

**AGENDA**  
**EAST GOSHEN TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**RE-ORGANIZATION & FORMAL MEETING**  
**JANUARY 2, 2018**  
**6:00 PM**

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence – Supervisor Carmen Battavio
4. Swearing in of Mike Lynch and David Shuey by Judge Tom Tartaglio
5. Ask if anyone will be recording the meeting
6. Re-Organization Actions
  - A. Elect Chairman (Resolution 2018-1)
  - B. Elect Vice Chairman (Resolution 2018-2)
  - C. Appoint Police Commissioner (Resolution 2018-3)
  - D. Appoint Township Officials (Resolution 2018-4)
    1. Township Manager/Secretary/Assistant Zoning Officer– Louis F. (Rick) Smith, Jr.
    2. Director of Finance/Treasurer – Jon Altshul
    3. Director of Public Works – Mark Miller
    4. Director of Code Enforcement/Zoning Officer/Building Code Official/Noise Control Officer – Mark Gordon
    5. Building Inspectors – Gary Althouse and Vincent Di Martini
    6. Fire Marshal – Carmen R. Battavio
    7. Assistant Fire Marshals – Mark Miller, Gary Althouse and Vincent Di Martini
    8. Township Solicitor – Buckley, Brion, McGuire, & Morris
    9. Township Engineer – Pennoni Associates
    10. Emergency Management Coordinator – Kevin Miller
    11. Assistant Emergency Management Coordinator – Michael Holmes
    12. Delegate to the Chester County Tax Collection Committee – Jon Altshul
    13. Alternate Delegate to the Chester County Tax Collection Committee – Brian McCool
    14. Deputy Tax Collector – Brian McCool
  - E. Re-Appoint Township Employees (Resolution 2018-5)
  - F. Appoint Township Depositories for Township Funds (Resolution 2018-6)
    1. DNB First
    2. Fulton Bank
    3. Citadel Bank
    4. WSFS Bank
    5. PLGIT-PA Local Government Investment Trust (Custodian - Wells Fargo NA.
    6. M&T Bank

7. Meridian Bank

Authorize Director of Finance/Treasurer to make investments at banks paying the best rate of interest and with the best terms.

- G. Certify Delegates to the PSATS Convention (Resolution 2018-7)
  - 1. Five Supervisors, Manager and Director of Finance Officer/Treasurer will be affirmed as delegates.
  - 2. Voting Delegate: Rick Smith
  - 3. Alternate Voting Delegate: Jon Altshul
- H. Confirm 2018 Holiday Schedule (Resolution 2018-8)
- I. Confirm 2018 Meeting Schedule (Resolution 2018-9)
- J. Confirm that Keystone Collection Agency is the Earned Income and Local Services Tax Collector for the Township (Resolution 2018-12)
- K. Consider Maillie LLP as independent auditors for the Township (Resolution 2018-11)
- L. Establish Public Safety Boundaries (Resolution 2018-12)
- M. Establish the 2018 Fee Schedule (Resolution 2018-34)
- N. Authorize participation in the Municipal Risk Management Workers' Compensation Pooled Trust (Resolution 2018-65)
- O. Acknowledge that Jon Altshul has been elected and sworn in as the Tax Collector.
- P. Announce the continuance of all other applicable resolutions that were adopted previously.

7. Chairman's Report

A. Announce the Annual Planning Session will be held on Saturday, January 6, 2018 at 8:00 AM.

8. Public Hearings – None

9. Police/ EMS Reports

A. WEGO – None

B. Goshen Fire Co.

East Goshen Only

Fire Calls	November 32	YTD 271
Ambulance Calls	November 211	YTD 2,050
Fire Police Calls	November 14	YTD 152

C. Malvern Fire Co. – None

D. Fire Marshal – None

10. Old Business – None

11. New Business

- A. Consider ABC Appointments.
- B. Consider Resolution 2018-72 – PennDOT Casting Agreement
- C. Consider Resolution 2018- 58 – PennDOT Mowing Agreement
- D. Consider Escrow Release for 1662 East Boot Road
- E. Consider Stormwater Agreement for 632 Marydell Drive

12. Any Other Matter

13. Approval of Minutes
  - A. December 19, 2017
14. Treasurers Report
  - A. December 28, 2017
15. Correspondence, Reports of Interest
  - A. December 14, 2016 letter from Governor Wolfe regarding Resolution 2017-170
  - B. December 20, 2017 Paoli Pike Trail Project Update
  - C. December 13, 2017 Park Usage Report
  - D. 2017 Department of Parks and Recreation Year End Report
16. Meetings & Dates of Importance
 

Jan 03, 2018	Board of Auditors	7:00 pm	
Jan 03, 2018	Planning Commission	7:00 pm	
Jan 04, 2018	Park & Rec Commission	7:00 pm	
Jan 07, 2018	Annual Planning Session	8:00 am	
Jan 08, 2018	Municipal Authority	7:00 pm	
Jan 09, 2018	Board of Supervisors	7:00 pm	If Needed
Jan 10, 2018	Conservancy Board	7:00 pm	
Jan 15, 2018	Martin Luther King Jr Day	Office Closed	
Jan 16, 2018	Pension Committee	10:00am	
Jan 16, 2018	Board of Supervisors	7:00 pm	
Jan 17, 2018	Planning Commission	7:00 pm	
	Malvern Institute Special Exception & Variance		
Jan 22, 2018	Futurist Committee	7:00pm	
Jan 23, 2018	Board of Supervisors	7:00 pm	
	Malvern Institute Special Exception & Variance		
17. Public Comment
18. Adjournment

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

**Public Comment** – Pursuant to Section 710.1 of the Sunshine Act the Township is required to include an opportunity for public comment agenda which is intended to allow residents and/or taxpayers to comment on matters of concern, official action or deliberation which are or may be before the Board of Supervisors. Matters of concern which merit additional research will be placed on the agenda for the next meeting.

**Constant Contact** - 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!

**Smart 911** - 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.

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**County Of Chester**

November 27, 2017

We, the undersigned, members of the County Board of Elections of said county, hereby certify that after tabulating the votes cast at the Municipal Election held on the 7<sup>th</sup> day of November, 2017 in said county it appears that

**MIKE LYNCH**

was duly elected to the office of

**TOWNSHIP SUPERVISOR  
EAST GOSHEN TOWNSHIP**

in the County Of Chester.



*Michelle Kuchtime*  
*Kara C. Rahn*

*Renée Howell*  
County Board of Elections

*Kara C. Rahn*  
Kara C. Rahn, Director

**OATH OF OFFICE**  
**Elected or Appointed Township Officials**

According to Act 76 of 2008, whenever an elected or appointed official of a municipality is required to take, subscribe, or file an oath of office, the oath or affirmation shall be in the form prescribed as follows:

I, Mike Lynch, do solemnly swear (or affirm) that I  
*(Name)*

will support, obey and defend the Constitution of the United States and the Constitution of this

Commonwealth and that I will discharge the duties of Township Supervisor  
*(Office/position)*

in East Goshen Township, Chester County  
with fidelity.

Signature of Official: \_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2\_\_\_\_\_

Witness my hand and official seal

\_\_\_\_\_  
*(Notary Public, Judge, District Justice)* or \_\_\_\_\_  
Chairman

SEAL \_\_\_\_\_ Attest: \_\_\_\_\_

My commission expires \_\_\_\_\_

**Note:** Section 501 of the Township Code requires that every person elected or appointed to township office shall, before assuming the duties of the office, take the following oath before a notary public, district justice or judge. A copy of the oath shall be filed with the township secretary before assuming the duties of the office.

Section 1902 and Section 1914 of the Township Code allow the chairman of the board of supervisors to swear in township police officers and special fire police officers.

© 2013 340

**County Of Chester**

November 27, 2017

We, the undersigned, members of the County Board of Elections of said county, hereby certify that after tabulating the votes cast at the Municipal Election held on the 7<sup>th</sup> day of November, 2017 in said county it appears that

**DAVID SHUEY**

was duly elected to the office of

**TOWNSHIP SUPERVISOR  
EAST GOSHEN TOWNSHIP**

in the County Of Chester.



*Michelle Kuchtime*  
*Karen C. Rahn*

*Renee Howell*  
County Board of Elections

*Kara C. Rahn*  
Kara C. Rahn, Director

**OATH OF OFFICE**  
**Elected or Appointed Township Officials**

According to Act 76 of 2008, whenever an elected or appointed official of a municipality is required to take, subscribe, or file an oath of office, the oath or affirmation shall be in the form prescribed as follows:

I, David Shuey, do solemnly swear (or affirm) that I  
*(Name)*

will support, obey and defend the Constitution of the United States and the Constitution of this

Commonwealth and that I will discharge the duties of Township Supervisor  
*(Office/position)*

in East Goshen Township, Chester County

with fidelity.

Signature of Official: \_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2\_\_\_\_\_

Witness my hand and official seal

\_\_\_\_\_  
*(Notary Public, Judge, District Justice)* or \_\_\_\_\_  
Chairman

SEAL \_\_\_\_\_ Attest: \_\_\_\_\_

My commission expires \_\_\_\_\_

**Note:** Section 501 of the Township Code requires that every person elected or appointed to township office shall, before assuming the duties of the office, take the following oath before a notary public, district justice or judge. A copy of the oath shall be filed with the township secretary before assuming the duties of the office.

Section 1902 and Section 1914 of the Township Code allow the chairman of the board of supervisors to swear in township police officers and special fire police officers.

RESOLUTION  
2018-8

**2018**  
**EAST GOSHEN TOWNSHIP**  
**HOLIDAY SCHEDULE**

New Year's Day	- January 1 <sup>st</sup> (Monday)
Martin Luther King Day	- January 15 <sup>th</sup> (Monday)
President's Day	- February 19 <sup>th</sup> (Monday)
Good Friday	- March 30 <sup>th</sup> (Friday)
Memorial Day	- May 28 <sup>th</sup> (Monday)
Independence Day	- July 4 <sup>th</sup> (Wednesday)
Labor Day	- September 3 <sup>rd</sup> (Monday)
Veteran's Day	- November 12 <sup>th</sup> (Monday)
Thanksgiving	- November 22 <sup>nd</sup> (Thursday) *also off November 23 <sup>rd</sup> (Friday)
Christmas	- December 25 <sup>th</sup> (Tuesday)

# RESOLUTION 2018-9

## 2018 EAST GOSHEN TOWNSHIP MEETINGS

**BOARD OF SUPERVISORS** will hold their Annual Re-Organization Meeting on Tuesday, January 2, 2018 at 6:00 PM and their regular formal meeting will immediately follow. Thereafter, the Board will hold their regular meetings on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 7:00 PM and the 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Tuesday of the month at 7:00 PM as needed. The Board will hold a regular meeting on Monday, September 17, 2018 at 7:00 PM. The Board will not meet on September 18, 2018, May 15, 2018 or November 6, 2018.

**BOARD OF AUDITORS** will hold their Annual Re-Organization Meeting on Wednesday, January 3, 2018 at 7:00 PM.

**ANNUAL PLANNING SESSION** The Board of Supervisors will meet with members of the other Township Authorities, Boards and Commissions for the Annual Planning Session on Saturday, January 6, 2018 at 8:00 AM.

**CONSERVANCY BOARD** will meet the 2<sup>nd</sup> Wednesday of each month at 7:00 PM. The Conservancy Board will conduct site inspections the following Saturday at 9:00 AM as needed.

**FUTURIST COMMITTEE** will meet on the Monday, January 22, 2018 at 7:00 PM, Tuesday, February 20, 2018 at 7:00 PM and then on the third Monday of each month thereafter at 7:00 PM as needed.

**HISTORICAL COMMISSION** will meet the 2<sup>nd</sup> Thursday of each month at 7:00 PM as needed.

**LOCAL TRAFFIC ADVISORY COMMITTEE** will meet the 3<sup>rd</sup> Thursday of each month at 1:00 PM as needed.

**MUNICIPAL AUTHORITY** will meet the second Monday of each month at 7:00 PM as needed.

**PENSION COMMITTEE** will meet on Tuesday, January 16, 2018 at 10:00 AM. Future meetings will be advertised.

**PARK & RECREATION COMMISSION** will meet the 1<sup>st</sup> Thursday of each month at 7:00 PM. Workshop sessions are held on the 3<sup>rd</sup> Thursday of the month at 7:00 PM on an as needed basis.

**PLANNING COMMISSION** will meet on the 1<sup>st</sup> Wednesday of each month at 7:00 PM and the 3<sup>rd</sup> Wednesday of the month at 7:00 PM as needed. The Planning Commission will not meet on Wednesday, July 4, 2018.

**STORMWATER APPEALS BOARD** will advertise each hearing separately.

**ZONING HEARING BOARD** will advertise each hearing separately.

All meetings will be held at the East Goshen Township Building, 1580 Paoli Pike, West Chester, PA 19380. Special meetings will be advertised throughout the year as they are scheduled. With the exception of Executive Sessions, the public is welcome to attend all East Goshen Township meetings and Workshop sessions.

If any person who wishes to attend a meeting has a disability and/or requires an auxiliary aid, service or other accommodation to observe or participate at the hearing, he or she should contact the Township at 610-692-7171 to discuss how those needs may be accommodated.

**Louis F. Smith, Jr.**  
**Township Manager**  
**East Goshen Township**

# Memo

## East Goshen Township

Date: December 26, 2017  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Public Safety Boundary Resolution 2018-12  
Advanced Life Support Services

As you know, annually the Board adopts a resolution which establishes the coverage limits for fire, rescues and ambulance service in the Township.

Advanced Life Support (ALS) Services are currently provided to East Goshen Township by Chester County Hospital Medic 91 and Malvern Fire Company Medic 4.

The Township has been advised that Chester County Hospital Medic 91, which provides ALS Services to most of the Township, will cease operations on January 8, 2018. The Chester County Department of Emergency Services has requested that the Board of Supervisors determine who will take over the service area previously covered by Medic 91.

As the Board is aware, Good Fellowship Ambulance Club Medic 55 and Malvern Fire Company Medic 4 have both expressed interest in taking over all or part of Medic 91's service territory.

Carmen Battavio, Township Fire Marshal, and I have researched the various options and we would recommend that the Board split the Township into two service areas based on response times from Malvern Medic 4 Station in Malvern and Good Fellowship Medic 55 Station in West Chester. This would ensure the best coverage for entire Township.

The dividing line would be Hershey Mill Road, then the Ridley Creek from Green Hill Road to the municipal boundary with Willistown. Malvern would provide ALS services to the properties east of this line and Good Fellowship would provide ALS Services to the properties west of this line.

The service areas for Fire, Rescue and Basic Life Support Ambulance services would remain the same. (as depicted on the attached Township Map)

I have revised The Public Safety Boundary Resolution to reflect this.



**EAST GOSHEN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION 2018-12**

**A RESOLUTION ESTABLISHING THE  
PUBLIC SAFETY BOUNDARIES**

**WHEREAS**, the Board of Supervisors of East Goshen Township is responsible under the Second Class Township Code for the public safety of the residents of East Goshen, and;

**WHEREAS**, the Board of Commissioners of Chester County requests that East Goshen Township provide them with a resolution outlining the methods and agencies chosen to fulfill the public safety needs of East Goshen Township, for the efficient administration of the emergency communications system of the Chester County Department of Emergency Services.

**BE IT RESOLVED THAT** the Goshen Fire Company of 1320 Park Avenue, West Chester, Pennsylvania, shall provide Fire, Rescue and Basic Life Support Ambulance services to East Goshen Township with the exceptions of:

- The north side of Forest Lane
- The east side of North Chester Road, north of Forest Lane
- Brookmont Drive
- Treemont Drive
- Willow Pond Road
- Pond View Lane
- Meadow Creek Lane
- Sherman Drive
- Ruth Circle
- Line Road, north of Forest Lane

The Malvern Fire Company of 424 East King Street, Malvern, Pennsylvania, shall provide Fire, Rescue and Basic Life Support Ambulance services to the area described above, on a first alarm basis.

**BE IT RESOLVED THAT** the Good Fellowship Ambulance Club of 600 Montgomery Avenue, West Chester, Pennsylvania, shall provide Advanced Life Support service to East Goshen Township with the exceptions of:

- The east side of Hershey Mill Road, north of Green Hill Road
- The east side of the Ridley Creek from Green Hill Road to the municipal boundary with Willistown Township.

The Malvern Fire Company of 424 East King Street, Malvern, Pennsylvania, shall provide Advanced Life Support service to the area described above, on a first alarm basis.



**BE IT FURTHER RESOLVED THAT** the Westtown-East Goshen Police Department, of 1041 Wilmington Pike, West Chester, Pennsylvania, shall provide police protection to East Goshen Township.

**RESOLVED AND ADOPTED**, this 2nd day of January 2018.

ATTEST:

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Secretary

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

# East Goshen Twp.

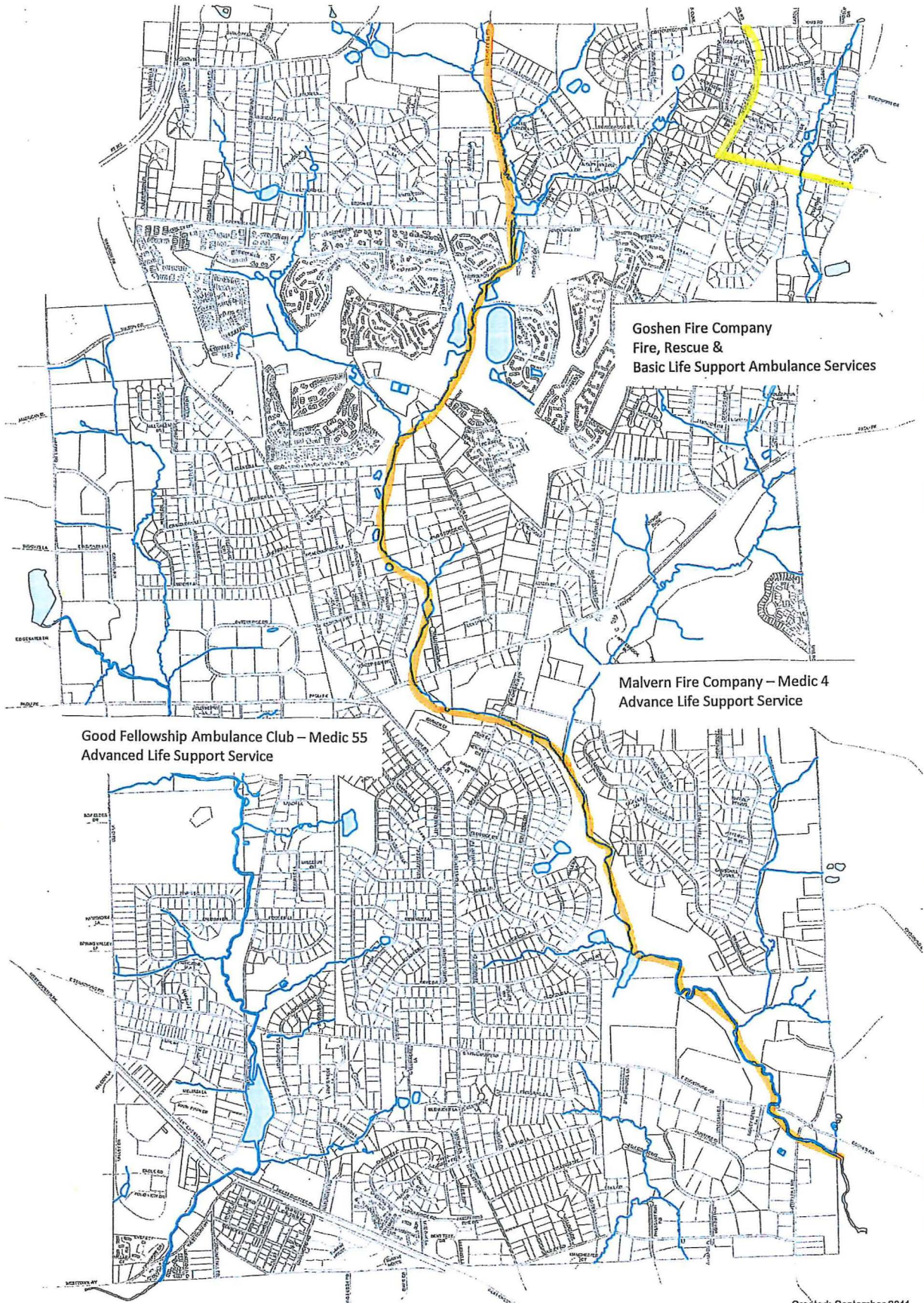
## Public Safety Service Areas

Malvern Fire Company  
Fire, Rescue &  
Basic Life Support Ambulance Services

Goshen Fire Company  
Fire, Rescue &  
Basic Life Support Ambulance Services

Malvern Fire Company – Medic 4  
Advance Life Support Service

Good Fellowship Ambulance Club – Medic 55  
Advanced Life Support Service



# Memo

## East Goshen Township

Date: December 28, 2017  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Resolution 2018-34- Fee Schedule

In 1994 the Township instituted a management program for properties that have on-lot sewer systems. Since only some of the residents are affected by this program, the Board imposed a fee of \$10.00 that was payable every three years when the system was pumped. There are just over 500 homes on the system, so the fee generates \$5,000 every 3 years or about \$1,600 a year. The fee used to offset the cost of sending out the initial pumping letter, reminder letters and to maintain and update the data base.

For some reason the \$10.00 fee was never included in our general Fee Schedule so I added it to the bottom of page 9.

**Suggested Motion:** I move that we adopt Resolution 2018-34.

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**EAST GOSHEN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION 2018-34**

**A RESOLUTION ESTABLISHING AND CONSOLIDATING  
THE VARIOUS FEES AND CHARGES IMPOSED  
PURSUANT TO THE CODE OF THE TOWNSHIP**

**WHEREAS**, the Code of East Goshen Township authorizes the Board of Supervisors to establish various fees and charges by resolution, and:

**WHEREAS**, the Board of Supervisors believes that it's in the best interests of the Township to consolidate all of the fees and charges into a single resolution.

