

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS

Tuesday, June 15, 2021

7:00 PM

In-Person Meeting

East Goshen Township Building, 2nd Floor

1. Call to Order (7:00 PM)
2. Pledge of Allegiance
3. Moment of Silence
4. Announce that the meeting is being streamed live on YouTube.
5. Chairman's Report (7:05 PM to 7:10 PM)
 - a. The Board met in executive session yesterday, June 14, jointly with the Municipal Authority to discuss a legal matter.
 - b. The Board met in executive session before tonight's meeting to discuss a legal matter pertaining to the Paoli Pike Trail.
 - c. The hearing for the "Pipeline Awareness Study" Ordinance discussed at the Board's last meeting will be Tuesday, July 6 at 7:00 PM.
 - d. [U.S. Army Corp of Engineers is soliciting comment on the proposed Milltown Dam work. A public notice was sent out and can be found on our website under "Services" then "Public Notices".](#)
6. Public Hearings -- None
7. Emergency Services Reports
 - a. WEGO -- Chief Bernot
 - b. [Goshen Fire Co -- May 2021 Report](#)
 - c. [Malvern Fire Co -- May 2021 Report](#)
 - d. [Good Fellowship -- May 2021 Report](#)
 - e. Fire Marshal -- None
8. [Financial Report -- May 2021](#)
9. Approval of Minutes and Treasurer's Report (7:10 PM - 7:15 PM)
 - a. [Minutes -- June 1, 2021](#)
 - b. [Treasurers Report -- June 10, 2021](#)
10. Old Business
 - a. [Consider proposal for Phase 1 Archeological Survey for Paoli Pike Trail Segment B. \(7:15 PM - 7:25 PM\)](#)
 - b. [Consideration of the revised Gannett Fleming proposal for bid and project coordination services pertaining to the Milltown Dam Park Project \(7:25 PM -- 7:30 PM\)](#)
11. New Business
 - a. Consider right-of-way acquisition relating to the Paoli Pike Trail Project in the location collectively known as the "Hicks Farm" properties. (7:30 PM - 7:50 PM)
 - b. [Consider Stormwater O&M Agreements for 1101 Sullivan Circle, 808 Cottonwood Drive, and 206 Hiloch Drive. \(7:50 PM - 7:55 PM\)](#)
 - c. [Consider In-Law Suite agreement for 225 Cheshire Circle. \(7:55 PM - 8:00 PM\)](#)

- d. Consider placement of beehives in the open space across from Bellingham with the aforementioned partner and apply for a *Healing the Planet* grant in the amount of \$2,865 for the project. (8:00 PM -8:05 PM)
- e. Consider a proclamation to declare Wednesday, June 16, 2021 “Rick Smith” Day.
- 12. Public Comment (8:05 PM -8:35 PM)
- 13. Liaison Reports -none
- 14. Correspondence, Reports of Interest (8:35 PM -8:40 PM)
 - a. Thank you letter from resident regarding Code Enforcement employee Vinnie DiMartini.
- 15. Adjournment (8:40 PM)

Meetings & Dates of Importance

<i>Date</i>	<i>Meeting</i>	<i>Type</i>	<i>Time</i>
June 15, 2021	Board of Supervisors	In Person	07:00 pm
June 17, 2021	Futurist Committee	Virtual	07:00 pm
June 21, 2021	Zoning Hearing Board	In Person	07:00 pm
June 28, 2021	Sustainability Advisory Committee	In Person	07:00 pm
July 5, 2021	Observation of Independence Day Township Closed	-----	-----
July 6, 2021	Board of Supervisors	Virtual	7:00pm
July 7, 2021	Planning Commission	Virtual	7:00 pm
July 8, 2021	Pipeline Task Force	Virtual	6:30 pm
July 12, 2021	Municipal Authority	Virtual	7:00 pm
July 15, 2021	Futurist Committee	Virtual	7:00 pm
July 17, 2021	E-Recycling in the Park	Registration	9:00 am
July 19, 2021	Business Park Task Force	Virtual	7:00 pm
July 21, 2021	Zoning Hearing Board Rescheduled from July 15	In Person	7:00 pm
July 25, 2021	Sustainability Advisory Committee	In Person	7:00 pm

Note: The Park and Recreation Commission, Conservancy Board and Historical Commission will not be meeting in July.

Newsletter Deadline for Fall 2021: August 24.

The Chairperson, in his or her sole discretion, shall have the authority to rearrange the agenda 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 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. The Board of Supervisors will allocate a maximum of 30 minutes for public comment at each 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, and click the “E-notification & Emergency Alert” button on the left side of the homepage.

ReadyChesco - 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 to sign up today!

Smart 911 – Smart 911 is a new service in Chester County that allows you to create a Safety Profile at 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.

Westtown East Goshen Regional Police Department

Do you want to get the latest news about what is happening with the Westtown-East Goshen (WEGO) Police Department? WEGO has an online tool called CRIME WATCH that gives the public direct access to crime and public safety related information happening in our community. Local residents are encouraged to visit the website and connect with the police department social media sites.

To sign up for CRIME WATCH, <https://chester.crimewatchpa.com/wegopd/53548/content/links>.

