
<b>TOTAL CORE FUNCTION NET</b>	<b>8,769,271</b>	<b>5,989,317</b>	<b>6,058,367</b>	<b>(69,050)</b>
<b>NON-CORE FUNCTION REVENUE</b>				
EARNED INCOME TAX	4,916,400	3,470,443	3,698,283	227,840
REAL ESTATE PROPERTY TAX	2,027,128	1,998,953	2,008,363	9,410
REAL ESTATE TRANSFER TAX	525,000	355,000	945,679	590,679
CABLE TELEVIS.FRANCHISE	473,690	355,267	358,899	3,632
LOCAL SERVICES TAX	348,000	252,979	255,273	2,294
OTHER INCOME	40,341	20,924	40,930	20,006
				0
<b>TOTAL NON CORE FUNCTION REVENUE</b>	<b>8,330,559</b>	<b>6,453,566</b>	<b>7,307,428</b>	<b>853,862</b>
<b>NET RESULT</b>	<b>(438,712)</b>	<b>464,249</b>	<b>1,249,060</b>	<b>784,811</b>

SUMMARY OF FUNDS REPORT (AKA "JOE REPORT")  
**ALL FUNDS AUGUST 2017**  
 \* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

	GENERAL FUND*	LIQUID FUELS STATE FUND	SINKING FUND	TRANSPORT. FUND	SEWER OP. FUND	REFUSE FUND	BOND FUND	SEWER SINK FUND	OPERATING RESERVE	EVENTS FUND	TOWNSHIP FUNDS	MUNICIPAL AUTHORITY
<b>01/01/17 BEGINNING BALANCE</b>	<b>\$5,099,106</b>	<b>\$302</b>	<b>6,079,275</b>	<b>1,074,859</b>	<b>552,175</b>	<b>616,907</b>	<b>0</b>	<b>\$2,083,864</b>	<b>\$2,490,604</b>	<b>\$60,027</b>	<b>\$18,057,119</b>	<b>\$1,415,651</b>
<b>RECEIPTS</b>												
310 TAXES	\$7,310,298	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,310,298	\$0
320 LICENSES & PERMITS	\$19,872	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,872	\$0
330 FINES & FORFEITS	\$29,290	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,290	\$0
340 INTERESTS & RENTS	\$111,516	\$68	\$29,077	\$3,535	\$563	\$2,981	\$3,525	\$7,646	\$3,201	\$16	\$162,128	\$6,357
350 INTERGOVERNMENTAL	\$19,883	\$525,511	\$191,005	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$736,398	\$0
360 CHARGES FOR SERVICES	\$324,870	\$0	\$0	\$0	\$2,731,637	\$784,459	\$0	\$0	\$0	\$0	\$3,840,966	\$7,692
380 MISCELLANEOUS REVENUES	\$724,031	\$0	\$10,000	\$1,189	\$12,967	\$0	\$0	\$0	\$0	\$0	\$748,187	\$0
390 OTHER FINANCING SOURCES	\$170,645	\$0	\$503,886	\$0	\$0	\$0	\$8,097,485	\$0	\$0	\$0	\$8,772,016	\$70,000
	<b>\$8,710,405</b>	<b>\$525,579</b>	<b>\$733,968</b>	<b>\$4,724</b>	<b>\$2,745,167</b>	<b>\$787,440</b>	<b>\$8,101,010</b>	<b>\$7,646</b>	<b>\$3,201</b>	<b>\$16</b>	<b>\$21,619,156</b>	<b>\$84,049</b>
<b>EXPENDITURES</b>												
400 GENERAL GOVERNMENT	\$888,724	\$0	\$260,691	\$0	\$0	\$0	\$0	\$108,571	\$0	\$0	\$1,257,986	\$0
410 PUBLIC SAFETY	\$4,470,644	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,470,644	\$0
420 HEALTH & WELFARE	\$0	\$0	\$0	\$0	\$1,378,144	\$0	\$0	\$0	\$0	\$0	\$1,378,144	\$0
426 SANITATION & REFUSE	\$70,283	\$0	\$0	\$0	\$0	\$694,485	\$0	\$0	\$0	\$0	\$764,769	\$321,592
430 HIGHWAYS,ROADS & STREETS	\$1,201,962	\$0	\$155,519	\$2,583	\$0	\$0	\$0	\$0	\$0	\$0	\$1,360,063	\$0
450 CULTURE-RECREATION	\$434,467	\$0	\$405,913	\$0	\$0	\$0	\$524,413	\$0	\$0	\$0	\$1,364,792	\$0
460 CONSERVATION & DEVELOPMENT	\$2,279	\$0	\$197,299	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$199,578	\$0
470 DEBT SERVICE	\$109,563	\$0	\$0	\$0	\$573,006	\$0	\$0	\$0	\$0	\$0	\$682,570	\$0
480 MISCELLANEOUS EXPENDITURES	\$495,027	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$495,027	\$0
490 OTHER FINANCING USES	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0	\$0	\$70,000	\$0
	<b>\$7,672,949</b>	<b>\$0</b>	<b>\$1,019,421</b>	<b>\$2,583</b>	<b>\$2,021,150</b>	<b>\$694,485</b>	<b>\$524,413</b>	<b>\$108,571</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,043,572</b>	<b>\$321,592</b>
<b>2017 SURPLUS/(DEFICIT)*</b>	<b>1,037,456</b>	<b>\$525,579</b>	<b>(\$285,453)</b>	<b>\$2,142</b>	<b>\$724,017</b>	<b>\$92,955</b>	<b>\$7,576,597</b>	<b>(\$100,925)</b>	<b>\$3,201</b>	<b>\$16</b>	<b>\$9,575,584</b>	<b>(\$237,543)</b>
<b>CLEARING ACCOUNT ADJUSTMENTS</b>	<b>\$171</b>											
<b>8/31/2017 ENDING BALANCE</b>	<b>\$6,136,733</b>	<b>\$525,881</b>	<b>\$5,793,822</b>	<b>\$1,077,001</b>	<b>\$1,276,192</b>	<b>\$709,862</b>	<b>\$7,576,597</b>	<b>\$1,982,939</b>	<b>\$2,493,804</b>	<b>\$60,042</b>	<b>\$27,632,873</b>	<b>\$1,178,108</b>

**EAST GOSHEN TOWNSHIP**  
**2017 YEAR-END PROJECTION SUMMARY**  
**August 31, 2017**

Account Title	2017 Budget	2017 Y/E Projection (August)	Projected Variance
GENERAL FUND			
EMERGENCY SERVICES EXPENSES	4,520,632	4,524,132	3,500
PUBLIC WORKS EXPENSES	2,615,463	2,577,918	(37,545)
ADMINISTRATION EXPENSES	1,883,346	1,819,620	(63,726)
ZONING/PERMITS/CODES EXPENSES	413,748	411,177	(2,571)
PARK AND RECREATION EXPENSES	682,542	684,909	2,367
<b>TOTAL CORE FUNCTION EXPENSES</b>	<b>10,115,731</b>	<b>10,017,756</b>	<b>(97,975)</b>
-			
EMERGENCY SERVICES REVENUES	61,480	67,646	6,166
PUBLIC WORKS REVENUES	1,005,147	1,018,931	13,784
ADMINISTRATION REVENUES	377,720	371,563	(6,157)
ZONING/PERMITS/CODES REVENUES	279,875	258,653	(21,222)
PARK AND RECREATION REVENUES	272,435	226,126	(46,309)
<b>TOTAL CORE FUNCTION REVENUES</b>	<b>1,996,657</b>	<b>1,942,920</b>	<b>(53,737)</b>
-			
NET EMERGENCY SERVICES EXPENSES	4,459,152	4,456,486	(2,666)
NET PUBLIC WORKS EXPENSES	1,610,316	1,558,987	(51,329)
NET ADMINISTRATION EXPENSES	1,505,626	1,448,057	(57,569)
NET ZONING/PERMITS/CODES EXPENSES	133,873	152,524	18,651
NET PARK AND RECREATION EXPENSES	410,107	458,783	48,676
<b>CORE FUNCTION NET SUBTOTAL</b>	<b>8,119,074</b>	<b>8,074,836</b>	<b>(44,238)</b>
-			
DEBT - PRINCIPAL	520,999	520,999	0
DEBT - INTEREST	129,198	147,386	18,188
<b>TOTAL DEBT</b>	<b>650,197</b>	<b>668,385</b>	<b>18,188</b>
-			
<b>TOTAL CORE FUNCTION NET</b>	<b>8,769,271</b>	<b>8,743,221</b>	<b>(26,050)</b>
-			
<b>NON-CORE FUNCTION REVENUE</b>			
EARNED INCOME TAX	4,916,400	5,080,000	163,600
REAL ESTATE PROPERTY TAX	2,027,128	2,019,935	(7,193)
REAL ESTATE TRANSFER TAX	525,000	1,055,000	530,000
CABLE TV FRANCHISE TAX	473,690	480,000	6,310
LOCAL SERVICES TAX	348,000	347,900	(100)
OTHER INCOME	40,341	62,341	22,000
-			
<b>TOTAL NON CORE FUNCTION REVENUE</b>	<b>8,330,559</b>	<b>9,045,176</b>	<b>714,617</b>
-			
<b>NET RESULT</b>	<b>(438,712)</b>	<b>301,955</b>	

AUGUST 2017--2017 YEAR-END PROJECTIONS  
ALL FUNDS AUGUST 2017

\* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

	GENERAL FUND*	LIQUID FUELS STATE FUND	SINKING FUND	TRANSPORT. FUND	SEWER OP. FUND	REFUSE FUND	SEWER SINK FUND	TWP BOND FUND (NEW)	SEWER BOND FUND (NEW)	OPERATING RESERVE	EVENTS FUND	TOWNSHIP FUNDS	MUNICIPAL AUTHORITY
01/01/17 BEGINNING BALANCE	\$5,099,106	\$302	6,079,275	1,074,859	552,175	616,907	\$2,083,864	\$0	\$0	\$2,490,604	\$60,027	\$18,057,119	\$1,415,651
<b>RECEIPTS</b>													
310 TAXES	\$9,052,935	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,052,935	\$0
320 LICENSES & PERMITS	\$31,122	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,122	\$0
330 FINES & FORFEITS	\$40,249	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,249	\$0
340 INTERESTS & RENTS	\$159,727	\$5,203	\$37,000	\$4,000	\$600	\$4,900	\$247,000	\$0	\$0	\$15,500	\$12	\$473,942	\$6,500
350 INTERGOVERNMENTAL	\$142,586	\$525,511	\$541,005	\$257,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,466,602	\$0
360 CHARGES FOR SERVICES	\$764,000	\$0	\$0	\$0	\$3,631,506	\$1,047,000	\$0	\$0	\$0	\$0	\$0	\$5,442,507	\$16,000
380 MISCELLANEOUS REVENUES	\$1,434,425	\$0	\$0	\$793	\$11,874	\$0	\$0	\$0	\$0	\$0	\$0	\$1,447,091	\$0
390 OTHER FINANCING SOURCES	\$1,043,666	\$0	\$883,532	\$0	\$0	\$0	\$0	\$5,310,000	\$2,840,000	\$0	\$0	\$10,077,198	\$100,755
	\$12,668,711	\$530,713	\$1,461,537	\$262,293	\$3,643,980	\$1,051,900	\$247,000	\$5,310,000	\$2,840,000	\$15,500	\$12	\$28,031,646	\$123,255
<b>EXPENDITURES</b>													
400 GENERAL GOVERNMENT	\$1,475,925	\$0	\$329,751	\$0	\$0	\$0	\$110,000	\$0	\$0	\$0	\$0	\$1,915,676	\$0
410 PUBLIC SAFETY	\$6,308,627	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,308,627	\$0
420 HEALTH & WELFARE	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000	\$0
426 SANITATION & REFUSE	\$106,585	\$0	\$0	\$0	\$2,510,397	\$1,072,825	\$0	\$0	\$0	\$0	\$0	\$3,689,807	\$600,000
430 HIGHWAYS,ROADS & STREETS	\$2,239,736	\$530,713	\$276,557	\$521,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,568,507	\$0
450 CULTURE-RECREATION	\$642,114	\$0	\$714,000	\$0	\$0	\$0	\$0	\$438,785	\$0	\$0	\$0	\$1,794,899	\$0
460 CONSERVATION & DEVELOPMENT	\$4,485	\$0	\$245,000	\$0	\$0	\$0	\$0	\$1,178,183	\$0	\$0	\$0	\$1,427,668	\$0
470 DEBT SERVICE	\$689,500	\$0	\$0	\$0	\$893,055	\$0	\$0	\$0	\$0	\$0	\$0	\$1,582,555	\$0
480 MISCELLANEOUS EXPENDITURES	\$893,785	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$893,785	\$0
490 OTHER FINANCING USES	\$0	\$0	\$0	\$0	\$100,755	\$0	\$0	\$0	\$0	\$0	\$60,039	\$160,794	\$0
	\$12,366,756	\$530,713	\$1,565,308	\$521,500	\$3,504,207	\$1,072,825	\$110,000	\$1,616,968	\$0	\$0	\$60,039	\$21,348,316	\$600,000
2017 SURPLUS/(DEFICIT)*	301,955	\$0	(\$103,771)	(\$259,208)	\$139,773	(\$20,925)	\$137,000	\$3,693,032	\$2,840,000	\$15,500	(\$60,027)	\$6,683,330	(\$476,745)
5/31/2017 ENDING BALANCE	\$5,401,061	\$302	\$5,975,504	\$815,652	\$691,948	\$595,982	\$2,220,864	\$3,693,032	\$2,840,000	\$2,506,104	\$0	\$24,740,448	\$938,906

### Drawdown Schedule East Goshen Series 2017 GO Bonds

Updated

9/15/2017

	<b>Total draw to date</b>	\$512,657	<b>Original Proceeds</b>	\$8,097,405	<b>Interest Accrued</b>	\$3,525
Shaded cells indicates main account to use	<b>Current Balance</b>	\$7,588,273	<b>% Drawn</b>	6.33%		

Sinking Fund Code	03460-7408	03460-7401 (A) & 03460-7402 (B)	03460-7401 (A) & 03460-7402 (B)	03460-7404	03460-7404	03460-7404 (D) & 03460-7405 E	03460-7404 (D) & 03460-7405 E	03460-7406 (F) & 03460-7407 (G)	03460-7406 (F) & 03460-7407 (G)	
Bond Fund Code	08459-6000	08459-6001	08459-6002	08459-6003	08459-6004	08459-6005	08459-6006	08459-6007	08459-6008	
<b>PAOLI PIKE TRAIL</b>	Misc Trail Capital Expenses	Segment A-B Engineering	Segment A-B Construction	Segment C Engineering	Segment C Construction	Segment D-E Engineering	Segment D-E Construction	Segment F-G Engineering	Segment F-G Construction	<b>TOTAL</b>
Total Budget from 2017										
Bond Proceeds	\$67,293	\$922,161	\$0	\$576,808	\$984,000	\$570,858	\$1,736,000	\$153,400	\$200,000	\$5,210,520
Less Grants					-\$984,000		-\$1,736,000	-\$153,400	-\$200,000	-\$3,073,400
Net Budget	\$67,293	\$922,161	\$0	\$576,808	\$0	\$570,858	\$0	\$0	\$0	\$2,137,120
Expenses incurred prior to settlement										\$0
<b>Draw date</b>										\$0
8/31/2017(Reimbursement)	\$67,293			\$209,867		\$13,752				\$290,911
<b>Total remaining</b>	<b>\$0</b>	<b>\$922,161</b>	<b>\$0</b>	<b>\$366,941</b>	<b>\$0</b>	<b>\$557,106</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,846,209</b>

Sinking Fund Code	03454-7400	03454-7450	03454-7450	03454-7400	03454-7400	03454-7400	03454-7400	03454-7400	03454-7400	03454-7400	
Bond Fund Code	08454-6001	08454-6002	08454-6003	none	none	08454-6004	08454-6005	08454-6006	none	08454-6007	
<b>PARK MP</b>	Tennis Courts	Playground Engineering	Playground Construction	Picnic Grove	Signage	Amphitheater	Sports fields	Area around playground	Mid-term improvements	Park Cameras	<b>TOTAL</b>
Total Budget from 2017											
Bond Proceeds	\$32,175	\$52,000	\$622,035	\$0	\$0	\$25,000	\$0	\$5,000	\$5,000	\$12,000	\$753,210
Less Grants & Donations			-\$485,000								-\$485,000
Net Budget	\$32,175	\$52,000	\$137,035	\$0	\$0	\$25,000	\$0	\$5,000	\$5,000	\$12,000	\$268,210
Expenses incurred prior to settlement											\$0
<b>Draw date</b>											\$0
8/31/17 (Reimbursement)	\$22,631	\$45,607		\$0	\$0	\$25,000	\$0	\$5,000	\$5,000	\$12,000	\$68,238
<b>Total remaining</b>	<b>\$9,544</b>	<b>\$6,393</b>	<b>\$137,035</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$12,000</b>	<b>\$199,972</b>

Sinking Fund Code	03458-7450	03458-7450	03458-7450	03458-7450	03457-7450	03457-7450	03457-7450	03457-7450	
Bond Fund Code	08454-6010	08454-6020	08454-6030	08454-6040	08454-6050	08454-6060	08454-6070	08454-6080	
<b>DAMS</b>	MT Engineering	MT Construction	MT Land Imp Engineering	MT Land Imp Construction	HM Engineering	HM Construction	HM Land Imp Engineering	HM Land Imp Construction	<b>TOTAL</b>
Total Budget from 2017									
Bond Proceeds	\$162,130	\$678,000	\$258,360	\$1,304,972	\$103,500	\$430,000	\$189,592	\$215,206	\$3,341,760
Less Grants				-\$500,000					-\$500,000
Net Budget	\$162,130	\$678,000	\$258,360	\$804,972	\$103,500	\$430,000	\$189,592	\$215,206	\$2,841,760
Expenses incurred prior to settlement									\$0
<b>Draw date</b>									\$0
8/31/17 (Reimbursement)	\$97,649				\$54,587				\$152,237
9/14/2017		\$1,271							\$1,271
<b>Total remaining</b>	<b>\$64,481</b>	<b>\$676,729</b>	<b>\$258,360</b>	<b>\$804,972</b>	<b>\$48,913</b>	<b>\$430,000</b>	<b>\$189,592</b>	<b>\$215,206</b>	<b>\$2,688,252</b>



MA Code	07429-6100	07429-6100	07429-6100	07429-6100	07429-6100	07429-6100	07429-6100	07429-6100	
Bond Fund Code	08429-6000	08429-6000	08429-6000	08429-6000	08429-6000	08429-6000	08429-6000	08429-6000	
West Goshen STP	Sanitary Sewer Repairs	Emergency Generator	Headworks	Anaerobic Digester	Westtown Rd P/S	Enhanced Chemical Add	Phase 2 Improvements	Engineering & Other	TOTAL
Total Budget from 2017									
Bond Proceeds	\$247,419	\$117,524	\$364,819	\$716,102	\$1,168,261	\$48,801	\$1,227,379	\$358,343	\$4,248,648
Less 2013 Bond Proceeds	-\$192,031	-\$117,524	-\$364,819	-\$251,386	-\$72,361	-\$48,801	-\$143,623	-\$159,455	-\$1,350,000
Less Grants				-\$48,333					-\$48,333
Net Budget	\$55,388	\$0	\$0	\$416,383	\$1,095,900	\$0	\$1,083,756	\$198,888	\$2,850,315
Expenses incurred prior to settlement									\$0
Draw date									\$0
Total remaining	\$55,388	\$0	\$0	\$416,383	\$1,095,900	\$0	\$1,083,756	\$198,888	\$2,850,315

# **Memo**

## **East Goshen Township**

Date: September 11, 2017

To: Board of Supervisors

From: Rick Smith, Township Manager

Re: Preserve at Applebrook v. East Goshen

### **Background**

In 2006, the Township, Applebrook Associates, Foundation of the Chester County Chamber, Brandywine Operating Partnership, and Pulte Homes of PA entered into an easement agreement concerning what is known as the Applebrook, the 311-acre property that was formerly owned by Smith Kline. Under the 2006 Easement Agreement, the Township and Pulte granted the other parties access easements over their respective parcels. Last spring, the Preserve at Applebrook, a Condominium, who is the assignee of Pulte, filed a civil complaint in the Chester County Court of Common Pleas alleging that language in the 2006 Easement precludes the general public from utilizing Hibberd Lane as a shortcut between Paoli Pike and East Boot Road. The case is scheduled for trial on September 25, 2017.

### **Discussion**

The Preserve and the Township have been in negotiations on how to resolve this issue in a manner that is acceptable to both parties.

Under the tentative settlement, the Township will take ownership of and be responsible for the maintenance of the section of Hibberd Lane from Paoli Pike to the north side of the bridge and for the section of Hibberd Lane from the Preserve property line to East Boot Road. The bridge and the section of Hibberd Lane from the bridge through the Preserve's property will continue to be owned and maintained by the Preserve, the result being that the Preserve would be responsible for the maintenance of the bridge and approximately 1,300 feet of Hibberd Lane; and the Township would be responsible for approximately 1,500 feet of Hibberd Lane.

The Township will install "No Truck Traffic, Except Local Delivery" signs at both ends of Hibberd Lane. This will reduce wear and tear on the road and make it safer for the users of the Applebrook Park.

The Preserve will be permitted to erect a stone pillar identifying "The Preserve at Applebrook – Private Community" on the north side of the bridge. The sign will be identical to those that exist on East Boot Road.

And finally, the language in the 2006 Easement will be revised to remove any ambiguity about the public's right to use Hibberd Lane.

### **Recommendation**

The Township Solicitor and I recommend that the Board act favorably on the tentative settlement agreement. While the Township will incur some additional maintenance costs, clarifying the language in the 2006 Easement will essentially put this issue to rest once and for all.

At the meeting on September 19, 2017, the Board will consider approval of a Settlement & Release Agreement, a Maintenance Agreement, and an Amended Easement Agreement (attached).

**Suggested Motion** – I move that we authorize the Chairman to execute the Settlement & Release Agreement, a Maintenance Agreement, and an Amended Easement Agreement.

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**SETTLEMENT & RELEASE AGREEMENT**

This Settlement Agreement & Release (the "Agreement") is made and entered on this \_\_\_\_\_ day of September, 2017 among PRESERVE AT APPLEBROOK, A CONDOMINIUM ("APPLEBROOK") and TOWNSHIP OF EAST GOSHEN ("TOWNSHIP") (each a "Party" and collectively, the "Parties").