**BE IT RESOLVED THAT** the East Goshen Township Board of Supervisors hereby establishes the following fee schedule.

**1. Building/Zoning Permit Fees**

- a. Residential Dwelling Units - includes all types of residential buildings.
  - i. New Construction - Calculated using the ICC method with a minimum charge of \$200.00.
  - ii. Accessory Buildings - Calculated using the ICC method with a minimum charge of \$200.00.
  - iii. Building Additions - Calculated using the ICC method with a minimum charge of \$200.00.
  - iv. Decks, Patios, Terraces
    - 1. 150 square feet or smaller - \$100.00
    - 2. Greater than 150 square feet - \$150.00
    - 3. Re-decking of surface materials and or replacement of railings or steps - \$50.00
  - v. New and replacement plumbing, HVAC, and sprinkler systems; any other permanent system; re-roofing; and re-siding shall be calculated at 1% of the project cost with a minimum permit fee of \$100.00.
  - vi. Flagpoles - all permit fees shall be waived for the installation of a flagpole on any residential lot.
  - vii. Alarms - New and replacement monitored alarm systems - \$40.00 permit.
  - viii. Zoning Permit – Any project which increases the footprint of a residential structure or adds a structure to the property requires a zoning permit - \$50.00

NOTES:

- All measurements and calculations shall be outside dimensions.
  - The above fee includes the residential building code plan review, all required inspections, Certificate of Occupancy and the Building Energy Act if applicable.
  - The ICC permit fee method and construction costs tables are published in the ICC Building Safety Journal.
  - The Township Permit Fee Multiplier used to calculate the ICC Permit Fee shall be .01.
- b. Non-Residential Buildings - Includes commercial, industrial, and institutional buildings.
- i. New Construction and Additions - Calculated using the ICC method with a minimum charge of \$200.00
  - ii. New plumbing, HVAC, alarm and sprinkler systems shall be calculated @ 1% of the project value with a minimum charge of \$200.00.
  - iii. Replacement plumbing, HVAC, alarm and sprinkler systems; any other permanent systems; re-roofing; and re-siding shall be calculated @ 1% of the project value with a minimum charge of \$200.00.
  - iv. Alterations and fitting out of space - Calculated using the ICC method with a minimum charge of \$200.00
  - v. Flagpoles - All permit fees shall be waived for the installation of a flagpole on any commercial or industrial lot.
  - vi. Zoning Permit – Any project which increases the footprint of a commercial building structure or adds a structure requires a zoning permit - \$150.00

NOTES:

- The above fee includes the commercial building code plan review, all required inspections, Certificate of Occupancy and the Building Energy Act if applicable.
- The Township Permit Fee Multiplier used to calculate the ICC Permit Fee shall be .01.

c. Miscellaneous Categories

- i. Swimming Pools
  - 1. In-Ground - \$225.00
  - 2. Above-Ground - \$75.00
  - 3. Jacuzzi or Hot Tub - \$75.00



- ii. Demolitions
    - 1. Residential - \$50.00
    - 2. Commercial - Shall be calculated at 1% of estimated cost with a minimum of \$100.00.
  - iii. Impervious Surfaces - \$75.00 plus engineering, stormwater management permit and inspection costs: includes new driveways, widening of existing driveways by more than 25%, parking lots, tennis courts, etc. Driveways with new homes excluded.
  - iv. Renovations, alterations, structures, and facilities; including but not limited to porch enclosures, satellite dishes, silos and water towers, antenna towers, wind and solar energy systems, and the completion of unfinished areas shall be calculated at 1% of estimated cost with a minimum permit fee of \$100.00.
    - 1. As per Section 108 of the ICC 2006, if, in the opinion of the building official, the valuation of the permit is under-estimated, the permit will be denied unless detailed estimates can be shown to meet the approval of the building official. The final building valuation will be set by the building official.
  - v. Missed Inspections - \$25.00 per occurrence - All missed inspection fees shall be paid prior to the issuance of the Certificate of Occupancy.
  - vi. No Permit Fee - Any person who commences work on a building, structure, electrical, gas, mechanical, or plumbing system prior to obtaining the necessary permits shall be subject to a \$150.00 fee for residential and \$200.00 for commercial in addition to the applicable building permit and/or zoning permit fee. The Township in its sole discretion may elect to issue a citation for violation of the applicable building code.
  - vii. PA UCC Continuing Education Fee of \$4.50 for every Building Permit Issued.
- d. Zoning Permits. Although a Building Permit is not required for the following structures pursuant to the Uniform Construction Code (Act 45 of 1999), a Zoning Permit is required. The Zoning Permit fee is \$50.00.
- i. The following structures if the structure has a building area less than 500 square feet and is accessory to a single family detached dwelling.
    - 1. Carport
    - 2. Detached Garage
    - 3. Greenhouse
    - 4. Sheds
  - ii. An agricultural building as defined under section 103 of the Uniform Construction Code (Act 45 of 1999).
  - iii. Manufactured or industrialized housing pursuant to section 901 of the Uniform Construction Code (Act 45 of 1999)

2. **Subdivision and Land Development Fees**

- a. Subdivision Review
  - i. 2 lots - \$200.00 per plan
  - ii. 3 or more lots on existing streets - \$250.00 per plan
  - iii. 3 or more lots requiring new streets - \$400.00 per plan
- b. Land Development Review
  - i. Less than 4 Acres - \$200.00 per plan
  - ii. 4 Acres to 24.99 Acres - \$350.00 per plan
  - iii. 25 Acres to 99.99 Acres - \$600.00 per plan
  - iv. 100 Acres or More - \$850.00 per plan
- c. Lot Line and/or Minor Revision Review
  - i. \$150.00 per plan
- d. Additional costs for Subdivision, Land Development and Lot Line and/or Minor Revision Reviews shall be as follows:
  - i. The applicant shall pay the review fees of the professional consultants utilized by the Township during its review of the subdivision or land development application. The applicant shall submit \$2,000.00 to the Township at the time of the submission of the subdivision or land development application. This money shall be placed in an interest bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with a breakdown of all monies disbursed from the account. If the account balance goes below \$500.00 the applicant shall deposit additional monies sufficient to bring the account balance back up to \$2,000.00. Upon approval or denial of the land development or subdivision application and payment of the final invoices from the professional consultants the balance of funds in the account plus any interest shall be returned to the applicant.
  - ii. The applicant shall reimburse the Township for the actual cost of all legal, engineering, inspections and materials tests, incurred during construction and up to acceptance, by the Township, of the improvements.
  - iii. The applicants shall pay all Chester County Planning Commission, Chester County Health Department, Department of Environmental Protection, Chester County Soil Conservation District and Penn Dot review fees, and all recording costs.
- e. Inspections
  - i. Township Engineer - prevailing rate
  - ii. Township Engineer Inspector - prevailing rate

iii. Township Inspector - prevailing rate

3. **Public Hearings before the Zoning Hearing Board and Board of Supervisors**

- a. The applicant shall deposit with the Township \$450.00 to defray the cost of the following:
  - i. One half (½) the cost of preparation and publication of "Notice of Public Hearing".
  - ii. Posting of the property by the Township Staff.
  - iii. One half (½) of the appearance fee of the court reporter.
  - iv. Other miscellaneous administrative charges.
  - v. The cost for mailing a hearing notice letter to all property owners within 1,000 feet of the property.
- b. If the monies paid to the Township pursuant to Section a. are insufficient to insure payment of all costs incurred in the disposition of the application the Township shall require additional deposits in increments of one hundred dollars (\$100.00). The failure of the Township to demand additional deposits from time to time shall not relieve the applicant from liability for all costs, charges, fees and expenses in excess of deposits.
- c. Monies paid which are in excess of the actual costs shall be refunded to the applicant within 30 days of receipt of the written decision.
- d. Referring to b and c above; if the total costs exceed the monies paid by less than \$10.00 there will be no additional charge and conversely, there will be no refunds given for amounts under \$10.00.
- e. Conditional Use Professional Consultants – The applicant shall pay the review fees of the professional consultants utilized by the Township during its review of the conditional use application. The applicant shall submit \$2,000.00 to the Township at the time of the submission of the application for a conditional use. This money shall be placed in an interest bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with a breakdown of all monies disbursed from the account. If the account balance goes below \$500.00 the applicant shall deposit additional monies sufficient to bring the account balance back up to \$2,000.00. Upon approval or denial of the conditional use application and payment of the final invoices from the professional consultants the balance of funds in the account plus any interest shall be returned to the applicant.

4. **Sign Permits**



- a. Less than 32 Square Feet - \$25.00
- b. 32 Square Feet or More - \$75.00

5. **Hearings Before the International Code Council Board of Appeals and Stormwater Appeals Board**

- a. There shall be a filing fee of \$100.00.
- b. In addition, the applicant shall deposit with the Township \$400.00 to defray the cost of the following:
  - i. Preparation and mailing of the list and/or labels bearing the names of property owners to be notified.
  - ii. Preparation of the hearing notice and affidavit of certification.
  - iii. Publication of "Notice of Public Hearing".
  - iv. Posting of the property by the Building Inspector.
  - v. One half (½) of the appearance fee of the court reporter.
  - vi. Other miscellaneous administrative charges.
  - vii. The cost for a copy of the transcript if requested by the applicant.
- c. If the monies paid by the applicant pursuant to Section b are insufficient to insure payment of all costs incurred in the disposition of the application, the Township shall require additional deposits in increments of one hundred dollars (\$100.00). The failure of the Township to demand additional deposits from time to time shall not relieve the applicant from liability for all costs, charges, fees and expenses in excess of deposits.
- d. Monies paid which are in excess of the actual costs shall be refunded to the applicant.
- e. Referring to c and d above; if the total costs exceed the monies paid by less than \$10.00 there will be no additional charge and conversely, there will be no refunds given for amounts under \$10.00.

6. **Sewer, Refuse and Real Estate Tax Certification**

- a. Per Certification - \$5.00 – Fee must be paid prior to certification being issued.

7. **Collection Procedures**

- a. The Township Manager is authorized to collect any monies due and payable to the Township under this resolution in the manner prescribed by law.
- b. Any costs associated with the collection of these fees shall be the responsibility of the applicant and/or property owner as applicable.

8. **Returned Checks & ACH Payments**

- a. Any check or ACH payment received by the Township pursuant to this resolution or any other ordinance shall be deposited in the authorized Township depository (bank).
- b. All checks or ACH payments returned by the Township depository (bank) to the Township, for insufficient funds or any other reason shall have a letter written to the check writer or ACH payee advising that their check or ACH payment has been returned by the bank and that they should re-issue payment immediately.
- c. The check writer or ACH payee's account shall be updated to indicate that a payment was not made.
- d. Any check or ACH payment that is returned to the Township will result in the imposition of a \$20.00 fee in addition to any fees imposed by the Township depository (bank), both of which shall be applied to the appropriate account.

## 9. Park Fees

- a. The following fees will be charged to those groups or individuals who reserve a facility for a specific date and time.

### NOTES:

- The use of passive parks is limited to passive events only.
  - Each day is divided into three time periods:
    - Morning - 7 am to Noon
    - Afternoon - Noon to 5 pm
    - Evening - 5 pm to Dusk
  - The West Chester Area School District is exempt from all fees.
  - Separate checks shall be provided in the event a deposit is required.
  - Deposit checks will be returned after the facility has been inspected and found to be in good condition.
- i. Pavilion (per event):
    1. 1 to 100 people - \$100.00 rental fee with \$50.00 refundable deposit
    2. Over 100 people - \$200.00 rental fee with \$100.00 refundable deposit
  - ii. Volleyball Courts (cost per court):
    1. \$30.00 per time period
  - iii. Passive Parks (all Township owned open space except for the 55 acre Township Park. Per event):
    1. 1 event - \$50.00 with \$25.00 refundable deposit
  - iv. Baseball, Softball, Soccer Fields and Tennis Courts; excluding T-Ball (cost per field/court):

1. 1 field - \$30.00
2. Tennis Courts for approved Leagues - \$30.00 for 3 courts per time period

v. Tennis Court Keys:

1. Township Residents: - \$30.00 each
2. Non Residents of Township: - \$50.00 each
3. Replacement Key - \$6 each

10. **Copying of Township Records** - the cost for the copying of Township records pursuant to the “Right to Know Law” Act 3 of 2008, as amended, shall be as follows:

- a. Postage - the actual cost of mailing.
- b. Duplication - The fees are based upon the duplication of records maintained and duplicated in black & white on standard 8 ½ by 11 inch paper, 8 ½ x 14 inch paper or 11 x 17 inch paper. All larger records, including but not limited to plans, maps and similar documents are “over-size records” for purposes of the fee schedule.
  - i. Photocopy - \$0.25 per single sided copy
  - ii. Color Photocopy - \$0.35 per single sided copy
  - iii. Facsimile/Microfiche/Other Media – the Township’s cost to duplicate the record original media.
  - iv. Conversion of electronic media only records to paper – if a record is only maintained in electronic media the fee shall be the lesser of: \$ 0.25 per page (8½’ x 11’), or the Township’s cost to duplicate the record in the electronic media.
  - v. Over-size Records - \$4.00 per sheet
  - vi. Over-size Color Records - the Township’s cost to duplicate the record.
  - vii. Court Reporter Transcripts – Prior to the decision being “final, binding and nonappealable” - \$2.00 per page.
- c. Certification of a record – \$5.00 per certification.
- d. Use of own copier or photographing a record – A requester may utilize their own copier provided the device is self-powered, (it may not be plugged into a Township power outlet) or camera. Any duplication by the requester must be done with a Township employee present.
- e. Direct access to the Township computer system is prohibited.
- f. No original records may be removed from the Township Building by a requester.
- g. Inspection of Redacted Records. If a requester seeks to inspect rather than receive copies which contain both public and non-public information, the Township shall redact the non-public information. While the Township may not charge the requester for the redaction itself, the Township will charge the requester for any

copies it must make in order to securely redact the record before allowing the requester to view the record.

**11. Code Books, Pamphlets and Zoning Maps**

- a. Complete Code Book (includes subscription service for amendments for the balance of the calendar year) - \$110.00.
- b. Code Book Subscription Service - \$25.00 per year
- c. Zoning Pamphlet with Zoning Map - \$13.00
- d. Subdivision Pamphlet - \$7.00

**12. Re-Sale and Re-Occupancy Inspections**

- a. Residential - \$60.00
- b. Non-Residential Building – \$150.00

**13. Contractor Registration**

- a. \$25.00 - per year

**14. Refuse charges pursuant to Section 194-8 of the Township Code**

- a. Single Family Residential \$69.88 per quarter
- b. Multi-family Residential \$69.88 per quarter

**15. Sewer Charges pursuant to Sections 188-3, 188-4, 188-5 and 188-25 of the Township Code**

Fixed Rate per unit

- a. Fixed rate \$21.49 per quarter
- b. Meter reading surcharge \$ 8.00 per quarter

Variable Rate

- a. Variable Rate \$8.22 per 1,000 gallons of water
- b. Variable Rate (East Whiteland) \$5.60 per 1,000 gallons of water

Permits/Inspections

- a. Sewer Laterals \$60.00 per lateral
- b. Water Meter/Measuring Device \$60.00 per meter/measuring device

On-Lot Sewage System Management Fee

The fee of \$10.00 is due and payable when the Township sends out the notice to pump the on-lot system.

**16. Stormwater Management submissions pursuant to Ordinance 129-F-2013**

- a. Regulated activities that meet the criteria for the Simplified Approach shall be charged an application and plan review fee of \$100.00.
- b. Regulated activities that do not meet the criteria for the Simplified Approach shall reimburse the Township for the actual cost of all engineering, inspections and materials tests, incurred in the review of the plans and calculations, and in the inspection of the improvements during construction. These costs shall be billed at the Township Engineer's prevailing rate.
- c. Post Construction Maintenance inspections shall be billed at the Township Engineer's prevailing rate.
- d. The actual cost to record the stormwater agreement and plan.

**17. Solicitation Fees**

- a. License Fee - (Except for those listed in §169-6) \$10.00
- b. PA State Police Background Check Fee; (all applicants) \$10.00

**18. Wireless Telecommunications Carrier Fees**

- a. Annual Registration Fee – \$25.00 per location.
- b. Penalty for untimely filing of Annual Report - \$100.00 per location.

**19. Alarm fees pursuant to Sections 81-12 and 81-13 of the Township Code**

- a. Section 81-12A – False Alarm Fee Schedule.
  - 1. For the first false alarm, per rolling twelve months: a warning will be issued.
  - 2. For the second false alarm, per rolling twelve months: a warning will be issued.
  - 3. For the third through the fourth false alarm in any rolling twelve months: \$100 for each false alarm.
  - 4. For the fifth through the sixth false alarm in any rolling twelve months: \$200 for each false alarm.
  - 5. For the seventh false alarm and for each false alarm thereafter in any rolling twelve months: \$500 for each false alarm.
- b. Section 81-13A - False Fire Alarm Fee Schedule.

1. For the first false fire alarm, per rolling twelve months: a warning will be issued.
2. For the second false fire alarm, per rolling twelve months: a warning will be issued.
3. For the third through the fourth false fire alarm in any rolling twelve months: \$500 for each false fire alarm.
4. For the fifth through the sixth false fire alarm in any rolling twelve months: \$1,000 for each false fire alarm.
5. For the seventh false fire alarm and for each false fire alarm thereafter in any rolling twelve months: \$2,000 for each false fire alarm.

**20. Effective Date**

The fees outlined in this resolution shall be effective on January 3, 2018.

**RESOLVED AND ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Secretary

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

**County Of Chester**

November 27, 2017

We, the undersigned, members of the County Board of Elections of said county, hereby certify that after tabulating the votes cast at the Municipal Election held on the 7<sup>th</sup> day of November, 2017 in said county it appears that

**JON ALTSHUL**

was duly elected to the office of

**TAX COLLECTOR  
EAST GOSHEN TOWNSHIP**

in the County Of Chester.



*Michelle Kuchner*  
*Kara C. Rahn*

*Renee Lanell*  
County Board of Elections

*Kara C. Rahn*  
Kara C. Rahn, Director

**OATH OF OFFICE**  
**Elected or Appointed Township Officials**

According to Act 76 of 2008, whenever an elected or appointed official of a municipality is required to take, subscribe, or file an oath of office, the oath or affirmation shall be in the form prescribed as follows:

I, Jon Altshul, do solemnly swear (or affirm) that I  
*(Name)*

will support, obey and defend the Constitution of the United States and the Constitution of this

Commonwealth and that I will discharge the duties of Tax Collector  
*(Office/position)*


in East Goshen Township, Chester County

with fidelity.

Signature of Official: 

Sworn and subscribed to before me this 27<sup>th</sup> day of December, A.D. 2017

Witness my hand and official seal

 or \_\_\_\_\_  
*(Notary Public, Judge, District Justice)* Chairman

SEAL 

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Barbara L. Phillips, Notary Public East Goshen Twp., Chester County My Commission Expires March 29, 2019
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MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Attest: \_\_\_\_\_

My commission expires 3/29/19

Commonwealth of Pennsylvania  
County of Chester

**Note:** Section 501 of the Township Code requires that every person elected or appointed to township office shall, before assuming the duties of the office, take the following oath before a notary public, district justice or judge. A copy of the oath shall be filed with the township secretary before assuming the duties of the office.

Section 1902 and Section 1914 of the Township Code allow the chairman of the board of supervisors to swear in township police officers and special fire police officers.



*East Goshen*  
*Year to Date Statistics*  
 Goshen Fire Company Services 2017

Fire	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>East Goshen</b>													
Number of Calls	17	20	29	26	23	23	22	32	18	29	32		271
<b>Total Numbers YTD</b>													
<b>Calls</b>													
Station 54 (Park Ave) District	34	30	40	37	30	28	34	33	28	37	50		381
Station 56 (Boot Rd) District	15	15	13	14	16	13	18	24	15	24	21		188
<b>Total:</b>	49	45	53	51	46	41	52	59	43	61	71		571
<b>Total Firefighter Responding</b>	369	414	402	428	350	364	482	443	307	559	602		4720
<b>Average Turnout</b>	7.5	10.2	7.6	8.4	7.6	8.9	8.8	7.5	7.2	9.2	8.5		91.4
<b>Staff Hours</b>	132:52:00	224:24:00	122:53:00	121:41:00	113:19:00	165:44:00	143:41:00	165:26:00	113:55:00	141:43:00	319:26:00		1765:04:00
<b>Total Time In Service</b>	27:52:35	68:41:00	21:49:28	19:58:25	21:39:00	24:11:40	23:45:00	33:21:19	28:43:00	25:06:59	72:32:29		367:40:55
<b>Property Value</b>	\$ 500,000.00	\$ 1,346,500.00	\$ 3,425,000.00	\$ 5,005,000.00	\$ -	\$ 625,000.00	\$ -	\$ 680,000.00	\$ 530,000.00	\$ 451,500.00	\$ 525,000.00		\$ 13,088,000.00
<b>Property Loss</b>	\$ 15,000.00	\$ 446,500.00	\$ 4,250.00	\$ 1,750.00	\$ -	\$ 2,000.00	\$ -	\$ 30,000.00	\$ 100,000.00	\$ 4,250.00	\$ 2,500.00		\$ 606,250.00
<b>Property Saved</b>	\$ 485,000.00	\$ 900,000.00	\$ 3,420,750.00	\$ 5,003,250.00	\$ -	\$ 623,000.00	\$ -	\$ 650,000.00	\$ 430,000.00	\$ 447,250.00	\$ 522,500.00		\$ 12,481,750.00
<b>Firefighter Injuries</b>	0	0	0	0	0	1	0	0	0	0	0		1
<b>Civilian Injuries</b>	0	0	0	0	0	0	0	0	0	0	0		0

*East Gosben*  
*Year to Date Statistics*  
 Gosben Fire Company Services 2017

Amblulance	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>For East Gosben Only</b>													
Number of Calls	197	173	189	201	173	185	172	183	149	217	211		2050
Hours in Service	168	151	155	191.0	139	177	143	144	117	175	160		1720
Person Hours in Service	370.01	316.3	321.3	426.8	293	398	302	303	243	376	335		3684
Patients Treated (total)	168	158	158	169	138	157	152	150	121	181	165		1717
Patients Treated-65 & over	138	129	127	143	114	126	127	115	93				1112
<b>Total Numbers YTD</b>													
<b>Calls</b>	313	302	305	326	289	295	281	310	273	345	329		3368
Career Only Crews (66%)	191	215	197	180	194	196	205	215	186	238	249		2266
Blended Crews (18%)	62	33	33	46	35	49	47	45	32	74	41		497
Volunteer Only Crews (22%)	60	54	75	100	60	50	29	50	55	33	39		605
Patients Treated Total	262	263	254	270	227	243	236	245	216	264	249		2729
Patients Treated-Age 65 & over	190	202	188	202	165	167	183	164	149	192	191		1993
<b>Patient Treated (Total) by ALS Units</b>													
Brandywine Medic 93	1	0	0	1	0	0	0	0	0	0	0		2
CCH Medic 91	55	51	60	49	54	55	46	57	46	48	42		563
Malvern Medic 4	19	19	34	26	20	21	21	14	22	27	27		250
Medic 3	0	0	1	0	0	0	0	0	0	0	0		1
<b>Total Patients transported</b>	203	207	210	219	192	197	194	203	177	226	208		2236
<b>Calls No Patients were transported</b>	110	95	95	107	97	98	87	107	96	119	121		1132
<b>Box Number Statistics-Number of Calls</b>													
51	1	0	0	0	0	0	0	0	0	0	0		1
52	1	3	0	0	0	0	0	0	0	0	0		4
53	0	1	0	0	0	0	0	0	0	0	0		1
54	155	144	148	154	130	138	121	170	143	150	126		1579
56	146	148	142	152	137	128	136	131	120	166	170		1576
<b>Career Hours in Service</b>	393	392	362	360	328	377	373	363	295	449	398		4090
<b>Volunteer Hours in Service</b>	163	123	163	270	147	219	93	139	161	146	124		1748
<b>Unit Statistics-Hours in Service</b>													
A54-1	20	66	67	37	73	117	73	83	88	51	28		703
A54-2	96	31	34	59	16	19	14	28	20	100	102		520
A56-1	120	76	56	116	50	54	104	30	85	33	88		812
A56-2	21	76	95	76	84	82	31	99	26	89	34		712
<b>Calls from 6AM to 10PM</b>	243	257	253	272	254	244	226	262	242	273	272		2798
<b>Calls from 6PM through 10PM</b>	62	61	64	57	63	42	74	65	53	74	72		687
<b>Calls from 10PM to 6AM (Night Crew)</b>	70	45	52	54	35	51	55	48	31	72	57		570
<b>Saturday Calls 6AM to 6PM</b>	16	17	25	31	24	29	21	17	26	21	27		254
<b>Sunday Calls 8AM to 6PM</b>	27	33	33	33.00	26	22	21	26	31	21	29		302



*East Goshen*  
*Year to Date Statistics*  
 Goshen Fire Company Services 2017

Fire Police	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	NOV	TOTAL
<b>East Goshen</b>													
Night Calls		4	7	1	6	3	4	6	4	2	7	7	51
Day Calls		8	9	13	10	4	9	8	10	12	11	7	101
Duration of 2 Hours +					1		2				1	1	5
Crew Total		177	212	105	166	51	93	94	200	88	184	127	1497
TRF54 responses		2	3	5	2	1	4	4	3	1	7	1	33
TRF54 mileage		12	11	34	10	1	14	22	16	2	45	2	169
TRF56 responses					1		1	1	1	1	1		6
TRF56 mileage					12		12	4	12	6	2		48
UTL54 responses		1	1				1				1	1	5
UTL54 mileage		4	15				2				10	2	33
Total Calls		12	16	14	16	7	13	14	14	14	18	14	152
Person Hours		40	40	31	48	9	136	31	44	34	66	48	527
AFA		1	2	2	2		2	2	5	4	2	2	24
Ambulance Assist			1	2		1		1	1	1	4		11
Appliance			2	1									3
Brush			2		1		2				1		6
Building		1						1				1	3
CO Alarm		1	1		2								4
Debris in Roadway									1				1
Dwelling		1		2			2				1		6
Electrical Fire Inside					1								1
Fire										1		1	2
Forcible Entry							1						1
Fuel Spill					1	1	1	2				2	7
Gas Leak			1	1			1			1		1	5
MVA		7	3	5	6	4	2	2	4	6	8	4	51
Odor Investigation			1					2	2				6
Pedestrian Struck				1	1								2
Rescue											1		1
Smoke in Building								1					1
Special Duty					1		2				1		4
Traffic Control Assist			1										1
Transformer			1		1	1							4
Trash			1						1			1	3
Trees & Wires		1						2		1			4
Vehicle Fire								1					1

# Memo

## East Goshen Township

Date: December 28, 2017  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Resolution 2018-72  
PennDOT Master Agreement for Casting Adjustments

PennDOT will be repaving of North Chester Road. We have four (4) 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.

On September 19, 2017 the Board adopted a resolution to have PennDOT incorporate this work into the contract pursuant to a Project Letter Agreement (Attachment B).

However, in December PennDOT advised us that Project Letter Agreement is no longer being used and that we needed to enter into a new Master Agreement for Casting Adjustments.

Resolution 2018-72 does this.

**Suggested Motion:** I move that we adopt Resolution 2018-72

**EAST GOSHEN TOWNSHIP**  
**CHESTER COUNTY**

**RESOLUTION 2018-72**

**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 and Township Secretary of said East Goshen Township be authorized and directed to sign the attached PennDOT Master Agreement for Casting Adjustments (Agreement No. 0601101), Project Initiation Form, and Change Order for the duration of the agreement on its behalf.

**ATTEST:**

**East Goshen Township**

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

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

(Seal)

I, Louis F. Smith Jr., Township Secretary, of the East Goshen Township Board of Supervisors, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the East Goshen Township Board of Supervisors, held the 2<sup>th</sup> day of January, 2018.

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

\_\_\_\_\_  
Township Secretary

EFFECTIVE DATE \_\_\_\_\_  
(PennDOT will insert)

AGREEMENT No. 0601101  
FEDERAL I.D. No. 23-6005479  
SAP VENDOR No. 139277  
CUSTOMER No. 1118390

## **MASTER AGREEMENT FOR CASTING ADJUSTMENTS**

This Master Agreement for Casting Adjustments ("Agreement") is made by and between the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"),

and

East Goshen Township, a township ("Utility").

### **BACKGROUND**

PennDOT plans to perform one or both of general maintenance and reconstruction of section(s) of certain State Routes within the Counties of Bucks, Chester, Delaware, Montgomery and Philadelphia, Pennsylvania ("Project").

The Project requires adjustments, replacements or both one or both of adjustment and replacement of the Utility's castings ("Utility Work").

PennDOT is willing to incorporate the Utility Work into PennDOT's third party contract for the Project ("Project Contract").

This Agreement outlines the process for incorporation of Utility Work into the Project Contract with reimbursement to PennDOT of Utility Work costs.

The parties, intending to be legally bound, agree as follows:

1. **Initiation of Process.** PennDOT will notify the Utility of the scheduled Project. If the Utility wants the Utility Work of all or a certain number of its castings to be incorporated in the Project Contract at the Utility's expense, the Utility shall initiate the execution of the Project Initiation Form ("PIF"), Exhibit A, which is attached to this Agreement. The PIF shall identify the requested Utility Work and the cost. If PennDOT agrees to incorporate the work the appropriate PennDOT representative shall countersign the PIF and return a copy to the Utility. When signed by both parties the PIF shall be incorporated into this Agreement. Any written change to the PIF must be done through a change order which is attached to this Agreement as Exhibit B. When a change order is signed by both parties it shall be incorporated into this Agreement.

2. **Designated Representative.** In the PIF, the parties will each identify the individual that has the full authority to execute the PIF and change orders, if any ("Designated Representative"). If the Utility is not a corporation, it must provide proof of the authority for the Designated Representative. The Designated Representative shall be available throughout the Project to confer as needed.

3. **Compliance with Federal and State Statutes.** All work performed pursuant to this Agreement shall comply with the Buy America provisions in 23 U.S.C. § 313 and 23 C.F.R. § 635.410, the Steel Products Procurement Act, 73 P.S. § 1881 et seq. and 67 Pa. Code Part 459.

4. **Purchase of Castings.** Prior to construction of the Project, the Utility shall deliver the necessary castings to the Project site for installation by PennDOT. If during construction of the Project additional castings are necessary, the Utility is entitled to provide the castings or authorize PennDOT to acquire the casting(s) on the open market. If PennDOT acquires castings on the

open market, the Utility shall reimburse PennDOT the actual costs upon receipt of invoice from PennDOT.

5. **Performance of Work.** PennDOT shall perform the Utility Work required to adjust the castings to the proper elevation, on a full brick and mortar bed, in accordance with the then current PennDOT's Publication 408, Section 104.03 titled "Extra Work". The Utility acknowledges that the costs for each item are identified in Exhibit C, which is attached to this Agreement. The items identified in Exhibit C will set forth in the Project Contract.

6. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date (as defined below) or October 1, 2017, whichever is later, and shall remain in effect through September 30, 2020. The term of this Agreement shall not exceed a three (3) year term. The Effective Date shall be the date that this Agreement is fully executed by the Utility and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT will insert the Effective Date at the top of Page 1.

7. **Termination.** PennDOT has the right to terminate this Agreement for its convenience if PennDOT determines termination to be in its best interest. The Utility shall pay for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Utility be entitled to recover loss of profit. Termination shall be effective upon written notice to the Utility.

8. **Cooperation of Parties.** If the Utility supplies materials to PennDOT, performs any additional work, either with its own contractor or its own forces, or both the Utility shall cooperate with PennDOT in such a manner as not to interfere with or hinder the progress of the Project. Any materials provided and additional work performed by the Utility will be at the Utility's sole expense.



9. **Invoicing and Payment.** Upon completion of the Utility Work by PennDOT to the satisfaction of the Utility, PennDOT shall certify to the Utility the costs in accordance with Exhibit C, and the Utility shall pay PennDOT within 60 days of receipt of PennDOT's invoice.

10. **Indemnification.** The Utility shall hold PennDOT harmless from and indemnify PennDOT against all claims, demands and actions based upon or arising out of any activities performed by the Utility and its employees and agents under this Agreement and shall, at the request of PennDOT, defend all actions brought against PennDOT base upon any such claims or demands.

11. **Highway Occupancy Permit.** Upon completion of the Project, the Utility facilities remaining in the State highway right-of-way continue to be subject to the terms and conditions of any applicable highway occupancy permit issued by PennDOT pursuant to 67 Pa. Code Part 459. The Utility shall maintain and keep the adjusted castings in good repair in accordance with applicable State laws and regulations.

12. **Public Utility Commission ("PUC").** Notwithstanding anything contained herein to the contrary, if the PUC assumes jurisdiction of the Project under the Public Utility Code of 1978, Act of July 1, 1978, P.L. 598, as amended, the parties shall be bound by any orders issued by the PUC or decisions of an appropriate tribunal after the exhaustion of all appeals.

13. **Withdrawal of Incorporated Work.** If the Utility withdraws its request for the incorporation of the Utility Work into the Project Contract after the award of the Project Contract, the Utility shall reimburse PennDOT for all actual costs, if any, incurred by PennDOT for necessary labor and materials performed for the Utility Work prior to the time of withdrawal. The Utility shall also be responsible for the cost of necessary materials for the Utility Work that were ordered by PennDOT prior to Utility's withdrawal if the order for said materials

cannot be cancelled and if the materials cannot be used elsewhere in the Project.

14. **Cancellation of Project.** If PennDOT decides to cancel the Project or delay the construction beyond the scheduled construction season, PennDOT will notify the Utility in accordance with Section 23 below. Upon notification, the PIF and any change order shall become null and void and neither party shall be responsible to the other for any further costs.

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

16. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Agreement.

17. **Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.

18. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth of Pennsylvania the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

19. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

20. **Independence of the Parties.** It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Utility and PennDOT, or as constituting PennDOT as the representative or general agent of Utility for any purpose whatsoever.

21. **Assignment.** This Agreement may not be assigned by the Utility, either in whole or in part, without the written consent of PennDOT.

22. **No Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

23. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

If to PennDOT:

Title: District Utility Manager  
Address: PennDOT Engineering District 6-0, 7000 Geerdes Blvd,  
King of Prussia, PA 19406-1525  
Fax: 610-205-6900  
E-mail: malang@pa.gov

If to the Utility:

Title: Public Works Director  
Address: 1580 Paoli Pike, West Chester, PA 19380  
Fax: 610-692-8950  
E-mail: mmiller@eastgoshen.org

24. **Integration and Merger.** This Agreement and, as applicable any attachments and exhibits, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

**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 for the Master Agreement and the Project Initiation Form must be attached.*

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

by

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

APPROVED AS TO LEGALITY  
AND FORM

PRELIMINARILY APPROVED

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

by \_\_\_\_\_  
Senior Counsel in Charge Date

by \_\_\_\_\_  
Deputy General Counsel Date

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

by \_\_\_\_\_  
Deputy Attorney General Date

by \_\_\_\_\_  
Office of Comptroller Date  
Operations

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

Agreement No. 0601101  
Vendor No. 139277  
Customer No. 1118390  
FID No. 23-6005479  
MPMS No. \_\_\_\_\_

## PROJECT INITIATION FORM (PIF)

### MASTER AGREEMENT FOR CASTING ADJUSTMENTS

2017-2020

1. Utility Name: EAST GOSHEN TOWNSHIP
  
2. Project Initiation Form Number: 1 Date: 1/2/18
  
3. Project Name: Group # 6-17-CD7
  
4. Location: NORTH CHESTER ROAD (SR 0352)
  
5. Description of Work to be Performed:  
ADJUST 4 CASTINGS
  
6. Project Funding:  FHWA  STATE  LOCAL
  
7. Estimated Utility Cost: \$ 1,892 (Cost detail below)

PIF Number: 1

Date: 1/2/18

Estimated number of castings which are being incorporated into the Project by this Project Initiation Form (PIF).

Number of Castings	Bid Item	Unit Price	Total Cost
	9999-9950	\$388.00	
	9999-9951	\$365.00	
4	9999-9952	\$473.00	\$1,892.00
	9999-9953	\$477.00	
	9999-9954	\$591.00	
	9999-9955	\$567.00	
	9999-9956	\$690.00	
	9999-9957	\$713.00	
	9999-9958	\$908.00	
	9999-9959	\$735.00	
	9999-9960	\$951.00	
	9999-9961	\$1,183.00	
	9999-9962	\$558.00	
	9999-9963	\$250.00	
	9999-9964	\$404.00	
	9999-9965	\$279.00	
	9999-9966	\$465.00	
	9999-9967	\$495.00	

# PROJECT INITIATION FORM (PIF)

## Designated Project Representatives

For PennDOT:

For \_\_\_\_\_:

Utility Name

Signature

Date

Signature

Date

Name

Name

Title

Title

Email

Email

Telephone

Telephone

Address

Address

MARK MILLER

DIRECTOR OF PUBLIC WORKS

MMILLER@EASTGOSHEN.ORG

610 692 7171

1580 PAOLI PLACE

WEST CHESTER PA

19380

### Close Out Data ~ For Internal Use Only

Completed on: \_\_\_\_\_

Final Cost: \_\_\_\_\_



Agreement No. \_\_\_\_\_  
Vendor No. \_\_\_\_\_  
Customer No. \_\_\_\_\_  
FID No. \_\_\_\_\_  
MPMS No. \_\_\_\_\_

**CHANGE ORDER FORM Master Agreement for Casting Adjustments**

1. P.I. F. No. \_\_\_\_\_ Change Order No.: \_\_\_\_\_ Date: \_\_\_\_\_

2. Project Name:

\_\_\_\_\_

3. Department Bridge Number/DOT Number:

\_\_\_\_\_

4. Location:

\_\_\_\_\_

5. Description of Change:

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

6. Estimated Project Costs:

Prior Estimated Project Cost      \$ \_\_\_\_\_

CO Estimated Project Cost      \$ \_\_\_\_\_

New Total Estimated Project Cost      \$ \_\_\_\_\_

Agreement No. \_\_\_\_\_  
Vendor No. \_\_\_\_\_  
Customer No. \_\_\_\_\_  
FID No. \_\_\_\_\_  
MPMS No. \_\_\_\_\_

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***Designated Project Representatives***

For Department:

For Utility:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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***Approval and Authorization***

For Department:

For Utility:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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***Close Out Data ~ For Internal Use Only***

Completed on: \_\_\_\_\_ Final Cost: \_\_\_\_\_

### Contract Provisions

Type A - One-step adjustment of casting – applies where change in grade:

- (1) Does not exceed 3 inches or
- (2) Exceeds 3 inches but protrusion into roadway of casting reset to proposed final grade does not present a hazard to vehicular traffic

ITEM 9999-9950	0 to 15 inch diameter Utility Casting	Adjustment for Resurfacing - Type A - Concrete Base - \$388.00 each
9999-9951	0 to 15 inch diameter Utility Casting	Adjustment for Resurfacing - Type A - Flexible Base - \$365.00 each
9999-9952	16 to 36 inch diameter Utility Casting	Adjustment for Resurfacing - Type A - Concrete Base - \$473.00 each
9999-9953	16 to 36 inch diameter Utility Casting	Adjustment for Resurfacing - Type A - Flexible Base - \$477.00 each
9999-9954	37 to 54 inch diameter Utility Casting	Adjustment for Resurfacing - Type A - Concrete Base - \$591.00 each
9999-9955	37 to 54 inch diameter Utility Casting	Adjustment for Resurfacing - Type A - Flexible Base - \$567.0 each

---

This work shall consist of the resetting or grade adjustment of an existing utility casting for a vertical height of 8 inches or less, in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonably close conformity to the lines and grades shown on the drawings or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid. The base course replaced shall be of the same type removed, either concrete or flexible.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

The existing castings shall be carefully removed and cleaned, the casting reset to the proper elevation on a brick and mortar bed in accordance with (the Utility Company's specifications if attached) Section 606. Inserts, extensions or risers are not acceptable under this item. Castings requiring replacement will be provided for and delivered to the site by the Utility Company for installation by the contractor.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be measured by the unit each, after completion and acceptance by the Utility and the Department.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

Type B - Two-step adjustment of casting – applies where change in grade:

- (1) Exceeds 3 inches and
- (2) Protrusion into roadway of casting reset to proposed final grade presents a hazard to vehicular traffic.

ITEM 9999-9956	0 to 15 inch diameter Utility Casting	Adjustment for Resurfacing - Type B - Concrete Base - \$690.00 each
9999-9957	0 to 15 inch diameter Utility Casting	Adjustment for Resurfacing - Type B - Flexible Base - \$713.00 each
9999-9958	16 to 36 inch diameter Utility Casting	Adjustment for Resurfacing - Type B - Concrete Base- \$908.00 each
9999-9959	16 to 36 inch diameter Utility Casting	Adjustment for Resurfacing - Type B - Flexible Base - \$735.00 each
9999-9960	37 to 54 inch diameter Utility Casting	Adjustment for Resurfacing - Type B - Concrete Base - \$951.00 each
9999-9961	37 to 54 inch diameter Utility Casting	Adjustment for Resurfacing - Type B - Flexible Base - \$1,183.00 each

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This work shall consist of the resetting or grade adjustment of an existing utility casting for a vertical height of 8 inches or less, in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonably close conformity to the lines and grades shown on the drawings or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid. The base course replaced shall be of the same type removed, either concrete or flexible.

The adjustment (resetting) will be completed in a two-step operation when a casting reset at the proposed final grade will protrude more than 3 inches and may cause damage to vehicular traffic or be a safety hazard prior to paving. The first adjustment will be to a temporary grade that will permit traffic to move safely over the casting. The second adjustment will be to the final grade for paving. The contractor is permitted to use steel plates in lieu of the temporary (first) adjustment for a period not exceeding five calendar days. The contractor shall be required to provide a means of access to each utility facility so that one man may enter the facility within 30 minutes without special equipment or tools. The facility location and name of utility shall be temporarily marked for emergency use. Any other change to the castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

The existing castings shall be carefully removed and cleaned, the casting reset to the proper elevation on a brick and mortar bed in accordance with the utility specifications if attached or with Section 606. Inserts, extensions or risers are not acceptable under this item. Castings requiring replacement will be provided for and delivered to the site by the Utility Company for installation by the contractor.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department complete in place as specified.

ITEM 9999-9962 Utility Manhole Neck Rebuilding - \$558.00 per vertical foot

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This work shall consist of rebuilding manhole necks any size or type for a vertical distance in excess of eight inches and resetting the existing casting within reasonable close conformity to the lines and grades shown on the drawings or established by the engineer. Only those requiring rebuilding, as determined by the Utility Company and engineer, will be measured for payment.

The existing casting will be carefully removed and cleaned. The neck shall be adjusted using brick and mortar as required. The casting shall then be set and sealed with mortar on the neck at the proper elevation for paving. If the utility and the engineer determine that the existing manhole deck is in unsatisfactory condition or cannot be adjusted, then the neck shall be removed and rebuilt as required. Any exposed brick shall be parged. All work shall be in accordance with (the Utility Company's specifications if attached) Section 600 (Incidental Construction).

This work shall be measured by the vertical foot with a minimum measurement of one foot. Where a manhole is rebuilt for a height of more than one foot, the additional height will be measured and paid to the next foot.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

Type C - one piece fabricated adjustable riser with one turnbuckle for adjustments of 0 inch to 3 inches.

ITEM 9999-9963 0 to 15 inch diameter Utility Casting  
Adjustment for Resurfacing - Type C - \$250.00 each

9999-9964 16 to 54 inch diameter Utility Casting  
Adjustment for Resurfacing - Type C - \$404.00 each

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This work shall consist of the resetting or grade adjustment of an existing utility casting by means of a one-piece prefabricated adjustment riser for a vertical height of greater than 0 inches and less than 3 inches in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonable close conformity to the lines and grades shown on the drawing or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to casting shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

Type D - One piece fabricated adjustable riser with one turnbuckle for adjustments greater than 3 inches.

ITEM 9999-9965 0 to 15 inch diameter Utility Casting  
Adjustment for Resurfacing - Type D - \$279.00 each

9999-9966 16 to 54 inch diameter Utility Casting  
Adjustment for Resurfacing - Type D- \$465.00 each

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This work shall consist of the resetting or grade adjustment of an existing utility casting by means of a one-piece prefabricated adjustment riser for a vertical height of greater than 3 inches and less than 4 inches in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonable close conformity to the lines and grades shown on the drawing or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to casting shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

Item 9999-9967 201 Box Adjustment for Resurfacing - \$495.00 each

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This work shall consist of the resetting or grade adjustment of an existing utility 201 Box casting, in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonably close conformity to the lines and grades shown on the drawings or established by the engineer. The base course replaced shall be of the same type removed, either concrete or flexible.

The adjustment (resetting) will be completed in a two-step operation when a casting reset at the proposed final grade will protrude more than 3 inches and may cause damage to vehicular traffic or be a safety hazard prior to paving. The first adjustment will be to a temporary grade that will permit traffic to move safely over the casting. The second adjustment will be to the final grade for paving. The contractor is permitted to use steel plates in lieu of the temporary (first) adjustment for a period not exceeding five calendar days. The contractor shall be required to provide a means of access to each utility facility so that one man may enter the facility within 30 minutes without special equipment or tools. The facility location and name of utility shall be temporarily marked for emergency use. Any other change to the castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

The existing casting will be carefully removed and cleaned, the casting reset to the proper elevation in accordance with the utility specifications if attached or with PennDOT Publication 408, Section 606 (Grade Adjustment of Existing Miscellaneous Structures). Inserts, extensions or risers are not acceptable under this item. Castings requiring replacement will be provided for and delivered to the site by the Utility Company for installation by the contractor.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department complete in place as specified.

#### Purchase of Sewer and Water Castings

Where it is determined prior to the Notice to Proceed Date, that the sewer and water castings are needed for adjustments due to type of resurfacing alternate selected, the contractor will be ordered to purchase the castings and will be reimbursed the amount of the invoice price plus ten percent for handling.

Where it is determined during construction, that the sewer and water castings are needed for adjustments, and upon concurrence by the Utility Company, the contractor will be ordered to purchase the castings in accordance with PennDOT Publication 408, Section 104.03 (Extra work).

The existing casting shall be carefully cleaned, the casting adjusted to the proper elevation by placing the riser over the cover for initial fit and 100% contact, then tighten the turnbuckle with wrench for swedge fit in accordance with (the Utility Company's specifications if attached) Section 606. Turnbuckle will be installed so as not to protrude into manhole crawl area.

Only one (1) riser will be applied to each casting adjustment and will not be applied to existing risers.

Units with two-piece risers, vertical elevating bolts, or with more than one (1) turnbuckle will not be accepted.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be measured by the unit each, after completion and acceptance by the Utility and the Department.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

### **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.

## Rick Smith

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**From:** Anderson, K Michael <kmanderson@pa.gov>  
**Sent:** Wednesday, December 20, 2017 1:26 PM  
**To:** Rick Smith  
**Subject:** RE: Master Casting Agreement (MCA) - PENNDOT Resurfacing Projects  
**Attachments:** 2017-2020 MCA-EaGoT-0601101-Sent.pdf; Sample Resolution (1).pdf

Rick,

The Project Letter Agreement is not being used any more. Penndot has started a new Master Casting Agreement 2017-2020.

Attached is the new Master Casting Agreement for East Goshen Township.

Please have page 8 signed and attesting and return to our office with an acceptable resolution. A sample resolution is attached for your review. The sample resolution is designed to be used for the life of the Master Casting program.

Please remember our central office requests original signatures so please mail the finished documents to the address below.

Please let me know if you have any questions.

Mike

**K. Michael Anderson** | Utility Relocation Technician  
PA Department of Transportation | Engineering District 6-0  
7000 Geerdes Boulevard | King of Prussia, PA 19406-1525  
Phone: 610.205.6867 | Fax: 610.205.6900  
[www.penndot.gov](http://www.penndot.gov)

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**From:** Rick Smith [<mailto:rsmith@eastgoshen.org>]  
**Sent:** Wednesday, December 20, 2017 12:48 PM  
**To:** Anderson, K Michael <kmanderson@pa.gov>  
**Subject:** RE: Master Casting Agreement (MCA) - PENNDOT Resurfacing Projects

Michael

An original agreement was mailed to you on 9/25/17. Attached is a copy of what was sent to you

Let me know if you need to send it to you again.

Rick Smith  
East Goshen Township Manager  
610-692-7171

---

**From:** Anderson, K Michael [<mailto:kmanderson@pa.gov>]  
**Sent:** Wednesday, December 20, 2017 9:38 AM

**To:** Engineering; James Napoleon; [administration@lstwp.org](mailto:administration@lstwp.org); [rwallace@lstwp.org](mailto:rwallace@lstwp.org); [hulmeville@comcast.net](mailto:hulmeville@comcast.net); [t.wheeler@hulmeville-pa.gov](mailto:t.wheeler@hulmeville-pa.gov); Keith Hass; [Smiele@doylestownpa.org](mailto:Smiele@doylestownpa.org); [mmiller@eastgoshen.org](mailto:mmiller@eastgoshen.org); Rick Smith; [johnhewlings@yahoo.com](mailto:johnhewlings@yahoo.com); [boroughmanager1@comcast.net](mailto:boroughmanager1@comcast.net); [secretary@glenoldenborough.com](mailto:secretary@glenoldenborough.com); John Ibach; [bill@hbxgolden.com](mailto:bill@hbxgolden.com); [manager@sharonhillboro.com](mailto:manager@sharonhillboro.com); Joseph Mastronardo; Jeff Bickell ([jbickel@springfielddelco.org](mailto:jbickel@springfielddelco.org)); [Dlutz@upperdarby.org](mailto:Dlutz@upperdarby.org); [bhavor@cheltenham-township.org](mailto:bhavor@cheltenham-township.org); Fleming, Michael; Stephen Clark; [vcolon@conshohockensa.com](mailto:vcolon@conshohockensa.com); [info@borough.collegeville-pa.gov](mailto:info@borough.collegeville-pa.gov); Joe Hastings; [mboggs@entech.com](mailto:mboggs@entech.com); [emcneely@lowermerion.org](mailto:emcneely@lowermerion.org); [jkelly@lowermerion.org](mailto:jkelly@lowermerion.org); Alan Rubendall; [lconnolly@lptsa.org](mailto:lconnolly@lptsa.org); [gm@umhjsa.org](mailto:gm@umhjsa.org); [ops@umhjsa.org](mailto:ops@umhjsa.org); [jbreitmayer@whitemarshtwp.org](mailto:jbreitmayer@whitemarshtwp.org); [cgehringer@whitemarshtwp.org](mailto:cgehringer@whitemarshtwp.org)

**Subject:** Master Casting Agreement (MCA) - PENNDOT Resurfacing Projects

Your organization has requested to have your work incorporated on upcoming Penndot resurfacing project. Our records show that Penndot has not received your signed MCA.