**Background**

**WHEREAS**, Applebrook is a Pennsylvania Condominium Association, situate at Hibberd and Grist Mill Lanes, East Goshen Township, Chester County, Pennsylvania, with a business address of P.O. Box 1605, West Chester, Chester County, Pennsylvania;

**WHEREAS**, Township is a Second Class Township, organized in the Commonwealth of Pennsylvania, located at 1580 Paoli Pike, West Chester, Pennsylvania 19380;

**WHEREAS**, Applebrook Associates, L.P. is a Pennsylvania limited partnership, having a business address c/o Applebrook Golf Club, located at 100 Line Road, Malvern, Pennsylvania 19355 ("Applebrook Golf Club");

**WHEREAS**, Foundation of the Chester County Chamber is a Pennsylvania non-profit corporation, having a business address of 1600 Paoli Pike, Malvern, Pennsylvania 19355 ("Chamber");

**WHEREAS**, 1700 Paoli Pike, LLC is a Pennsylvania limited partnership, having a business address of Two Bala Plaza, Suite 600, Bala Cynwyd, Pennsylvania 19004 ("1700"), and having succeeded to the rights of Brandywine Operating Partnership, L.P.;

**WHEREAS**, the Township, Applebrook Golf Club, Chamber, and 1700 are parties to an Easement Agreement, dated June 20, 2006 ("Easement Agreement");

**WHEREAS**, Applebrook is also a party to the Easement Agreement as the permitted assignee of Pulte Homes of PA, Limited Partnership ("Pulte"), who was an original signatory to the Easement Agreement. All rights and obligations of Pulte under the Easement Agreement have been assigned to and accepted by Applebrook;

**WHEREAS**, the Easement Agreement sets forth respective rights, privileges, obligations, and restrictions of the parties thereto in certain access, utility, and stormwater management easements granted by and to the various parties, pursuant to the Easement Agreement;

**WHEREAS**, certain disputes have arisen between the Parties related to Applebrook's, the Township's, and the general public's rights, privileges, obligations, and restrictions under the Easement Agreement, specifically involving certain rights of access and use involving Hibberd Lane and Grist Mill Lane;

**WHEREAS**, the aforementioned disputes resulted in Applebrook’s filing of suit in equity with the Chester County Court of Common Pleas (Docket No.: 2016 – 03520 – IR) against the Township, Applebrook Golf Club, the Chamber, and 1700, ultimately comprised of a declaratory judgment action, breach of contract claim, and mandamus action (“Civil Action”).

**WHEREAS**, the Parties hereto desire to now resolve Applebrook’s Civil Action through the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Incorporation of the Background.** The Background of the instant Agreement is incorporated herein by reference as if set forth herein at length.

2. **Signage.** The Township shall erect and perpetually maintain vehicular-related signage on Hibberd Lane. Specifically, the Township shall erect and maintain two (2) “No Truck Traffic, Except Local Deliveries” signs at two separate locations, namely: (i) on Hibberd Lane, coming off of East Boot Road, prior to its intersection with Grist Mill Lane, approximately thirty (30) feet from the Preserve at Applebrook and Township boundary line, on the side of roadway located closer to East Boot Road; and (ii) on Hibberd Lane, coming off of Paoli Pike, approximately fifty (50) feet before the Ridley Creek Bridge, along the northern portion of Hibberd Lane.

The “No Truck Traffic, Except Local Deliveries” signage shall be comprised of the R5-2 (no truck) sign and the R5-2-3 (except local deliveries) sign, as depicted in Exhibit “A”, attached hereto and incorporated herein. The Township shall be responsible for the ordering (including payment thereof), installation, and maintenance of the aforementioned signage. Any and all subsequent replacement signage shall be identical or as near-identical in size, color, text, and location, to the initial signage described herein. The truck-related signage, as contemplated herein, shall be erected within sixty (60) days of the Parties’ complete execution of this Agreement.

The Township shall permit Applebrook, should it so choose, to erect a stone pillar identifying “The Preserve at Applebrook – Private Community”, identical or as near-identical in size, color, and text, to that which currently exists near the entrance of Applebrook off of East Boot Road, as depicted in the photograph attached hereto, marked as Exhibit “B”. Despite the permitted placement of the stone pillar on real property owned by the Township, Applebrook shall be solely and perpetually responsible for the ordering (including payment thereof), installation, insurance, electricity, repair, replacement, and maintenance of the stone pillar. Should Applebrook so choose, the stone pillar may be illuminated with only a small spotlight identical or as near-identical in size, color, and brightness to that which is currently used to illuminate the existing stone pillar (located near the entrance of Applebrook off of East Boot Road), as depicted in Exhibit “B”. The stone pillar may be placed alongside Hibberd Lane, coming off of Paoli Pike, approximately fifty (50) feet before the Ridley Creek Bridge, along the southern portion of Hibberd Lane (and located approximately across the street from the aforementioned truck-related signage). Any and all subsequent replacement stone pillar shall be identical or as near-identical in size, color, text, and location, to the initial stone pillar described and depicted herein. The Township shall have

no maintenance, insurance, financial, repair, replacement, and/or removal obligations, duties or responsibilities with regard to the Stone Pillar.

3. **Amended Easement Agreement.** The Parties shall execute and record an amended easement agreement (“Amended Easement Agreement”), which shall effectively amend the existing Easement Agreement, governing the Parties respective use, rights, privileges, obligations, and restrictions under the Pulte Common Access Easement Agreement (“Original Easement Agreement”) as defined within the Original Easement Agreement. The Amended Easement Agreement shall be executed and recorded within thirty (30) days of the Parties’ complete execution of this Agreement. The to-be executed and to-be recorded Amended Easement Agreement shall clearly provide that Hibberd Lane and Grist Mill Lane, may be used by the general public. The Amended Easement Agreement is attached hereto and incorporated herein, marked as *Exhibit “C”*. The Amended Easement Agreement will supplement, clarify, and where inconsistent, prevail over the Original Easement Agreement, as pertaining to the rights, duties, and understandings as to Applebrook and the Township only, with respect to the use of Hibberd Lane and Grist Mill Lane. The Amended Easement Agreement shall replace and supersede language of the Original Easement Agreement as to certain uses, rights, privileges, obligations, and restrictions existing under the Original Easement Agreement, as by and between Applebrook and the Township only, so as to clarify and/or eliminate any uncertainties and/or ambiguities that may exist within the Original Easement Agreement. All other terms of the Original Easement Agreement that do not conflict with the Amended Easement Agreement in any way, as well as the aforesaid Maintenance Agreement, and the terms of this Agreement, shall remain in full force and effect.

4. **Use of Hibberd Lane & Grist Mill Lane.** The Township shall in no way inform or otherwise encourage any individual or entity to utilize Hibberd Lane and Grist Mill Lane for cut-through traffic, except under the following circumstances: medical, police or fire emergencies and/or evacuations. Cut-through traffic is generally defined as vehicular traffic passing through the residential area without stopping or without at least an origin or destination within that residential area.

5. **Ownership and Maintenance of Hibberd & Grist Mill Lanes.** The Township shall own and be responsible for the maintenance and repair of Hibberd Lane from Paoli Pike to the west side of the Ridley Creek Bridge, excluding the Ridley Creek Bridge (as well as any and all related supports, pillars, and/or equipment and infrastructure) (hereinafter, “Ridley Creek Bridge”), and shall also own and be responsible for the maintenance and repair of Hibberd Lane from East Boot Road to the Preserve at Applebrook property line (“Township-Maintained Portion of Hibberd Lane”). The Township-Maintained Portion of Hibberd Lane specifically includes paving, pothole repair, curbing, mowing, and landscaping (including all costs associated therewith) located within that defined, identified area, for which the Township will own and be responsible for maintenance and repair. The Township-Maintained Portion of Hibberd Lane specifically excludes under and aboveground utilities, telephone and/or utility poles, stormwater drains, basins, and any related infrastructure, as well as street lighting, including all costs associated therewith, located within that defined, identified area for which the Township will own and be responsible for maintenance and repair. Further excluded from Township ownership, maintenance, and/or repair duties, obligations, and responsibilities are all such things of any nature, kind, structure, utility or related equipment not expressly included, listed or contemplated herein.

Included within the Township's ownership, maintenance, and repair obligations for the Township-Maintained Portion of Hibberd Lane are the obligations associated with snow removal. The Township shall be responsible for salting, cindering, brining, plowing and/or removal of snow and/or ice from the Township-Maintained Portion of Hibberd Lane ("Snow Removal Obligations"). The Township shall fulfill its Snow Removal Obligations for the Township-Maintained Portion of Hibberd Lane with the same urgency, efforts, and materials it exercises with regard to the removal of snow and/or ice on other Township-owned roadways within East Goshen Township.

Should disputes arise by or between Applebrook and the Township regarding the ownership, maintenance, and/or repair of the Township-Maintained Portion of Hibberd Lane, the Parties shall collectively and cooperatively appoint a civil engineer to serve as a neutral arbitrator. If a neutral arbitrator cannot be agreed upon by the Parties, one shall be appointed through the American Arbitration Association. The costs and expenses incident to arbitration shall be borne equally by the Parties, and shall be payable within thirty (30) days of the transmittal of the arbitrator's invoice(s). The arbitrator's decision shall be deemed final and shall be binding upon the Parties.

Applebrook shall remain responsible for the maintenance and repair of Hibberd Lane from the Ridley Creek Bridge, including the Ridley Creek Bridge (including any and all related supports, pillars, and/or equipment and infrastructure) to Hibberd Lane's intersection with Township / Preserve at Applebrook property boundary ("Applebrook-Maintained Portion of Hibberd Lane") for which Applebrook was responsible (pursuant to the Cost Sharing Agreement or otherwise) prior to the execution of this Agreement. In addition, Applebrook shall remain responsible for the maintenance and repair of stormwater drains, basins, and any related infrastructure, and street lighting located on and within the Township-Maintained Portion of Hibberd Lane, for which Applebrook was responsible (pursuant to the Cost Sharing Agreement or otherwise) prior to the execution of this Agreement.

Further included in Applebrook maintenance and/or repair duties, obligations, and responsibilities for Hibberd Lane and Grist Mill Lane are all such things not expressly included, listed or contemplated herein, applying to both the Township-Maintained Portion of Hibberd Lane, as well as the Applebrook-Portion of Hibberd Lane, as applicable, pursuant to the Cost Sharing Agreement.

Applebrook shall be solely responsible for the maintenance and repair of Grist Mill Lane, in its entirety, to the extent that Applebrook was responsible for such (pursuant to the Cost Sharing Agreement or otherwise) prior to the execution of this Agreement.

This Agreement shall not confer any additional maintenance responsibilities upon Applebrook above and beyond what Applebrook was already responsible for (pursuant to the Cost Sharing Agreement or otherwise) prior to the execution of this Agreement.

This Agreement shall not alter, change, supersede, supplement or remove any terms, conditions, duties, responsibilities, promises or covenants of the existing Cost Sharing Agreement between Applebrook (as the permitted assignee of Pulte Homes of PA, Limited Partnership, an original signatory to the Cost Sharing Agreement, having been assigned to and accepted by

Applebrook) and the Brandywine Operating Partnership, L.P. (including its successors and assigns), dated August 17, 2005.

The Township's and Applebrook's ownership, maintenance, and repair obligations, as defined herein, and more fully set forth in the Parties' Maintenance Agreement, attached hereto and incorporated herein, marked as Exhibit "D", shall exist in perpetuity, beginning thirty (30) days after the Parties' complete execution of this Agreement.

6. **Mutual Release.** Applebrook, its residents, agents, consultants, staff, former and current elected officers, employees, representatives, administrators, staff, predecessors, successors, partners, attorneys, heirs, assigns, insurers, affiliated corporations, and/or partnerships (hereinafter, "Applebrook and Related Persons"), do hereby remise, release and forever discharge the Township, including its agents, consultants, staff, former and current elected officers, employees, representatives, administrators, staff, predecessors, successors, partners, attorneys, heirs, assigns, insurers, affiliated companies, corporations, and/or partnerships (hereinafter, "Township and Related Persons") from all actions, causes of action, lawsuits, debts, dues, accounts, losses, fees, costs, bonds, covenants, contracts, agreements, judgments, claims, and demands whatsoever, in law and in equity, presently known or unknown, matured or un-matured, including any and all monetary, injunctive, and/or declaratory relief, as well as any and all claims for reimbursement of attorneys' fees, costs, and expenses, which Applebrook and Related Persons ever had against the Township and Related Persons, or now have, or which they hereinafter can, shall or may have, for or by reason of any cause, matter or thing whatsoever, arising from or in any manner related to, any or all claims set forth or which could have been set forth in the Civil Action.

Applebrook must provide the Township with such organizational documents of the Association, as is necessary, to evidence that the individual signing this Agreement on behalf of Applebrook is authorized to bind all unit owners of the Applebrook residential community, to all conditions, terms, obligations, and purposes of this Agreement.

The Township, including its agents, consultants, staff, former and current elected officers, employees, representatives, administrators, staff, predecessors, successors, partners, attorneys, heirs, assigns, insurers, affiliated companies, corporations, and/or partnerships (hereinafter, "Township and Related Persons"), do hereby remise, release and forever discharge Applebrook, its residents, agents, consultants, staff, former and current elected officers, employees, representatives, administrators, staff, predecessors, successors, partners, attorneys, heirs, assigns, insurers, affiliated corporations, and/or partnerships (hereinafter, "Applebrook and Related Persons") from all actions, causes of action, lawsuits, debts, dues, accounts, losses, fees, costs, bonds, covenants, contracts, agreements, judgments, claims, and demands whatsoever, in law and in equity, presently known or unknown, matured or un-matured, including any and all monetary, injunctive, and/or declaratory relief, as well as any and all claims for reimbursement of attorneys' fees, costs, and expenses, which the Township and Related Persons ever had against Applebrook and Related Persons, or now have, or which they hereinafter can, shall or may have, for or by reason of any cause, matter or thing whatsoever, arising from or in any manner related to, any or all claims set forth or which could have been set forth in the Civil Action.



7. **No Admission of Liability.** This Agreement shall not be construed as an admission of liability by any of the Parties of any wrongdoing or liability. This Agreement is entered into as a compromise to avoid the time, expense, and associated uncertainties of litigation.

8. **Withdrawal of Civil Action.** Within five (5) business days of the date of this Agreement (as first above written), which Agreement shall be executed contemporaneously with the Maintenance Agreement and Amended Easement Agreement, Applebrook shall file the requisite praecipe with the Chester County Court of Common Pleas for the withdrawal and discontinuance of its Civil Action, with prejudice.

9. **Invalidity of Particular Provisions.** If any term or provision of this Agreement is declared illegal, invalid, unenforceable, or void, the remaining terms and provisions of this Agreement shall not be affected thereby, and shall remain effective and enforceable, unless deletion of such term would deprive any Party of the benefit of the bargain of this Agreement or make the Agreement moot or unenforceable.

10. **Time of the Essence.** Time is of the essence in this Agreement.

11. **Entire Agreement.** This Agreement and the Exhibits attached hereto and incorporated herein, embody the entire agreement and understanding of the Parties with respect to the subject matter contained herein. No restrictions, promises, representations, warranties, covenants, or undertaking exist other than those expressly set forth or referred to herein. This Agreement may be amended, modified, or supplemented only by written agreement of all Parties.

12. **Additional Representations.** Each Party hereto further warrants, represents, and acknowledges to the other Parties hereto that:

- a. each has read and fully understands the terms of this Agreement and agrees to be legally bound by it to the extent that the other Parties perform;
- b. each has executed this Agreement with full knowledge of any and all rights which it/they may have;
- c. each has a present intent to perform the conditions, terms, obligations, and purposes of the Agreement, fully recognizing that the other Parties are specifically relying upon that intent in entering into this Agreement;
- d. the consideration received by each Party for this Agreement is fair, reasonable, sufficient, just and adequate, and constitutes lawful consideration supporting the execution of this Agreement;
- e. each Party has entered into this Agreement based solely and exclusively upon its and/or its counsel's analysis of the facts and/or information of which it and/or its counsel is independently aware,

and not based upon or in reliance upon any statements and/or representations of any other Party (except to the extent such statements and/or representations are fully and expressly set forth herein); and

- f. All individuals executing this Agreement on behalf of a Party have full power and authority to enter into this Agreement, and to bind that Party without the consent, approval or joinder of any other person or party.

13. **Joint Preparation.** This Agreement is to be deemed to have been prepared jointly by the Parties. Any uncertainty or ambiguity existing herein shall not be interpreted against any Party hereto.

14. **Successors and Assigns.** This Agreement shall be binding upon each of the Parties, their successors and assigns, any related entities, and anyone claiming by or under the Parties.

15. **Further Actions.** The Parties hereto agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the conditions, terms, obligations, and purposes of this Agreement.

16. **Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any action relating to this Agreement shall be filed in the Court of Common Pleas in and for Chester County, Pennsylvania.

17. **Counterparts and Signatures.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same document. Copies and facsimile copies of signature pages of this Agreement shall have the same binding and legal affect as an original signature page.

18. **Headings.** All paragraph headings are for the convenience of the Parties only, and are not to be construed as a substantive part of this Agreement.

[ THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK ]

**IN WITNESS WHEREOF**, the Parties have set their hand and seal, or caused their duly authorized representative to set his/her hand and seal to this Agreement, effective as of the date first above written.

**PRESERVE AT APPLEBROOK,  
A CONDOMINIUM**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ *(seal)*

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

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

**TOWNSHIP OF EAST GOSHEN**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ *(seal)*

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

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

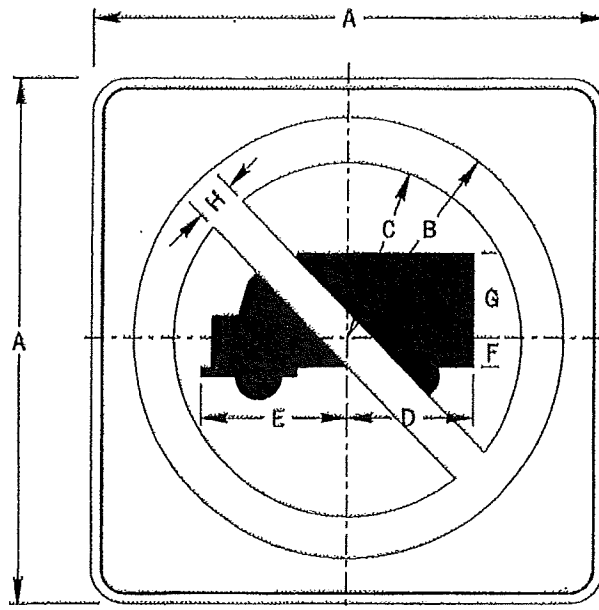
# **Exhibit “A”**

# R5-2

## NO TRUCK SIGN

(a) Justification. The No Truck Sign (R5-2) shall be authorized for use to prohibit trucks, except that such vehicles may be operated thereon for the purpose of delivering or picking up materials or merchandise. When local truck deliveries are permitted, the Except Local Deliveries Sign (R5-2-3) shall be mounted beneath the R5-2 sign.

(b) Size. The standard size of the R5-2 sign shall be 24" x 24".



DIMENSIONS - IN										
SIGN SIZE A x A	B	C	D	E	F	G	H	MAR- GIN	BOR- DER	BLANK STD.
24" x 24"	10.5	8.5	6.5	7.5	1.8	4.3	2	0.4	0.6	B3-24
30" x 30"	13.2	10.6	8.1	9.4	4.7	5.3	2.6	0.4	0.8	B3-30
36" x 36"	15.8	12.8	9.8	11.3	5.6	6.4	3	0.6	1	B3-36
48" x 48"	21	17	13	15	7.5	8.5	4	0.8	1.2	B3-48

COLOR:

SYMBOL AND BORDER:  
BLACK (NON-REFLECTORIZED)

CIRCLE AND SLASH:  
RED (REFLECTORIZED)

BACKGROUND:  
WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

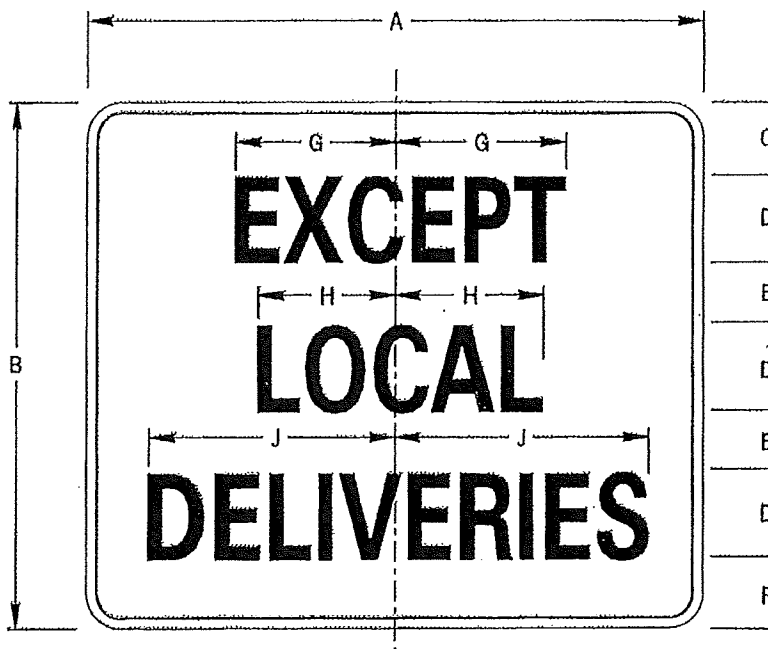
By : Alan C. Rowe Date : 02-29-12  
Chief, Traffic Engineering and Permits Section  
Bureau of Maintenance and Operations

# R5-2-3

## EXCEPT LOCAL DELIVERIES SIGN

The Except Local Deliveries Sign (R5-2-3) may be used below the No Trucks Sign (R5-2), Weight Limit ( ) Tons Sign (R12-1), and the Except Combinations ( ) Tons Sign (R12-5A) when kinds or classes of vehicles are prohibited except for local deliveries. Local deliveries are defined as deliveries going to or from a residence, commercial establishment, or farm located on a posted highway or which can be reached only via a posted highway. The R5-2-3 sign shall not, however, be used when a bridge or other structure is not capable of supporting the legal weight limit. The term "RESIDENTIAL" may be substituted for "LOCAL" if there is a commercial development in the area and satisfactory alternate access roadways exist for the commercial development.

When used the R5-2-3 sign shall be mounted below the R5-2, R12-1, or R12-5A sign. The R5-2-3 sign shall be the same width as the sign it supplements.



DIMENSIONS - IN										
SIGN SIZE A x B	C	D	E	F	G	H	J	MAR- GIN	BOR- DER	BLANK STD.
24" x 18"	2.5	3C	2	2.5	6.1	5.1	9.3	0.4	0.4	B5-2418
36" x 30"	4.1	5C	3.4	4.1	10.1	8.4	15.4	0.6	0.6	B5-3630
48" x 36"	5	6C	4	5	12.1	10.2	18.5	0.6	0.8	B5-4836

COLOR:

LEGEND AND BORDER:  
BLACK (NON-REFLECTORIZED)

BACKGROUND:  
WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : *Alan C. Rome* Date : 02-29-12  
Chief, Traffic Engineering and Permits Section  
Bureau of Maintenance and Operations

# **Exhibit “B”**



THE  
**PRESERVE**  
*at*  
*Applebrook*  
PRIVATE COMMUNITY



**Exhibit “C” – Placeholder  
Amended Easement Agmt.**

**Placeholder for  
Amended Easement  
Agreement**

**Exhibit “D” – Placeholder  
Maintenance Agreement**

**Placeholder for**  
**Maintenance**  
**Agreement**

451051 (2)

Prepared By / Return To:

James D. Doyle, Esquire  
Landis & Setzler, P.C.  
310 North High Street  
West Chester, Pennsylvania 19380

Ryan M. Jennings, Esquire  
Buckley, Brion, McGuire & Morris LLP  
118 West Market Street, Suite 300  
West Chester, PA 19382

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is made and entered on this \_\_\_\_ day of September, 2017 among PRESERVE AT APPLEBROOK, A CONDOMINIUM ("APPLEBROOK") and TOWNSHIP OF EAST GOSHEN ("TOWNSHIP") (each a "Party" and collectively, the "Parties").

**Background**

**WHEREAS**, Applebrook is a Pennsylvania Condominium Association, situate at Hibberd and Grist Mill Lanes, East Goshen Township, Chester County, Pennsylvania, with a business address of P.O. Box 1605, West Chester, Chester County, Pennsylvania;

**WHEREAS**, Township is a Second Class Township, organized in the Commonwealth of Pennsylvania, located at 1580 Paoli Pike, West Chester, Pennsylvania 19380;

**WHEREAS**, Applebrook Associates, L.P. is a Pennsylvania limited partnership, having a business address c/o Applebrook Golf Club, located at 100 Line Road, Malvern, Pennsylvania 19355 ("Applebrook Golf Club");

**WHEREAS**, Foundation of the Chester County Chamber is a Pennsylvania non-profit corporation, having a business address of 1600 Paoli Pike, Malvern, Pennsylvania 19355 ("Chamber");

**WHEREAS**, 1700 Paoli Pike, LLC is a Pennsylvania limited partnership, having a business address of Two Bala Plaza, Suite 600, Bala Cynwyd, Pennsylvania 19004 ("1700"), and having succeeded to the rights of Brandywine Operating Partnership, L.P.;

**WHEREAS**, the Township, Applebrook Golf Club, Chamber, and 1700 are parties to an Easement Agreement, dated June 20, 2006 ("Easement Agreement");

**WHEREAS**, Applebrook is also a party to the Easement Agreement as the permitted assignee of Pulte Homes of PA, Limited Partnership ("Pulte"), who was an original signatory to

the Easement Agreement. All rights and obligations of Pulte under the Easement Agreement have been assigned to and accepted by Applebrook;

**WHEREAS**, the Easement Agreement sets forth respective rights, privileges, obligations, and restrictions of the parties thereto in certain access, utility, and stormwater management easements granted by and to the various parties, pursuant to the Easement Agreement;

**WHEREAS**, certain disputes have arisen between the Parties related to Applebrook's, the Township's, and the general public's rights, privileges, obligations, and restrictions under the Easement Agreement, specifically involving certain rights of access and use involving Hibberd Lane and Grist Mill Lane;

**WHEREAS**, the aforementioned disputes resulted in Applebrook's filing of suit in equity with the Chester County Court of Common Pleas (Docket No.: 2016 – 03520 – IR) against the Township, Applebrook Golf Club, the Chamber, and 1700, ultimately comprised of a declaratory judgment action, breach of contract claim, and mandamus action ("Civil Action").

**WHEREAS**, the Parties hereto desire to now amicably resolve Applebrook's Civil Action through settlement, through terms and conditions deemed acceptable to the Parties, as set forth in the Parties' Settlement & Release Agreement, dated September [REDACTED], 2017, which is incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in the Parties' Settlement & Release Agreement, as well as other good and valuable consideration, as set forth herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties further agree as follows:

1. **Incorporation of the Background.** The Background of the instant Agreement is incorporated herein by reference as if set forth herein at length.

2. **Hibberd and Grist Mill Lanes.** Hibberd Lane and Grist Mill Lane are and shall remain private streets, which are each subject to public usage, such as vehicular, pedestrian, bicycle and other general forms of travel and recreation, pursuant to the Parties' Settlement & Release Agreement, as well as the Parties' Amended Easement Agreement, as such are further defined and incorporated herein.

3. **Signage.** Within sixty (60) days of the full execution of this Agreement, the Township shall erect and perpetually maintain vehicular-related signage on Hibberd Lane. Specifically, the Township shall erect and maintain two (2) "No Truck Traffic, Except Local Deliveries" signs ("Truck Signage") at two separate locations, namely: (i) on Hibberd Lane, coming off of East Boot Road, prior to its intersection with Grist Mill Lane, approximately thirty (30) feet from the Preserve at Applebrook and Township boundary line, on the side of roadway located closer to East Boot Road; and (ii) on Hibberd Lane, coming off of Paoli Pike, approximately fifty (50) feet before the Ridley Creek Bridge, along the northern portion of Hibberd Lane. The Truck Signage shall be comprised of the R5-2 (no truck) sign and the R5-2-3 (except local deliveries) sign, as depicted in Exhibit "A", attached hereto and incorporated herein.

The Township shall be responsible for the ordering (including payment thereof), installation, and maintenance of the Truck Signage. Any and all replacement Truck Signage shall be identical or as near-identical in size, color, text, and location, to the initial signage described and incorporated herein. The Truck Signage shall remain in perpetuity, unless otherwise decided by Applebrook, at which time Applebrook shall request that the Township remove the Truck Signage. Upon request, the Township shall forthwith remove the Truck Signage and bear all costs associated with the same. Once said Truck Signage is removed at the request of Applebrook, if ever, no subsequent signage associated with the Settlement & Release Agreement, Amended Easement Agreement, the Civil Action and/or this Maintenance Agreement shall be permitted or otherwise erected.

The Township shall permit Applebrook, should it so choose, to erect a stone pillar identifying “The Preserve at Applebrook – Private Community”, identical or as near-identical in size, color, and text, to that which currently exists near the entrance of Applebrook off of East Boot Road, as depicted in the photograph attached hereto and incorporated herein, marked as Exhibit “B” (“Stone Pillar”). Despite the permitted placement of the Stone Pillar on real property owned by the Township, Applebrook shall be solely and perpetually responsible for the ordering (including payment thereof), installation, insurance, electricity, repair, replacement, and maintenance of the stone pillar. Should Applebrook so choose, the Stone Pillar may be illuminated with only a small spotlight identical or as near-identical in size, color, and brightness to that which is currently used to illuminate the existing stone pillar (located near the entrance of Applebrook off of East Boot Road), as depicted in Exhibit “B”. The Stone Pillar may be placed alongside Hibberd Lane, coming off of Paoli Pike, approximately fifty (50) feet before the Ridley Creek Bridge, along the southern portion of Hibberd Lane (and located approximately across the street from the aforementioned truck-related signage). Any and all subsequent replacement Stone Pillar shall be identical or as near-identical in size, color, text, and location, to the initial Stone Pillar described and depicted herein. Township shall have no maintenance, insurance, financial, repair, replacement, and/or removal obligations, duties or responsibilities with regard to the Stone Pillar.

4. **Parties’ Ownership, Maintenance, and/or Repair Duties, Obligations, and Responsibilities.**

The Township, at its sole cost and expense, shall own and be responsible for the maintenance and repair of Hibberd Lane from Paoli Pike to the west side of the Ridley Creek Bridge, excluding the Ridley Creek Bridge (as well as any and all related supports, pillars, and/or equipment and infrastructure) (hereinafter, “Ridley Creek Bridge”), and own and be responsible for the maintenance and repair of Hibberd Lane from East Boot Road to the Preserve at Applebrook property line (collectively, “Township-Maintained Portion of Hibberd Lane”). These ownership, maintenance, and repair duties, obligations, and responsibilities serve as consideration to Applebrook in the settlement of the Civil Action. The Township-Maintained Portion of Hibberd Lane specifically includes paving, pothole repair, curbing, mowing, landscaping (including all costs associated therewith) located within that defined, identified area, for which the Township will be responsible for maintenance and repair. The Township-Maintained Portion of Hibberd Lane specifically excludes under and aboveground utilities, telephone and/or utility poles, stormwater drains, basins and any related infrastructure, as well as street lighting, including all costs associated therewith, located within that defined, identified area for which the Township will own and be responsible for maintenance and repair. Further excluded from Township ownership,

maintenance, and/or repair duties, obligations, and responsibilities are all such things not expressly included, listed or contemplated herein.

Included within the Township's ownership, maintenance, and repair obligations for the Township-Maintained Portion of Hibberd Lane are the obligations associated with snow removal. The Township shall be responsible for salting, cindering, brining, plowing and/or removal of snow and/or ice from the Township-Maintained Portion of Hibberd Lane ("Snow Removal Obligations"). The Township shall fulfill its Snow Removal Obligations for the Township-Maintained Portion of Hibberd Lane with the same urgency, efforts, and materials it exercises with regard to the removal of snow and/or ice on other Township-owned roadways within East Goshen Township.

Applebrook shall remain responsible for the maintenance and repair of Hibberd Lane from the Ridley Creek Bridge, including the Ridley Creek Bridge (including any and all related supports, pillars, and/or equipment and infrastructure) to Hibberd Lane's intersection with Township / Preserve at Applebrook property boundary ("Applebrook-Maintained Portion of Hibberd Lane") for which Applebrook was responsible (pursuant to the Cost Sharing Agreement or otherwise) prior to the execution of this Agreement. In addition, Applebrook shall remain responsible for the maintenance and repair of stormwater drains, basins, and any related infrastructure, and street lighting located on and within the Township-Maintained Portion of Hibberd Lane, for which Applebrook was responsible (pursuant to the Cost Sharing Agreement or otherwise) prior to the execution of this Agreement.

Further included in Applebrook maintenance and/or repair duties, obligations, and responsibilities for Hibberd Lane and Grist Mill Lane are all such things not expressly included, listed or contemplated herein, applying to both the Township-Maintained Portion of Hibberd Lane, as well as the Applebrook-Portion of Hibberd Lane, as applicable, pursuant to the Cost Sharing Agreement.

Applebrook shall be solely responsible for the maintenance and repair of Grist Mill Lane, in its entirety, to the extent that Applebrook was responsible for such (pursuant to the Cost Sharing Agreement or otherwise) prior to the execution of this Agreement.

This Agreement shall not confer any additional maintenance responsibilities upon Applebrook above and beyond what Applebrook was already responsible for (pursuant to the Cost Sharing Agreement or otherwise) prior to the execution of this Agreement.

This Agreement shall not alter, change, supersede, supplement or remove any terms, conditions, duties, responsibilities, promises or covenants of the existing Cost Sharing Agreement between Applebrook (as the permitted assignee of Pulte Homes of PA, Limited Partnership, an original signatory to the Cost Sharing Agreement, having been assigned to and accepted by Applebrook) and the Brandywine Operating Partnership, L.P. (including its successors and assigns), dated August 17, 2005.

1. Duration of Ownership, Maintenance Duties, Obligations, and Responsibilities. The Township's and Applebrook's ownership, maintenance, and repair obligations, as expressly set forth herein, shall exist in perpetuity, beginning thirty



(30) days after the Parties' complete execution of this Agreement.

2. Ownership, Maintenance, and/or Repair Disputes. Should disputes arise by or between Applebrook and the Township regarding the ownership, maintenance, and/or repair of the Township-Maintained Portion of Hibberd Lane, as expressly and/or implicitly provided herein, the Parties shall collectively and cooperatively appoint a civil engineer to serve as a neutral arbitrator. If a neutral arbitrator cannot be agreed upon by the Parties, one shall be appointed through the American Arbitration Association. The costs and expenses incident to arbitration shall be borne equally by the Parties, and shall be payable within thirty (30) days of the transmittal of the arbitrator's invoice(s). The arbitrator's decision shall be deemed final, un-appealable, and binding upon the Parties.

5. No Admission of Liability. The maintenance-related conditions, duties, terms, obligations, responsibilities, and purposes of this Agreement are entered into as a compromise to avoid the time, expense, and associated uncertainties of litigation. This Agreement shall not be construed as an admission of liability by any of the Parties of any wrongdoing or liability beyond the express content set forth herein.

6. Severability / Invalidity of Particular Provisions. If any provision of this Agreement is declared illegal, invalid, unenforceable or void, the remaining provisions of this Agreement shall not be affected thereby, and shall remain effective and enforceable, unless deletion of such term would deprive any Party of the benefit of the bargain of this Agreement or make the Agreement moot or unenforceable.

7. Time of the Essence. Time is of the essence in this Agreement.

8. Entire Agreement. This Agreement and the Exhibits attached hereto and incorporated herein, embody the entire agreement and understanding of the Parties with respect to the maintenance-related subject matter contained herein. No restrictions, promises, representations, warranties, covenants, or undertakings exist other than those expressly set forth or referred to herein. This Agreement may be amended, modified, or supplemented only by written agreement of all Parties.

9. Notices and/or Requests. Any notice, request, or other communication given hereunder or pursuant hereto shall be in writing and shall be personally delivered (in which even such notice shall be deemed effective only upon such delivery), or sent by a nationally-recognized overnight delivery service (which provides a receipt of delivery), or delivered by mail, sent by registered or certified mail, postage prepaid, return receipt requested, to such Party at the addresses set forth immediately below:

If to Applebrook:      Preserve at Applebrook  
                                 c/o Shew Community Management  
                                 P.O. Box 1605  
                                 West Chester, PA 19380

With a copy to:        Landis & Setzler, P.C.  
                                 Attn: James D. Doyle, Esquire  
                                 310 North High Street  
                                 West Chester, Pennsylvania 19380

If to Township:        East Goshen Township  
                                 1580 Paoli Pike  
                                 West Chester, Pennsylvania 19380

With a copy to:        Buckley, Brion, McGuire & Morris LLP  
                                 Attn: Ryan M. Jennings, Esquire  
                                 118 W. Market Street, Suite 300  
                                 West Chester, Pennsylvania 19382

10.    **Additional Representations.** Each Party hereto further warrants, represents, and acknowledges to the other Parties hereto that:

- a.      each has read and fully understands the terms of this Agreement and agrees to be legally bound by it to the extent that the other Parties perform;
- b.      each has executed this Agreement with full knowledge of any and all rights which it may have;
- c.      each has a present intent to perform the conditions, duties, terms, obligations, and purposes of the Agreement, fully recognizing that the other Party is specifically relying upon that intent in entering into this Agreement;
- d.      the consideration received by each Party for this Agreement, including the Parties' Settlement & Release Agreement and Amended Easement Agreement, as incorporated herein, is fair, reasonable, sufficient, just and adequate, and constitutes lawful consideration supporting the execution of this Agreement;
- e.      each Party has entered into this Agreement based solely and exclusively upon its and its counsel's analysis of the facts and/or information of which it and its counsel is independently aware, and not based upon or in reliance upon any statements and/or representations of any other Party (except to the extent such statements and/or representations are fully and expressly set forth herein); and

- f. All individuals executing this Agreement on behalf of a Party have full power and authority to enter into this Agreement, and to bind that Party without the consent, approval or joinder of any other person or party.
- g. This Agreement shall be recorded with the Chester County Recorder of Deeds. All costs and fees associated with such recordation shall be paid in equal parts by the Parties hereto.
- h. No waiver by either Party of any breach or default on the part of the other Party of any terms, obligations, duties, responsibilities, covenant or conditions of this Agreement shall be deemed or construed to constitute a waiver of any subsequent, similar breach or default.

11. **Joint Preparation.** This Agreement is to be deemed to have been prepared jointly by the Parties. Any uncertainty or ambiguity existing herein shall not be interpreted against any Party hereto.

12. **Successors and Assigns.** This Agreement shall be binding upon each of the Parties, their successors and assigns, any related entities, and anyone claiming by or under the Parties.

13. **Further Actions.** The Parties hereto agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the conditions, terms, obligations, and purposes of this Agreement.

14. **Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any action relating to this Agreement shall be filed in the Court of Common Pleas in and for Chester County, Pennsylvania. In the event that any action is filed arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in such action from the other Party.

15. **Counterparts and Signatures.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same document. Copies and facsimile copies of signature pages of this Agreement shall have the same binding and legal affect as an original signature page.

16. **Headings.** All paragraph headings are for the convenience of the Parties only, and are not to be construed as a substantive part of this Agreement.

**IN WITNESS WHEREOF**, the Parties have set their hand and seal, or caused their duly authorized representative to set his/her hand and seal to this Agreement, effective as of the date first above written.

**PRESERVE AT APPLEBROOK,  
A CONDOMINIUM**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ *(seal)*

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

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

**TOWNSHIP OF EAST GOSHEN**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ *(seal)*

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

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

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CHESTER :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CHESTER :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

451049 (2)

Prepared By: / Return To:

Buckley, Brion, McGuire & Morris LLP  
118 West Market Street, Suite 300  
West Chester, PA 19382

Landis & Setzler, P.C.  
310 North High Street  
West Chester, Pennsylvania 19380

UPI NOS.: 53-4-89.1-E; 53-4-717;  
53-4-718; 53-4-719; and 53-4-720

### **AMENDED EASEMENT AGREEMENT**

THIS AMENDED EASEMENT AGREEMENT (the “Amended Easement Agreement”) is made and executed this \_\_\_\_ day of September, 2017, by and between the TOWNSHIP OF EAST GOSHEN, a Second Class Township, organized in the Commonwealth of Pennsylvania, having a business address of 1580 Paoli Pike, West Chester, PA 19380 (hereinafter referred to as the “Township”) and PRESERVE AT APPLEBROOK, A CONDOMINIUM, a Pennsylvania Condominium Association, situate at Hibberd and Grist Mill Lanes, East Goshen Township, Chester County, Pennsylvania, with a business address of P.O. Box 1605, West Chester, Chester County, Pennsylvania (hereinafter referred to as “Applebrook”) (with the Township and Applebrook collectively referred to herein as the “Parties”).

WITNESSETH:

WHEREAS, the original Easement Agreement (“Original Easement Agreement”), for which this Amended Easement Agreement is intended to and hereby amends, was made by and between the Township, Applebrook Associates, L.P., a Pennsylvania limited partnership, having

a business address of c/o Applebrook Golf Club, 100 Line Road, Malvern, Pennsylvania 19355 (hereinafter referred to as “Applebrook Golf Club”), Foundation of the Chester County Chamber, a Pennsylvania non-profit corporation, having a business address of 1600 Paoli Pike, Malvern Pennsylvania 19355 (hereinafter referred to as the “Chamber”), Brandywine Operating Partnership, L.P., a Delaware limited partnership, having a business address of c/o Brandywine Realty Trust, 401 Plymouth Road, Suite 500, Plymouth Meeting, Pennsylvania 19462 (hereinafter referred to as “1700”), and Pulte Homes of PA, Limited Partnership, a Michigan limited partnership, having a business address of 1100 Northbrook Drive, Suite 200, Trevoese, Pennsylvania 19053 (hereinafter referred to as “Pulte”);

WHEREAS, the Original Easement Agreement was recorded with the Chester County Recorder of Deeds on June 23, 2006, recorded at Book No.: 6878, Page No.: 2120.

WHEREAS, Applebrook is also a party to the Original Easement Agreement as the permitted assignee of Pulte, who was a signatory to the Original Easement Agreement. All rights and obligations of Pulte under the Original Easement Agreement have been assigned to and accepted by Applebrook;

WHEREAS, the Original Easement Agreement sets forth respective rights, privileges, obligations, and restrictions of the parties thereto in certain access, utility, and stormwater management easements granted by and to the various parties;

WHEREAS, the Parties intend to and hereby amend the Original Easement Agreement, through this Amended Easement Agreement, to clarify, correct, eliminate any uncertainties or ambiguities, and expressly identify the Parties’ respective uses, rights, privileges, obligations, and restrictions of the Original Easement Agreement regarding Hibberd Lane and Grist Mill Lane, as such uses, rights, privileges, obligations, and restrictions pertain to the Township, Applebrook, and the general public.

WHEREAS, the Parties intend to and hereby amend the Original Easement Agreement, through this Amended Easement Agreement, to supplement, clarify, and prevail over any uncertainties and/or ambiguities of the Original Easement Agreement, as it pertains to the Township’s, Applebrook’s, and general public’s uses, rights, privileges, obligations, and restrictions regarding the private roads known as Hibberd Lane and Grist Mill Lane.

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

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by referenced as if set forth in the body of this Amended Easement Agreement.

2. **Use of Hibberd Lane & Grist Mill Lane.** Hibberd Lane and Grist Mill Lane may be used by the general public for vehicular and pedestrian ingress, egress, and regress to and from Paoli Pike and East Boot Road. Such access and use of Hibberd and Grist Mill Lanes shall include vehicular, pedestrian, bicycle, and other general forms of travel and recreation.

The Township shall in no way inform, advertise, recommend or otherwise encourage any individual or entity to utilize Hibberd Lane and Grist Mill Lane for cut-through traffic, except under the following circumstances: medical, police or fire emergencies and/or evacuations. Cut-through traffic is generally defined as vehicular traffic passing through the residential area without stopping or without at least an origin or destination within the areas defined by the Original Easement Agreement and this Amended Easement Agreement. If a Pennsylvania Department of Transportation (“PennDOT”) or Township road detour demonstrably increases cut-through traffic on Hibberd Lane or Grist Mill Lane, Applebrook may, at that time, for the duration of the detour, take measures to calm and/or reduce the vehicular speed of cut-through traffic on Hibberd Lane and/or Grist Mill Lane, but may not, under any circumstance, altogether prohibit the use of Hibberd Lane or Grist Mill Lane by the general public for vehicular, pedestrian, bicycle, and other general forms of travel and recreation, nor may it knowingly impede the ingress and egress of emergency vehicles, including, but not limited to, those vehicles commonly associated with medical, police or fire emergencies and/or evacuations.