Please understand that Penndot is under a tight schedule and each project has a different deadline. Penndot needs to have all agreements executed by the end of January.

Please deliver the signed Master Casting Agreement with a proper resolution to the address below.

Please let me know if you have any questions.

Mike

**K. Michael Anderson** | Utility Relocation Technician  
PA Department of Transportation | Engineering District 6-0  
7000 Geerdes Boulevard | King of Prussia, PA 19406-1525  
Phone: 610.205.6867 | Fax: 610.205.6900  
[www.penndot.gov](http://www.penndot.gov)

# Memo

## East Goshen Township

Date: December 28, 2017  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Resolution 2018-58  
PennDOT Mowing Agreement

In order for the Township to be reimbursed for cutting the grass median on West Chester Pike we need to enter into a mowing agreement with PennDOT.

Resolution 2018-58 authorizes the Chairman and I to execute the mowing agreement.  
**Suggested Motion:** I move that we adopt Resolution 2018-58

**EAST GOSHEN TOWNSHIP**  
**CHESTER COUNTY**

**RESOLUTION 2018-58**

**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 and Township Secretary of said East Goshen Township be authorized and directed to sign the attached Municipal Mowing Agreement No. 3900038433 on its behalf.

**ATTEST:**

**East Goshen Township**

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

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

I, Louis F. Smith Jr., Township Secretary, of the East Goshen Township Board of Supervisors, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the East Goshen Township Board of Supervisors, held the 2<sup>th</sup> day of January 2018.

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

\_\_\_\_\_  
Township Secretary

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

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**MAINTENANCE SERVICES**

**AGREEMENT NO : 3900038433  
FID #: 23-6005479  
SAP VENDOR # 139277**

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

**AND**

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

**WITNESSETH:**

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

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

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

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

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

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

3. The MUNICIPALITY undertakes these responsibilities as an independent contractor, and its employees and/or lessors and/or contractors are not to be considered employees of the COMMONWEALTH for any purposes. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of the MUNICIPALITY'S employees and/or lessors and/or contractors during the performance of, or resulting from the performance under, this Agreement.
4. This Agreement shall be effective for the period commencing upon written notice by the COMMONWEALTH to the MUNICIPALITY and terminating on 12/31/2018, unless sooner terminated for cause upon thirty (30) days' written notice by either party to the other. Upon termination for cause, all obligations, except liability for claims arising from the MUNICIPALITY'S performance and damages incurred by the COMMONWEALTH, shall cease. In the event of termination, the MUNICIPALITY shall be paid for the work performed to the date of termination, to the extent such work has been performed in accordance with the requirements of this Agreement.
5. Work performed by the MUNICIPALITY under this Agreement shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives within sixty (60) days of completion of the work. If, upon inspection, certain work is found not to be in conformance with the specifications, policies and procedures of the COMMONWEALTH, or is not performed in a good and workmanlike manner, the work shall be corrected or re-performed, as necessary, by the MUNICIPALITY, at no cost to the COMMONWEALTH. The COMMONWEALTH shall not be obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the discretion of the COMMONWEALTH.
6. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit “C” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.
7. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit “D” and incorporated herein by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act, the Contractor Responsibility Provisions, and the Enhanced Minimum Wage Provisions.
8. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
9.
  - (a) Within ten (10) days after the effective date of this Agreement and every ninety (90) days thereafter, the MUNICIPALITY shall submit a proposed work program to the COMMONWEALTH, addressed to the Department of Transportation's local County Maintenance Manager. The MUNICIPALITY may proceed to work five (5) working days after submitting its proposed work program to the COMMONWEALTH, unless notified to the contrary.
  - (b) The MUNICIPALITY may, at any time during the progress of a quarterly work program, submit, for the COMMONWEALTH'S approval, a supplemental or amended work program and may proceed to work five (5) working days after submitting such amended work program, unless notified to the contrary.
  - (c) If an emergency situation arises, the Department of Transportation's local County Maintenance Manager, who shall be responsible for declaring such an emergency situation, may give verbal authorization to perform necessary additional work. The MUNICIPALITY shall promptly confirm any emergency authorization in writing. Any emergency work authorized pursuant to this paragraph shall be limited to the categories of work for which the MUNICIPALITY has assumed responsibility under this Agreement.
10. The MUNICIPALITY shall be responsible for maintenance and protection of traffic at all times during the performance of its responsibilities under this Agreement. This shall be performed in accordance with Exhibit E entitled, 494-15-06 Pub 213 - Shadow Vehicle Utilization during Mowing Operations and the Department of Transportation's Publication 213, current edition, which the COMMONWEALTH shall make available to the MUNICIPALITY upon request.
11. The MUNICIPALITY may submit invoices at various intervals, but in no event shall invoices be submitted more frequently than on a monthly basis. Invoices shall be accompanied by a written statement certifying that the work listed in the invoice was performed properly, specifically in accordance with the specifications, policies and procedures set forth in this Agreement.



12. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House (“ACH”) Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
- (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the MUNICIPALITY to properly apply the state agency’s payment to the respective invoice or program.
  - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth’s Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
13. It is understood between the parties that the maximum amount payable under this Agreement by the COMMONWEALTH to the MUNICIPALITY shall not exceed the sum of Four Hundred and Thirteen dollars and Forty Two cents (\$413.42) dollars, without a written supplemental agreement signed by both parties.
14. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEM, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH’s District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH’s commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

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

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

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

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

APPROVED AS TO LEGALITY  
AND FORM

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

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

Contract No. 3900038433, is split \_\_\_0\_\_\_%, expenditure amount of \_\_\_\_\_N/A\_\_\_\_\_ for federal funds and \_\_\_100\_\_\_%, expenditure amount of \_\_\_413.42\_\_\_\_\_ for state funds. The related federal assistance program name and number is \_\_\_N/A\_\_\_\_\_ ; \_\_\_\_\_N/A\_\_\_\_\_. The state assistance program name and SAP Fund is \_\_\_\_\_Highway Maintenance\_\_\_\_; \_\_\_1058200714\_\_\_\_\_.

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

**EXHIBIT "A"**

**AGREEMENT #: 3900038433      MUNICIPALITY: East Goshen Township      COUNTY: Chester**

**STATE ROUTE**

SR	Acres
003	1.10

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

The total number of acres is based on mowing four cycles for the 2018 mowing season.

The total acres for the contract period is 4.4 ACRES

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

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

**EXHIBIT "B"**

**AGREEMENT # 3900038433      MUNICIPALITY: East Goshen Twp.      COUNTY: Chester**

WORK ACTIVITY .....LIST OF PRICES

Mowing -- 4.40 Acres

\$ 93.96 / Acre (FY18)

## EXHIBIT C

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

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

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

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

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

Revised February 1, 2010

EXHIBIT "D"

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

The Contractor agrees:

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

2/24/2015



## CONTRACTOR INTEGRITY PROVISIONS

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

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

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- 2. In furtherance of this policy, Contractor agrees to the following:**
- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate

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

- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

EXHIBIT "D"

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

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

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

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

EXHIBIT "D"

**Contractor Responsibility Provisions**

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

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

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

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

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

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

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

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

EXHIBIT "D"

**ENHANCED MINIMUM WAGE PROVISIONS**

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$10.15 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning January 1, 2017, and annually thereafter, Contractor/Lessor shall pay its employees described in Paragraph 1. above an amount that is no less than the amount previously in effect; increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication as determined by the United States Bureau of Labor Statistics; and rounded to the nearest multiple of \$0.05. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b. covered by a collective bargaining agreement;
  - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

July 2016

**DATE:** December 16, 2015

**SUBJECT:** Publication 213 - Shadow Vehicle Utilization during Mowing Operations

**TO:** District Executives

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

*Richard Roman /s/*

This Strike-off Letter (SOL) is to clarify the requirements for the utilization of shadow vehicles in conjunction with mowing operations along conventional highways as well as freeways and expressways. The attached drawings and notes provide information pertaining specifically to mowing operations. Relief from the shadow vehicle requirement has been provided for mowing along freeways and expressways where the tractor does not encroach upon the shoulder while actively mowing.

Should you have any questions, please contact Matthew Briggs, Work Zones and Regulations Unit, at 717.783.6268.

Attachment

4940/LEF/hmq

cc: Anthony Mento, P.E., Director of Technical Services, FHWA  
Michael Casetellano, P.E., Safety Engineer, FHWA  
Timothy Scanlon, P.E., Director, Traffic Engineering and Operations, PTC  
Jason Wagner, Director, Policy and Government Relations, APC  
Eric Madden, Executive Vice President, APC  
Assistant District Executive – Construction  
Assistant District Executive – Design  
Assistant District Executive – Maintenance  
Maintenance Services Executives  
District Planning and Programming Managers  
District Plans Engineers  
District Traffic Engineers  
District Training Coordinators  
District Safety Coordinators  
District HOP Permit Managers  
County Maintenance Managers  
Richard Kirkpatrick, Press Secretary, Press Office  
Andrew Blum, Policy Specialist, Policy Office  
Daryl St.Clair, P.E., Acting Special Assistant, Highway Administration  
Steven Roth, Assistant Counsel, Office of Chief Counsel  
Richard Roman, P.E., Director, BOMO  
Christopher Norris, Director, BHR  
Cindy Cashman, Director, Legislative Affairs  
Larry Shifflet, Director, Program Development and Management  
Laine Heltebride, Director, Planning and Research  
Penny Morgan, Chief, Safety Division, BHR  
Glenn Rowe, P.E., Chief, Highway Safety and Traffic Operations Division, BOMO  
Kimberly Martin, Chief, Maintenance Performance Division, BOMO  
Jonathan Fleming, Acting Chief, Maintenance Technical Leadership Division, BOMO  
Robert Pento, P.E., Chief, Traffic Engineering and Permit Section, BOMO  
Matthew Briggs, Manager, Work Zones and Regulations Unit, BOMO  
Larry Fagan, Work Zone Specialist, BOMO  
Ryan Palman, Regulations Specialist, BOMO  
David Gaffney, Civil Engineer Trainee, BOMO



## Mowing Operations For Conventional Highways- Notes

1. Mowing operations should be performed without encroaching upon the roadway and/or shoulder whenever possible. A shadow vehicle is required if the tractor utilizes any part of the travel lane to perform the mowing operation. The shadow vehicle is optional when the tractor will remain on or beyond the shoulder while actively mowing.
2. The shadow vehicle shall maintain a reasonable distance from the mower while remaining visible to approaching motorists for a minimum distance shown on the chart below. The mower and shadow vehicle should proceed at approximately the same speed, however shadow vehicle should slow down in advance of vertical or horizontal curves that restrict sight distance. The distance between the shadow vehicle and mower may vary according to terrain and other factors.
3. Where practical and when needed, the shadow vehicle and mower should pull over periodically to allow vehicular traffic to pass.
4. A Mowing Next X Miles (W21-14) sign shall be installed 500' prior to the area to be mowed when a shadow vehicle is not utilized. The mowing operation must remain downstream and within the distance posted on the sign (up to 5 miles maximum). This sign is optional when a shadow vehicle is utilized.
5. An appropriate temporary traffic control sign, such as Lane Closed Do Not Pass (G80-1), Mowing Ahead (W21-8) or Road Work Ahead (W20-1) sign, shall be placed on the rear of the shadow vehicle and mounted in a manner such that it is not obscured by equipment or supplies. The shadow vehicle may be equipped with an arrow panel. If used, operate the arrow panel in Caution Mode when there is a single lane approaching the mowing operation. The arrow panel is to be operated in Merge Mode when there are multiple lanes approaching the mowing operation and the shadow vehicle occupies the right lane. Refer to PATA 012 for arrow panel guidelines.
6. Mowers performing operations that do not require a shadow vehicle may utilize the roadway to navigate around roadside obstacles such as utility poles, traffic signs, etc. without the protection of a shadow vehicle. The operator shall yield the right of way to all vehicles before entering the roadway in accordance with Pennsylvania Consolidated Statutes Title 75 (Vehicle Code) Section 3324 and exit the roadway immediately after passing the obstruction.
7. The mower is required to have a Slow Moving Vehicle Emblem (V1-6-1) mounted to the rear and positioned as near as practicable to the center of the vehicle. A flashing, oscillating or revolving yellow light which is visible from any direction (360° visibility) must be active when mowing is in progress.

### Signs



W20-1



W21-8



W21-14



G80-1

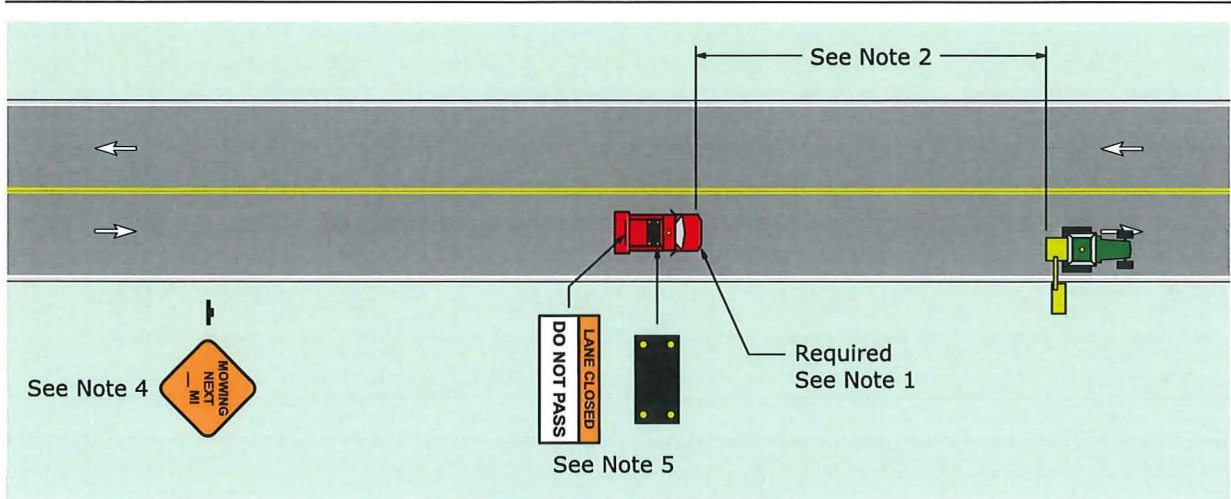


Slow Moving  
Vehicle Emblem  
V1-6-1

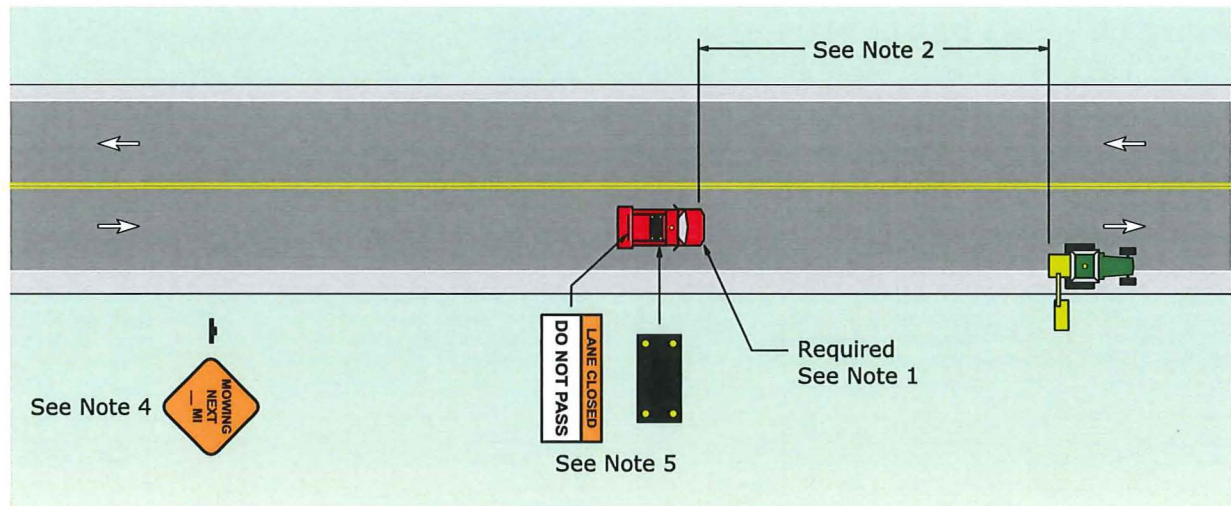
### Shadow Vehicle Visibility To Approaching Drivers

Speed (MPH)	Minimum Distance (Feet)
25	155
30	200
35	250
40	305
45	360
50	425
55	495

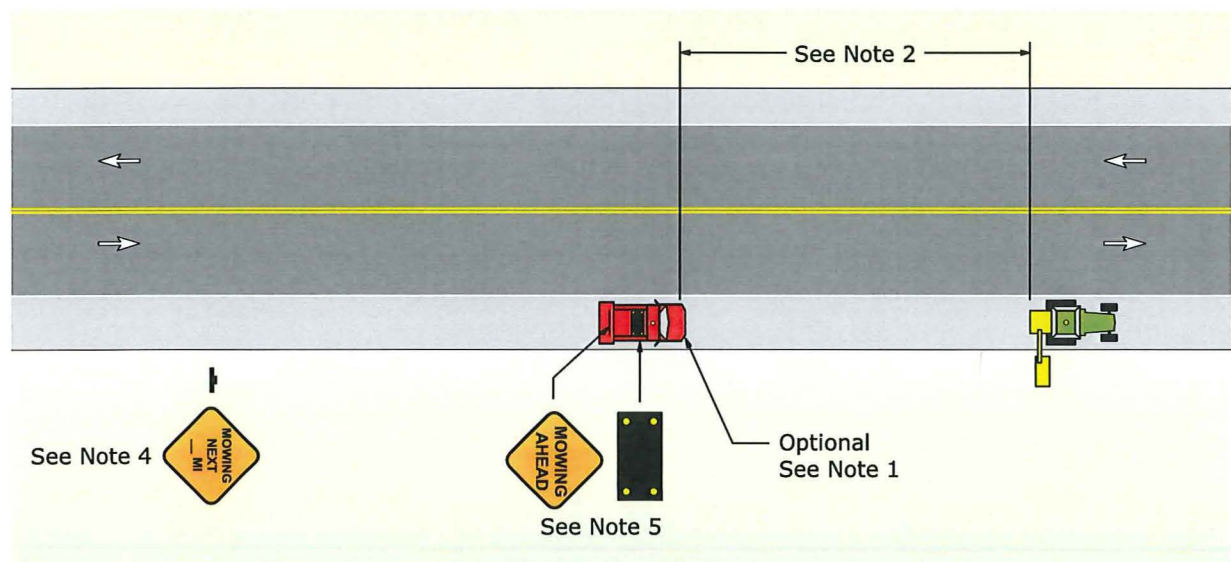
## Mowing Operation Conventional Highways



**Roadway Encroachment:  
Tractor Utilizing The Roadway While Mowing**



**Roadway Encroachment:  
Tractor Utilizing The Roadway And Shoulder While Mowing**



**No Roadway Encroachment:  
Tractor Consistently Remains On Or Beyond The Shoulder While Mowing**



## Mowing Operations For Freeways & Expressways- Notes

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1. Mowing operations are to be performed without encroaching upon the roadway and/or shoulder whenever possible. A shadow vehicle is required if the tractor will encroach upon the shoulder or roadway while performing the mowing operation. The shadow vehicle is optional if the tractor remains beyond the shoulder, although the mowing implement may overlap the shoulder up to 12" while actively mowing.
2. The shadow vehicle shall maintain a distance of 150' to 250' from the mower depending upon the regulatory speed limit while remaining visible to approaching motorists for a minimum distance shown on the chart below. The mower and shadow vehicle should proceed at approximately the same speed, however the shadow vehicle should slow down in advance of vertical or horizontal curves that restrict sight distance. The distance between the shadow vehicle and mower may vary according to terrain and other factors.
3. Mowers performing operations that do not require a shadow vehicle may utilize the shoulder or roadway to navigate around roadside obstacles without the protection of a shadow vehicle. The operator shall yield the right of way to all vehicles approaching on the roadway in accordance with Pennsylvania Consolidated Statutes Title 75 (Vehicle Code) Section 3324. The mower shall exit the roadway immediately after passing the obstruction.
4. At least one warning sign must be visible to drivers while mowing is in progress. If the sign will be placed on the ground, install the Mowing Next X Miles (W21-14) sign 500' prior to the area to be mowed and install this sign on side of the roadway where mowing operations will take place. The mowing operation must remain downstream within the distance shown on the sign (up to 5 miles maximum). If a shadow vehicle will be used, a Mowing Ahead (W21-8) or Road Work Ahead (W20-1) sign may be placed on the rear of the shadow vehicle in lieu of the (W21-14) sign.
5. The shadow vehicle may be equipped with an arrow panel which, if active, shall be operated in caution mode. Refer to PATA 012 for arrow panel guidelines.
6. The mower is required to have a Slow Moving Vehicle Emblem (V1-6-1) mounted to the rear and positioned as near as practicable to the center of the vehicle. A flashing, oscillating or revolving yellow light which is visible from any direction (360° visibility) must be active when mowing is in progress.

### Signs



W20-1



W21-8



W21-14

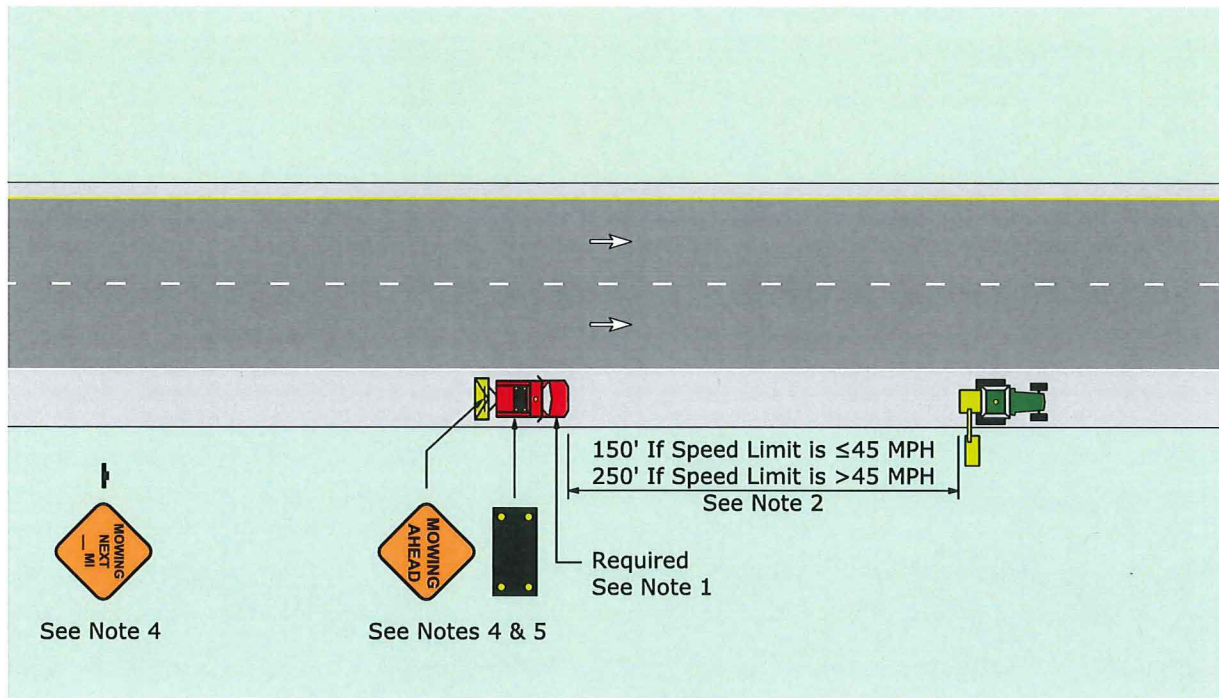


Slow Moving  
Vehicle Emblem  
V1-6-1

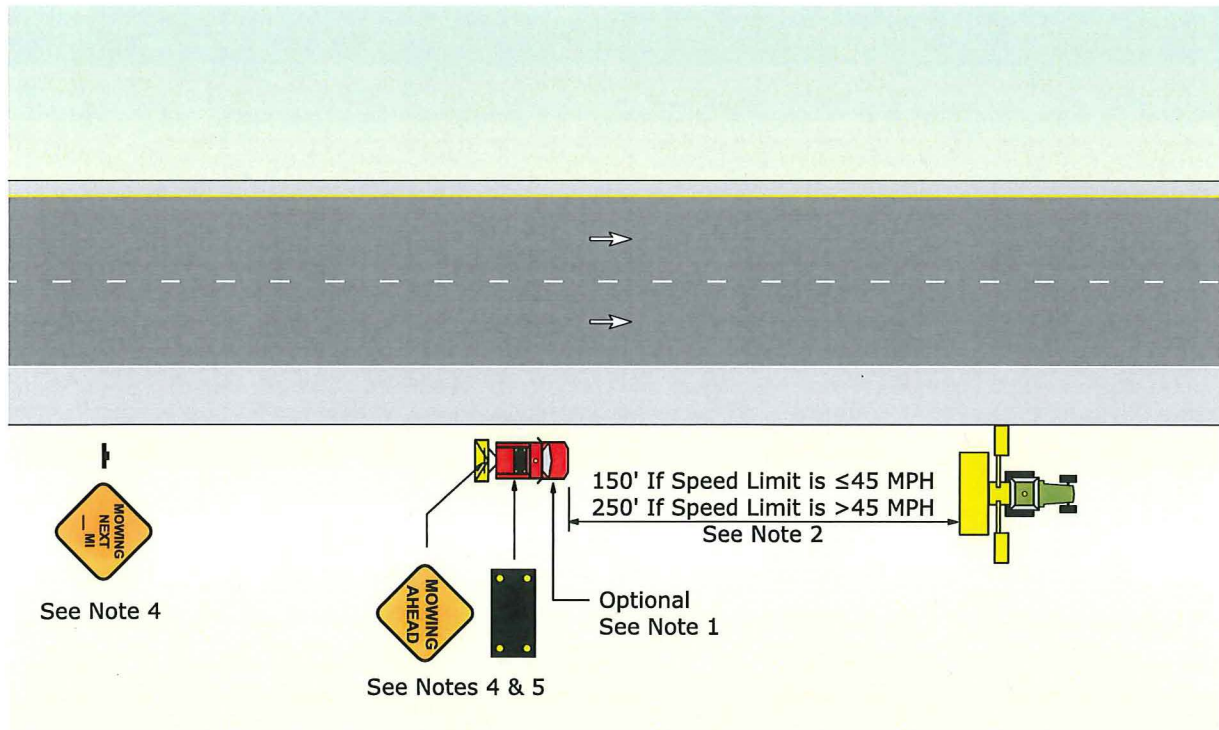
### Shadow Vehicle Visibility To Approaching Drivers

Speed (MPH)	Minimum Distance (Feet)
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730

## Mowing Operation On The Right Side Freeways And Expressways



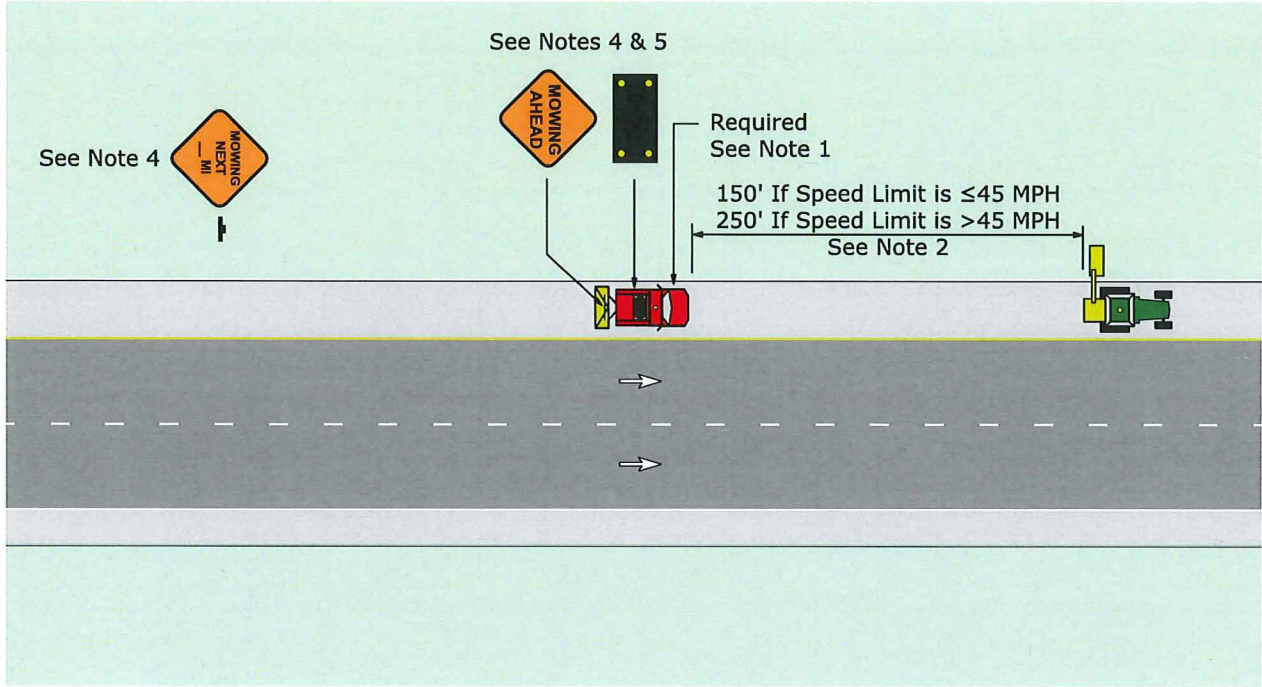
**Shoulder Encroachment:  
Tractor Utilizes Any Part Of The Shoulder While Mowing**



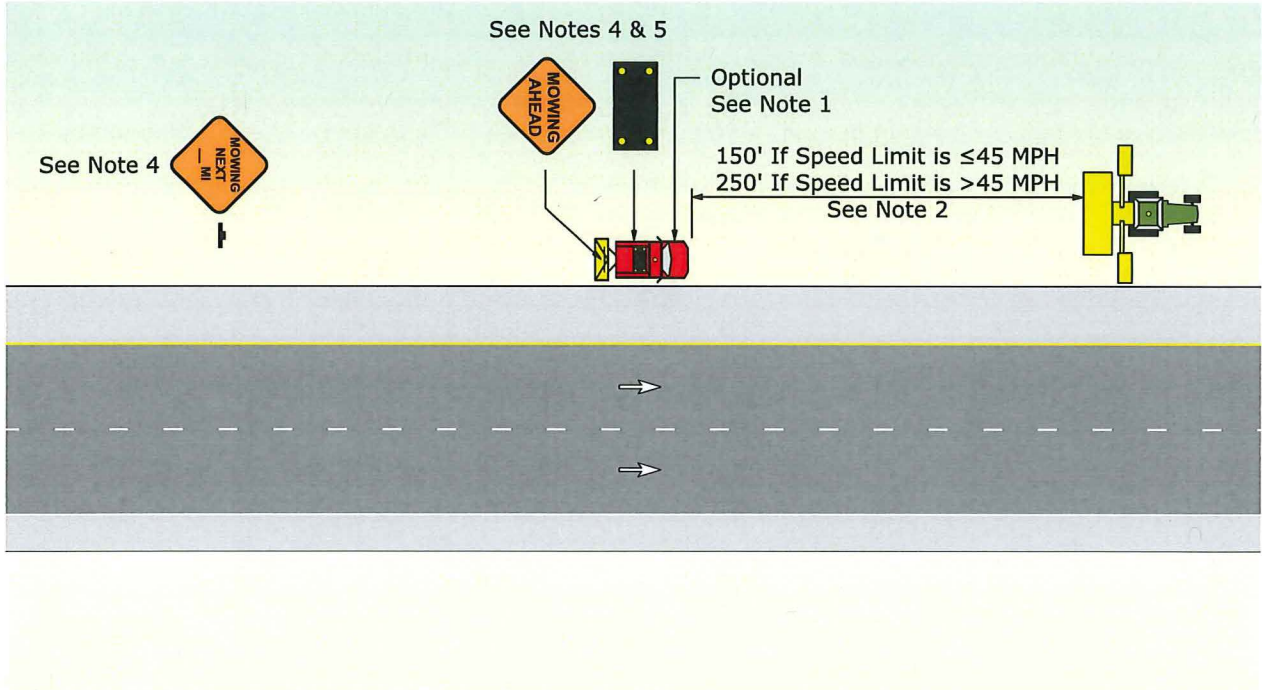
**No Shoulder Encroachment:  
Tractor Consistently Remains Beyond The Shoulder**



# Mowing Operation In The Median Freeways and Expressways



**Shoulder Encroachment:  
Tractor Utilizes Any Part Of The Shoulder While Mowing**



**No Shoulder Encroachment:  
Tractor Consistently Remains Beyond The Shoulder**

# G80-1

## LANE CLOSED DO NOT PASS SIGN

The Lane Closed Do Not Pass Sign (G80-1) may be used in conjunction with mobile operations on conventional highways that occupy the only available travel lane in a particular direction. It may also be used in conjunction with mobile operations on freeways and expressways that occupy all available travel lanes in a particular direction.

On conventional highways, place the sign on the back of the first shadow vehicle a motorist will encounter while approaching the operation. On freeways and expressways, place the sign on the back of the first shadow vehicle in each lane that motorists will encounter while approaching the operation.

The 48"x24" or the 84"x36" size may be used for operations taking place on conventional highways.

The 84"x36" sign may be used for operations taking place on freeways and expressways.



DIMENSIONS - IN										
SIGN SIZE A x B	C	D	E	F	G	H	J	K	BOR- DER	BLANK STD.
48" x 24"	2	5C	1	5	6C	5	18.8	22.2	0.6	B5-4824
84" x 36"	4	6D	2	7	10B	7	27.2	33.5	0.8	—

COLOR:

LEGEND AND BORDER:  
BLACK (NON-REFLECTORIZED)

TOP BACKGROUND:  
ORANGE (REFLECTORIZED)

BOTTOM BACKGROUND:  
WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : *RJP* Date : 9/15/13  
Chief, Traffic Engineering and Permits Section  
Bureau of Maintenance and Operations

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

December 27, 2017

To: Board of Supervisors

From: Mark Miller

RE: Escrow Release #3 Final Release for 1662 East Boot Road

John O'Connell has requested the following items be released in the amount of \$59,337.18 for:

Portions of site preparation  
Erosion Control  
Stormwater Management Basin  
Earthwork  
Septic System Complete  
Driveway Construction  
Miscellaneous

The Township Engineer has recommended the full release in the amount of \$59,337.18

The total remaining in escrow will be \$0.00. This release will be the Final release.

In accordance with the Township-Builders Escrow Agreement for public improvements for the above referenced project, we hereby request public monies to be released from escrow for the following items of work which have been completed:

EGOST 00739  
12/21/2017  
O'Connell, Lot 1  
1668 E. Boot Road

Item Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
<b>1 Site Prep. &amp; Erosion Controls</b>					
a. Demolition	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -
b. Clear & Grubb	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
c. Construction Entrance	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
d. 12" filter sock	\$ 2,900.00	\$ 2,900.00	\$ -	\$ 2,900.00	\$ -
e. 24" filter sock	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -
f. Inlet Protection	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -
g. Sediment trap	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -
h. Concrete wash-out	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -
i. Temp. Const. & Tree Prat. Fence	\$ 2,353.75	\$ 2,353.75	\$ -	\$ 2,353.75	\$ -
j. NAG Erosion Blanket	\$ 1,848.00	\$ -	\$ 1,848.00	\$ 1,848.00	\$ -
k. Temporary Seeding	\$ 1,850.00	\$ -	\$ 1,850.00	\$ 1,850.00	\$ -
l. Maint of E&S measures	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
Subtotal	\$ 40,001.75	\$ 34,253.75	\$ 5,748.00	\$ 40,001.75	\$ -
<b>Combined Site Prep &amp; Erosion Controls This Period - Subtotal</b>			<b>\$ 5,748.00</b>		
<b>2 Earthwork</b>					
a. Strip Topsoil	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
b. Spread Topsoil and Fine Grade	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
c. Permanent Seed	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ -
<b>Combined Earthwork This Period - Subtotal</b>			<b>\$ 1,000.00</b>		
<b>3 Stormwater Management Basin</b>					
a. Stormwater Basin Front	\$ 9,030.00	\$ -	\$ 9,030.00	\$ 9,030.00	\$ -
b. Stormwater Basin Rear	\$ 23,210.00	\$ 23,210.00	\$ -	\$ 23,210.00	\$ -
Subtotal	\$ 32,240.00	\$ 23,210.00	\$ 9,030.00	\$ 32,240.00	\$ -
<b>Combined Stormwater Management Basin This Period - Subtotal</b>			<b>\$ 9,030.00</b>		
<b>4 Septic System Complete</b>					
a. Septic with tanks, etc.	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -
Subtotal	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -
<b>Combined Septic System Complete This Period - Subtotal</b>			<b>\$ 15,000.00</b>		
<b>5 Driveway Construction</b>					
a. Grade and Stone driveway	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -
b. Binder and Wearing Course	\$ 11,250.00	\$ -	\$ 11,250.00	\$ 11,250.00	\$ -
Subtotal	\$ 14,250.00	\$ -	\$ 14,250.00	\$ 14,250.00	\$ -
<b>Combined Driveway Construction This Period - Subtotal</b>			<b>\$ 14,250.00</b>		
<b>6 Miscellaneous</b>					
a. E&S Removal	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -
b. Corner Markers	\$ 850.00	\$ -	\$ 850.00	\$ 850.00	\$ -
c. As-built plan	\$ 850.00	\$ -	\$ 850.00	\$ 850.00	\$ -
e. Trees	\$ 1,400.00	\$ -	\$ 1,400.00	\$ 1,400.00	\$ -
Subtotal	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 3,600.00	\$ -
<b>Combined Miscellaneous This Period - Subtotal</b>			<b>\$ 3,600.00</b>		
SUBTOTAL (Items 1 through 6)	\$ 107,091.75	\$ 58,463.75	\$ 48,628.00	\$ 107,091.75	\$ -
10% CONTINGENCY	\$ 10,709.18	\$ -	\$ 10,709.18	\$ 10,709.18	\$ (0.00)
<b>TOTAL</b>	<b>\$ 117,800.93</b>	<b>\$ 58,463.75</b>	<b>\$ 59,337.18</b>	<b>\$ 117,800.93</b>	<b>\$ (0.00)</b>
<b>APPROVED THIS RELEASE</b>			<b>\$ 59,337.18</b>		



# Memorandum

---

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: 12/21/2017  
To: Board of Supervisors  
From: Mark Gordon, Township Zoning Officer  
Re: SWM Operation and Maintenance Agreements *mlg*

---

Dear Board Members:

I have the following Storm water management Operation and Maintenance Agreement for the Board's approval.

SWM Operation Agreements:  
632 Marydell Dr.

**Draft Motion:**

I move that we authorize the Chairman to execute the storm water management operation and maintenance agreement for 632 Marydell Dr.

1.

1 EAST GOSHEN TOWNSHIP  
2 BOARD OF SUPERVISORS MEETING  
3 1580 PAOLI PIKE  
4 TUESDAY, DECEMBER 19, 2017  
5 DRAFT MINUTES  
6  
7  
8

9 **Present:** Chairman Marty Shane; Vice Chairman Carmen Battavio; Supervisors  
10 Charles (Chuck) Proctor, Janet Emanuel and Mike Lynch; Township Manager Rick  
11 Smith; Finance Director/CFO Jon Altshul; Conservancy Board Chairman Erich  
12 Meyer; Supervisor-Elect David Shuey; Zoning Officer Mark Gordon; Parks &  
13 Recreation Director Jason Lang; Solicitor Kristin Camp.  
14

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

16 Marty called the meeting to order at 7:00 p.m. and asked Jon to lead the pledge of  
17 allegiance.  
18

19 **Moment of Silence**

20 Carmen called for a moment of silence to honor our troops and the victims of  
21 yesterday's train derailment in Washington State.  
22

23 **Recording**

24 None.  
25

26 **Chairman's Report/Announcements**

27 Marty made the following announcements:

- 28 • The Board met in Executive Session prior to tonight's meeting to discuss a  
29 legal and personnel matter;
- 30 • The Township will hold its annual re-organization meeting at 6pm on  
31 January 2<sup>nd</sup>, during which David Shuey and Mike Lynch will be sworn in.
- 32 • East Goshen received a \$500,000 grant from DCNR for improvements to the  
33 Milltown Dam.  
34

35 **Intrduction of Three New Police Officers**

36 Chief Bernot introduced Officers Frank Toth, William Verakakis and Jennifer Wolf as  
37 the newest members of the Westtown-East Goshen Police Department.  
38

39 **Public Hearing on an Amendment to the Zoning Ordinance to Modify Certain  
40 Wall Sign Regulations in the Industrial and Business Park Zoning Districts**

41 The Board held a public hearing on an Amendment to the Zoning Ordinance to  
42 Modify Certain Wall Sign Regulations in the Industrial and Business Park Zoning  
43 Districts. A court reporter was present and will provide a complete transcript of the  
44 hearing. A copy of the transcript will be appended to the minutes of this meeting  
45 once the decision becomes "final, binding and nonappealable".

1 Janet made a motion to approve the zoning ordinance amendment to §240-22. Signs,  
2 for wall signs within the Business Park and Industrial zoning districts of the  
3 Township; removing the height limitations and adjusting the total area requirement  
4 for wall signs on the front wall of a building. Carmen seconded the motion. The  
5 motion passed 5-0.

6  
7 **Malvern Fire Company Report**

8 Carmen reported that in 2017 the Malvern Fire Company has responded to 61 Basic  
9 Life Support calls and 389 Advanced Life Support calls from East Goshen.

10  
11 **Police Report**

12 Chief Bernot reported that she is excited about the technology upgrades in the  
13 department scheduled for next year. Specifically, she noted that WEGO will purchase  
14 body cameras, upgrade its website and offer an app that will allow residents to learn  
15 about crimes and investigations in real time.

16  
17 Chuck noted that the last Police Commission meeting of the year will be held on  
18 December 28<sup>th</sup>. Marty thanked Chuck for his years of service on the Board and the  
19 Police Commission.

20  
21 **Financial Report**

22 Jon provided the November Financial Report. He noted that the General Fund has a  
23 surplus of \$378,881 this year and that his year-end projections are unchanged from  
24 last month. He noted that that the two recent snow events have not resulted in much  
25 overtime. Carmen provided those in attendance with the Township's protocol for  
26 plowing streets.

27  
28 **Consider Paoli Pike Corridor Master Plan**

29 Natasha Manbeck, McMahon Associates, provided an overview of the Paoli Pike  
30 Corridor Master Plan. Janet made a motion to adopt the Paoli Pike Corridor Maser  
31 Plan. The Plan was adopted with the desires and needs of the public and in  
32 accordance with the Township Comprehensive Plan. The Plan is designed to  
33 Connect People, Calm Traffic, Enhance Goshenville and Activate the Corridor. Chuck  
34 seconded the motion.

35  
36 Carmen asked about whether the plan envisioned additional parking in  
37 neighborhoods with trail connections. Janet responded that this issue was given a  
38 lot of thought by the committee. She stressed that it will be a long time before this  
39 plan is realized and that more discussion is needed on this issue. However, she  
40 stated that residents without a trail near their homes would be best off parking at  
41 the Township Park.

42  
43 The motion passed 5-0.

44  
45 **Acknowledge Contribution of Friends of East Goshen**

1 Marty thanked the members of Friends of East Goshen for their hard work this year  
2 in support of Township events and presented Hal Zuber, the President, with a thank  
3 you letter and a framed plaque from the Township.

4  
5 **Consider Resolution 2017-174 regarding Right of Way for North Chester Road**

6 Rick explained that there is a 506 square foot “gap” property at the corner of North  
7 Chester Road and Paoli Pike that has no legal owner and that the Township would  
8 need to adopt the attached right-of-way resolution in order to obtain a trail  
9 easement over the property. Janet made a motion to approve Resolution 2017-174.  
10 Carmen seconded the motion.

11  
12 Kay Whittle, 1626 E. Strasburg Rd, asked whether it was safe to have an easement  
13 on this parcel.

14  
15 The motion passed 5-0.

16  
17 **Acknowledge Receipt of Report from Emergency Management Coordinator**

18 The Board acknowledged receipt of a report from Kevin Miller, the Township’s  
19 Emergency Management Coordinator, regarding the Mariner East Pipeline.

20  
21 **Consider Resolution in opposition to House Bill 1620**

22 Rick explained that HB 1620 would take away local control over zoning and land use  
23 for Distributed Antenna Systems (DAS) in Pennsylvania. Specifically, the bill would  
24 provide DAS operators with full access to Township right-of-ways, as if the  
25 operators were utilities, despite the fact that the PUC recently found them not to be  
26 utilities.

27  
28 Carmen made a motion to oppose HB 1620 and to notify our state delegation of our  
29 opposition. Mike seconded the motion. The motion passed 5-0.

30  
31 **Any Other Matter**

32 Rick reported that Sunoco completed the pullback of its line at New Kent  
33 Apartments just prior to tonight’s meeting.

34  
35 Carmen raised concerns about a hunter—most likely not associated with the  
36 Township’s deer management program—killing small fawns, some weighing as little  
37 as 15-20 pounds in the Bow Tree area. He stated that he was trying to gather more  
38 information about this issue and would have more to report soon.

39  
40 **Public Comment**

41 Marty stated that moving forward the Board would refrain from engaging residents  
42 in endless discussions about topics about which the answer was unknown or  
43 unclear during Public Comment. Items that merit more research would be put on  
44 the agenda for the next scheduled BOS meeting. Mike suggested that language about  
45 this policy be included in every agenda.

1 **Approval of Minutes of December 4, 2017 and December 5, 2017**

2 Carmen made a motion to approve the minutes of December 4th, as corrected. Janet  
3 seconded. The motion passed 5-0. Mike made a motion to approve the minutes of  
4 December 5th, as corrected. Carmen seconded. The motion passed 5-0.

5  
6 The Board agreed to provide Jon with edits to draft meeting minutes by 4pm the day  
7 of public meetings in order to save time during meetings.

8  
9 **Treasurer's Report of December 14, 2017**

10 Carmen moved to graciously accept the Treasurer's Report and the Expenditure Register  
11 Report as recommended by the Treasurer, to accept the receipts and to authorize payment  
12 of the invoices just reviewed. Janet seconded. The motion passed 5-0.

13  
14 **Correspondence, Reports of Interest**

15 The Board acknowledged the following correspondence and reports of interest:

- 16 • Adelpia Gateway – Status Report  
17 • Audit Report for Keystone Collections Group

18  
19 **Adjournment**

20 There being no further business, Janet motioned to adjourn the meeting at 8:35 pm.  
21 Mike seconded the motion. The motion passed 5-0.