This paragraph (Paragraph 2 – Use of Hibberd Lane & Grist Mill Lane) is intended to clarify, eliminate, replace, and/or supersede any uncertainties and/or ambiguities that may exist within the Original Easement Agreement as to the general public’s rights and privileges regarding the use of Hibberd and Grist Mill Lanes. All other terms of the Original Easement Agreement that do not conflict with this Amended Easement Agreement shall remain in full force and effect.



3. **Original Easement Agreement Still In Effect.** All provisions, terms, and conditions of the Original Easement Agreement that do not conflict with, and which are not amended, superseded, supplemented, clarified, corrected or eliminated by this Amended Easement Agreement shall remain in full force and effect, and not be otherwise altered or affected by the execution of this Amended Easement Agreement by and between the Parties.

4. **Uncertainties and/or Ambiguities.** Any uncertainty and/or ambiguity existing herein shall not be interpreted against any individual party hereto.

5. **Successors and Assigns.** This Amended Easement Agreement shall be binding upon each of the Parties, their successors and assigns, any related entities, and anyone claiming by or under the Parties.

6. **Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any action relating to this Agreement shall be filed in the Court of Common Pleas in and for Chester County, Pennsylvania.

7. **Counterparts and Signatures.** This Amended Easement Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same document. Copies and facsimile copies of signature pages of this Amended Easement Agreement shall have the same binding and legal affect as an original signature page.

8. **Headings.** All paragraph headings are for the convenience of the Parties only, and are not to be construed as a substantive part of this Amended Easement Agreement.

[ THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK ]

**IN WITNESS WHEREOF**, the Parties have set their hand and seal, or caused their duly authorized representative to set his/her hand and seal to this Amended Easement Agreement, effective as of the date first above written.

**PRESERVE AT APPLEBROOK,  
A CONDOMINIUM**

\_\_\_\_\_

Witness

By: \_\_\_\_\_ *(seal)*

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

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

**TOWNSHIP OF EAST GOSHEN**

\_\_\_\_\_

Witness

By: \_\_\_\_\_ *(seal)*

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

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

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CHESTER :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA :  
 : ss  
COUNTY OF CHESTER :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

# Memo

## East Goshen Township

Date: September 11, 2017  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Penn DOT Master Agreement  
Attachment B

PennDOT will be soliciting bids in November for the repaving of North Chester Road. We have four sanitary sewer manholes in North Chester Road, which will need to be adjusted. It is more cost effective to have PennDOT adjust the manholes as part of their paving contract, then to have our Public Works Department perform the work.

While we have a Master Agreement to adjust manholes with PennDOT, we need to execute a Project Letter Agreement (Attachment B) for each project.

**Suggested Motion:** I move that we adopt Resolution 2016-168 authorizing the Chairman to execute Attachment B to Master Agreement with PennDOT.

RESOLUTION No. 2017-168

BE IT RESOLVED by authority of the Board of Supervisors of East Goshen Township, Chester County, and it is hereby resolved by authority of the same, that the Chairman of the Board of Supervisors of East Goshen Township be authorized and directed to sign the attached Agreement on its behalf and the Township Secretary be authorized and directed to attest the same.

ATTEST:

East Goshen Township  
Chester County, PA

\_\_\_\_\_  
Louis F. Smith, Jr.  
Township Secretary

\_\_\_\_\_  
E. Martin Shane  
Chairman

I, Louis F. Smith, Jr., Township Secretary to hereby certify that the foregoing is a true and correct copy of the resolution adopted by the East Goshen Township Board of Supervisors at a regular meeting held the 19<sup>th</sup> day of September, 2017.

Date: \_\_\_\_\_

\_\_\_\_\_  
Louis F. Smith, Jr.  
Township Secretary

(SEAL)

**ATTACHMENT B**  
**2014-2017 PROJECT LETTER AGREEMENT**  
**Incorporated Work**

This Project Letter Agreement, numbered **0601078-B** in COMMONWEALTH files, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the undersigned Parties pursuant to the terms and conditions of the Master Agreement for the adjustments of Incorporated Utility Facilities, bearing No. **0601078** in COMMONWEALTH'S files, dated **9/22/2015**, between the undersigned Parties in consideration of the mutual promises herein contained, and with intent to be legally bound hereby, agree that the COMMONWEALTH, in accordance with this Project Letter Agreement dated as above, will make adjustments to the Utility's castings to accommodate construction on State Route/Work Order No. **Group 6-17-CD7** in Chester County.

The estimated number of castings to be adjusted and the cost of each are shown on the attached listing. Casting adjustment costs are established by said Master Agreement, and are estimated to be a total cost of \$2,212.00. The Utility agrees to reimburse the COMMONWEALTH for this work in accordance with the Master Agreement. In the event the actual number of castings to be adjusted changes from the estimated number shown above, the Utility agrees to reimburse COMMONWEALTH for the actual number of adjusted castings based on the unit costs shown in the Master Agreement and Exhibit 1, incorporated herein and made a part hereof, to this Letter Agreement.

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and **East Goshen Township** shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as **Exhibit “2”** and made a part of this Agreement. As used in this Agreement, the term “Contractor” refers to **East Goshen Township**.

WHEREAS, all utility work performed pursuant to this Agreement must comply with the "Buy America" provisions in 23 U.S.C. §313 and 23 CFR Part 635.410.

All terms and conditions of said Master Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the COMMONWEALTH and the UTILITY have caused this Agreement to be duly executed, ensealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

**East Goshen Township**

by \_\_\_\_\_  
Signature Date

by \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*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 or Authority a resolution for signature authority must be attached.*

=====

Do not write below this line – for Commonwealth use only

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

by \_\_\_\_\_  
District Utility Manager Date

APPROVED AS TO LEGALITY  
AND FORM

PRELIMINARILY APPROVED

by \_\_\_\_\_  
Chief Counsel Date

by \_\_\_\_\_  
Assistant Counsel Date

Funds Commitment Document Number

\_\_\_\_\_  
Certified Funds Available under SAP  
Number \_\_\_\_\_  
SAP Cost Center \_\_\_\_\_  
GL Account \_\_\_\_\_  
Amount \_\_\_\_\_

\$ \_\_\_\_\_

SAP Vendor Number \_\_\_\_\_

Preapproved form:  
OGC No. 18-FA-52.1  
Appv'd OAG 04/16/2014

by \_\_\_\_\_  
Signature Date  
Comptroller



**ATTACHMENT B  
2014-2017  
Suburban**

S.R. Group-6-17-CD7

County: Chester

Utility: East Goshen Township

**EXHIBIT 1  
PROJECT LETTER AGREEMENT  
INCORPORATED WORK**

Hereinafter set forth is the listing of anticipated castings which are being incorporated herein by this Agreement.

<u>Number of Castings</u>	<u>Bid Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
	9999-9950	484.00	
	9999-9951	464.00	
4	9999-9952	553.00	\$2,212.00
	9999-9953	527.00	
	9999-9954	864.00	
	9999-9955	824.00	
	9999-9956	816.00	
	9999-9957	694.00	
	9999-9958	814.00	
	9999-9959	860.00	
	9999-9960	1,330.00	
	9999-9961	1,474.00	
	9999-9962	391.00	
	9999-9963	250.00	
	9999-9964	404.00	
	9999-9965	279.00	
	9999-9966	465.00	
	9999-9967	808.00	

## **Contract Provisions – Right to Know Law**

- 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.

# 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)

---

Date: 9/5/2017  
To: Board of Supervisors  
From: Mark Gordon, Township Zoning Officer *mlg*  
Re: 300 N. Chester Rd / Apartment for the Care of a relative/ SWM Agreement

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Dear Board Members,

The owners of 300 N. Chester Rd. have applied for a building permit to construct an addition to their home that will serve as an apartment for the care of a relative. The Apartment for the care of a relative is permitted as an accessory use per:

**§240-32. Accessory uses:**

C.

*Apartment for care of a relative.*

(1)

*See definition of "apartment for care of a relative" in § [240-6](#).*

(2)

*Apartment for care of a relative shall be restricted to occupancy by a "relative," as defined in § [240-6](#), of a permanent resident of the principal dwelling unit on the property. A maximum of two persons shall inhabit such apartment.*

(3)

*At least one resident of the apartment shall need care and supervision because of old age, disability, handicap, mental retardation/developmental disability or illness.*

(4)

*Such dwelling unit shall be designed and installed in such a way that it can easily be reconverted into part of the principal dwelling unit after such relative no longer lives within it. Once the unit is no longer occupied by the relative, the dwelling shall be reconverted into part of the principal dwelling unit or be completely removed, and any kitchen, including the sink, stove, disposal, dishwasher and refrigerator and all plumbing and electrical connections thereto, which have been installed shall be removed. **Prior to the use of such accessory apartment, the property owner shall execute an agreement on a form prepared by the Township which specifies the restrictions on the use of such accessory apartment and prohibits the property owner from renting the apartment to a nonrelative of the current property owner or future property owners.** Such agreement*

*shall be recorded in the Office of the Recorder of Deeds prior to the Zoning Officer issuing a use and occupancy permit for the accessory apartment.*

*[Amended 7-16-2002 by Ord. No. 129-O-02]*

(5)

*The occupants of the principal dwelling unit shall report any change in adults residing in such dwelling.*

(6)

*Once an apartment under this section is required to be removed or reconverted, there shall be no physical evidence visible from exterior lot lines that a separate apartment existed.*

(7)

*Such apartment shall not adversely affect the single-family residential exterior appearance of a dwelling.*

(8)

*Such apartment may have its own kitchen.*

The Addition to the home is approximately 1520 square feet and will have all the amenities of a residential dwelling as you can see by the floor plan provided.

The Giovi's have completed the agreement and provided plans for the "apartment for the care of a relative" which meets all the standards outlined in the ordinance. The Giovi's will be present on 9/19 to answer any questions the Board may have.

**Staff Recommendation:** This single story addition will easily convert into regular single family living space and will flow nicely with the existing home when it is no longer needed for the care of a relative. The addition has been placed on the lot so that it will not be seen from the street and therefor will not impact the single family home appearance of the property.

Staff has no objection to the Boards approval of this agreement.

**Draft Motion:**

Mr.Chairman, I move that we approve the "In Law suite agreement" and the "storm water management agreement" for the residential addition project planned for 300 N. Chester Rd. and authorize the chairman to sign the agreements.

**VENUE OF CONSTRUCTION**

CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER CONSTRUCTION, STABILIZATION AND  
 ENHANCE OF ALL EROSION AND SEDIMENTATION CONTROL AND RELATED ITEMS ON THE  
 3. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION CONTROLS MUST BE  
 MAINTAINED. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL CONTROLS AFTER  
 STORM EVENT AND ON A WEEKLY BASIS. THE CONTRACTOR IS ADVISED TO BECOME FAMILIAR  
 WITH THE PROVISIONS OF APPENDIX 64, EROSION CONTROL RULES AND REGULATIONS; TITLE 25,  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION; SUBPART C, PROTECTION OF NATURAL  
 RESOURCES, ARTICLE II, WATER RESOURCES; CHAPTER 102, EROSION CONTROL. SHOULD  
 EROSION CONDITIONS DEVELOP DURING CONSTRUCTION, THE CONTRACTOR SHALL  
 TAKE ACTION TO REMEDY SUCH CONDITIONS AND TO PREVENT DAMAGE TO ADJACENT PROPERTIES  
 RESULT OF INCREASED RUNOFF AND/OR SEDIMENT DISPLACEMENT. STOCKPILES OF  
 SOILS FOR USE AS CONTROL MEASURES SHALL BE HELD IN READINESS TO DEAL  
 IMMEDIATELY WITH EMERGENCY PROBLEMS OF EROSION.

ANTICIPATED START OF CONSTRUCTION: FALL 2017  
 ANTICIPATED COMPLETION OF CONSTRUCTION: WINTER 2018

CONTRACTOR SHALL PROCEED UPON RECEIPT OF PERMITS FROM EAST GOSHEN TOWNSHIP.  
 CONTRACTOR SHALL CONTACT UNDERGROUND UTILITIES AS PER ACT 187 AT LEAST 5 DAYS  
 PRIOR TO ANY EARTH MOVING OR CONSTRUCTION.  
 FIELD MARK ALL UTILITY SERVICE LINES AND LATERALS AND DISCONNECT OR PROTECT THE  
 LINES AND LATERALS AS NECESSARY.  
 INSTALL SILT FENCE AND CONSTRUCTION ENTRANCE (IF NEEDED) AS SHOWN ON THE PLAN.  
 TRAP AND STOCKPILE TOPSOIL IN THE AREA OF PROPOSED CONSTRUCTION.  
 THE OPERATOR SHALL REMOVE FROM THE SITE, RECYCLE OR DISPOSE OF ALL REMAINING  
 BUILDING MATERIALS AND WASTES IN ACCORDANCE WITH THE PADEP SOLID WASTE  
 MANAGEMENT REGULATIONS AT TITLE 25 PA CODE 2801 ET SEQ. 2711 ET SEQ. AND 2871 SEQ.  
 THE CONTRACTOR SHALL NOT ILLEGALLY BURY, DUMP, OR DISCHARGE ANY BUILDING  
 MATERIAL OR WASTES.  
 THE INFILTRATION TRENCH SHALL BE CONSTRUCTED AFTER THE CONSTRUCTION OF THE  
 BUILDING HAS BEEN COMPLETED AND THE CONTRIBUTORY AREAS STABILIZED. THE FINAL FINE  
 ASIN GRADING AND UNDERDRAIN MUST BE DONE AFTER THE UPSLOPE AREAS ARE  
 STABILIZED. ONCE THEY ARE STABILIZED, THE SILT THAT HAS ACCUMULATED IN THE BASIN  
 AREA SHOULD BE REMOVED AND SPREAD OUT ELSEWHERE ON THE SITE AND RE-SPREAD  
 (STABILIZED WITH PERMANENT STABILIZATION MEASURES).  
 SUFFICIENT GRADE THE AREA FOR THE PROPOSED BUILDING ADDITION.  
 INSTALL PROPOSED INFILTRATION TRENCH.  
 AFTER COMPLETION OF CONSTRUCTION, FINE GRADE AND STABILIZE ALL DISTURBED AREAS. IMMEDIATELY  
 STABILIZE DISTURBED AREAS WITH PERMANENT GROUND COVER AS OUTLINED ON THE PLANS.  
 INSTALL INFILTRATION TRENCH AS DIRECTED IN INFILTRATION TRENCH DETAIL.  
 ONCE DISTURBANCE IS COMPLETE, FINE GRADE AND SPREAD TOPSOIL IN DISTURBED AREA.  
 IMMEDIATELY STABILIZE THESE AREAS WITH PERMANENT GROUND COVER.  
 ONCE DISTURBED AREAS ARE STABILIZED, THE SEDIMENT BARRIERS AND OTHER EROSION  
 AND SEDIMENTATION CONTROL FEATURES MAY BE REMOVED. IMMEDIATELY STABILIZE ANY  
 AREAS THAT ARE DISTURBED DURING THIS PROCESS.  
 STABILIZATION SHOULD CONSIST OF A MINIMUM OF 70% GOOD VEGETATED COVER.

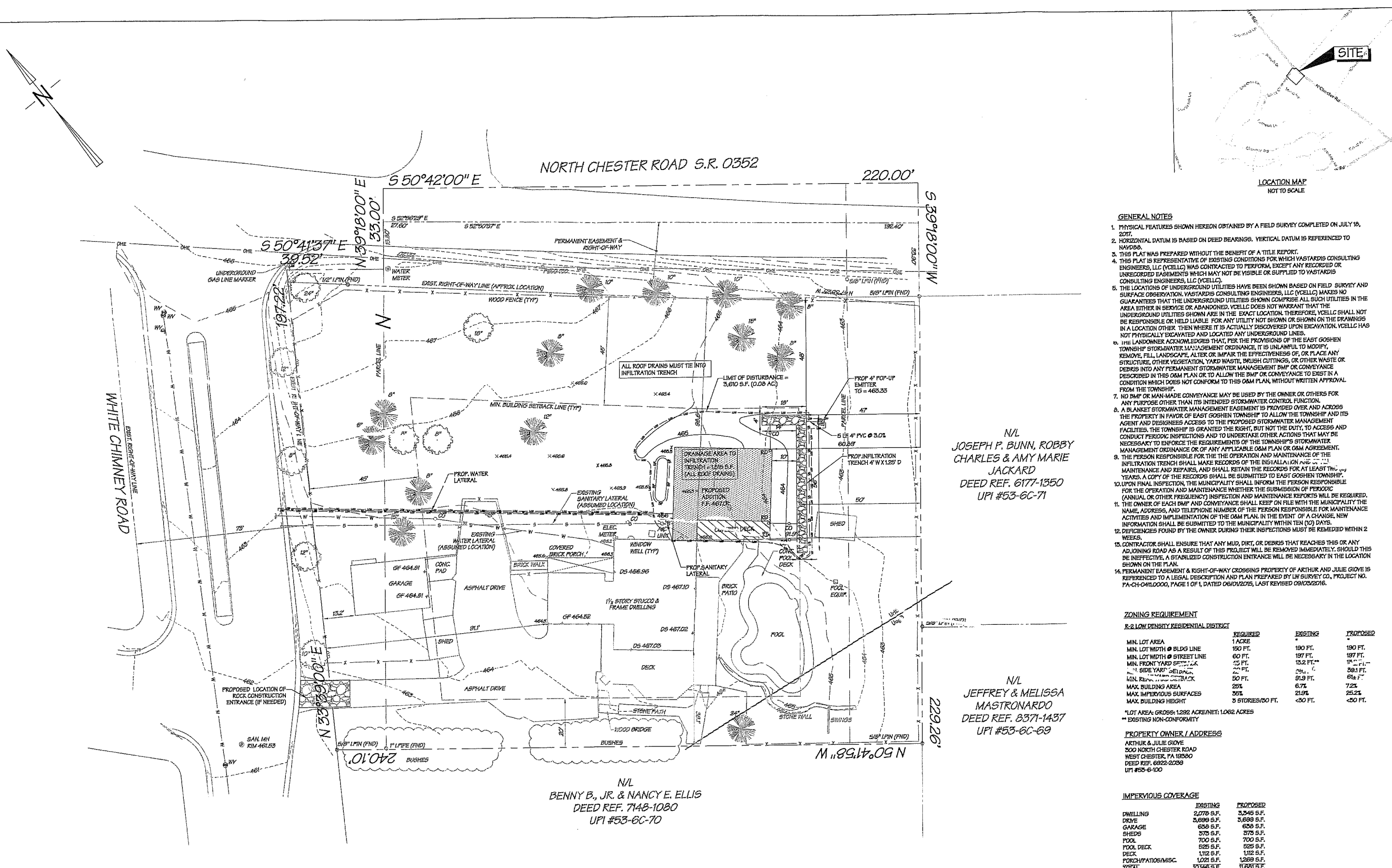
**LEGEND**

- 465 --- EXIST. 1'0" CONTOURS
- 464 --- EXIST. 2'0" CONTOURS
- 463 --- EXIST. BOUNDARY LINE
- 462 --- EXIST. RIGHT-OF-WAY
- 461 --- EXIST. BUILDING SETBACK LINE
- 460 --- EXIST. 0'6" HEAD ELECTRIC LINE
- X 465.9 EXIST. SPOT ELEVATION
- X DS 467.05 EXIST. DOOR SILL ELEVATION
- EXIST. IRON PIPE
- EXIST. WATER METER
- EXIST. WATER VALVE
- EXIST. SANITARY MANHOLE
- EXIST. CLEANOUT
- EXIST. UTILITY POLE
- EXIST. SANITARY SEWER
- EXIST. WATER LINE
- EXIST. TREE LINE
- CONIFEROUS TREE
- DECIDUOUS TREE
- SF --- PROPOSED SILT FENCE
- 465 --- PROPOSED CONTOUR
- LOD --- LIMIT OF DISTURBANCE
- S --- PROPOSED SANITARY LINE
- W --- PROPOSED WATER LINE
- W --- PROPOSED BUILDING



BEFORE YOU DO ANYWHERE IN PENNSYLVANIA CALL 1-800-262-7778  
 OR 610-444-3789 FOR MORE INFORMATION  
 IF YOU ARE A HOMEOWNER, PLEASE CONTACT US AT 1-800-262-7778  
 IF YOU ARE A BUSINESS, PLEASE CONTACT US AT 610-444-3789  
 NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, PLANT OR DEMOLISH