22  
23 Respectfully submitted,  
24 *Jon Altshul*  
25 *Recording Secretary*

26  
27 Attachments: December 14, 2017 Treasurer's Report  
28

December 14, 2017

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

**GENERAL FUND**

Real Estate Tax	\$2,103.73
Earned Income Tax	\$210,928.35
Local Service Tax	\$7,524.82
Transfer Tax	\$40,966.95
General Fund Interest Earned	\$5,776.30
Total Other Revenue	\$30,485.94
<b>Total Receipts:</b>	<b>\$297,786.09</b>

Accounts Payable	\$230,481.39
<u>Electronic Pmts:</u>	
Credit Card	\$0.00
Postage	\$0.00
Debt Service	\$9,460.82
Payroll	\$117,774.34
<b>Total Expenditures:</b>	<b>\$357,716.55</b>

**STATE LIQUID FUELS FUND**

Receipts	\$0.00
Interest Earned	\$5,128.49
<b>Total State Liquid Fuels:</b>	<b>\$5,128.49</b>

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

Receipts	\$0.00
Interest Earned	\$4,062.02
<b>Total Sinking Fund:</b>	<b>\$4,062.02</b>

Accounts Payable	\$29,763.29
Credit Card	\$0.00
<b>Total Expenditures:</b>	<b>\$29,763.29</b>

**TRANSPORTATION FUND**

Receipts	\$0.00
Interest Earned	\$436.61
<b>Total Sinking Fund:</b>	<b>\$436.61</b>

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

Receipts	\$90,171.21
Interest Earned	\$131.36
<b>Total Sewer:</b>	<b>\$90,302.57</b>

Accounts Payable	\$55,172.72
Debt Service	\$28,342.19
Credit Card	\$0.00
<b>Total Expenditures:</b>	<b>\$83,514.91</b>

**REFUSE FUND**

Receipts	\$30,375.84
Interest Earned	\$19.90
<b>Total Refuse:</b>	<b>\$30,395.74</b>

Expenditures:	<b>\$66,167.71</b>
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**BOND FUND**

Receipts	\$0.00
Interest Earned	\$6,073.55
<b>Total Refuse:</b>	<b>\$6,073.55</b>

Expenditures:	<b>\$53,676.57</b>
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**SEWER SINKING FUND**

Receipts	\$0.00
Interest Earned	\$497.35
<b>Total Sewer Sinking Fund:</b>	<b>\$497.35</b>

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

Receipts	\$0.00
Interest Earned	\$429.39
<b>Total Operating Reserve Fund:</b>	<b>\$429.39</b>

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

Receipts	\$0.00
Interest Earned	\$3.11
<b>Total Operating Reserve Fund:</b>	<b>\$3.11</b>

Expenditures:	<b>\$0.00</b>
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1

December 28, 2017

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

**GENERAL FUND**

Real Estate Tax	\$1,631.66
Earned Income Tax	\$18,500.00
Local Service Tax	\$0.00
Transfer Tax	\$0.00
General Fund Interest Earned	\$0.00
Total Other Revenue	\$959,247.86
Total Receipts:	<u>\$979,379.52</u>

Accounts Payable	\$593,792.97
Electronic Pmts:	
Credit Card	\$7,136.37
Postage	\$0.00
Debt Service	\$0.00
Payroll	\$118,343.11
Total Expenditures:	<u>\$719,272.45</u>

**STATE LIQUID FUELS FUND**

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

Expenditures:	<u>\$530,872.51</u>
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**SINKING FUND**

Receipts	\$350,698.84
Interest Earned	\$0.00
Total Sinking Fund:	<u>\$350,698.84</u>

Accounts Payable	\$187.48
Credit Card	\$188.88
Total Expenditures:	<u>\$376.36</u>

**TRANSPORTATION FUND**

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

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

Receipts	\$109,941.79
Interest Earned	\$0.00
Total Sewer:	<u>\$109,941.79</u>

Accounts Payable	\$309,844.97
Debt Service	\$0.00
Credit Card	\$0.00
Total Expenditures:	<u>\$309,844.97</u>

**REFUSE FUND**

Receipts	\$11,827.06
Interest Earned	\$0.00
Total Refuse:	<u>\$11,827.06</u>

Expenditures:	<u>\$30,405.87</u>
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**BOND FUND**

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

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

Receipts	\$210,816.20
Interest Earned	\$0.00
Total Sewer Sinking Fund:	<u>\$210,816.20</u>

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

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

Expenditures:	<u>\$0.00</u>
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**EVENTS FUND**

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

Expenditures:	<u>\$0.00</u>
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**EAST GOSHEN TOWNSHIP  
MEMORANDUM**

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**TO:** BOARD OF SUPERVISORS  
**FROM:** BRIAN MCCOOL  
**SUBJECT:** PROPOSED PAYMENTS OF BILLS  
**DATE:** 12-28-2017

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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 annual transfer to the Sinking Fund for depreciation totaling \$309,433 and \$241,632.92 for the December contribution to WEGO.

Please note that we are not recommending approval of one payment in the amount of \$19,862 to the WEGO pension plan (Batch 4, page 5). This payment was intended to reflect fine revenue generated from commercial vehicle inspections in East Goshen over the past several years, which is earmarked for the police pension plan, per the 2013 agreement with Westtown. However, based on the discussion at the 12/28/17 Police Commission meeting, it was determined that this amount was wrong. Accordingly, the payment has been voided and a replacement check in the amount of \$2,338 will be processed for consideration at the next BOS meeting.

State Liquid Fuel Fund expenses of \$530,873 reflect the annual zeroing out of this fund. The offsetting revenues are reflected in the General Fund "Total Other Revenue" line.

General Fund revenues includes the annual transfer from State Liquid Fuels totaling \$530,873 and reimbursement from Goshen Fire for 4<sup>th</sup> quarter expenses totaling \$390,296.

State Liquid Fuel Fund expenses of \$530,873 reflect the annual zeroing out of this fund. The offsetting revenues are reflected in the General Fund "Total Other Revenue" line, as noted above.

Sewer Fund expenses include \$210,816 for the annual transfer to the Sewer Sinking Fund. Sewer Fund revenues includes the annual reimbursement for 28 % of the debt service on the 1998 note from the Municipal Authority in the amount of \$55,988. This note is now paid in full.

4<sup>th</sup> quarter reimbursements were made to the General Fund from the Sewer Fund (\$96,309), the Refuse Fund (\$16,069) and the Municipal Authority (\$7,724). Please note the revenue has not yet been recorded in the General Fund, as of the cut-off time for this meeting (it will be reflected as 2017 revenue in the next Treasurer's Report).

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



Report Date 12/01/17

Expenditures Register  
GL-1712-60986

PAGE 1

MARP05 run by BARBARA 1 : 24 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
1471				WESTTOWN-EAST GOSHEN POLICE						
	53386	1	01410 5300	POLICE GEN.EXPENSE	120117	12/01/17	12/01/17	12/01/17	14486 p	241,632.92
				DECEMBER 2017 CONTRIBUTION						
										241,632.92
										241,632.92
										1 Prepays, totaling 241,632.92
										0 Printed, totaling 0.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	241,632.92	GENERAL FUND
		-----	
		241,632.92	

PERIOD SUMMARY

Period	Amount
1712	241,632.92
-----	
	241,632.92

Report Date 12/20/17

Expenditures Register  
GL-1712-61221

PAGE 1

MARP05 run by BARBARA 1 : 57 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
2055				UNIVEST CORP						
	53566	1	01411 6000	VOLUNTEER FIREFIGHTER WORKERS COMP	4568	12/20/17		12/20/17		2,311.00
				2018 WORKER'S COMP SERVICE FEE						
	53567	1	01401 3500	INSURANCE - BONDING	4616	12/20/17		12/20/17		1,619.00
				2018 PUBLIC OFFICIAL BONDING L.SMITH						
										3,930.00
										3,930.00
										0 Printed, totaling 3,930.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	3,930.00	GENERAL FUND
		3,930.00	

PERIOD SUMMARY

Period	Amount
1712	3,930.00
	3,930.00

Report Date 12/27/17

Expenditures Register  
GL-1712-61294

PAGE 1

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
2055				UNIVEST CORP						
	53571	1	01401 3500	INSURANCE - BONDING	4615	12/27/17		12/27/17		5,338.00
				PUBLIC OFFICIAL - JON ALTSHUL BOND						
				RENEWAL 2018						
										5,338.00
										5,338.00
										5,338.00
0 Printed, totaling										5,338.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	5,338.00	GENERAL FUND
		5,338.00	

PERIOD SUMMARY

Period	Amount
1712	5,338.00
	5,338.00

Report Date 12/27/17

Expenditures Register  
GL-1712-61299

PAGE 1

MARP05 run by BARBARA 4 : 20 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
1903				ALTHOUSE, GARY						
	53574	1	01401 3000	GENERAL EXPENSE	120717	12/27/17		12/27/17		6.53
				TOLLS FOR PENNBOC MTG. 12/7/17						
	53575	1	01414 3000	CODE BOOKS/OTHER	121417-2	12/27/17		12/27/17		95.00
				REIMBURSMNT FOR ICC CERT RENEWALS						
										101.53
82				ASSOCIATED TRUCK PARTS						
	53573	1	01430 2330	VEHICLE MAINT AND REPAIR	198547	12/27/17		12/27/17		72.89
				LONG STROKE WELDED CLEVIS						
										72.89
266				CCHPN						
	53579	1	01462 3000	MEMBERSHIPS/SUBS	123117	12/27/17		12/27/17		85.00
				2018 CCHPN MUNICIPAL MEMBERSHIP						
										85.00
3488				CINTAS CORPORATION #287						
	53580	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	287844265	12/27/17		12/27/17		78.49
				WEEK END 12/13/17 CLEAN MATS						
	53580	2	01487 1910	UNIFORMS	287844265	12/27/17		12/27/17		430.26
				WEEK END 12/13/17 CLEAN UNIFORMS						
										508.75
293				COLONIAL ELECTRIC SUPPLY						
	53581	1	01409 3745	PW BUILDING - MAINT REPAIRS	11794438	12/27/17		12/27/17		1,120.50
				HIGH BAY LED LIGHTS						
										1,120.50
2491				COMCAST 8499-10-109-0107472						
	53582	1	01401 3210	COMMUNICATION EXPENSE	121017	12/27/17		12/27/17		10.51
				0107472 12/17/17 - 1/16/18 PW TV						
										10.51
428				EAST GOSHEN TOWNSHIP - SINKING FUND						
	53583	1	01401 7400	CAP REPLACEMENT - OFFICE EQUIP	122617	12/27/17		12/27/17		10,901.12
				ANNUAL XFER TO CAPITAL RESERVE FOR DEPRECIATION 2017						
	53583	2	01409 7450	CAP PURCHASE - TWP BLDG	122617	12/27/17		12/27/17		38,940.98
				ANNUAL XFER TO CAPITAL RESERVE FOR DEPRECIATION 2017						
	53583	3	01409 7400	CAP REPLACEMENT - TWP BLDG	122617	12/27/17		12/27/17		54,957.28
				ANNUAL XFER TO CAPITAL RESERVE FOR DEPRECIATION 2017						

Report Date 12/27/17

Expenditures Register  
GL-1712-61299

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MARP05 run by BARBARA 4 : 20 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
428		EAST GOSHEN TOWNSHIP - SINKING FUND								
53583	4	01430	7400	CAP REPLACEMENT - HWY EQUIP ANNUAL XFER TO CAPITAL RESERVE FOR DEPRECIATION 2017	122617	12/27/17		12/27/17		166,751.04
53583	5	01430	7450	CAP PURCHASE - HWY EQUIP ANNUAL XFER TO CAPITAL RESERVE FOR DEPRECIATION 2017	122617	12/27/17		12/27/17		23,700.75
53583	6	01454	7400	CAPITAL REPLACEMENT - PARK & REC ANNUAL XFER TO CAPITAL RESERVE FOR DEPRECIATION 2017	122617	12/27/17		12/27/17		14,181.47
										309,432.64
473		FASTSIGNS								
53585	1	01401	2100	MATERIALS & SUPPLIES ENGRAVED NAMEPLATES - DAVID SHUEY	368-51107	12/27/17		12/27/17		38.10
										38.10
2631		GRAPHIC IMPRESSIONS OF AMERICA INC.								
53587	1	01401	2100	MATERIALS & SUPPLIES BUSINESS CARDS -K.MILLER & M.HOLMES	17-9148	12/27/17		12/27/17		84.00
										84.00
617		HERSHEY'S MILL GOLF CLUB								
53588	1	01401	3410	ABC APPRECIATION EVENT 2017 HOLIDAY PARTY	121917	12/27/17		12/27/17		11,012.00
										11,012.00
638		HOME DEPOT CREDIT SERVICES								
53589	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS TWP.BUILDING WINDOW REPLACEMENT	121317	12/27/17		12/27/17		20.98
53589	2	01437	2460	GENERAL EXPENSE - SHOP MULTI-USE SPRAYERS, SCREWS, MASON LINE, BLUE TARP, HEX HEAD & LUMBER	121317	12/27/17		12/27/17		272.88
										293.86
1631		KRAPP'S COACHES								
53591	1	01452	3020	TRIPS BALANCE DUE NYC TRIP 12/9/17	19697	12/27/17		12/27/17		3,024.00
										3,024.00

Report Date 12/27/17

Expenditures Register  
GL-1712-61299

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MARP05 run by BARBARA 4 : 20 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
787	53593	1	01409 3740	LOW-RISE ELEVATOR CO. INC TWP. BLDG. - MAINT & REPAIRS BASIC MAINTENANCE - DECEMBER 2017	73831	12/27/17		12/27/17		40.00
										40.00
3921	53592	1	01401 3000	LYNCH, MICHAEL GENERAL EXPENSE REIMBURSEMNT FOR LUNCH MEETING	122117	12/27/17		12/27/17		100.96
										100.96
800	53595	1	01438 2455	MACANGA INC. MATER. & SUPPLY-RESURFAC. SEALING, LABOR & AC 20 9/23/17	092717	12/27/17		12/27/17		1,241.00
										1,241.00
936	53596	1	01401 3120	NATURAL LANDS TRUST CONSULTING SERVICES EAST GOSHEN POND STUDY PROJECT	DEC15RT1	12/27/17		12/27/17		6,362.34
										6,362.34
3823	53597	1	01401 3840	NEOPOST USA INC. RENTAL OF EQUIP. -OFFICE POSTAGE MACHINE RENTAL 10/20/17 - 1/18/18	N6905166	12/27/17		12/27/17		497.82
										497.82
3887	53598	1	01487 4600	NEUMANN UNIVERSITY TRAINING & SEMINARS-EMPTY SPRING 2018 SESSION 1 - MIKE HOLMES	1302466 S18-1	12/27/17		12/27/17		1,500.00
	53599	1	01487 4600	TRAINING & SEMINARS-EMPTY SPRING 2018 SESSION 2 - MIKE HOLMES	1302466 S18-2	12/27/17		12/27/17		1,500.00
										3,000.00
3548	53600	1	01401 3000	OFFICE BASICS GENERAL EXPENSE FRAME - FRIENDS OF EAST GOSHEN	I-794375	12/27/17		12/27/17		11.28
										11.28

Report Date 12/27/17

Expenditures Register  
GL-1712-61299

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MARP05 run by BARBARA 4 : 20 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1554				OFFICE DEPOT						
	53601	1	01401 2100	MATERIALS & SUPPLIES DESKPAD, ENVELOPES W/CLASPS, TONER, SHARPIES & ERASERS	987124643001	12/27/17		12/27/17		167.09
	53602	1	01401 2100	MATERIALS & SUPPLIES DESK CALENDAR, TONER & MANILLA FOLDERS	989050213001	12/27/17		12/27/17		91.83
	53603	1	01401 2100	MATERIALS & SUPPLIES ERASERS	987124926001	12/27/17		12/27/17		1.99
-----										260.91
1065				PETTY CASH						
	53604	1	01401 2100	MATERIALS & SUPPLIES	120117	12/27/17		12/27/17		31.10
	53604	2	01401 3410	"FINANCE DIRECTOR" SIGN ABC APPRECIATION EVENT	120117	12/27/17		12/27/17		58.80
	53604	3	01401 3250	USPS STAMPS FOR ABC EVENT INVITES POSTAGE	120117	12/27/17		12/27/17		-1.47
	53604	4	01401 3010	STAMP PURCHASES NEIGHBORHOOD UNIVERSITY	120117	12/27/17		12/27/17		129.94
	53604	5	01487 4600	COOKIES, SODA & PRETZELS FOR NEIGH- BORHOOD UNIVERSITY CLASSES	120117	12/27/17		12/27/17		100.00
	53604	6	01401 3210	TRAINING & SEMINARS-EMPTY ADVANCE FOR PW PENN STATE CLASSES	120117	12/27/17		12/27/17		11.95
	53604	7	01437 2460	COMMUNICATION EXPENSE PHONE CABLES FOR M.MILLER	120117	12/27/17		12/27/17		19.32
-----										349.64
3181				ROTHWELL DOCUMENT SOLUTIONS						
	53605	1	01401 3840	RENTAL OF EQUIP. -OFFICE LANIER/SP8300DN - 12/18/17-3/17/18 BASE RATE	113293	12/27/17		12/27/17		79.00
	53605	2	01401 3840	RENTAL OF EQUIP. -OFFICE LANIER/SP8300DN - 9/18/17-12/17/17 CONTRACT CHARGE	113293	12/27/17		12/27/17		23.42
	53605	3	01401 3840	RENTAL OF EQUIP. -OFFICE LANIER/MPC5503 9/18/17-12/17/17 CONTRACT CHARGE	113293	12/27/17		12/27/17		1,517.55
	53605	4	01401 3840	RENTAL OF EQUIP. -OFFICE FREIGHT CHARGE	113293	12/27/17		12/27/17		7.50
-----										1,627.47

Report Date , 12/27/17

Expenditures Register  
GL-1712-61299

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MARP05 run by BARBARA 4 : 20 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
3834				STANDARD INSURANCE CO., THE						
	53607	1	01486 1560	HEALTH, ACCID. & LIFE JANUARY 2018 PREMIUM	121917	12/27/17		12/27/17		3,288.69
	53607	2	01213 1010	VOL. LIFE INSURANCE W/H JANUARY 2018 PREMIUM	121917	12/27/17		12/27/17		166.73
										3,455.42
3922				TD AMERITRADE FBO 913020442						
	53610	1	01410 5300	POLICE GEN. EXPENSE COMMERCIAL VEHICLE INSPECT. FINES 2013-2017 PER AGREEMNT W/ WESTTOWN	122617	12/27/17		12/27/17		19,862.00
										19,862.00

**VOIDED.**

12/28 POLICE COMM MEETING AND PAYMENT  
THIS PAYMENT  
WILL BE  
RECALCULATED PER THE  
WILL BE  
REMADE IN  
EARLY  
2018



Report Date, 12/27/17

Expenditures Register  
GL-1712-61299

MARP05 run by BARBARA 4 : 20 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03				SINKING FUND						
638				HOME DEPOT CREDIT SERVICES						
	53589	3	03454 7450	CAPITAL PURCHASE - PARK & REC	121317	12/27/17		12/27/17		187.48
				STD.PRIME DOUGLAS FIR & REFUND FOR						
				2X10 GDF - PARK BRIDGE						
										187.48

Report Date 12/27/17

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MARP05 run by BARBARA 4 : 20 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05				SEWER OPERATING						
2918	53572	1	05422 4500	ALS ENVIRONMENTAL R.C. STP-CONTRACTED SERV. LAB TESTING RCSTP 11/21-12/2/17	40-2216439	12/27/17		12/27/17		196.00
										196.00
151	53576	1	05422 4502	BLOENSKI DISPOSAL CO, CHARLES R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS WITH LINER 12/11/17	16349	12/27/17		12/27/17		181.00
										181.00
241	53577	2	05422 4502	C.C. SOLID WASTE AUTHORITY R.C. SLUDGE-LAND CHESTER WEEK 12/8/17 - 12/15/17	49265	12/27/17		12/27/17		676.70
	53578	2	05422 4502	R.C. SLUDGE-LAND CHESTER WEEK 12/1/17 - 12/7/17	49187	12/27/17		12/27/17		791.94
										1,468.64
3012	53584	1	05429 0710	EAST GOSHEN TWP.- SEWER CAPITAL RESERVE TRANSFER TO SINKING FUND ANNUAL XFER TO SEWER SINKING FUND	122617	12/27/17		12/27/17		210,816.20
										210,816.20
2439	53609	1	05422 3601	VERIZON -7041 R.C. COLLEC.-UTILITIES DEC.7, 2017 - JAN. 6, 2018	120717-7041	12/27/17		12/27/17		204.13
										204.13

Report Date 12/27/17

Expenditures Register  
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MARP05 run by BARBARA 4 : 20 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
06				REFUSE						
241				C.C. SOLID WASTE AUTHORITY						
	53577	1	06427 4502	LANDFILL FEES WEEK 12/8/17 - 12/15/17	49265	12/27/17		12/27/17		6,487.44
	53578	1	06427 4502	LANDFILL FEES WEEK 12/1/17 - 12/7/17	49187	12/27/17		12/27/17		4,320.08
										10,807.52
1354				CHESTER COUNTY, TREASURER OF						
	53608	1	06427 4503	COUNTY-HAZARD.WASTE PROG. SE PA HAZARDOUS WASTE COLLECTION EVENTS 6/23/17 - 10/14/17	2017-2	12/27/17		12/27/17		3,158.18
										3,158.18
3917				LIEBMAN, PAUL						
	53594	1	06427 4500	CONTRACTED SERV. REIMBURSMNT FOR REPLACED TRASHCAN	112117	12/27/17		12/27/17		21.17
										21.17
										589,632.94
										0 Printed, totaling 589,632.94

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	362,592.62	GENERAL FUND
03	03	187.48	SINKING FUND
05	05	212,865.97	SEWER OPERATING
06	06	13,986.87	REFUSE
		589,632.94	

PERIOD SUMMARY

Period	Amount
1712	589,632.94
	589,632.94

Report Date 12/28/17

Expenditures Register  
GL-1712-61315

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05				SEWER OPERATING						
425				EAST GOSHEN TOWNSHIP - GENERAL						
53613	1	05420	1400	C.C. METERS -WAGES 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	218.01
53613	2	05420	2510	C.C. METERS -VEHICLE OPER. 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	239.15
53613	3	05420	1402	C.C. COLLECTION - WAGES 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	6,981.77
53613	4	05420	2512	C.C. COLLEC.-VEHICLE OPER. 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	4,129.26
53613	5	05420	1405	ASHBRIDGE WAGES 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	6,470.38
53613	6	05420	2515	ASHBRIDGE - VEHICLE OPER 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	6,488.77
53613	7	05420	1406	MILL VALLEY - WAGES 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	2,779.06
53613	8	05420	2516	MILL VALLEY - VEHICLE OPER 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	2,226.82
53613	9	05422	1401	R.C. COLLEC.- WAGES 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	10,571.78
53613	10	05422	2511	R.C. COLLEC-VEHICLE OPER. 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	8,953.64
53613	11	05422	1402	R.C. COLLECTIONS WAGES I&I 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	1,443.43
53613	12	05422	2510	R.C. STP-VEHICLE OPER. 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	430.47
53613	13	05429	1401	PA ONE CALL - WAGES 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	470.36
53613	14	05429	1400	ADMIN.- WAGES 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	19,932.36
53613	15	05429	3730	ADMIN.-BLDG.OVERHEAD 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	17,757.37
53613	16	05422	1402	R.C. COLLECTIONS WAGES I&I 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	3,001.07
53613	17	05422	2512	R.C. COLLECT.-VEH OPERATING - I&I 4TH QTR.2017 REIMBURSMNT FR: SEWER	122817-S	12/28/17	12/28/17	12/28/17	3228	4,215.37
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										96,309.07

Report Date 12/28/17

Expenditures Register  
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
06		REFUSE								
425				EAST GOSHEN TOWNSHIP - GENERAL						
53612	1	06427	1400	REFUSE - WAGES 4TH QTR.2017 REIMBURSMNT FR: REFUSE	122817-R	12/28/17	12/28/17	12/28/17	563	13,554.00
53612	2	06427	3730	ADMIN.BLDG.OVERHEAD 4TH QTR.2017 REIMBURSMNT FR: REFUSE	122817-R	12/28/17	12/28/17	12/28/17	563	2,515.00
										16,069.00

Report Date 12/28/17

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
07				MUNICIPAL AUTHORITY						
425				EAST GOSHEN TOWNSHIP - GENERAL						
	53611	1	07424 1400	ADMINISTRATIVE WAGES	123117-M	12/28/17	12/28/17	12/28/17	3109	7,724.00
				4TH QTR.2017 REIMBURSMNT FROM MA						
										7,724.00
										120,102.07
3 Printed, totaling										120,102.07

FUND SUMMARY

Fund	Bank Account	Amount	Description
05	05	96,309.07	SEWER OPERATING
06	06	16,069.00	REFUSE
07	07	7,724.00	MUNICIPAL AUTHORITY
		120,102.07	

PERIOD SUMMARY

Period	Amount
1712	120,102.07
	120,102.07

# ACH DEBITS TO GENERAL FUND

Attachment 1

Meeting Date

1/2/2018

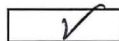
12/1 - 12/31-17

01 Trx#	Amount Charged	Date	Name	Description
60985	80.00	12/3/2017	PRIMEPAY	MISC. EMPLOYEE BENEFITS
61305	27.90	12/4/2017	AUTHNET CRED.CARD FEES - NOV. 17	CRED.CARD BANK CHARGES
61306	53.53	12/4/2017	BANKCRD CRED CARD FEES NOV. 17	CRED.CARD BANK CHARGES
	<u>\$ 161.43</u>			
05 Trx#				
61308	71.42	12/16/2017	SAFEGUARD CHECK ORDER	SEWER FUND CKS.
61308	248.51	12/26/2017	SAFEGUARD CHECK ORDER	SEWER FUND CKS.
61006	350.00	12/1/2017	LOCKBOX - NOVEMBER 2017	LOCKBOX FEES FOR S/R
	<u>\$ 669.93</u>			
06 Trx#				
61007	350.00	12/1/2017	LOCKBOX - NOVEMBER 2017	LOCKBOX FEES FOR S/R
	<u>\$ 350.00</u>			

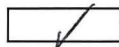
PLGIT 1107.1010

DATE	DESCRIPTION	TOTAL	1401.3010	1407.2130	1409.3745	1430.2330	1437.2600	1452.3601	1452.3720	1454.3740	1487.1910	3409.7450
<b>RICK SMITH</b>												
11/18/17	WebSolutions Domain name (eastgoshentownship .org)**	-184.95		-184.95								
11/12/17	B&H Photo - Security Cameras - M.Miller	188.88										188.88
**	Refiund											
		\$3.93										
<b>MARK MILLER</b>												
11/24/17	AT&T DATA - Steve Walker	30.00		30.00								
11/1/17	Contractors Tools - Pipe Laser	3,488.12					3,488.12					
11/1/17	CVS - Candy for Neighborhood University	40.23	40.23									
11/13/17	East Coast Rack - Uprights, bolts & pins	1,215.00			1,215.00							
11/10/17	Kirby Built Products - Basket Trash can holders - Park	2,197.73								2,197.73		
11/15/17	Wiggins - Auto Tags	36.00				36.00						
11/22/17	Lands End - Thermal pullovers	212.20									212.20	
		\$7,219.28										
<b>JASON LANG</b>												
11/17/17	Home Depot - Lawn bags - Neighbor to Neighbor Day	63.04						63.04				
11/20/17	Sign Gypsies - Christmas Tree Lighting	39.00							39.00			
		\$102.04										
	<b>GRAND TOTAL</b>	<b>7,325.25</b>	<b>40.23</b>	<b>-154.95</b>	<b>1,215.00</b>	<b>36.00</b>	<b>3,488.12</b>	<b>63.04</b>	<b>39.00</b>	<b>2,197.73</b>	<b>212.20</b>	<b>188.88</b>

J/E's made



Add to Master Cred.Card List



03 fund to reimburse 01 for these charges







COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF THE GOVERNOR  
HARRISBURG

DEC 18 2017

THE GOVERNOR

December 14, 2017

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

Dear Mr. Smith:

Thank you for sending me the East Goshen Township Board of Supervisor's Resolution #2017-170, in support of policy changes regarding Sunoco's Mariner East 2 pipeline. I appreciate the opportunity to hear from you and the township as we work together to improve the quality of life for all Pennsylvanians.

As Governor, the health and safety of our citizens is my top priority. Since taking office, my administration has worked diligently to protect Pennsylvania's clean water, air, and land. I believe strongly in environmental protection, which is why I have implemented strong new protections on natural gas development and am working to address methane leaks from natural gas infrastructure. The standards we have put in place to address these issues are among the strongest in the nation.

Thank you once again for sharing your resolution regarding policy changes for oil and gas pipelines. I am always impressed and humbled by the dedication shown by local government officials like you. Should you have further concerns or questions, please do not hesitate to contact me again.

Sincerely,

  
TOM WOLF  
Governor

# Memorandum

---

**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: 12/20/2017

To: Board of Supervisors

From: Mark Gordon, Township Zoning Officer 

Re: Paoli Pike Trail / Project Update

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Dear Board Members,

I wanted to give you all a final 2017 update on the Paoli Pike Trail Engineering and Design Work that has been completed to date and a few of the next steps we will be taking to move the design and engineering forward over the next couple of months.

We hit a few snags over these past 6 months with the PennDOT ROW and HOP plans. As you know Paoli Pike, Boot Rd and N. Chester Road have been in existence for a long time, therefore a number road ROW inconsistencies were discovered which needed to be corrected. This was a very detailed endeavor with PennDOT which slowed us down, however these needed to be corrected. The McMahon Team and the Solicitors' office worked very hard to correct these issues to the satisfaction of PennDOT and as a result, the Final ROW plans have been submitted to PennDOT for segments C, D, and E.

Topographic and environmental surveys have been completed for segments A & B. The engineering for this portion of the Trail is in the beginning stages, we'll have a more complete project delivery schedule for you at the end of Q1 2018.

**Trail Segments C, D & E Reservoir Rd. to N. Chester Rd.**

- Utility Testing (Soft Dig): 8/3/2017
- PennDOT Safety Review Approval: 8/15/2017
- Categorical Exclusion Evaluation (CEE) Document Submission: 9/6/2017
- Submit Plans to Utility Companies: 10/9/2017 (coordination is on-going)
- Submit Roadway ROW Plans for PennDOT Approval: 11/8/2017 (also for Segments F & G)
- Roadway ROW Plan Approval (also for Segments F & G): 12/19/17

- Prepare Plat, Legal Descriptions, and Documents to resolve Roadway ROW Gaps: September – December 2017
- Submit Trail ROW Plans for PennDOT Approval: 12/12/2017

#### **Trail Segments F & G (N. Chester Rd. to Hibbard Ln.)**

- Submit Plans to Utility Companies: 7/14/2017 (coordination is on-going)
- Submit Road ROW Plans for PennDOT Approval: 11/8/2017 (also for Segments C, D & E)
- Roadway ROW Plan Approval (also for Segments C, D & E): 12/19/17
- Prepare Plat, Legal Descriptions, and Documents to resolve Road ROW Gaps: September – December 2017. Resubmission of the HOP application is held until right-of-way documents for roadway gap areas are signed, because these documents must be included in the application package.

#### **Trail Segments A & B (Ellis Ln. to Reservoir Rd.)**

- Wetland Delineation Completed: 9/27/2017
- Phase 1 Bog Turtle Evaluation Completed: 10/16/2017
- Topographic Survey Completed: 12/11/2017

#### **Next Steps**

The next big step is the acquisition of the trail easements for Segments C, D, and E. We are preparing for that endeavor now. We only needed one easement for segments F & G, (The Goshen Friends), and we have already secured it.

Once the ROW and HOP plans are approved by PennDOT the focus will turn to the NPDES submission. McMahon anticipates submitting these plans to the CCCD in March.

I have attached the Project Delivery Schedules for your information and use. Please don't hesitate to contact me if you have questions.

12/19/2017

## Anticipated Project Delivery Schedule

Paoli Pike Shared Use Path: Segments C, D &amp; E – Reservoir Road to North Chester Road – PennDOT Project Delivery Process

Event/Submission	Date
<b>Environmental Scoping Package (SFV) Document:</b>	
-SFV Document Submission	12/2/2016
-SFV Document Approval	5/1/2017
-Plans Display at Township: Upon Safety Review Approval	TBD
<b>Categorical Exclusion Evaluation (CEE) Document &amp; Environmental Clearance</b>	
-CEE Document Submission	9/6/2017
-CEE Document Approval & Environmental Clearance	March 2019
<b>NPDES Permit (combined with Segments F &amp; G):</b>	
-Soil Infiltration Testing Completed	12/12/2016
-Pre-Application Meeting with Chester County Conservation District (CCCD)	2/15/2017
-Meeting with DEP for Additional Permitting	N/A
-Small Projects Permit Submission to DEP	February 2018
-Follow Up Meeting with CCCD (Prior to Submitting NPDES Application)	February 2018
-NPDES Permit Application Submission	March 2018
-NPDES Permit Issuance	August 2018
<b>PennDOT Safety Review (60% Design)</b>	
-Submitted Design Criteria Report, Safety Study, Preliminary Plans: Construction, Pavement Marking, ADA, Traffic Signal Plan, MPT Plan	6/6/2017
-Safety Review Meeting (Scheduled by PennDOT)	7/11/2017
-Safety Review Approval	August 15, 2017
<b>Utility Coordination &amp; Utility Clearance</b>	
-Conduct utility testing (soft-dig)	8/3/2017
-Notify utility companies within project limits of project improvements and anticipated impacts/relocations	10/9/2017
-Project Utility Coordination	October 2017 - February 2019
-Utility Clearance	March 2019 - May 2019
<b>Right-of-Way Negotiation and Right-of-Way Clearance</b>	
-Meeting with DG ROW Administrator (to also discuss F & G ROW)	8/3/2017
-Prepare & Submit Roadway Right-of-Way Plan (combined with F & G) via Meeting at District	10/19/2017
-Resubmit Roadway Right-of-Way Plan (combined with F & G) for Approval	11/8/2017
-Prepare & Submit Trail Right-of-Way Plan: (C, D & E Only) for Approval	12/12/2017
-Roadway Right-of-Way Plan (Combined with F & G) Approved	12/19/2017
-Record Final Roadway Right-of-Way Plan (combined with C, D & E)	TBD, (Contingent on Gap Area ROW Document Signatures)
-Trail Right-of-Way Plan Approval & Signature by Twp and District	February 2018
-Send Property Owners Official Notifications & Schedule Meetings	February 2018
-Property Owner Negotiation & LPA Form Signature	February 2018 - February 2019
-Right-of-Way Clearance	March 2019 - May 2019
<b>Traffic Review</b>	
-1st Submission to District Traffic Unit Signing & Pavement Marking Plan, Traffic Signal Plan, Traffic Control Plan	March 2018
-Traffic Approval (assumes 3 total submissions)	August 2018
<b>ADA Curb Ramp Review</b>	
-1st Submission to District ADA Unit: ADA Curb Ramp Package (including plans & documents)	March 2018
-ADA Approval (assumes 3 total submissions)	August 2018
<b>DM-3 Plan Presentation Review &amp; Constructability Review (90% Documents)</b>	
-1st DM-3 Submission: Full Plan Set	August 2018
-DM-3 Approval (With Comments)	September 2018
-1st Constructability Submission: Full Plan Set, Specs, Estimate, Schedule	August 2018
-Constructability Approval (assumes 2 total submissions)	November 2018
<b>PS&amp;E Submission (100% Documents)</b>	
-PS&E Submission: Final Plans, Specs, Quantities, Estimates, Schedules, Permits & Documentation	TBD (Contingent on Right-of-Way, Utility & Environmental Clearances) Must be made by 6/30/19

12/19/2017

## Anticipated Project Delivery Schedule

Paoli Pike Shared Use Path: Segments F &amp; G – North Chester Road to Hibberd Lane – PennDOT HOP Delivery Process

Event/Submission	Date
<b>NPDES Permit (combined with Segments C, D &amp; E):</b>	
-Soil Infiltration Testing Completed	12/12/2016
-Pre-Application Meeting with Chester County Conservation District (CCCD)	2/15/2017
-Meeting with DEP for Additional Permitting Information	N/A
-Follow Up Meeting with CCCD (Prior to Submitting NPDES Application)	February 2018*
-NPDES Permit Application Submission	March 2018*
-NPDES Permit Issuance	August 2018*
<b>1<sup>st</sup> HOP Package</b>	
-Submitted Plan Set: Construction Plan, Signing and Pavement Marking Plan, ADA Curb Ramp Plan, MPT Plan, Traffic Signal Plans	5/5/2017
<b>1<sup>st</sup> HOP Review</b>	
-PennDOT Comments Received (mostly minor)	6/2/2017
<b>EPS Application Extension</b>	
-Submit letter to extend application	11/27/2017
<b>2<sup>nd</sup> HOP Package</b>	
-Resubmit Revised Plan Set (Contingent on Gap Area ROW Document Signatures)	TBD
<b>2<sup>nd</sup> HOP Review</b>	
-PennDOT Comments (all technical issues addressed)	TBD
<b>3<sup>rd</sup> HOP Package</b>	
-Resubmit Final HOP Plan Set	TBD
<b>3<sup>rd</sup> HOP Review - Permit Issuance</b>	
-All PennDOT Comments Addressed	TBD
<b>Utility Coordination/Notification</b>	
-Notify utility companies within project limits of project improvements and anticipated impacts/required relocations	7/14/2017
-Project Utility Coordination (Minor utility involvement, further coordination near construction)	On-going
<b>Right-of-Way</b>	
-Meeting with D6 ROW Administrator (to also discuss F & G ROW)	8/3/2017
-Prepare & Submit Roadway Right-of-Way Plan (combined with F & G) via Meeting at District	10/19/2017
-Resubmit Roadway Right-of-Way Plan (combined with C, D & E) for Approval	11/8/2017
-Roadway Right-of-Way Plan (Combined with C, D & E) Approved	12/19/2017
-Record Final Roadway Right-of-Way Plan (combined with C, D & E)	TBD, (Contingent on Gap Area ROW Document Signatures)
-Trail Right-of-Way Plan Approval & Signature by Twp and District	February 2018

\* NPDES Permit for Segments F & G is also for Segments C, D & E. Therefore, NPDES Permit application submission dates are linked to the PennDOT Project Delivery Process required for Segments C, D & E.

East Goshen Township  
Department of Parks and Recreation

2017 Park Usage Report

December 13<sup>th</sup>, 2017

**Report Overview:**

When it comes to understanding parks – some long standing questions have always been:

*Exactly how many people are using it? What are they doing?*

*What park facilities get the most usage? How about the least?*

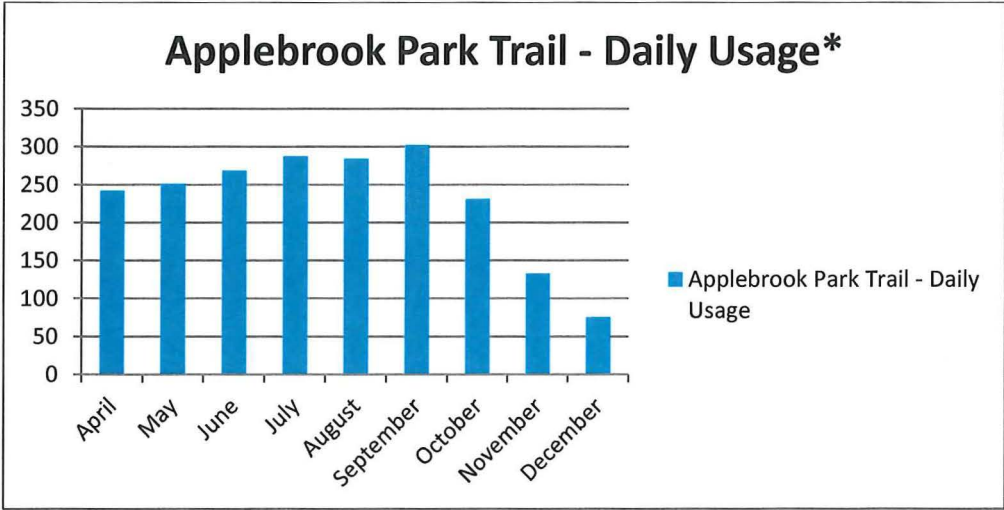
This report serves to begin answering these questions utilizing the SOPARC (System for Observing Play and Recreation in Communities) method. This system was developed by Texas A & M University in the early 2000s and has since become the standard for valid, reliable and applicable park and recreation data collection. Utilizing an iPad, the Parks and Recreation Director and volunteers took park user counts during the months of April through December. Per the SOPARC standard, counts were taken on four separate days within one week’s time for a given month. Within each day, four counts were taken: early morning, late morning, early afternoon and evening before dusk. Counts included collection of gender and exercise intensity (sedentary, walking, vigorous).

Example:

<u>Location:</u>	<u>Monday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Saturday</u>
Applebrook Park	8:30am	8:30am	8:30am	8:30am
	11am	11am	11am	11am
<u>Dates:</u>	2pm	2pm	2pm	2pm
Week of April 16th	6:30pm	6:30pm	6:30pm	6:30pm

Exact locations were identified in East Goshen and Applebrook Parks for assessment and utilized for each counting period. In 2017, these locations were:

- Applebrook Park trail (west of the first bridge)
- East Goshen Park trail (at the base of the football field)
- Playground

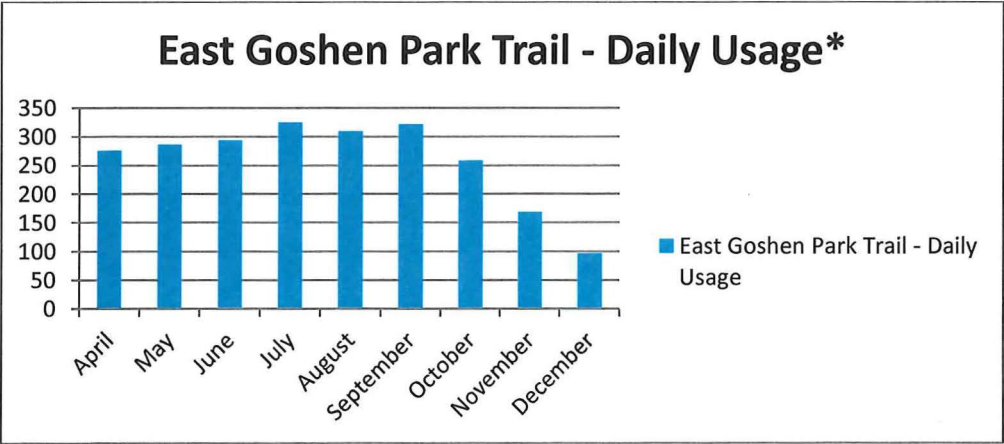


\* Daily usage for the year can be estimated at 62,000 participants on the Applebrook trail.

\* Male = 46% / Female = 54%

\* Sedentary/Sitting at bench = 17%; Walking = 69%; Vigorous/Running = 14%

\* Metabolic Equivalent / Health Care Savings = 190,960 METs / \$2.6M



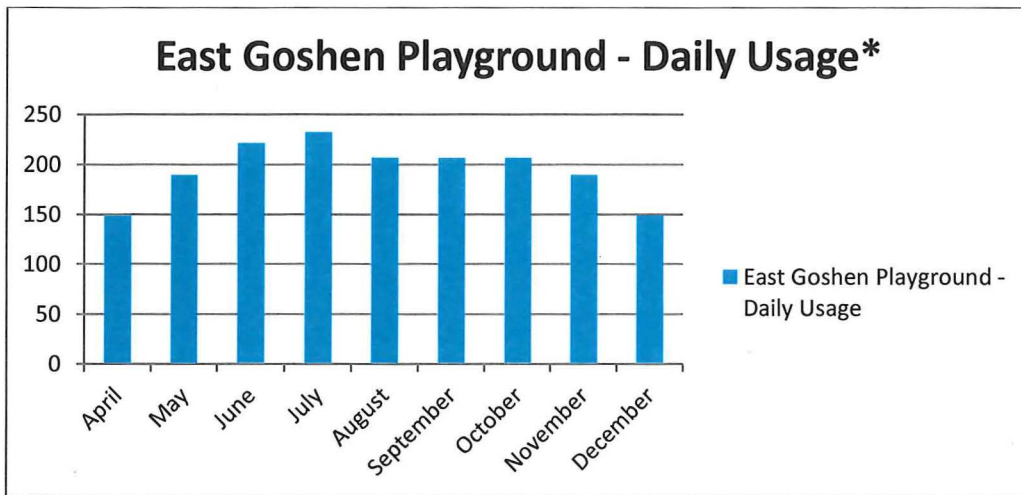
\* Daily usage for the year can be estimated at 70,000 participants on the Applebrook trail.

\* Male = 48% / Female = 52%

\* Sedentary/Sitting at bench = 21%; Walking = 71%; Vigorous/Running = 8%

\* Metabolic Equivalent / Health Care Savings = 197,400 METs / \$2.9M





\* Daily usage for the year can be estimated at 42,000 participants on the old playground. This number includes estimation for September – December based on earlier month usage.

\* Male 47% / Female 53%

\* Sedentary = 28%; Walking = 9%; Vigorous/Running = 63%

\* MET Equivalent / Health Care Savings = 181,860 METs / \$1.76M

#### **MET Equivalent Analysis:**

Metabolic equivalent (MET) is a widely used method for calculating energy/calorie expenditure in health and wellness settings, where one MET equals a person at rest. All physical activities are assigned a MET value based on how they affect energy/calorie expenditure in comparison to a person at rest (one MET). Walking has a MET value of three (3) and Vigorous/Walking six (6) METs. Park usage totals can then be used through MET values to ascertain various metrics.

There has been a lot of research into how to calculate a reduction in health care costs in relation to MET values. Aoyagi and Shephard found for every ten (10) METS of exercise per week, a \$126 reduction in associated health care costs, or 3.7% could be anticipated per person. For the purposes of this report, this study informs MET Equivalent/Health Care Savings listed above. Let's reasonably assume that each participant listed above is actually coming to the park three times per week. This means instead of 62,000 unique individuals coming to Applebrook Park trail; it's actually 20,666 unique individuals. If we then divide Applebrook Park trails MET value among those 20,666 for a total of 9.24 METs per person, per week. If we then use the above study, we can quantify that public health care costs are reduced cumulatively by \$2.6M just for those using Applebrook Trail. When taking this one measure into account, the positive impact of the East Goshen Township park system is clearly evident.

### **Conclusions:**

The East Goshen Township park system directly reduces park user's public health care costs by \$7.26M for those using the trails and playgrounds. This figure does not include those playing basketball, tennis, volleyball or the fitness station and ultimately could be much higher.

Trail usage was heaviest during the early morning hours and evenings, with seniors the majority of early morning users and adults the majority of evening users. Early morning trail users tended to walk in small groups of regulars, while evening trail users tended to be in pairs or alone.

Playground usage was heaviest during the mid-morning and early afternoon count. There was almost no usage during the early morning count. This figure includes parent/caretakers who typically register as sedentary.

### **Future reporting/uses for SOPARC:**

- SOPARC reporting will become more applicable to Township planning as we build a more robust collection of data showing park usage trends. Some future applications include:
- Use in capital project grant applications
- Support for/against future park development projects
- Evidence that park projects are increasing park usage/residential quality of life (for example when the new playground and Paoli Pike Trail open)
- Potential synthesis with future updates to Township planning documents
- Increase Township's ability to quantify and communicate its role in health and wellness to the public, elected officials and other governing bodies



The Department of Parks and Recreation would like to thank volunteers Justin Smiley and Emma Mahard for helping with this project!