SEE REGULATORY AGENCIES FOR SPECIAL EROSION CONTROL REQUIREMENTS



- GENERAL NOTES**
- PHYSICAL FEATURES SHOWN HEREON OBTAINED BY A FIELD SURVEY COMPLETED ON JULY 19, 2017.
  - HORIZONTAL DATUM IS BASED ON DEED BEARINGS. VERTICAL DATUM IS REFERENCED TO NAVD83.
  - THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
  - THIS PLAN IS REPRESENTATIVE OF EXISTING CONDITIONS FOR WHICH VASTARDIS CONSULTING ENGINEERS, LLC (VCELLO) WAS CONTRACTED TO PERFORM, EXCEPT ANY RECORDED OR UNRECORDED EASEMENTS WHICH MAY NOT BE VISIBLE OR SUPPLIED TO VASTARDIS CONSULTING ENGINEERS, LLC (VCELLO).
  - THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. VCELLO DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION. THEREFORE, VCELLO SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY UTILITY NOT SHOWN OR SHOWN ON THE DRAWINGS IN A LOCATION OTHER THAN WHERE IT IS ACTUALLY DISCOVERED UPON EXCAVATION. VCELLO HAS NOT PHYSICALLY EXCAVATED AND LOCATED ANY UNDERGROUND LINES.
  - THE LANDOWNER ACKNOWLEDGES THAT, PER THE PROVISIONS OF THE EAST GOSHEN TOWNSHIP STORMWATER MANAGEMENT ORDINANCE, IT IS UNLAWFUL TO MODIFY, REMOVE, FILL, LANDSCAPE, ALTER OR IMPAIR THE EFFECTIVENESS OF, OR PLACE ANY STRUCTURE, OTHER VEGETATION, YARD WASTE, BRUSH CUTTINGS, OR OTHER WASTE OR DEBRIS INTO ANY PERMANENT STORMWATER MANAGEMENT BMP OR CONVEYANCE DESCRIBED IN THIS O&M PLAN OR TO ALLOW THE BMP OR CONVEYANCE TO EXIST IN A CONDITION WHICH DOES NOT CONFORM TO THIS O&M PLAN, WITHOUT WRITTEN APPROVAL FROM THE TOWNSHIP.
  - NO BMP OR MAN-MADE CONVEYANCE MAY BE USED BY THE OWNER OR OTHERS FOR ANY PURPOSE OTHER THAN ITS INTENDED STORMWATER CONTROL FUNCTION.
  - A PLANNED STORMWATER MANAGEMENT EASEMENT IS PROVIDED OVER AND ACROSS THE PROPERTY IN FAVOR OF EAST GOSHEN TOWNSHIP TO ALLOW THE TOWNSHIP AND ITS AGENT AND DESIGNEE ACCESS TO THE PROPOSED STORMWATER MANAGEMENT FACILITIES. THE TOWNSHIP IS GRANTED THE RIGHT, BUT NOT THE DUTY, TO ACCESS AND CONDUCT PERIODIC INSPECTIONS AND TO UNDERTAKE OTHER ACTIONS THAT MAY BE NECESSARY TO ENFORCE THE REQUIREMENTS OF THE TOWNSHIP'S STORMWATER MANAGEMENT ORDINANCE OR OF ANY APPLICABLE O&M PLAN OR O&M AGREEMENT.
  - THE PERSON RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE INFILTRATION TRENCH SHALL MAKE RECORDS OF THE INSTALLATION AND MAINTENANCE AND REPAIRS, AND SHALL RETAIN THE RECORDS FOR AT LEAST TEN (10) YEARS. A COPY OF THE RECORDS SHALL BE SUBMITTED TO EAST GOSHEN TOWNSHIP.
  - UPON FINAL INSPECTION, THE MUNICIPALITY SHALL INFORM THE PERSON RESPONSIBLE FOR THE OPERATION AND MAINTENANCE WHETHER THE SUBMISSION OF PERIODIC (ANNUAL OR OTHER FREQUENCY) INSPECTION AND MAINTENANCE REPORTS WILL BE REQUIRED.
  - THE OWNER OF EACH BMP AND CONVEYANCE SHALL KEEP ON FILE WITH THE MUNICIPALITY THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE PERSON RESPONSIBLE FOR MAINTENANCE INFORMATION AND MAINTENANCE WHETHER THE SUBMISSION OF PERIODIC (ANNUAL OR OTHER FREQUENCY) INSPECTION AND MAINTENANCE REPORTS WILL BE REQUIRED.
  - DEFICIENCIES FOUND BY THE OWNER DURING THEIR INSPECTIONS MUST BE REMEDIED WITHIN 2 WEEKS.
  - CONTRACTOR SHALL ENSURE THAT ANY MUD, DIRT, OR DEBRIS THAT REACHES THIS OR ANY ADJOINING ROAD AS A RESULT OF THIS PROJECT WILL BE REMOVED IMMEDIATELY. SHOULD THIS BE INEFFECTIVE, A STABILIZED CONSTRUCTION ENTRANCE WILL BE NECESSARY IN THE LOCATION SHOWN ON THE PLAN.
  - PERMANENT EASEMENT & RIGHT-OF-WAY CROSSING PROPERTY OF ARTHUR AND JULIE GIOVE IS REFERENCED TO A LEGAL DESCRIPTION AND PLAN PREPARED BY LW SURVEY CO., PROJECT NO. PA-01-0410000, PAGE 1 OF 1, DATED 06/01/2015, LAST REVISED 08/05/2016.

N/L  
 JOSEPH P. BUNN, ROBBY  
 CHARLES & AMY MARIE  
 JACKARD  
 DEED REF. 6177-1350  
 UPI #53-6C-71

N/L  
 JEFFREY & MELISSA  
 MASTRONARDO  
 DEED REF. 8371-1437  
 UPI #53-6C-69

N/L  
 BENNY B., JR. & NANCY E. ELLIS  
 DEED REF. 7148-1080  
 UPI #53-6C-70

**ZONING REQUIREMENT**

R-2 LOW DENSITY RESIDENTIAL DISTRICT

	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA	1 ACRE	190 FT.	190 FT.
MIN. LOT WIDTH @ STREET LINE	60 FT.	197 FT.	197 FT.
MIN. FRONT YARD SETBACK	25 FT.	13.2 FT.	15 FT.
MIN. SIDE YARD SETBACK	20 FT.	24 FT.	20 FT.
MIN. REAR YARD SETBACK	50 FT.	51.9 FT.	51.9 FT.
MAX. BUILDING AREA	25%	6.7%	7.2%
MAX. IMPERVIOUS SURFACES	55%	25.5%	25.2%
MAX. BUILDING HEIGHT	3 STORES/30 FT.	<30 FT.	<30 FT.

\* LOT AREA: GROSS: 1.292 ACRES; NET: 1.062 ACRES  
 \*\* EXISTING NON-CONFORMITY

**IMPERVIOUS COVERAGE**

	EXISTING	PROPOSED
DWELLING	2,078 S.F.	3,245 S.F.
DRIVE	3,698 S.F.	3,698 S.F.
GARAGE	600 S.F.	600 S.F.
SHEDS	370 S.F.	370 S.F.
POOL	700 S.F.	700 S.F.
POOL DECK	525 S.F.	525 S.F.
DECK	1,112 S.F.	1,112 S.F.
PORCH/PATIO/MSHC.	1,028 S.F.	1,289 S.F.
TOTAL	10,146 S.F.	11,881 S.F.

**SOIL TYPES:**

UWb - URBAN LAND, GLADSTONE COMPLEX  
 MISCELLANEOUS LAND TYPE CONSISTS OF AREAS IN WHICH THE NORMAL SOIL PROFILE HAS BEEN DESTROYED OR COVERED BY EARTHMOVING OPERATIONS. WELL-DRAINED TO MODERATELY WELL-DRAINED, 3 TO 6 FEET THICK LOCAL COLLUVIUM AND RESIDUUM WEATHERED FROM GRANITE AND GNEISS. GRAVELLY LOAM OR GRAVELLY CLAY LOAM MAKE UP THIS LAND TYPE. TEXTURE VARIES.

LIMITATIONS:  
 DEPTH TO SEASONAL HIGH WATER TABLE - 0'-6"  
 DEPTH TO BEDROCK - 5'-8"  
 ROAD SUBGRADE - VARIABLE  
 ROAD FILL - VARIABLE  
 TOPSOIL - VARIABLE  
 HYDROLOGIC SOIL CLASSIFICATION - A

UWg5 - URBAN LAND - UDORIENTS; SCHIST AND GNEISS COMPLEX 0-8% SLOPES  
 MISCELLANEOUS LAND TYPE WEATHERED PRIMARILY FROM MICA SCHIST OR GNEISS. WELL-DRAINED, 4-6 FEET THICK, COMPRISED OF SILTY CLAY LOAM. TEXTURE VARIES.

LIMITATIONS:

NUM.	DATE	REVISION



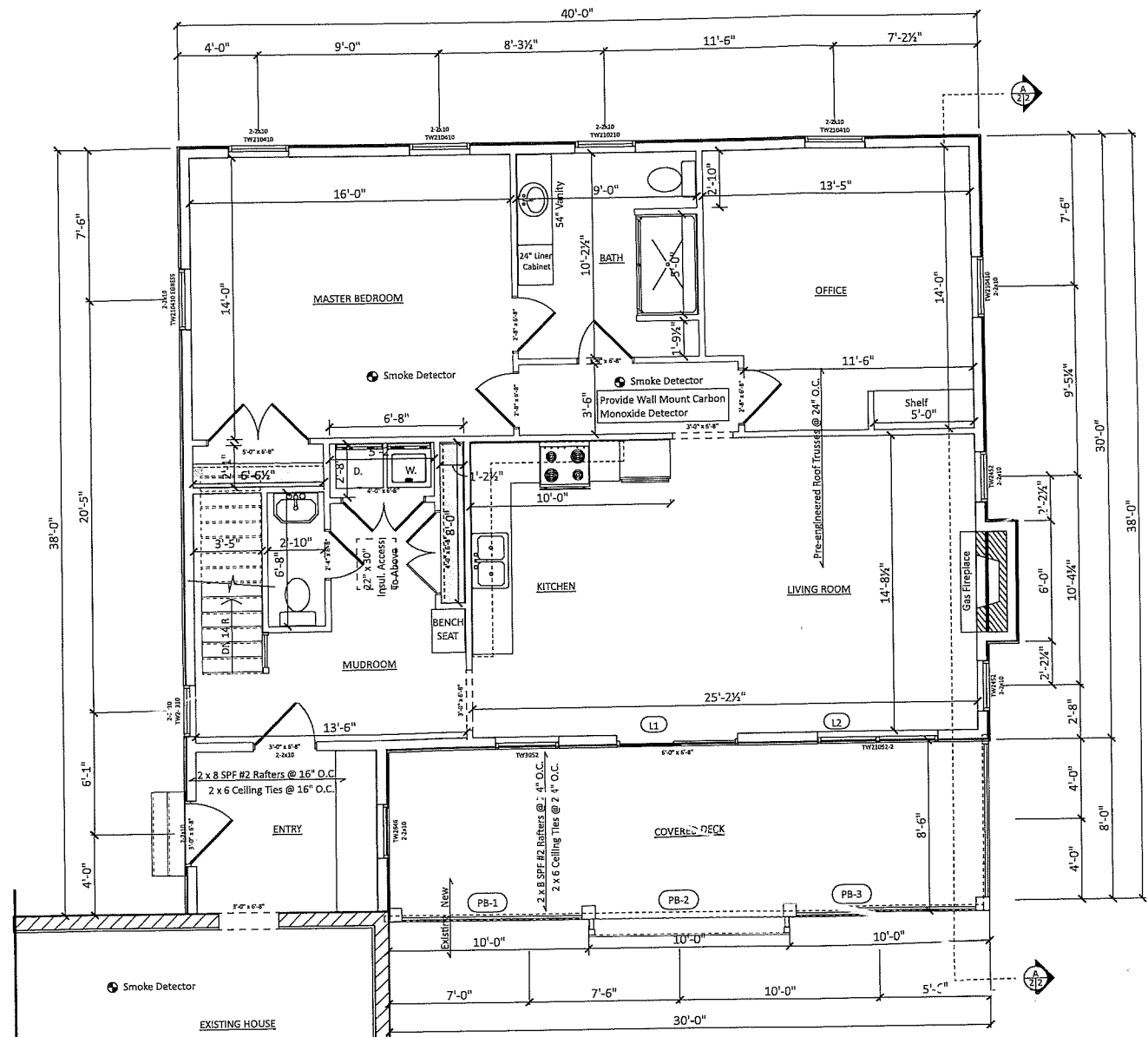
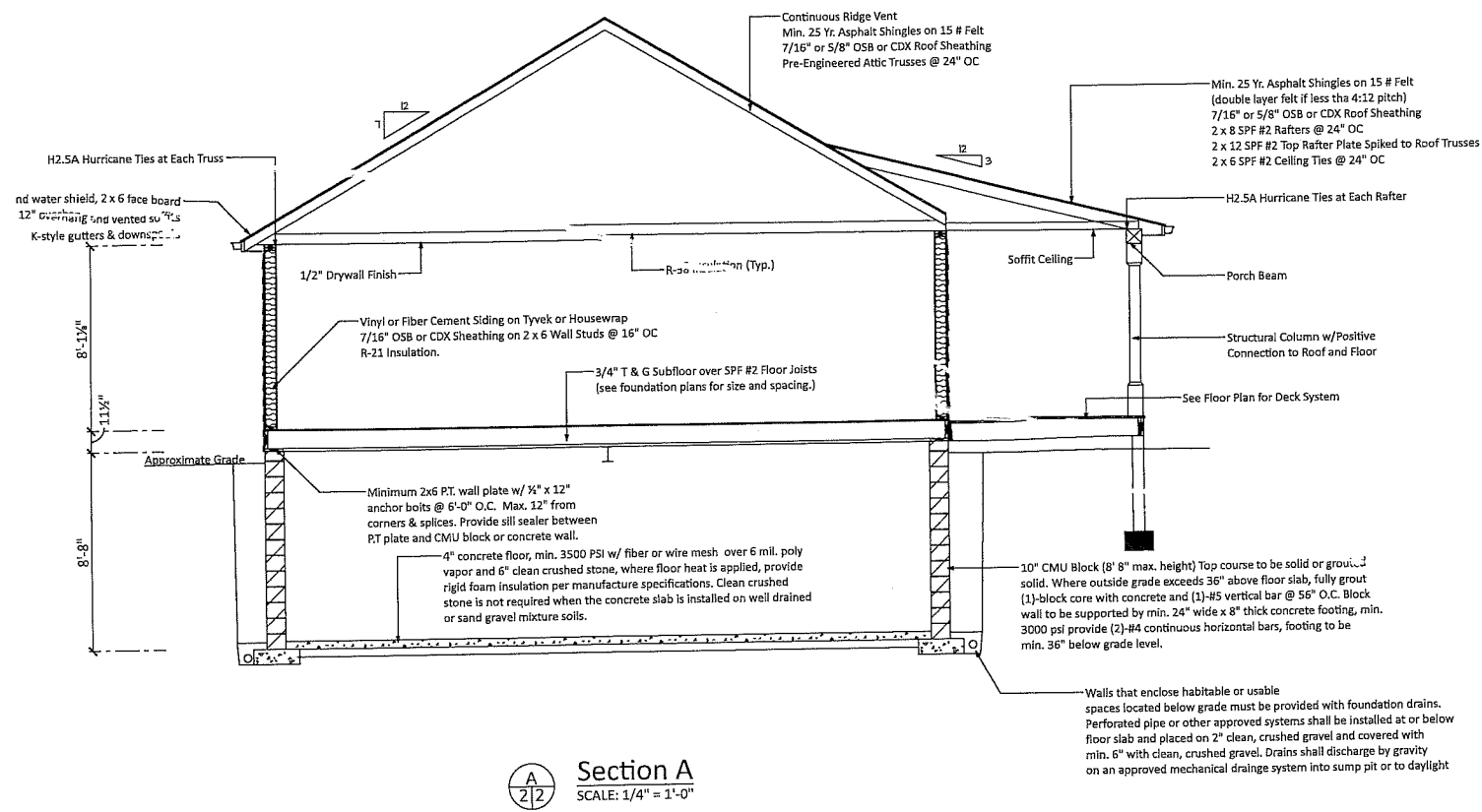
**VASTARDIS**  
 CONSULTING ENGINEERS, LLC

20 Harvey Lane | Malvern, PA 19355 | Phone: 610.644.3783 | Fax: 610.644.3789 | Email: vcello@vcello.com

PLAN PREPARED FOR:

**ARTHUR & JULIE GIOVE**  
 300 NORTH CHESTER ROAD

DRAWN BY	SCJ
CHECKED BY	HY
DATE	08-24-17



ID	#	TYPE
L1	3	2 x 10 SPF #2
L2	3	2 x 10 SPF #2
L3	2	2 x 10 SPF #2
PB-1	3	2 x 8 SPF #2
PB-2	3	2 x 8 SPF #2
PB-3	3	2 x 8 SPF #2
DB-1	3	2 x 8 PT
DB-2	3	2 x 8 PT
DB-3	3	2 x 8 PT

Note:  
 First Floor Ceiling Height To Be 8'-1 1/4"  
 Approx. 1,286 Sq. Ft. Living Area  
 Window Numbers Are Andersen 400 Series

DATE	DESCRIPTION
5/20/17	PRELIMINARY
6/19/17	FINAL
6/27/17	REVISED FINAL
8/16/17	REVISED FINAL

**THOMAS J. MOTLEY**  
 REGISTERED PROFESSIONAL ENGINEER  
 No. 11840-E  
 STATE OF PENNSYLVANIA

**MOTLEY ASSOCIATES, INC.**  
 505 LANCASTER AVE.  
 PHILADELPHIA, PA 19107  
 PHONE: 610-715-0888

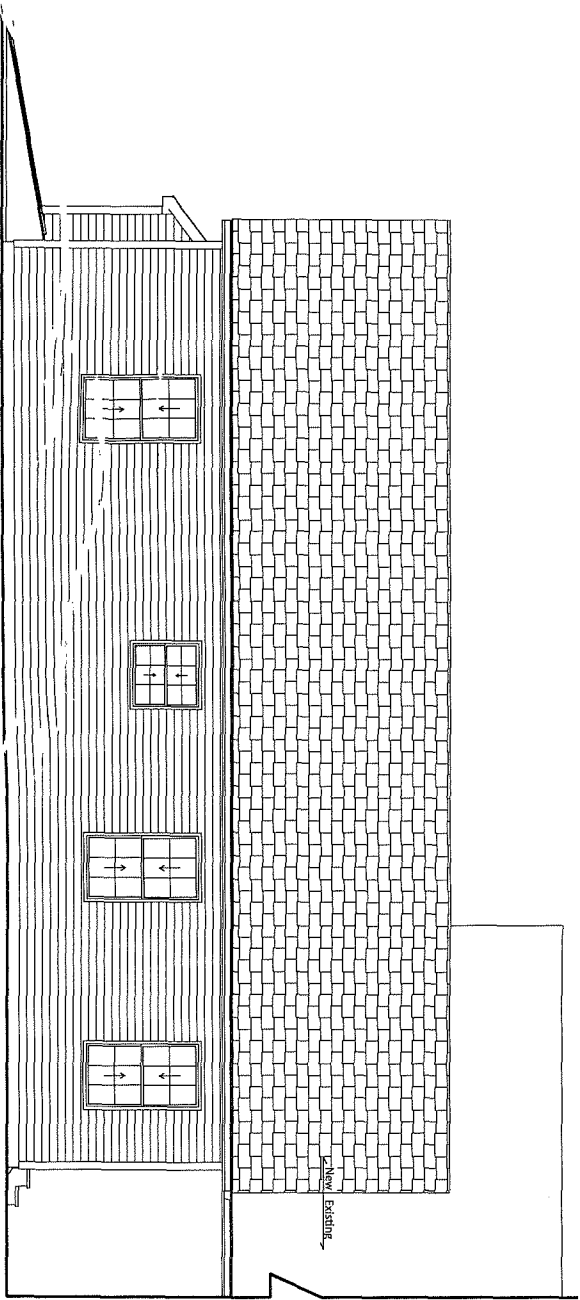
**DRAFTING CONCEPTS LLC**  
 ARCHITECTURAL DRAFTING  
 5219 OLD STRASBURG RD.  
 KINZERS, PA. 17555  
 JOHN R. ESH 717-442-5053

**SITE:** East Goshen Township  
 300 North Chester Rd.  
 West Chester, PA 19380

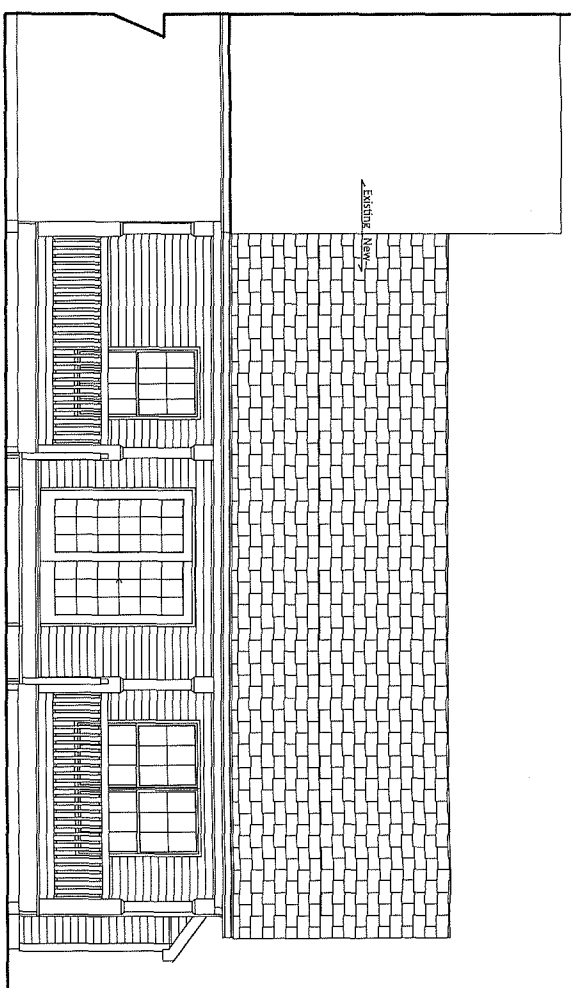
**CONTRACTOR:** Buck Ridge Carpentry  
 157 Coffroath Rd.  
 Coatesville, Pa. 19320  
 Tel: 610-857-5783

**AN ADDITION FOR:**  
 Art & Julia Giovi  
 300 North Chester Rd.  
 West Chester, PA 19380

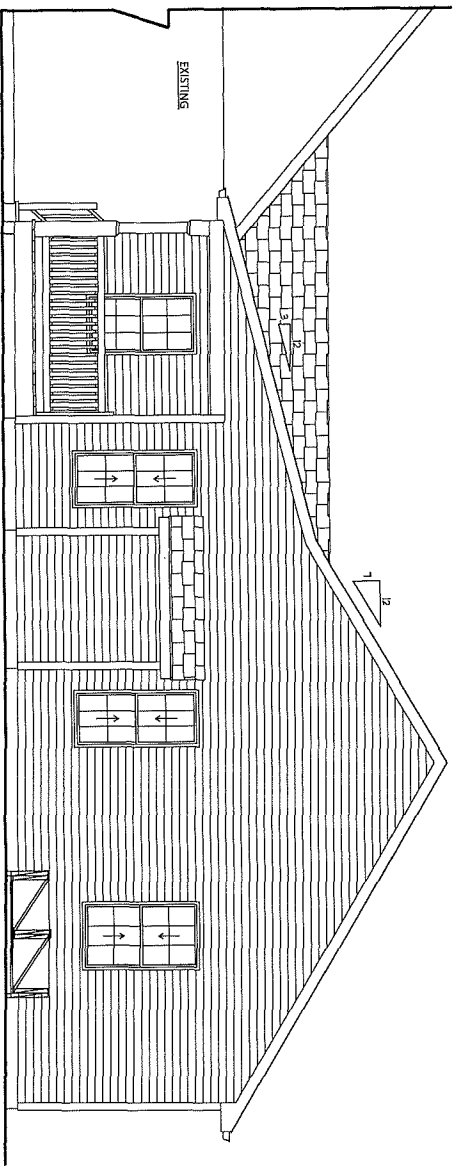
First Floor  
 DATE:



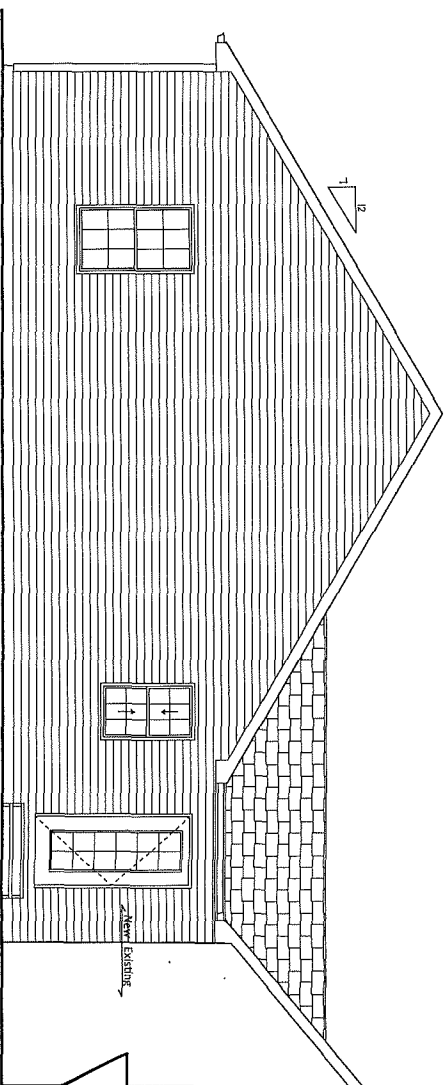
Rear Elevation  
SCALE: 1/4" = 1'-0"



Front Elevation  
SCALE: 1/4" = 1'-0"



Right Elevation  
SCALE: 1/4" = 1'-0"



Left Elevation  
SCALE: 1/4" = 1'-0"

DATE: \_\_\_\_\_  
Elevations

AN ADDITION FOR:  
  
Art & Julia Giovi  
300 North Chester Rd.  
West Chester, PA 19380

SITE: East Goshen Township  
300 North Chester Rd.  
West Chester, PA 19380

CONTRACTOR: Buck Ridge Carpentry  
152 Coffroath R. 1.  
Coatesville, Pa. : 9320  
610-857-5783

**DRAFTING CONCEPTS LLC**  
ARCHITECTURAL DRAFTING  
5219 OLD STRASBURG RD.  
KINZERS, PA. 17535

JOHN R. ESH 717-442-5053

MOTLEY ASSOCIATES  
INC.  
805 LANCASTER AVE.  
SHILLINGTON, PA 19607  
PHONE: 610-718-0888

Professional Seal:  
THOMAS J. MOTLEY  
REGISTERED PROFESSIONAL ARCHITECT  
NO. 14805  
PENNSYLVANIA

DATE	DESCRIPTION	BY
5/10/17	PRELIMINARY	R.L.
6/19/17	FINAL	R.L.
6/29/17	REVISED FINAL	D.L.
8/16/17	REVISED FINAL	D.L.



# 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: 9/11/2017  
To: Board of Supervisors  
From: Mark Gordon, Township Zoning Officer *mlg*  
Re: SWM Operation and Maintenance Agreement

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Dear Board Members:

I have received a new SWM O&M agreement for the closeout of the New Kent Apartment building NPDES permit

1. The Hankin Group is closing out the NPDES Permit for their new 12 unit apartment building and the DEP want them to enter into a SWM Agreement in order to do so.

**Draft Motion:**

I move that we authorize the Chairman to execute the storm water management operation and maintenance agreement for Hankin Family Limited Partnership in order for them to close their NPDES permit with the DEP.

# 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)

---

Date: 9/11/2017  
To: Board of Supervisors  
From: Mark Gordon, Township Zoning Officer *mlg*  
Re: SWM Operation and Maintenance Agreement

---

Dear Board Members:

I have received a new SWM O&M agreement.

1. Mr. and Mrs. Keevill are proposing to build a new patio on their property at 1118 Taylor Ave. This project requires a SWM O&M Agreement.

**Draft Motion:**

I move that we authorize the Chairman to execute the storm water management operation and maintenance agreement for:

1. 1118 Taylor Ave.

# Memo

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To: Board of Supervisors  
From: Department of Parks and Recreation  
Re: Paoli Pike Trail, Segments A; PennDOT TAP Set Aside Application  
Date: September 12<sup>th</sup>, 2017

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The East Goshen Township Paoli Pike Trail Feasibility Study and Master Plan has identified a number of funding sources for its implementation. The PennDOT Transportation Alternatives Program – Set Aside (TAP) has been identified for trail segment A. Township staff met with representative from DVRPC who advised applying for PPT segment A only, as this would best position the Township to secure TAP funding due to the Safe Route to School improvements in the scope of work. This segment includes pedestrian access improvements to the WCASD complex and YMCA of the Greater Brandywine, West Chester branch. Paoli Pike Trail Segments A project costs are \$702,397. The requested PennDOT TAP Set Aside amount is \$483,000, with an East Goshen Township's matching fund expenditure of \$219,397.

Motion: I move to authorize application for the PennDOT Multimodal Transportation Fund in the amount of \$483,000 and approve matching funds in the amount of \$219,397.

RESOLUTION NO. \_\_\_\_\_

**TOWNSHIP OF EAST GOSHEN  
CHESTER COUNTY, PENNSYLVANIA**

**A Resolution Authorizing Application to the  
Pennsylvania Department of Transportation for Transportation Alternatives Plan Program (TAP)  
funding for the Paoli Pike Trail – Segment A  
between Airport Road (T-317) and Ellis Lane (T-425)**

WHEREAS, the Township of East Goshen (“Township) desires to implement the Paoli Pike Trail – Segment A between Airport Road (T-317) and Ellis Lane (T-425) to improve safety, enhance bicycle and pedestrian connectivity; and

WHEREAS, the project need and trail conceptual plan is documented in the Draft Paoli Pike Trail – Feasibility Study and Master Plan, adopted January 4<sup>th</sup>, 2016; and

WHEREAS, the Township received and understands the Transportation Alternatives Program Guidelines and Procedures dated August 4, 2017.

THEREFORE, BE IT RESOLVED THAT the Township Board of Supervisors hereby approve this project and authorizes an application to the Pennsylvania Department of Transportation for Transportation Alternatives Program funding in the amount of \$483,000 to be used for Paoli Pike Trail – Segment A between Airport Road (T-317) and Ellis Lane (T-425) and

BE IT FURTHER RESOLVED THAT the Township commits to the expenditure of matching funds in the amount of \$219,397 necessary for the project’s success; and

BE IT FURTHER RESOLVED THAT the Applicant does hereby designate \_\_\_\_\_ (Name and Title) and \_\_\_\_\_ (Name and Title) as the official(s) to execute all documents and agreements between the Township of East Goshen and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

SO RESOLVED, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

*Attest*

*Signatures*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Engineer's Conceptual Opinion of Cost for Paoli Pike Trail - Segment A: Airport Road to Ellis Lane  
East Goshen Township, Chester County, PA**

	<b>Total</b>	<b>Local Funding</b>	<b>TAP Request</b>
<b>Preliminary Engineering</b>	\$ 66,838	\$ 66,838	
<b>Final Design</b>	\$ 44,559	\$ 44,559	
<b>Right-of-Way</b>	\$ 93,000	\$ 93,000	
<b>Utilities</b>	\$ 15,000	\$ 15,000	
<b>Construction plus Inspection</b>	\$ 483,000		\$ 483,000
<b>Total</b>	\$ 702,397	\$ 219,397	\$ 483,000

**Notes and Assumptions:**

Construction estimates are based on quantities derived from the trail conceptual plan included in the Paoli Pike Trail - Feasibility Study and Master Plan and unit prices from recently bid local projects with PennDOT oversight.

The following costs are rough estimates for budgeting purposes only: Engineering and Permitting, Utility Relocations, and Right of Way. The costs associated with these items will need to be determined through the development of the project.

Estimates of existing and required right of way were developed based on GIS data obtained from Chester County. Existing legal right-of-way lines or property lines have not been independently verified through field survey or deed research. Existing legal rights-of-way and existing property lines, as well as the size and location of any required rights-of-way (temporary or permanent), will need to be determined during the preliminary engineering of the project.

Right-of-way estimates include rough approximations for temporary and permanent easements, but do not include the cost of legal fees associated with right-of-way acquisition process.

The Engineer's Conceptual Opinion of Cost does not include relocating or resetting existing underground utilities within the limits of the project or the provision of any future utilities. Impacts to existing underground utilities will need to be determined during the preliminary engineering of the project through subsurface utility engineering. Due to visible evidence of subsurface utilities within the project area (underground electric, water, sewer, gas and telecommunication) it is recommended (and likely required by law) that utility test pits be performed during the preliminary engineering of the project.

Further evaluation of the existing signalized intersections within the project limits is required during the preliminary engineering of the project. This evaluation may result in the identification of other improvements and costs not identified within this Engineer's Conceptual Opinion of Cost.

The estimate includes a contingency of 10% of infrastructure cost, per PennDOT Publication 352.

The Engineer's Conceptual Opinion of Cost does not include any environmental remediation (including but not limited to removal and replacement of contaminated soils) or environmental impact mitigation. Post-construction stormwater management is included in the estimate for each segment. However, these estimates do not consider credits or deductions from other Township capital projects.

**Disclaimer:** McMahon Associates, Inc. has provided this opinion of cost as requested by the client, East Goshen Township, for the purpose of the Transportation Alternative Program (TAP) grant application. This opinion of cost is based on the Paoli Pike Trail - Feasibility Study and Master Plan. Please note that opinions of cost are subject to change based on plan/design revisions, fluctuations in unit costs, field conditions, and differences in locale. Opinions of cost are provided for use in budgeting, but in no way intended to be construed as a final cost for the project. Final costs are contingent only on actual bids from contractors. McMahon Associates, Inc. will not be held responsible for differences between this opinion of cost and contractor bid costs.

Cost estimate prepared under the direction of:

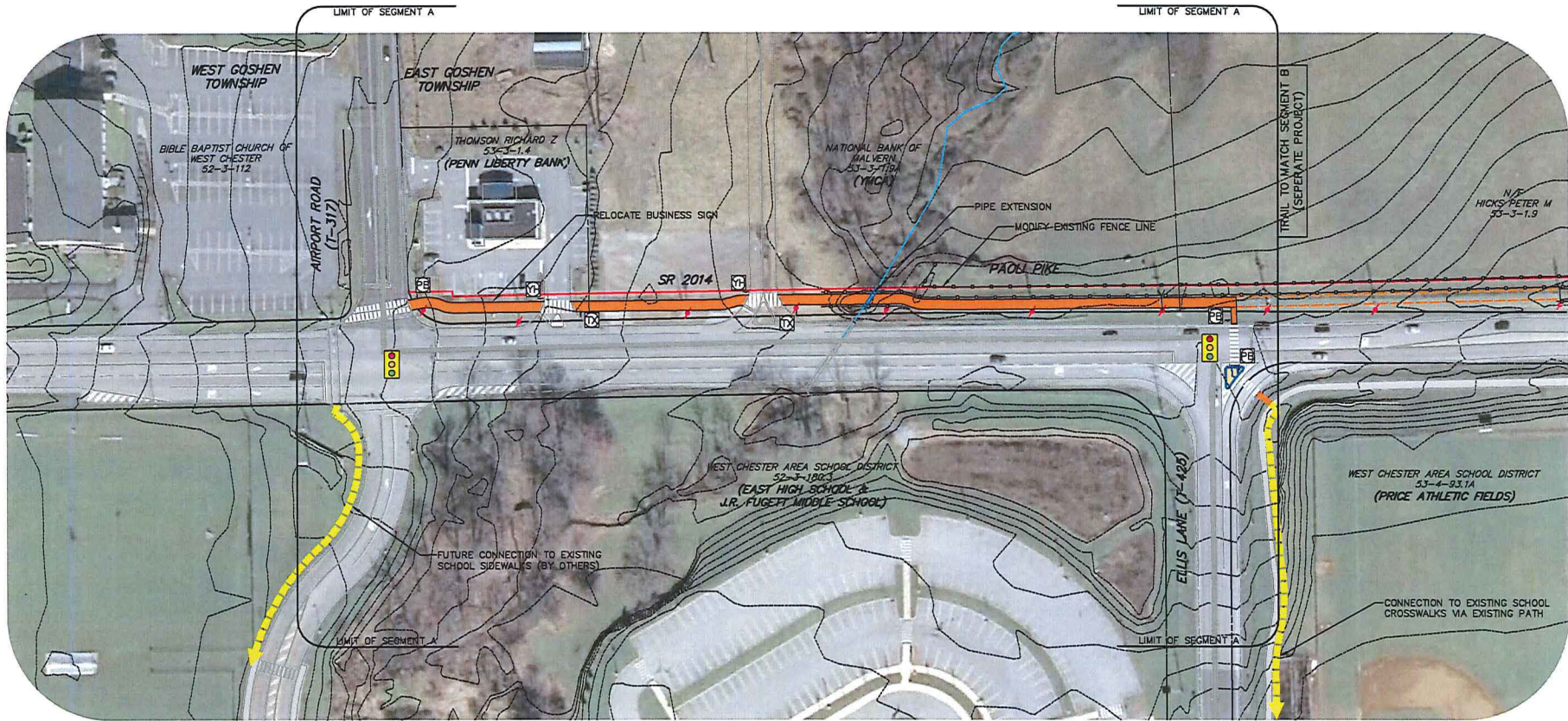
James J. Kouch, P.E.  
McMahon Associates, Inc.  
840 Springdale Drive  
Exton, PA 19341  
(610) 594-9995  
jkouch@mcmahonassociates.com

Item No.	Description	Comment	Unit	Quantity	Unit Cost	Cost
<b>Standard Items</b>						
1	Clearing and Grubbing		LS	1	\$10,000.00	\$10,000.00
2	Class 1 Excavation		CY	412	\$65.00	\$26,780.00
3	Foreign Borrow		CY	41	\$50.00	\$2,060.00
4	Saw cut existing pavement		LF	308	\$8.00	\$2,464.00
5	Grading (includes topsoil and seeding)	See Below	SY	339	\$15.00	\$5,085.00
6	Full Depth Bituminous Pavement + Wearing Course (8" Bituminous Base Course & 8" Subbase)		SY	61	\$90.00	\$5,490.00
7	Driveway Adjustments		SY	218	\$60.00	\$13,080.00
8	Plain Cement Concrete Curb		LF	114	\$30.00	\$3,420.00
9	Plain Cement Mountable Curb		LF	169	\$40.00	\$6,760.00
10	Drainage Upgrades	New Drainage Structures/Pipe	LS	1	\$20,000.00	\$20,000.00
11	Construction Surveying, Schedule, Equipment Package		LS	1	\$7,500.00	\$7,500.00
12	24" White Pavement Markings, Hot Thermoplastic Paint		LF	850	\$8.00	\$6,800.00
13	Signage		EA	9	\$150.00	\$1,350.00
14	ADA Accessible Curb Ramp at signalized intersection	At a Signalized Intersection	EA	5	\$6,500.00	\$32,500.00
15	Detectable Warning Surface	At a Driveway	EA	4	\$2,500.00	\$10,000.00
16	Traffic Signal Upgrades		LS	1	\$20,000.00	\$20,000.00
17	Tree Replacement		EA	2	\$850.00	\$1,700.00
<b>Special Items</b>						
18	Porous Bituminous Pavement Trail		SY	832	\$83.00	\$69,056.00
19	Post Construction Stormwater Management	Approx. 5% of Total	LS	1	\$12,000.00	\$12,000.00
20	Split Rail Fence		LF	808	\$20.00	\$16,160.00
21	Miscellaneous Relocations	Liberty Bank Sign	LS	1	\$5,000.00	\$5,000.00
22	<b>Subtotal Trail Construction Cost</b>	<b>Items 1 - 21</b>				<b>\$278,000.00</b>
23	Maintenance and Protection of Traffic	Approx. 8% of Item 22				\$23,000.00
24	Erosion and Sediment Control	Approx. 5% of Item 22				\$14,000.00
25	Mobilization	5% of Item 22				\$14,000.00
26	Contingency	10% of Items 22 - 25				\$33,000.00
27	<b>Total Trail Construction Cost (2015)</b>	<b>Items 22 - 26</b>				<b>\$362,000.00</b>
28	Inflation Cost	3% Over Five Years	YR	5		\$58,000.00
29	<b>Total Trail Construction Cost (2020)</b>					<b>\$420,000.00</b>
30	Construction Inspection	15% of Item 29				\$63,000.00
31	<b>Total Trail Construction + Inspection (2020)</b>	<b>Items 29 - 30</b>				<b>\$483,000.00</b>
32	Preliminary Engineering		LS	1	\$66,838.00	\$66,838.00
33	Final Design		LS	1	\$44,559.00	\$44,559.00
34	Utilities	Rough Estimate	LS	1	\$15,000.00	\$15,000.00
35	Right-of-Way	Rough Estimate	LS	1	\$93,000.00	\$93,000.00
36	<b>Total Trail Project Cost (2020 Dollars)</b>	<b>Items 31 - 35</b>				<b>\$702,397.00</b>

Assumptions & Notes:

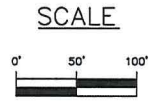
-Assumes 2' of ground restoration (grading) on each side of proposed trail alignment.

## SEGMENT A: AIRPORT ROAD TO ELLIS LANE



### LEGEND

- |   |  |   |  |
|---|--|---|--|
| <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: orange; border: 1px solid black; margin-right: 5px;"></span> PROPOSED MULTI-USE TRAIL (10' WIDTH)</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: lightgray; border: 1px solid black; margin-right: 5px;"></span> EXISTING MULTI-USE TRAIL/SIDEWALK</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: yellow; border: 1px solid black; margin-right: 5px;"></span> PROPOSED CEMENT CONCRETE/PAVER MATERIAL</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid blue; margin-right: 5px;"></span> PROPOSED CURB</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid black; margin-right: 5px;"></span> PROPOSED SIGN</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid red; margin-right: 5px;"></span> REQUIRED SIDEWALK EASEMENT</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px dashed blue; margin-right: 5px;"></span> PROPOSED PAVEMENT MARKINGS</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid black; margin-right: 5px;"></span> PROPOSED SAFETY RAIL (FENCE)</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid gray; margin-right: 5px;"></span> EXISTING CURB</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px dashed gray; margin-right: 5px;"></span> EXISTING EDGE OF PAVEMENT</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid gray; margin-right: 5px;"></span> EXISTING PAVEMENT MARKINGS</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px dashed gray; margin-right: 5px;"></span> EXISTING CONTOUR (2 FOOT INTERVAL)</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid gray; margin-right: 5px;"></span> EXISTING RIGHT-OF-WAY LINE</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid gray; margin-right: 5px;"></span> EXISTING PROPERTY LINE</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid gray; margin-right: 5px;"></span> EXISTING UTILITY POLE</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid gray; margin-right: 5px;"></span> EXISTING TOWNSHIP BORDER</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> PUSH BUTTON SIGN</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> TRAIL CROSSING WARNING SIGN WITH ARROW</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> VEHICULAR YIELD HERE SIGN</li> </ul> |
|---|--|---|--|



**NOTE:**  
REFER TO PAOLI PIKE TRAIL - FEASIBILITY STUDY AND MASTER PLAN FOR ALL ASSUMPTIONS, EXCLUSIONS, AND DESIGN CRITERIA USED IN THE PREPARATION OF THIS CONCEPTUAL DESIGN PLAN



## Paoli Pike Trail

### AIRPORT ROAD TO ELLIS LANE

#### Limits

Airport Road to Ellis Lane, including improvements at the Ellis Lane intersection

#### Length

0.15 miles

#### Summary

10-foot wide multi-use trail on the north side of Paoli Pike between Airport Road and Ellis Lane, including extension of an existing culvert to cross the unnamed tributary of the East Branch of Chester Creek and a pedestrian crossing on the east side of Ellis Lane

#### Key Connections

- J.R. Fugett Middle School (6-8) and East High School (9-12) (West Chester Area School District)
- Price Fields for West Chester Area School District
- West Chester Area YMCA

#### Potential Future Connections

- Additional direct connections to J.R. Fugett Middle School and East High School
- West Goshen Township and West Chester Borough
- Goshen Corporate Park West (north on Airport Road)
- SEPTA Bus Route 92 (north on Airport Road)

#### Existing Conditions

*Focused on the preferred trail alignment on the north side of Paoli Pike*

- Existing land uses include Penn Liberty Bank, West Chester Area YMCA, Out of Reach Farm, and the J.R. Fugett Middle School and East High School (on the south side of Paoli Pike)
- Paoli Pike is two lanes in each direction
- Overhead utility lines on the north side
- Crossing of an Unnamed Tributary to the East Branch of Chester Creek
- No pedestrian crossings provided at the Ellis Lane signalized intersection
- No dedicated bicycle or pedestrian facilities except for a pedestrian path for Price Fields at the southeast corner of Paoli Pike and Ellis Lane



#### Key Elements of the Trail Conceptual Plan

- Trail alignment is generally north of the existing overhead utility poles to minimize the need for utility relocations
- Upgrade the Airport Road signalized intersection to provide three high visibility crosswalks
- High visibility crosswalks at two commercial driveways
- Extend the existing culvert to provide a trail crossing of the Unnamed Tributary of the East Branch of Chester Creek
- New pedestrian crossing of Paoli Pike on the east side of Ellis Lane with a high visibility crosswalk with ADA compliant curb ramps, new pedestrian refuge island, and pedestrian signals and push buttons
- Double split rail fence for the Out of Reach Farm pasture to provide a safe distance between trail users and horses



## Photographic Renderings for the Paoli Pike Trail Corridor

The following photographic renderings were developed as part of the Paoli Pike Trail—Feasibility Study and Master Plan to provide a visualization of the trail conceptual design plan. The Township Building Frontage is part of the Multimodal Transportation Fund project.