**References:**

Aoyagi Y., Shephard RJ *A model to estimate the potential for a physical activity-induced reduction in healthcare costs for the elderly* Journal of Sports Medicine; 2011 Sep 1;41(9):695-708

Jonathan Myers, PhD, Rachelle Doom, MD, Robert King, MS, Holly Fonda, MS, Khin Chan, MD, Peter Kokkinos, PhD, David H. Rehkopf, MPH, ScD *Association Between Cardiorespiratory Fitness and Health Care Costs: The Veterans Exercise Testing Study* Mayo Clinic Proceedings, 2017, September

J. Peter Weiss, MD, MSc; Victor F. Froelicher, MD; Jonathan N. Myers, PhD; & Paul A. Heidenreich, MD *Health-Care Costs and Exercise* Chest Journal; 2004; Vol. 126, Pgs. 608 – 613

Thomas L. McKenzie, Deborah A. Cohen, Amber Sehgal, Stephanie Williamson, and Daniela Golinelli *System for Observing Play and Recreation in Communities (SOPARC): Reliability and Feasibility Measures* J Phys Act Health. 2006 Feb; 3 Suppl 1: S208–S222





East Goshen Township  
2017 Department of Parks and Recreation  
End of Year Report



# The East Goshen Township Department of Parks and Recreation (EGPR)

Vision Statement: *In the Business of Making Memories*

The department Vision Statement is two-fold. We see our role as providing the parks, facilities, programs and events that create opportunities for the community to make worthwhile memories close to home. Whether its learning to ride a bike, visiting a healthy cooking demo at the Farmers Market, or making new friends in our Senior's Card Club, our role is memory facilitation. Staff also recognizes that resources can be finite, and employs an entrepreneurial spirit to foster community engagement, partnership development and funding cultivation.

Mission Statement: *The EGPR's mission is to provide enriching recreational activities, maintain beautiful parks and preserve the environment for the well-being of our community.*

EGPR provides a fully developed park and recreation experience for its residents and the greater West Chester area. Department staff utilizes the National Recreation and Parks Association's (NRPA) three pillars of Conservation, Social Equity and Health & Wellness to guide programming development.

Number of Parks: Four; East Goshen, Applebrook, Milltown, Mill Creek

Developed Park Acreage: 175.0

Township owned open space: 322.0

Annual Program Hours: 673.0 (an increase of 551% since 2014)

Upcoming capital projects (2018-2022):

- EGT Park Destination Playground (completion)
- Paoli Pike Trail Construction
- Milltown Dam Park Development
- Hershey's Mill Dam Park Development
- East Goshen Township Park Improvements



## Department Accomplishments

The Liv Live Concert and 22 in 22: Pushups with a Purpose event was recognized with an **Excellence in Programming Award** at the PA Recreation & Parks Society annual conference (March). This event advocated for mental health awareness and was presented in partnership with the Chester County Suicide Prevention Task Force.

The department was recognized with the first **PRPS/DCNR GOOD Award**, for its work as Regional Advisor on the statewide GOOD parks and recreation marketing campaign (March).

The Fit and Fun in the Park initiative was recognized by PA Governor Tom Wolf with a **Local Government Excellence Award** as the best municipal health and wellness program in the state in 2016 (April 2017).

Awarded NRPA Walk with Ease Training Grant. Over 50 seniors have benefitted from the program.

East Goshen Township Park named the **2017 Best Park** by Main Line Today (June).

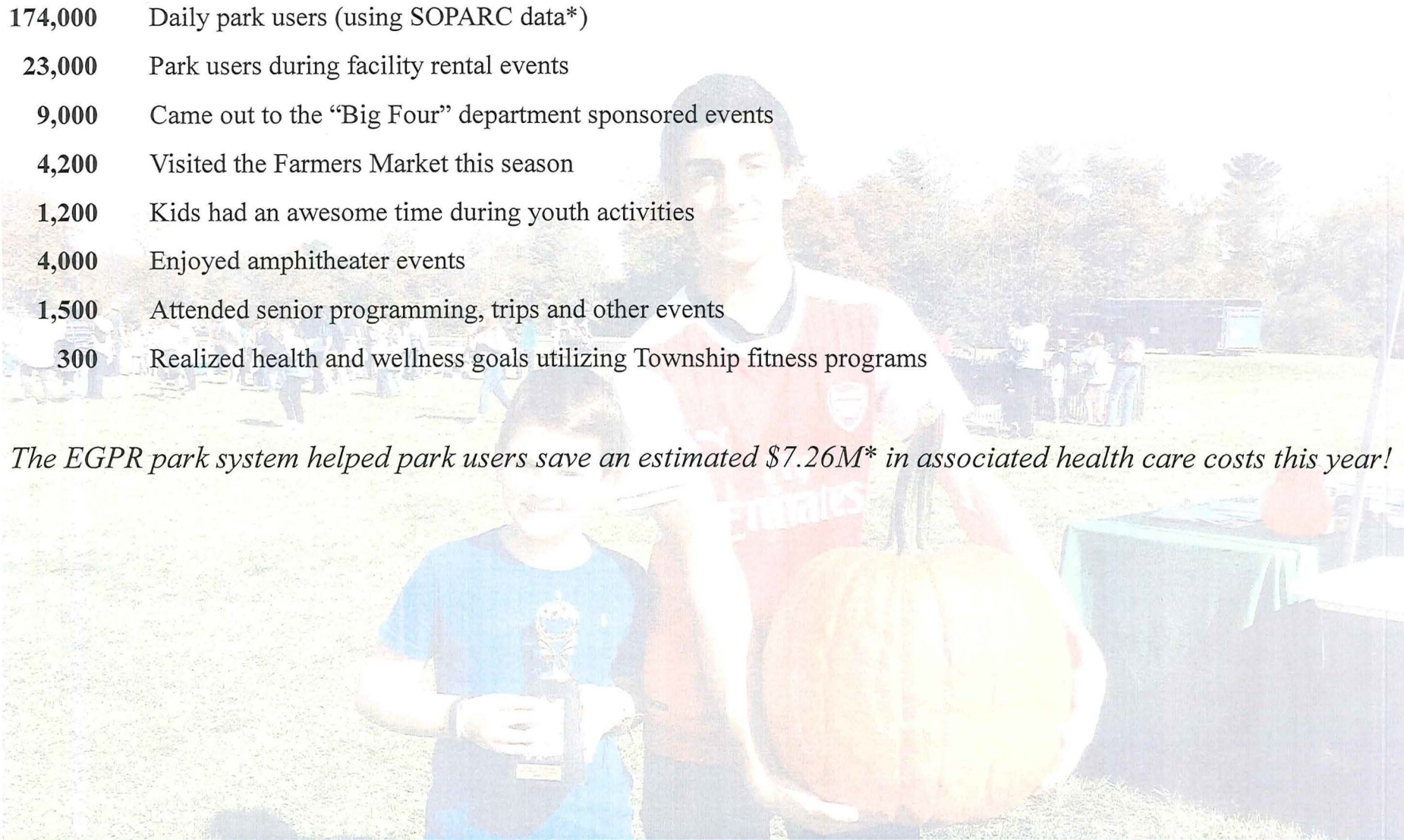
The Bicentennial Celebration was recognized by the National Recreation and Parks Association as a **Park Champion Finalist**, one of four across the country. NRPA Park Champion events highlight and advocate for park and recreation initiatives at the federal level (September).

The Department Director became a Certified Park and Recreation Executive (CPRE), one of four across Pennsylvania and one-hundred across the country.

**Secured \$565,000 in grants from PA DCNR and DCED to develop Milltown Dam Park.** Passive park improvements include two ADA accessible fishing piers, internal trails, ecological improvements and dedicated parking areas. This brings the department's two year total to **\$4.1M in grant funding** for the Paoli Pike Trail, EGT Park destination playground and Milltown Dam Park capital projects.



## Out and About: People in the Park



174,000	Daily park users (using SOPARC data*)
23,000	Park users during facility rental events
9,000	Came out to the “Big Four” department sponsored events
4,200	Visited the Farmers Market this season
1,200	Kids had an awesome time during youth activities
4,000	Enjoyed amphitheater events
1,500	Attended senior programming, trips and other events
300	Realized health and wellness goals utilizing Township fitness programs

*The EGPR park system helped park users save an estimated \$7.26M\* in associated health care costs this year!*

*217,200 people were in the park in 2017!*



## \*SOPARC Park Analysis

Staff utilized the SOPARC platform to assess park usage along the East Goshen Park/Applebrook Park trail system and at the playground. Department staff and volunteers counted park users from April through December, assessing for gender and intensity of exercise (sedentary, walking or vigorous). Data collected offered the ability for staff to better understand how the community interacts with the Township park system and its impact on community health and wellness. Using collected SOPARC data, along with metabolic equivalent (MET) figures and peer reviewed research, EGPR staff is able to quantify how our parks positively affect the health and wellness of our community. Based on 174,000 captured park visits, park users saved themselves an estimated \$7.26M in associated health care costs in 2017. For an in depth look at this analysis, please visit the Township website for the full Park Usage Report.

Future SOPARC applications include:

- Use in capital project grant applications
- Support for/against future park development projects
- Evidence that park projects are increasing park usage/residential quality of life (for example when the new playground and Paoli Pike Trail open)
- Potential synthesis with future updates to Township planning documents
- Increase Township's ability to quantify and communicate its role in health and wellness to the public, elected officials and other governing bodies

EGPR would like to thank Justin Smiley and Emma Mahard for volunteering to be data collectors.







## Bicentennial Celebration (1817-2017) - June 3rd, 2017

East Goshen Township partnered with West Goshen Township in celebration of its two hundred year anniversary in 2017. The crowd of 3500 was treated to a three scene play based on historical documents, a parade, multiple musical performances, food, inflatables and an amazing fireworks display. The event was later recognized as an **NRPA Park Champion Finalist** (top four nationally) for its advocacy of park and recreation to federally elected officials.



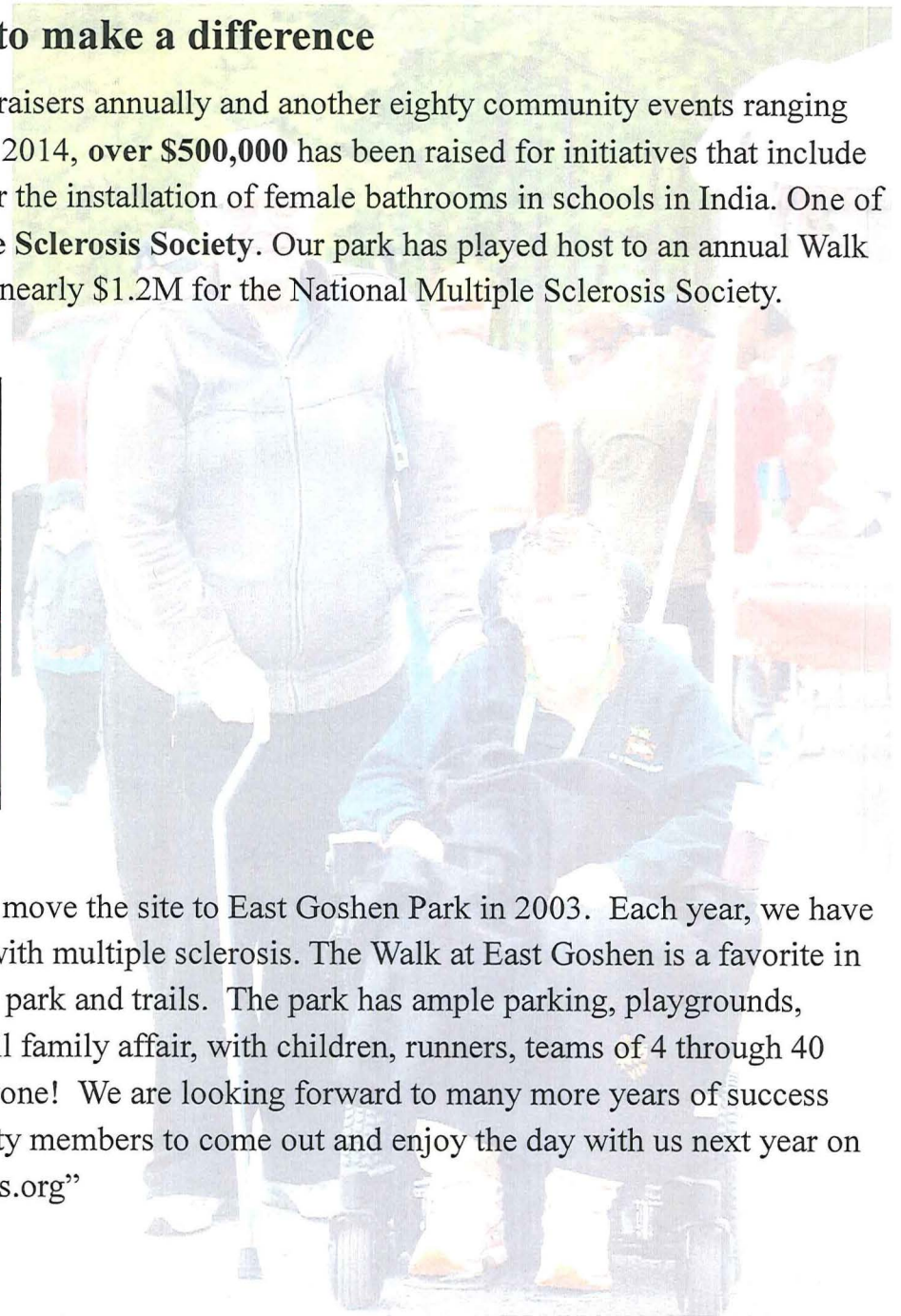
## East Goshen Township Park: The place to go to make a difference

East Goshen Township Park hosts over fifteen third party fundraisers annually and another eighty community events ranging from birthday parties, to weddings, to corporate picnics. Since 2014, **over \$500,000** has been raised for initiatives that include youth mentoring, pediatric care in hospitals, even providing for the installation of female bathrooms in schools in India. One of our most successful partnerships is with the **National Multiple Sclerosis Society**. Our park has played host to an annual Walk MS event since 2003. Over 5,000 people have walked, raising nearly \$1.2M for the National Multiple Sclerosis Society.



“With increasing participation each year, **Walk MS** decided to move the site to East Goshen Park in 2003. Each year, we have 300+ participants who come out to support individuals living with multiple sclerosis. The Walk at East Goshen is a favorite in the area because of the beautiful layout and accessibility of the park and trails. The park has ample parking, playgrounds, indoor restrooms and a stage area for our DJ. Walk MS is a full family affair, with children, runners, teams of 4 through 40 and a ton of dogs that help to create this amazing day for everyone! We are looking forward to many more years of success with Walk MS at East Goshen Park and we invite all community members to come out and enjoy the day with us next year on May 6th, 2018! Join Walk MS at West Chester at [www.walkms.org](http://www.walkms.org)”

- Stephanie Shaul, Development Specialist, NMMS





## Program Spotlight - The East Goshen Food Truck & Music Festival

We ended the summer with a bang this year! An anticipated crowd of 500 swelled to over 2,500 invigorated by arguably the best night of weather all season! Spectators were treated to four hours of non-stop music, as the entertainment moved from Dueling Pianos, to local favorites Not Quitting Our Day Jobs, before ending with the superb sounds of the Billy Bauer Band! Post event surveys pointed only to one recommendation...more, more, more! Next year, we'll add to our food truck lineup and look for an equally diverse and eclectic musical lineup!





# The East Goshen Township Farmers Market

Home to thirty vendors every Thursday (3pm-7pm) May—October. The market continues to draw in folks for fresh local produce and is a **hub for community fun**—like the monthly classic car cruises, Imagination Playground set up, and weekly special events like the “Dunk Jason” market.





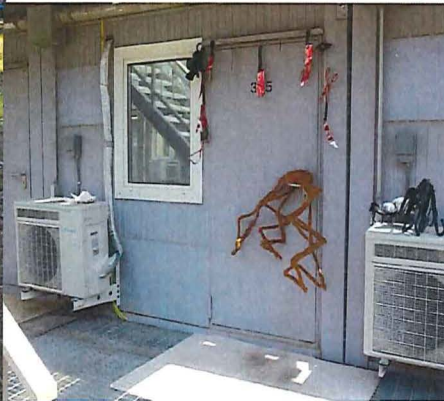
## Let's have fun!!!

EGPR is all about careful planning and management of park resources, but it's also about playing!! The department cultivates community silliness in many ways:

**Hide the Gnome Program: A summer long scavenger hunt** across our parks in search of the EGT Gnome

“Why is Play Important?” Essay Contest: East Goshen Elementary students submitted essays during the fall 2017 semester. In the end, Hannah won the contest, because she knows **playing in a park “makes you feel amazing.”** Hannah will join Township officials during the playground dedication and help cut the grand opening ribbon.

The **Halloween and Christmas House Decorating Competitions** give residents a chance to show off their creative handy work! This year, a 12 year old won the Halloween Decorating Contest, besting his father's decorations of his US Air Force living quarters, while deployed in Djibouti, Africa, among others!



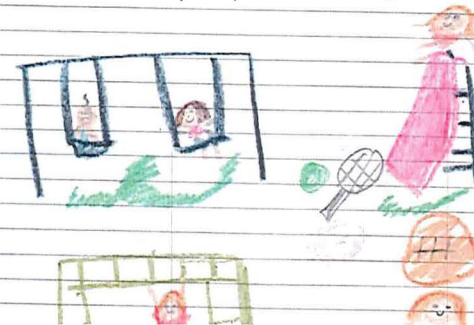
Hannah

Start

It is important for kids to play outside because kids make friends. It is important cause kids do not want to be alone. Next it is good exercise. It is running, walking, skipping and jumping. Also there is fresh air. It makes you feel amazing. Then it is a way to be creative. Kids make up games all of the time, when they are bored. Last but not least it is FUN!



You can play and do a game with a friend. So that is why it is important for kids to play outside!!





## The Parks and Recreation Volunteer Brigade: Giving back and having fun

As a small department, all of our activities, programs, events and initiatives depend on volunteerism to a certain degree. We are blessed to have such a wonderful community of volunteers who value parks and recreation, and don't mind getting dirty!

Debbie Snyder is the 2017 Awesome Award recipient, for her role in stewarding the Senior Card Club. What started as a twice monthly card game of four has turned into packs of twenty players multiple days per week, truly a wonderful new community social club. Whether a high school student, retiree or father of three, the Township always has opportunities to volunteer. In 2018, we are most excited to present the Park Ambassador volunteer role, leading the Imagination Playground play experience.

### Other 2017 volunteer highlights include:

**Neighbor to Neighbor Day**—Helping seniors with mobility impairments clean their yards

**Building Bridges**—Pairing high school students with seniors to enhance their knowledge of technology

**Over 75 volunteers** ensured the Bicentennial Celebration was a success





## In the Community:

Department staff believes strongly in youth development and leadership engagement. Staff meets this goal by:

Its role in the recently created Cheyney University Recreation & Leisure Management Advisory Board. The Advisory Board's mission is to **cultivate real-world opportunities** for students at the nation's oldest HBCU.

**Partnering with West Chester University's ENG 368 class.** Teams worked with department staff to create a marketing plan for the Play Ambassador volunteer experience and destination playground.

The Department Director serving as a Guest Judge in the regional and statewide DECA High School Competitions.

The Director also became a part of the **NRPA Peer to Peer Program**, a six month park and recreation professional mentoring program. This year, the Director mentored Johnathan Smith, Program Specialist at the Arlington (TX) Department of Parks and Recreation. The Director also serves on a number of Pennsylvania Parks and Recreation Society (PRPS) committees and speaks at various conferences.





## An Eye towards the Future...

East Goshen Park's destination playground will open in 2018. The new play space incorporates design themes and play pieces selected by over 623 East Goshen Township children. Dedicated shade structures, better line of sight and division of play reflect the desires of parents/care takers. We are currently taking volunteer applications for Play Ambassadors, a perfect opportunity for those interested in teaching, child care or those that just like to have fun!

East Goshen Township  
Department of  
Parks and Recreation

"In the Business of Making Memories"

[www.eastgoshen.org](http://www.eastgoshen.org)

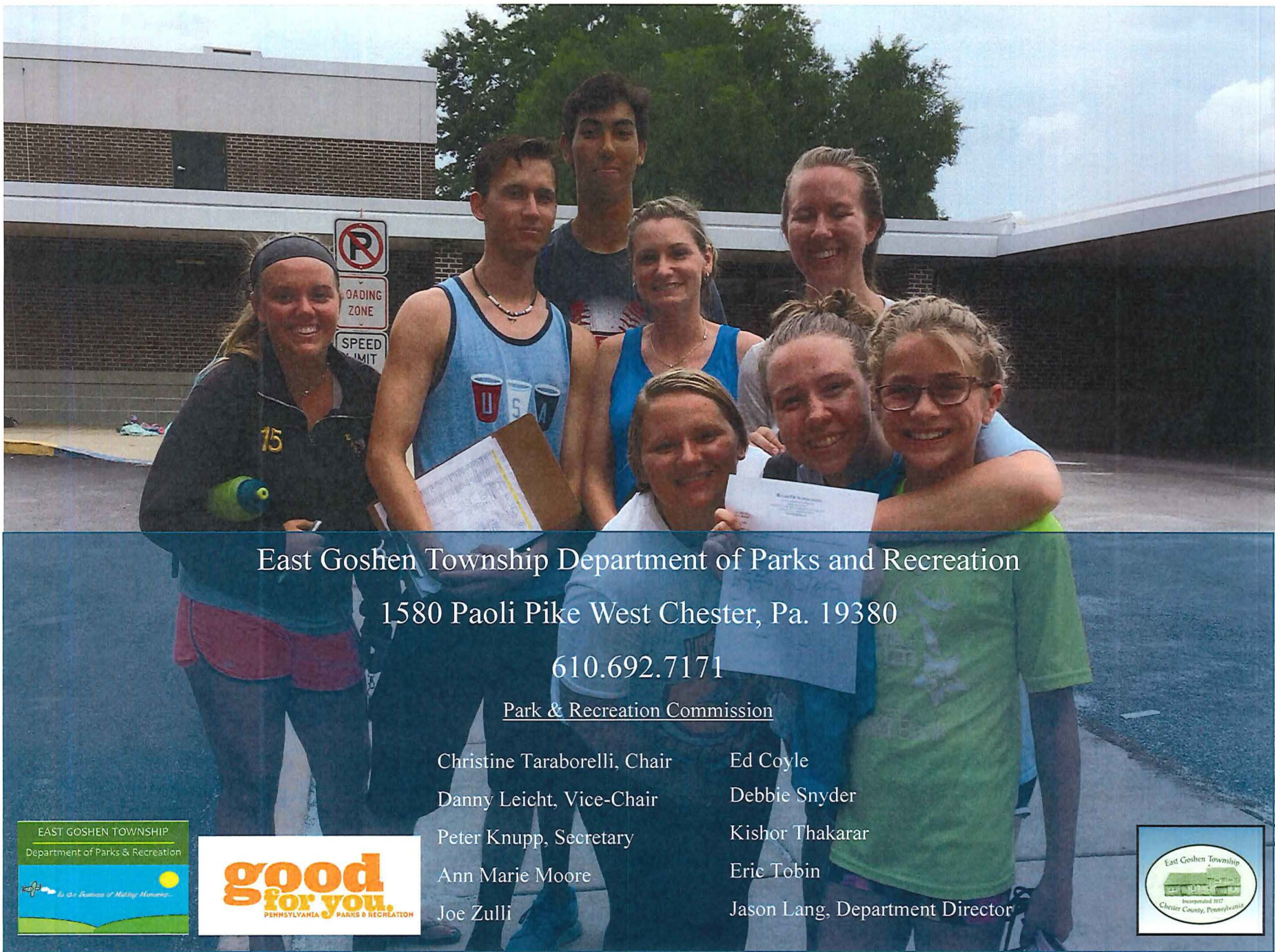
Engineering is underway on all seven segments of the Paoli Pike Trail. Construction on segments C-G (Reservoir Road to Line Road) will begin in 2019.

The Milltown Dam has been progressively lowered and will be ready for renovation during the summer of 2018.

The 2015 East Goshen Township Park Master Plan calls for a series of improvements over the course of the next five years. In 2018, the basketball courts will get new backboards and dedicated seating, the football/soccer fields will get transportation and landscaping upgrades and security cameras will be installed throughout the park.

Two new park facilities, the pickle ball courts and the Stones course, will both receive lock boxes with general public access. We look forward to developing these two unique and fun sports further in 2018.





East Goshen Township Department of Parks and Recreation

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Park & Recreation Commission

Christine Taraborelli, Chair

Ed Coyle

Danny Leicht, Vice-Chair

Debbie Snyder

Peter Knupp, Secretary

Kishor Thakarar

Ann Marie Moore

Eric Tobin

Joe Zulli

Jason Lang, Department Director