### Out of Reach Farm Frontage

*Looking westbound toward Ellis Lane*



*Existing Conditions*



### Goshen Corporate Park Frontage

*Looking eastbound toward Reservoir Road*



*Existing Conditions*



### Township Building Frontage

*Looking eastbound toward N. Chester Road*

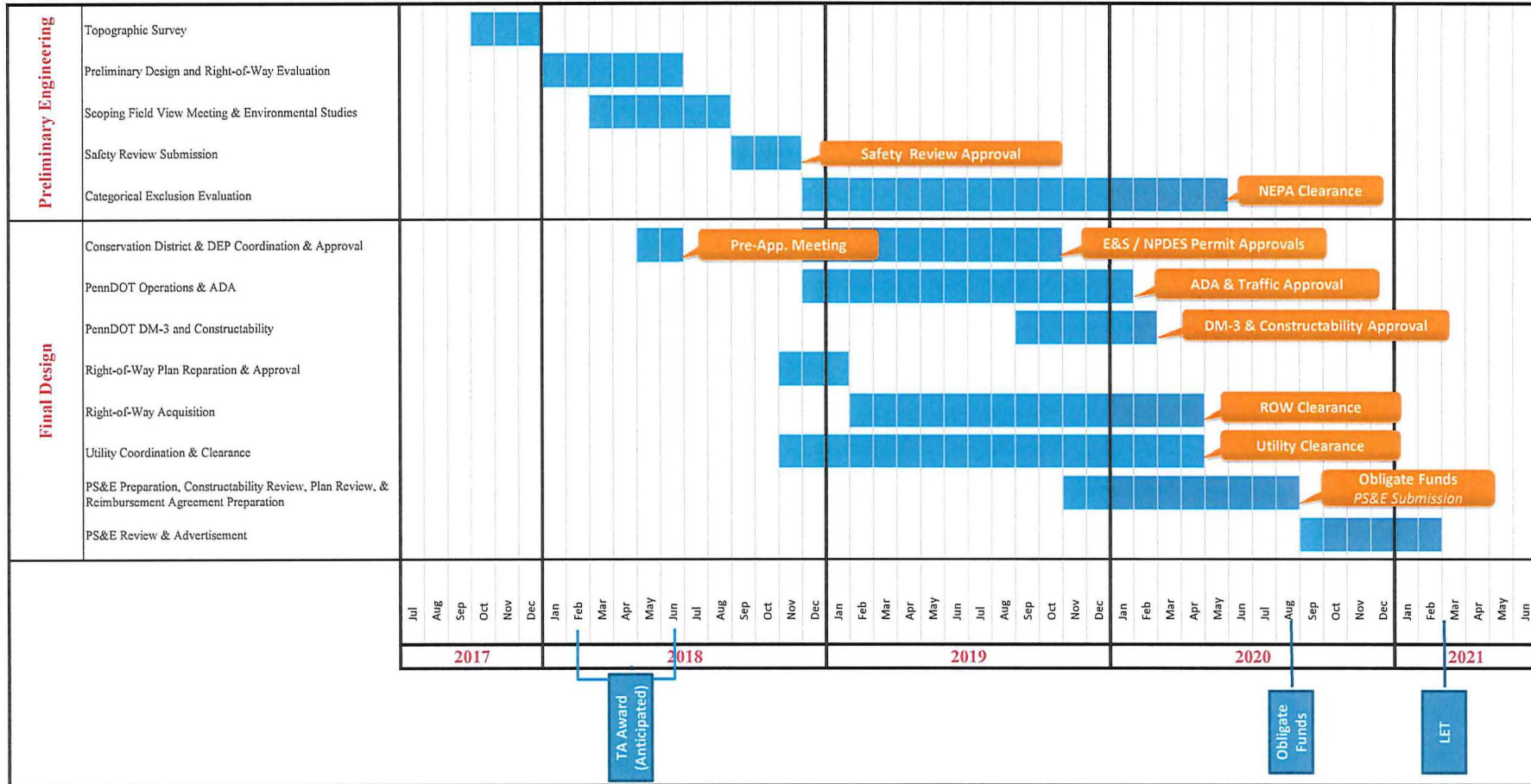


*Existing Conditions*



# Paoli Pike Trail - Segment A

Draft Project Schedule for Transportation Alternatives Set Aside Program (TA) Application to Obligate Funds by August 2020



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

September 14, 2017

To Board of Supervisors

From Mark Miller

Ref. Brine Tank Purchase

The 2017 budget included \$10,000 for the purchase of a Brine Tank. The purchase of this tank will allow four brine spreaders to be on the road in advance of snow storms and should reduce the brining operation time by about four hours per storm event. Technically, this is a new asset, as it does not replace an existing tank. The tank should have a useful life of 15 year.

I received a COSTARS pricing quote from Intercon Truck Equipment in the amount of \$11,320.00 for a new brine tank.

Thank you for considering the purchase.

**Recommended motion:** Mr. Chairman, I move that we purchase a new brine tank from Intercon in the amount of \$11,320.00.

**EAST GOSHEN TOWNSHIP  
PLANNING COMMISSION**

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

September 14, 2017

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

Re: 2017 Goals

Dear Board Members:

In response to your request, I offer the following update on the Planning Commission's progress with their 2017 Goals:

- **Assist in the Paoli Pike Master Corridor Plan - Comp Plan Objectives 6.2 & 8.6 and PR&O Plan Action 1.7B**
  1. The Township Planning Commission met with the Paoli Pike Corridor Master Plan Committee on June 7<sup>th</sup> and provided feedback to the committee on the planning done to date.
  2. Staff has kept us informed of the current planning on the Corridor Plan throughout the process and has sought our feedback for inclusion into the plan.
  3. Two members of the Commission are members of the Corridor Plan Committee and update us monthly while seeking input from the Commission.
  4. The PC is already discussing how to move forward with a "Town Center" overlay district in anticipation of a supporting recommendation in the Paoli Pike Corridor Master Plan.
  
- **Review Zoning Ordinance as it relates to new technologies, drones, and nodes replacing telecommunications towers and the best locations for them - Comp Plan Objective 6.6**
  1. As you know, the Township amended the Township Zoning Ordinance in late 2016 to include Distributive Antenna Systems (DAS) into the body of the existing wireless communications regulations. Since that time, Crown Castle applied for conditional use approval to install 6 new DAS node locations. The PC worked with Crown Castle to site the location of those nodes during their application process. Towers still have a role in the wireless communications networks; however, DAS nodes are helping to provide more reliable coverage in highly populated areas and intense use areas. Locations of new DAS nodes are going to be driven by the demand within our residential and business communities; however, the Planning Commission will continue to stay informed on new wireless communication technologies and provide guidance to WCF applicants when seeking to locate their facilities in East Goshen Township.
  2. Drone technologies are quickly evolving and so are their commercial applications. The Commission has asked the staff to bring the PC up to speed on the latest FAA regulations in order to determine if amendments to our existing ordinance are warranted. The PC plans to make a recommendation to the Board on the use of Drones before the end of the year.

Sincerely,



Mark A. Gordon  
Township Zoning Officer

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2 BOARD OF SUPERVISORS MEETING  
3 1580 PAOLI PIKE  
4 TUESDAY, SEPTEMBER 5, 2017  
5 DRAFT MINUTES  
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8 **AND A PERSONNEL MATTER**  
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11 Emanuel; Michael Lynch; Township Manager Rick Smith; CFO Jon Altshul; and  
12 Conservancy Board member Erich Meyer.  
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42 Mike observed that \$250 per month for fraud protection services was excessive and  
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42 Rick explained that Sunoco's consultant had determined that the vibrations felt at  
43 the Quaker Village site was due to low frequency air vibrations from the mud  
44 machine, rather than from ground vibrations. He added that Pennoni would be on-  
45 site on Thursday and Friday this week to confirm this conclusion. He also stated that

1 Sunoco would be ordering new sound barriers made of different materials at this  
2 location.

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4 Walt Levingood, 1334 Troon Lane, stated that the noise and vibrations in his home  
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11 He believes that the vibrations are emanating from the boring drill and not just the  
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29 legislation in Harrisburg introduced by Rep. Comitta and Sen. Dinniman. Chuck  
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17 Janet reported that the Planning Commission was meeting tomorrow. Chuck  
18 reported that WEGO would need to hire additional full-time officers to backfill  
19 vacant positions.

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21 **Adjournment**

22 There being no further business, Mike motioned to adjourn the meeting at 9:40 pm.  
23 Chuck seconded the motion. The motion passed 4-0.

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25 Respectfully submitted,

26  
27 *Jon Altshul*

28 *Recording Secretary*

29  
30 Attachment: August 31, 2017 Treasurer's Report



**TREASURER'S REPORT  
2017 RECEIPTS AND BILLS**

**GENERAL FUND**

Real Estate Tax	\$1,950.33	Accounts Payable	\$75,810.94
Earned Income Tax	\$43,200.00	<u>Electronic Pmts:</u>	
Local Service Tax	\$17,100.00	Credit Card	\$3,567.83
Transfer Tax	\$73,443.64	Postage	\$0.00
<i>General Fund Interest Earned</i>	\$0.00	Debt Service	\$11,287.49
Total Other Revenue	\$204,891.57	Payroll	\$163,285.47
Total Receipts:	<u>\$340,585.54</u>	Total Expenditures:	<u>\$253,951.73</u>

**STATE LIQUID FUELS FUND**

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

**SINKING FUND**

Receipts	\$513,885.83	Accounts Payable	\$275,408.00
<i>Interest Earned</i>	\$0.00	<i>Credit Card</i>	\$429.98
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Receipts	\$396.25	Expenditures:	<u>\$0.00</u>
<i>Interest Earned</i>	\$0.00		
Total Sinking Fund:	<u>\$396.25</u>		

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Receipts	\$376,237.10	Accounts Payable	\$23,490.05
<i>Interest Earned</i>	\$0.00	<i>Debt Service</i>	\$29,176.60
Total Sewer:	<u>\$376,237.10</u>	<i>Credit Card</i>	\$0.00
		Total Expenditures:	<u>\$52,666.65</u>

**REFUSE FUND**

Receipts	\$111,988.14	Expenditures:	<u>\$16,892.54</u>
<i>Interest Earned</i>	\$0.00		
Total Refuse:	<u>\$111,988.14</u>		

**BOND FUND**

Receipts	\$8,097,485.21	Expenditures:	<u>\$524,412.87</u>
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Total Operating Reserve Fund:	<u>\$0.00</u>		

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September 14, 2017

**TREASURER'S REPORT  
2017 RECEIPTS AND BILLS**

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Earned Income Tax	\$207,229.12
Local Service Tax	\$7,547.34
Transfer Tax	\$106,605.98
<i>General Fund Interest Earned</i>	\$3,899.27
Total Other Revenue	\$51,349.91
<b>Total Receipts:</b>	<b>\$379,972.51</b>

Accounts Payable	\$526,783.41
<u>Electronic Pmts:</u>	
Credit Card	\$0.00
Postage	\$1,000.00
Debt Service	\$11,287.49
Payroll	\$115,160.49
<b>Total Expenditures:</b>	<b>\$654,231.39</b>

**STATE LIQUID FUELS FUND**

Receipts	\$0.00
<i>Interest Earned</i>	\$1.96
<b>Total State Liquid Fuels:</b>	<b>\$1.96</b>

Expenditures:	<b>\$0.00</b>
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**SINKING FUND**

Receipts	\$0.00
<i>Interest Earned</i>	\$1,358.11
<b>Total Sinking Fund:</b>	<b>\$1,358.11</b>

Accounts Payable	\$6,116.46
<i>Credit Card</i>	\$0.00
<b>Total Expenditures:</b>	<b>\$6,116.46</b>

**TRANSPORTATION FUND**

Receipts	\$0.00
<i>Interest Earned</i>	\$450.54
<b>Total Sinking Fund:</b>	<b>\$450.54</b>

Expenditures:	<b>\$0.00</b>
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**SEWER OPERATING FUND**

Receipts	\$68,164.72
<i>Interest Earned</i>	\$91.76
<b>Total Sewer:</b>	<b>\$68,256.48</b>

Accounts Payable	\$30,296.60
<i>Debt Service</i>	\$129,176.60
<i>Credit Card</i>	\$0.00
<b>Total Expenditures:</b>	<b>\$159,473.20</b>

**REFUSE FUND**

Receipts	\$21,667.65
<i>Interest Earned</i>	\$11.97
<b>Total Refuse:</b>	<b>\$21,679.62</b>

Expenditures:	<b>\$65,216.89</b>
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**BOND FUND**

Receipts	\$0.00
<i>Interest Earned</i>	\$3,484.39
<b>Total Refuse:</b>	<b>\$3,484.39</b>

Expenditures:	<b>\$1,271.00</b>
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**SEWER SINKING FUND**

Receipts	\$0.00
<i>Interest Earned</i>	\$496.64
<b>Total Sewer Sinking Fund:</b>	<b>\$496.64</b>

Expenditures:	<b>\$0.00</b>
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**OPERATING RESERVE FUND**

Receipts	\$0.00
<i>Interest Earned</i>	\$474.16
<b>Total Operating Reserve Fund:</b>	<b>\$474.16</b>

Expenditures:	<b>\$0.00</b>
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**Events Fund**

Receipts	\$0.00
<i>Interest Earned</i>	\$5.50
<b>Total Events Fund:</b>	<b>\$5.50</b>

Expenditures:	<b>\$0.00</b>
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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:** 09-14-2017

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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 the September contribution to WEGO in the amount of \$241,633, \$133,979 for resurfacing expenses, \$45,673 for workers compensation insurance, \$35,934 for health insurance, and \$12,970 for tree removal.

General Fund revenues include \$22,100 from West Goshen for bicentennial day. Transfer Tax revenue is again well above average due to the large number of home sales in August.

Sinking Fund expenses includes \$4,699 for new chairs in the meeting room.

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



EAST GOSHEN TOWNSHIP  
MONTHLY DEBT PAYMENT BREAKDOWN  
September 30, 2017

**GENERAL FUND:**

Interest payment	Principal payment	Loan Description	Original loan amount	Remaining Principal	Retirement Date
\$8,691.83	\$0	Multi purpose 9 projects	\$5,500,000	\$2,420,000	2023
\$2,287.13	\$0	Applebrook Park	\$3,000,000	\$676,000	2019
\$308.53	\$0	Spray Irrigation	\$287,000	\$89,000	2021

**SEWER FUND:**

Interest payment	Principal payment	Loan Description	Original loan amount	Remaining Principal	Retirement Date
\$681.93	\$0	Sewer Operations Munic Authority	\$1,128,000	\$193,000	2018
\$22,859.10	\$0	RCSTP Expansion	\$9,500,000	\$6,927,000	2032
\$5,635.57	\$100,000	Diversion Projects	\$2,500,000	\$2,118,000	2033

Report Date 09/06/17

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
1471				WESTTOWN-EAST GOSHEN POLICE						
	52413	1	01410 5300	POLICE GEN.EXPENSE	090117	09/06/17	09/01/17	09/06/17	13994 p	241,632.93
				SEPTEMBER 2017 CONTRIBUTION						
										241,632.93
										241,632.93
										1 Prepays, totaling 241,632.93
										0 Printed, totaling 0.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	241,632.93	GENERAL FUND
		241,632.93	

PERIOD SUMMARY

Period	Amount
1709	241,632.93
241,632.93	

Report Date 09/12/17

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MARP05 run by BARBARA 12 : 01 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
2051	52422	1	01430 2330	ALLIED HYDRAULIC SERVICE CO VEHICLE MAINT AND REPAIR REPAIR PAVER DOOR CYLINDER	24750	09/11/17	09/12/17	09/11/17	14039	135.00
										135.00
102	52423	1	01401 3120	B&D COMPUTER SOLUTIONS CONSULTING SERVICES AUGUST 2017	00003125	09/11/17	09/12/17	09/11/17	14040	2,000.00
										2,000.00
3899	52424	1	01437 2460	BANKS, KEITH GENERAL EXPENSE - SHOP TABLE SAW, JOINTER & SHAPER	090717	09/11/17	09/12/17	09/11/17	14041	1,000.00
										1,000.00
3370	52426	1	01438 3845	CC&T INC. EQUIP. RENTAL -RESURFAC. CARLSON PAVER RENTAL 8/23-8/29/17	RF03541	09/11/17	09/12/17	09/11/17	14042	3,000.00
										3,000.00
3488	52427	1	01409 3740	CINTAS CORPORATION #287 TWP. BLDG. - MAINT & REPAIRS WEEK END 8/30/17 CLEAN MATS	287790595	09/11/17	09/12/17	09/11/17	14043	78.46
	52427	2	01487 1910	UNIFORMS WEEK END 8/30/17 CLEAN UNIFORMS	287790595	09/11/17	09/12/17	09/11/17	14043	354.85
										433.31
293	52428	1	01409 3840	COLONIAL ELECTRIC SUPPLY DISTRICT COURT EXPENSES PARKING LOT LIGHTING DIST.COURT	11550801	09/11/17	09/12/17	09/11/17	14044	1,877.80
										1,877.80
320	52429	1	01430 2330	CONWAY POWER EQUIPMENT VEHICLE MAINT AND REPAIR TURF MASTER	36221	09/11/17	09/12/17	09/11/17	14045	122.50
										122.50

Report Date: 09/12/17

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MARP05 run by BARBARA 12 : 01 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
3613				DELAWARE VALLEY HEALTH TRUST						
	52430	1	01486 1560	HEALTH, ACCID. & LIFE	13445	09/11/17	09/12/17	09/11/17	14046	35,934.47
				SEPTEMBER 2017 PREMIUM MED & RX						
	52430	2	01213 1000	DENTAL INSURANCE W/H	13445	09/11/17	09/12/17	09/11/17	14046	915.51
				SEPTEMBER 2017 PREMIUM DENTAL						
										36,849.98
3872				EAGLE TERMITE & PEST CONTROL						
	52431	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	187142	09/11/17	09/12/17	09/11/17	14047	105.00
				EXTERM.SERVICE - AUGUST 2017						
	52433	1	01409 3745	PW BUILDING - MAINT REPAIRS	187144	09/11/17	09/12/17	09/11/17	14047	45.00
				EXTERM.SERVICE - AUGUST 2017 PW						
	52434	1	01409 3840	DISTRICT COURT EXPENSES	187145	09/11/17	09/12/17	09/11/17	14047	50.00
				EXTERM.SERV.- AUGUST 2017 DC & POL.						
										200.00
553				GORDON, MARK A.						
	52436	1	01401 3300	AUTO ALLOWANCE	083017	09/11/17	09/12/17	09/11/17	14048	88.75
				MILEAGE 6/6-8/30/17 165 MLES @ .535						
				PADOT & INSPECTIONS						
	52436	2	01414 3000	CODE BOOKS/OTHER	083017	09/11/17	09/12/17	09/11/17	14048	299.90
				CONSTRUCTION VIBRATION MANUAL						
	52436	3	01487 4600	TRAINING & SEMINARS-EMPLY	083017	09/11/17	09/12/17	09/11/17	14048	135.00
				PAFFM CONFERENCE						
										523.65
3131				GREAT AMERICA FINANCIAL SERVICES						
	52437	1	01401 3840	RENTAL OF EQUIP. -OFFICE	21191524	09/11/17	09/12/17	09/11/17	14049	305.00
				SEPTEMBER 2017 LANIER MP C5503						
										305.00
627				HIGHWAY MATERIALS INC.						
	52438	1	01438 2455	MATER. & SUPPLY-RESURFAC.	32778	09/11/17	09/12/17	09/11/17	14050	656.04
				16.04 TONS 25mm .03<3,C						
	52438	2	01438 2455	MATER. & SUPPLY-RESURFAC.	32778	09/11/17	09/12/17	09/11/17	14050	21,704.29
				464.76 TONS 9.5 mm.03<3,H						
	52439	1	01438 2455	MATER. & SUPPLY-RESURFAC.	32470	09/11/17	09/12/17	09/11/17	14050	31,503.35
				674.59 TONS 9.5 mm.03<3,H						
	52440	1	01438 2455	MATER. & SUPPLY-RESURFAC.	31911	09/12/17	09/12/17	09/12/17	14050	21,866.83
				468.24 TONS 9.5mm 0.3<3, H						
	52441	1	01438 2455	MATER. & SUPPLY-RESURFAC.	31887	09/12/17	09/12/17	09/12/17	14050	17,595.19
				376.77 TONS 9.5mm 0.3<3, H						
	52442	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS	31243	09/12/17	09/12/17	09/12/17	14050	121.42
				2.6 TNS 9.5mm 0.3<3,H PATCH SHERMAN						
										93,447.12

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
2442				KENT AUTOMOTIVE						
	52444	1	01430 2330	VEHICLE MAINT AND REPAIR WASHERS & HEX NUTS	9305171625	09/12/17	09/12/17	09/12/17	14051	157.78
										157.78
3838				KNIGHT BROS. INC.						
	52445	1	01438 2460	TREE REMOVAL	12101	09/12/17	09/12/17	09/12/17	14052	3,480.00
				TREE REMOVAL 8/11, 8/14 & 8/17						
	52446	1	01438 2460	TREE REMOVAL	12108	09/12/17	09/12/17	09/12/17	14052	5,130.00
				TREE REMOVAL 6/30, 7/03 & 8/21 E. BOOT RD.						
	52447	1	01438 2460	TREE REMOVAL	12109	09/12/17	09/12/17	09/12/17	14052	4,360.00
				TREE REMOVAL 8/4 & 8/21 E.G.PARK						
										12,970.00
1817				LOWES BUSINESS ACCOUNT/GECF						
	52448	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS ASPHALT & FINISH MASON	081717	09/12/17	09/12/17	09/12/17	14053	897.38
	52448	2	01454 3740	EQUIPMENT MAINT. & REPAIR SCOUT SIGN	081717	09/12/17	09/12/17	09/12/17	14053	359.58
										1,256.96
833				MATTHEWS PAOLI FORD						
	52450	1	01430 2330	VEHICLE MAINT AND REPAIR CAR RENTAL 8/31/17	126455-29096	09/12/17	09/12/17	09/12/17	14054	171.33
										171.33
2184				MILLER, KEVIN						
	52451	1	01401 3300	AUTO ALLOWANCE MILEAGE-PENN STATE PIPELINE SEMINAR	090817	09/12/17	09/12/17	09/12/17	14055	180.30
										180.30
2759				NEW HOLLAND GROUP						
	52452	1	01430 2330	VEHICLE MAINT AND REPAIR TRUCK #3 BRAKE KIT & ROTOR ASSMBLY	1237194	09/12/17	09/12/17	09/12/17	14056	884.99
										884.99

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MARP05 run by BARBARA 12 : 01 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1554				OFFICE DEPOT						
	52453	1	01401 2100	MATERIALS & SUPPLIES ADDRESS LABELS	956821597001	09/12/17	09/12/17	09/12/17	14057	21.93
	52454	1	01401 2100	MATERIALS & SUPPLIES TAPE FLAGS & LTR.ORGANIZER	956821862001	09/12/17	09/12/17	09/12/17	14057	34.03
	52455	1	01401 2100	MATERIALS & SUPPLIES PRE-INK REFILLS, COPY PAPER, LABELS DBL SIDED TAPE	958516953001	09/12/17	09/12/17	09/12/17	14057	38.46
	52456	1	01401 2100	MATERIALS & SUPPLIES ENVELOPES W/CLASPS	958517165001	09/12/17	09/12/17	09/12/17	14057	16.80
										111.22
2352				PECO - 99193-01400						
	52459	1	01434 3610	STREET LIGHTING 99193-01400 7/26-8/24/17	083017	09/12/17	09/12/17	09/12/17	14058	1,559.46
	52459	2	01433 2470	UTILITIES - TRAFFIC LIGHTS 99193-01400 7/26-8/24/17	083017	09/12/17	09/12/17	09/12/17	14058	1,355.22
										2,914.68
3153				PECO - 01360-05046						
	52460	1	01409 7505	BOOT & PAOLI LED SIGN 01360-05046 7/30-8/29/17 BOOT LED	083117	09/12/17	09/12/17	09/12/17	14059	56.13
										56.13
2593				PECO - 18510-39089						
	52461	1	01454 3600	UTILITIES 18510-39089 8/2-8/31/17 BOW TR.PUMP	090217	09/12/17	09/12/17	09/12/17	14060	76.99
										76.99
1032				PECO - 99193-01302						
	52457	1	01409 3600	TWP. BLDG. - FUEL, LIGHT, WATER 99193-01302 7/26-8/29/17	090517	09/12/17	09/12/17	09/12/17	14061	1,681.80
	52457	2	01454 3600	UTILITIES 99193-01302 7/26-8/29/17	090517	09/12/17	09/12/17	09/12/17	14061	87.50
										1,769.30
1876				RANSOME RENTAL COMPANY LP						
	52462	1	01438 3845	EQUIP. RENTAL -RESURFAC. ASPHALT ROLLER RENTAL 8/7-8/24/17	C2110902	09/12/17	09/12/17	09/12/17	14062	1,771.00
										1,771.00

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1161				REILLY & SONS INC						
	52463	1	01430 2320	VEHICLE OPERATION - FUEL 189.4 GALS. GASOLINE	127691	09/12/17	09/12/17	09/12/17	14063	371.98
	52464	1	01430 2320	VEHICLE OPERATION - FUEL 402.7 GALS. DIESEL	127692	09/12/17	09/12/17	09/12/17	14063	750.23
	52465	1	01430 2320	VEHICLE OPERATION - FUEL 608.6 GALS. DIESEL	127464	09/12/17	09/12/17	09/12/17	14063	1,027.93
										2,150.14
3682				RUSSELL STANDARD CORP.						
	52467	1	01438 2455	MATER. & SUPPLY-RESURFAC. 194.240 GALS. ASPHALT EMULSION	51360	09/12/17	09/12/17	09/12/17	14064	227.26
										227.26
3900				SEELEY, TERRY						
	52468	1	01367 3601	MISCELLANEOUS EVENTS REFUND - CANCELLED MAHJONG	820903	09/12/17	09/12/17	09/12/17	14065	60.00
										60.00
2933				TRANS-FLEET CONCRETE						
	52469	1	01436 2450	STORMWATER MATERIALS & SUPPLIES 7 CYDS 3500 AIR CONCRETE	146125	09/12/17	09/12/17	09/12/17	14066	895.00
										895.00
2829				VERIZON - TWP.FIOS 0001-74						
	52471	1	01401 3210	COMMUNICATION EXPENSE 8/28/17 - 9/27/17 FIOS TWP.	0001-74 82717	09/12/17	09/12/17	09/12/17	14067	89.99
										89.99
3506				ZEO GROUP, THE						
	52474	1	01452 5150	AMPHITHEATER CONCERTS BAL.DUE SCREEN PROJECTOR MOVIE 9/22	OR49006-2	09/12/17	09/12/17	09/12/17	14068	462.50
										462.50

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MARP05 run by BARBARA 12 : 01 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03				SINKING FUND						
3800				HON COMPANY LLC, THE						
	52443	1	03401 7400	CAPITAL REPLACEMENT - OFFICE EQUIP MEETING ROOM CHAIRS	842268	09/12/17	09/12/17	09/12/17	1121	4,699.10
										4,699.10



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MARP05 run by BARBARA 12 : 01 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05				SEWER OPERATING						
3872				EAGLE TERMITE & PEST CONTROL						
	52432	1	05422 3700	R.C. STP-MAINT.& REPAIRS	187143	09/11/17	09/12/17	09/11/17	3063	45.00
				EXTERM.SERVICE - AUGUST 2017 RCSTP						
	52435	1	05420 3702	C.C. COLLEC.-MAINT.& REPR.	187146	09/11/17	09/12/17	09/11/17	3063	25.00
				EXTERM.SERV.- AUGUST 2017 ASHBRIDGE						
										70.00
797				M&S SERVICE COMPANY						
	52449	1	05420 3702	C.C. COLLEC.-MAINT.& REPR.	2129-17	09/12/17	09/12/17	09/12/17	3064	37.50
				ALARM DIALER BATTERY						
										37.50
1031				PECO - 99193-01204						
	52458	1	05420 3602	C.C. COLLECTION -UTILITIES	090517	09/12/17	09/12/17	09/12/17	3065	416.10
				99193-01204 7/26 - 8/29/17						
	52458	2	05420 3600	C.C. METERS - UTILITIES	090517	09/12/17	09/12/17	09/12/17	3065	9.62
				99193-01204 7/26 - 8/29/17						
	52458	3	05422 3601	R.C. COLLEC.-UTILITIES	090517	09/12/17	09/12/17	09/12/17	3065	85.30
				99193-01204 7/26 - 8/29/17						
	52458	4	05422 3600	R.C STP -UTILITIES	090517	09/12/17	09/12/17	09/12/17	3065	9,813.38
				99193-01204 7/26 - 8/29/17						
										10,324.40
2914				TOWLER, SCOTT A.						
	52470	1	05422 4500	R.C. STP-CONTRACTED SERV.	17-080131-2	09/12/17	09/12/17	09/12/17	3066	15,441.26
				SERVICE RE: RCSTP AUGUST 2017						
										15,441.26
3529				VERIZON - MODEMS						
	52473	1	05420 3601	C.C. INTERCEPTOR-UTILITIES	9791659368	09/12/17	09/12/17	09/12/17	3067	80.32
				JULY 26 - AUGUST 25, 2017 MODEMS						
										80.32
2773				VERIZON - PW FIOS 0001-15						
	52472	1	05422 3601	R.C. COLLEC.-UTILITIES	0001-15 82717	09/12/17	09/12/17	09/12/17	3068	89.99
				8/28/17 - 9/27/17 FIOS RCSTP						
										89.99

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MARP05 run by BARBARA 12 : 01 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
06				REFUSE						
2762				AJB A.J. BLOSENSKI INC.						
	52421	1	06427 4500	CONTRACTED SERV. RESIDENTIAL P/U SEPTEMBER 2017	79105809	09/11/17	09/12/17	09/11/17	539	57,910.03
	52421	2	06427 4500	CONTRACTED SERV. LESS COST-RESIDENT'S DAMAGED TRSHCN	79105809	09/11/17	09/12/17	09/11/17	539	-8.26
										57,901.77

38 Printed, totaling 254,744.27

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	166,099.93	GENERAL FUND
03	03	4,699.10	SINKING FUND
05	05	26,043.47	SEWER OPERATING
06	06	57,901.77	REFUSE
		254,744.27	

PERIOD SUMMARY

Period	Amount
1709	254,744.27
	254,744.27



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MARP05 run by BARBARA 3 : 04 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
3140				ACE DISPOSAL CORP						
	52484	1	01454 2000	MAINTENANCE SUPPLIES HANDI-CAP PORTABLE TOILET SEPT.2017	123619	09/14/17		09/14/17		300.00
	52485	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS PORTABLE TOILETS CONSTR. SEPT.2017	123620	09/14/17		09/14/17		110.00
										410.00
68				AMS APPLIED MICRO SYSTEMS LTD.						
	52487	1	01401 3120	CONSULTING SERVICES AUGUST 2017	63743	09/14/17		09/14/17		1,097.00
	52487	2	01414 5001	ZONING IT CONSULTING AUGUST 2017 GEO PLAN	63743	09/14/17		09/14/17		28.00
										1,125.00
1657				AQUA PA						
	52488	1	01411 3630	HYDRANT & WATER SERVICE 000310033 0310033 7/31-8/31/17 186	090117 279	09/14/17		09/14/17		4,696.50
	52488	2	01411 3631	HYDRANTS - RECHARGE EXPENSE 000310033 0310033 7/31-8/31/17 93	090117 279	09/14/17		09/14/17		2,348.25
	52489	1	01411 3630	HYDRANT & WATER SERVICE 000309987 0309987 7/31-8/31/17 HY6	090117 HY6	09/14/17		09/14/17		137.52
										7,182.27
2898				AQUASCAPES UNLIMITED						
	52490	1	01454 3711	POND TREATMENT POND SERVICE PIN OAK 8/28/17	2191	09/14/17		09/14/17		312.13
										312.13
1998				BARCO PRODUCTS COMPANY						
	52491	1	01454 2000	MAINTENANCE SUPPLIES PET LITTER BAGS	BP00063588	09/14/17		09/14/17		996.11
										996.11
3901				BECK, SARAH						
	52492	1	01367 3240	PARK FEES REFUND - PAVILION RENTAL 9/21	091317	09/14/17		09/14/17		100.00
	52492	2	01367 3240	PARK FEES REFUND - PAVILION RENTAL DEPOSIT	091317	09/14/17		09/14/17		50.00
										150.00

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197				BUCKLEY BRION MCGUIRE & MORRIS						
	52494	1	01404 3140	LEGAL - ADMIN LEGAL SERV. AUG.2017 APPLBRK/HIBB.	13867	09/14/17		09/14/17		6,460.00
	52496	1	01404 3140	LEGAL - ADMIN LEGAL SERV. AUG.2017 CROWN CASTLE	13791	09/14/17		09/14/17		644.60
	52499	1	01404 3140	LEGAL - ADMIN LEGAL SERVICE 8/2-8/31/17	13758	09/14/17		09/14/17		2,958.10
	52499	2	01414 3141	LEGAL - ZONING HEARING BOARD LEGAL SERVICE 8/2-8/31/17	13758	09/14/17		09/14/17		2,209.70
-----										12,272.40
3488				CINTAS CORPORATION #287						
	52501	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS WEEK END 9/6/17 CLEAN MATS	287794086	09/14/17		09/14/17		78.49
	52501	2	01487 1910	UNIFORMS WEEK END 9/6/17 CLEAN UNIFORMS	287794086	09/14/17		09/14/17		395.36
-----										473.85
2996				CNS CLEANING COMPANY						
	52502	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS JANITORIAL SERVICE SEPT.2017 TWP.	50780	09/14/17		09/14/17		870.00
	52502	2	01409 3840	DISTRICT COURT EXPENSES JANITORIAL SERV. SEPT.2017 DC.&PO	50780	09/14/17		09/14/17		255.00
-----										1,125.00
293				COLONIAL ELECTRIC SUPPLY						
	52503	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS CONDUITS, COVERS, TOGGLE SWITCHES & WIRING	11567231	09/14/17		09/14/17		381.49
-----										381.49
3249				COMCAST 8499-10-109-0107712						
	52504	1	01401 3210	COMMUNICATION EXPENSE 0107712 9/5 - 10/4/17 EG.PARK LED	090417	09/14/17		09/14/17		105.75
-----										105.75
3490				COMCAST 8499-10-109-0111284						
	52505	1	01401 3210	COMMUNICATION EXPENSE 0111284 9/9 - 10/8/17 SPEC.VIDEO PW	090417	09/14/17		09/14/17		23.22
-----										23.22

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317				CONTRACTOR'S CHOICE						
	52507	1	01430 2330	VEHICLE MAINT AND REPAIR DUST BAG	00215656	09/14/17		09/14/17		33.95
	52508	1	01430 2330	VEHICLE MAINT AND REPAIR BUSHING	00215680	09/14/17		09/14/17		25.96
										59.91
1990				CRYSTAL SPRINGS						
	52510	1	01401 2100	MATERIALS & SUPPLIES CREAMER & COFFEE	3154612 090117	09/14/17		09/14/17		111.42
										111.42
3352				GAP POWER RENTALS PLUS LLC						
	52511	1	01437 2460	GENERAL EXPENSE - SHOP RECIPROCATNG SAWS, BATTERIES, METAL CUTTING WHEEL & CHARGING STATION	1339826	09/14/17		09/14/17		775.72
										775.72
1957				GEMPLER'S						
	52512	1	01487 1910	UNIFORMS MEN'S WORK BOOTS	SI03709458	09/14/17		09/14/17		139.94
										139.94
2631				GRAPHIC IMPRESSIONS OF AMERICA INC.						
	52513	1	01401 2110	STATIONERY BOS ENVELOPES	17-8610	09/14/17		09/14/17		144.00
										144.00
627				HIGHWAY MATERIALS INC.						
	52515	1	01438 2455	MATER. & SUPPLY-RESURFAC. 760.77 TONS 9.5mm 0.3<3,H HOLLYBRY & MEADOWS	32794	09/14/17		09/14/17		35,527.99
	52516	1	01438 2455	MATER. & SUPPLY-RESURFAC. 4.99 TONS 9.5mm 0.3<3,H TANGLEWOOD	33265	09/14/17		09/14/17		233.03
										35,761.02
3873				IMPERIAL BAG & PAPER						
	52517	1	01409 2400	TWP. BLDG. - MATERIALS & SUPPLIES ANTIBACTERIAL HAND SOAP	3611492	09/14/17		09/14/17		70.10
										70.10



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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2417	52533	1 01430	2330	PPC LUBRICANTS EAST VEHICLE MAINT AND REPAIR 55 GAL. SHELL ROTELLA, 55 GAL. BLUE DEF & 55 GAL. CASTROL	1439638	09/14/17		09/14/17		1,522.40
										1,522.40
1876	52534	1 01438	3845	RANSOME RENTAL COMPANY LP EQUIP. RENTAL -RESURFAC. SKID STEER & GRAPPLE BKT RENTAL 9/5 - 9/6/17	K2306701	09/14/17		09/14/17		336.00
										336.00
2673	52536	1 01430	2330	RYERSON & SON INC., J.T. VEHICLE MAINT AND REPAIR CARB C CHANS & CARB HREW TUBES	93010485321	09/14/17		09/14/17		574.00
										574.00
1896	52537	1 01409	3745	SPRINGER BROTHERS INC PW BUILDING - MAINT REPAIRS REPLACE ROOF DRAIN - MAINT.GARAGE	16179	09/14/17		09/14/17		1,520.00
										1,520.00
3317	52538	1 01452	5150	SWANK MOTION PICTURES INC. AMPHITHEATER CONCERTS MOVIE RENTAL - "SING" FOR 9/22	RG 1432276	09/14/17		09/14/17		593.00
										593.00
1342	52539	1 01401	3000	TMACC GENERAL EXPENSE 2017 ANNUAL MEMBERSHIP	9875091	09/14/17		09/14/17		1,200.00
										1,200.00
2231	52540	1 01437	2460	ULINE GENERAL EXPENSE - SHOP RIGID & SWIVEL CASTORS	89946412	09/14/17		09/14/17		133.77
										133.77
2050	52541	1 01487	1500	VILLAGE MEDICAL MISC. EMPLOYEE BENEFITS PHYSICAL - M. ZALDIVAR	00143977-00	09/14/17		09/14/17		85.00
	52541	2 01487	1550	DRUG & ALCOHOL TESTING DRUG SCREENING M. ZALDIVAR	00143977-00	09/14/17		09/14/17		75.00
										160.00







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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
-----										
05	SEWER OPERATING									
3140	52483	1	05422 3701	ACE DISPOSAL CORP R.C. COLLEC.-MAINT.& REPR PORTABLE TOILETS 8/1-8/29/17	123790	09/14/17		09/14/17		175.00
										175.00
2918	52486	1	05422 4500	ALS ENVIRONMENTAL R.C. STP-CONTRACTED SERV. LAB TESTING 8/8-8/21/17	40-2189341	09/14/17		09/14/17		201.00
										201.00
151	52493	1	05422 4502	BLOSENSKI DISPOSAL CO, CHARLES R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS WITH LINER 8/21	16333	09/14/17		09/14/17		181.00
	52493	2	05422 4502	R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS WITH LINER 8/28	16334	09/14/17		09/14/17		181.00
										362.00
197	52497	1	05429 3140	BUCKLEY BRION MCGUIRE & MORRIS ADMIN - LEGAL LEGAL SERVICE JULY 2017	13592	09/14/17		09/14/17		115.41
	52497	3	05429 3140	ADMIN - LEGAL SHERIFF REFUNDS 3/8 & 4/14	13592	09/14/17		09/14/17		-311.93
	52498	1	05429 3140	ADMIN - LEGAL LEGAL SERVICE AUG. 2017	13769	09/14/17		09/14/17		1,439.38
										1,242.86
241	52500	2	05422 4502	C.C. SOLID WASTE AUTHORITY R.C. SLUDGE-LAND CHESTER WEEK 8/24/17 - 8/31/17	48218	09/14/17		09/14/17		418.75
										418.75
317	52509	1	05422 3700	CONTRACTOR'S CHOICE R.C. STP-MAINT.& REPAIRS TITEN ANCHORS	00215729	09/14/17		09/14/17		5.23
										5.23
627	52514	1	05422 3702	HIGHWAY MATERIALS INC. R.C. COLLECTION-MAINT. & REP I&I 26.02 TONS 9.5mm 0.3<3,H MANHOLE REPAIR	17005	09/14/17		09/14/17		1,215.14
										1,215.14

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
-----										
05	SEWER OPERATING									
3675	52526	1	05420 3602	NETCARRIER TELECOM INC. 67889 C.C. COLLECTION -UTILITIES 9/1/17 - 9/30/17	469159	09/14/17		09/14/17		48.50
										48.50
3676	52527	1	05422 3600	NETCARRIER TELECOM INC. 67890 R.C STP -UTILITIES 9/1/17 - 9/30/17	469160	09/14/17		09/14/17		43.51
										43.51
3677	52524	1	05420 3602	NETCARRIER TELECOM INC. 67887 C.C. COLLECTION -UTILITIES 9/1/17 - 9/30/17	469157	09/14/17		09/14/17		48.54
										48.54
3678	52525	1	05420 3602	NETCARRIER TELECOM INC. 67888 C.C. COLLECTION -UTILITIES 9/1/17 - 9/30/17	469158	09/14/17		09/14/17		48.78
										48.78
3725	52529	1	05420 3702	NETCARRIER TELECOM INC. 68255 C.C. COLLEC.-MAINT.& REPR. 9/1/17 - 9/30/17	469362	09/14/17		09/14/17		49.86
										49.86
2827	52530	1	05420 3602	PECO - 04725-43025 C.C. COLLECTION -UTILITIES 04725-43025 8/5-9/3/17 WYLPEN PUMP	090717	09/14/17		09/14/17		393.96
										393.96
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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						
	52497	2	06427 3140	LEGAL SERVICES	13592	09/14/17		09/14/17		115.41
				LEGAL SERVICE JULY 2017						
	52497	4	06427 3140	LEGAL SERVICES	13592	09/14/17		09/14/17		-311.92
				SHERIFF REFUNDS 3/8 & 4/14						
	52498	2	06427 3140	LEGAL SERVICES	13769	09/14/17		09/14/17		1,439.38
				LEGAL SERVICE AUG. 2017						
										1,242.87
241				C.C. SOLID WASTE AUTHORITY						
	52500	1	06427 4502	LANDFILL FEES	48218	09/14/17		09/14/17		6,072.25
				WEEK 8/24/17 - 8/31/17						
										6,072.25

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08				BOND FUNDS (CAPITAL PROJECTS)						
.876				RANSOME RENTAL COMPANY LP						
	52535	1	08454 6020	MILLTOWN DAM CONSTRUCTION	K2306601	09/14/17		09/14/17		1,271.00
				SWING BOOM, BUCKET, THUMB & QUICK						
				COUPLER RENTAL 9/5-9/6/17						
										1,271.00

0 Printed, totaling 130,953.58

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	116,696.97	GENERAL FUND
03	03	1,417.36	SINKING FUND
05	05	4,253.13	SEWER OPERATING
06	06	7,315.12	REFUSE
08	08	1,271.00	BOND FUNDS (CAPITAL PROJECTS)
		130,953.58	

PERIOD SUMMARY

Period	Amount
1709	130,953.58
	130,953.58

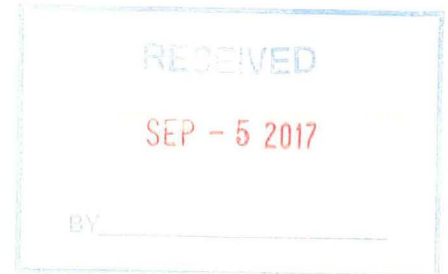


COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF THE GOVERNOR  
HARRISBURG

THE GOVERNOR

September 1, 2017

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



Dear Ms. Smith:

Thank you for sharing East Goshen Township's Resolution 2017-167 regarding the Circuit Trails in the Greater Philadelphia Region. I always appreciate the opportunity to hear from you as we work together to make a better future for all Pennsylvanians.

Pennsylvania was founded on the ideals of a government that works for the people it represents. Our commonwealth offers a diverse display of natural beauty and wonder and our public lands offer stunning views for tourists and provide an abundant amount of resources for bikers, hunters, anglers, and hikers. Please be assured that I value your comments and that I am committed to preserving our public lands and circuit trails so that they can be used and enjoyed by future generations of Pennsylvanians and visitors for years to come.

Thank you once again for sharing your resolution regarding Circuit Trails. Should you have further concerns or questions, please do not hesitate to contact my office again.

Sincerely,

A handwritten signature in black ink that reads "Tom Wolf".  
TOM WOLF  
Governor