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610-692-7171

www.eastgoshen.org

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

June 7, 2021

Dear Resident:

As you may know, the Township owns and operates the Milltown Reservoir as a recreational facility. The Township has been planning to enhance and convert the area to a public park setting. Over the last several years, various steps of preparation were taken that included de-watering and lowering the dam.

In March of 2021, the Township received notice from the PA Department of Environmental Protection (DEP) that its application to partially breach the dam and construct the park was under review. The DEP along with the U.S. Army Corp of Engineers are applying for a joint permit for this work.

Prior to the permit being issued, public comment on this proposed work is being solicited by the U.S. Army Corp of Engineers. The Public Notice is enclosed. Additional supporting information is posted on our website under the tabs "**Services**" → "**Public Notices**". (www.eastgoshen.org) Additional information on the Milltown Dam is also available under the "**About Us**" tab on this website.

Sincerely,



Louis F. Smith, Jr.
Township Manager

- Enclosure

Goshen Fire Company Monthly Operations Report

May 2021



Fire Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2021 Responses	YTD 2021 Manhours	YTD 2020 Responses	YOY Variance
East Goshen	17	57	92	323	102	-10%
West Goshen	20	64	77	202	83	-7%
Westtown	7	17	20	62	36	-44%
Willistown	2	2	22	82	17	29%
Other	6	15	25	86	26	-4%
Total - Fire	52	155	236	755	264	-11%

Fire Police Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2021 Responses	YTD 2021 Manhours	YTD 2020 Responses	YOY Variance
East Goshen	9	24	47	213	43	9%
West Goshen	19	68	58	181	46	26%
Westtown	6	17	23	69	20	15%
Willistown	2	6	15	65	13	15%
Other	2	9	12	38	23	-48%
Total - Fire Police	38	124	155	566	145	7%

EMS Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2021 Responses	YTD 2021 Manhours	YTD 2020 Responses	YOY Variance
East Goshen	141	213	803	1204	817	-2%
West Goshen	115	149	480	630	468	3%
Westtown	21	35	113	193	111	2%
Willistown	18	40	98	178	99	-1%
Other	10	17	45	55	39	15%
Total - EMS	305	454	1539	2260	1534	0.3%

Total Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2021 Responses	YTD 2021 Manhours	YTD 2020 Responses	YOY Variance
East Goshen	167	294	942	1740	962	-2%
West Goshen	154	281	615	1013	597	3%
Westtown	34	69	156	324	167	-7%
Willistown	22	48	135	325	129	5%
Other	18	41	82	179	88	-7%
Total - Goshen Fire Company	395	733	1930	3581	1943	-1%

Goshen Fire Company Monthly Operations Report May 2021



Monthly Updates

Key Indicators

Patients Treated	243	
Patients 65 and Over	175	72%
EMS Calls to Assisted Living and Retirement Facilities	135	38%
Automatic Fire/CO Alarms	22	42%

Major Incidents

1224 West Chester Pk - West Goshen - MVA Entrapment	5/14/2021
209 Chelsea Cir - Newtown Twp - Building Fire	5/14/2021
202 W Market St - WC Boro - Building Fire	5/21/2021
1046 Lenape Rd. - E Bradford - Building Fire	5/25/2021
Multiple Severe Weather Calls - West Goshen	5/26/2021
911 Hunt Drive - Westtown - Gas Line Struck	5/27/2021
401 College Ave - WC Boro - Building Fire	5/30/2021
1261 Boot Rd - West Goshen - Gas Leak	5/31/2021

Events

None	
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Fundraising Activities

Mothers' Day Flower Sale	5/8/2021
EMS Subscription & Donation Drive, Business Donation Drive	Underway
Goshen Country Fair	8/2/2021

Personnel Updates

None	
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Apparatus Updates

None	
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Rick Smith

From: Keith Johnson <kjohnson@malvernfireco.com>
Sent: Saturday, June 5, 2021 10:15 AM
To: Rick Smith
Subject: Malvern EMS Stats
Attachments: EGT 2021.docx; May 2021 EMS Call Statistics.pdf

Rick,

Attached of our May EMS stats for Malvern. If you have any questions please let me know.

Thanks,
Keith

Keith Johnson ATC, NRAEMT, CEMSO
EMS Chief
Malvern Fire Company



Malvern Fire Company

424 East King Street
Malvern, PA 19355

Main 610-647-0693

Fax 610-647-0249

www.malvernfireco.com

East Goshen Township 2021 EMS Statistics

January:

21 Calls; 3 BLS (2 Transports); 19 ALS (12 Transports)
0 Fire; 0 Auto Accidents; 21 Medical

February:

17 Calls; 2 BLS (2 Transports); 15 ALS (7 Transports)
0 Fire; 0 Auto Accidents; 17 Medical

March:

33 Calls; 7 BLS (5 Transports); 26 ALS (18 Transports)
0 Fire; 0 Auto Accidents; 33 Medical

April:

25 Calls; 3 BLS (2 Transports); 22 ALS (15 Transports)
0 Fire; 0 Auto Accidents; 25 Medical

May:

25 Calls; 4 BLS (2 Transports); 21 ALS (15 Transports)
0 Fire; 0 Auto Accidents; 25 Medical

**Malvern Fire Company EMS
2021 Statistics**

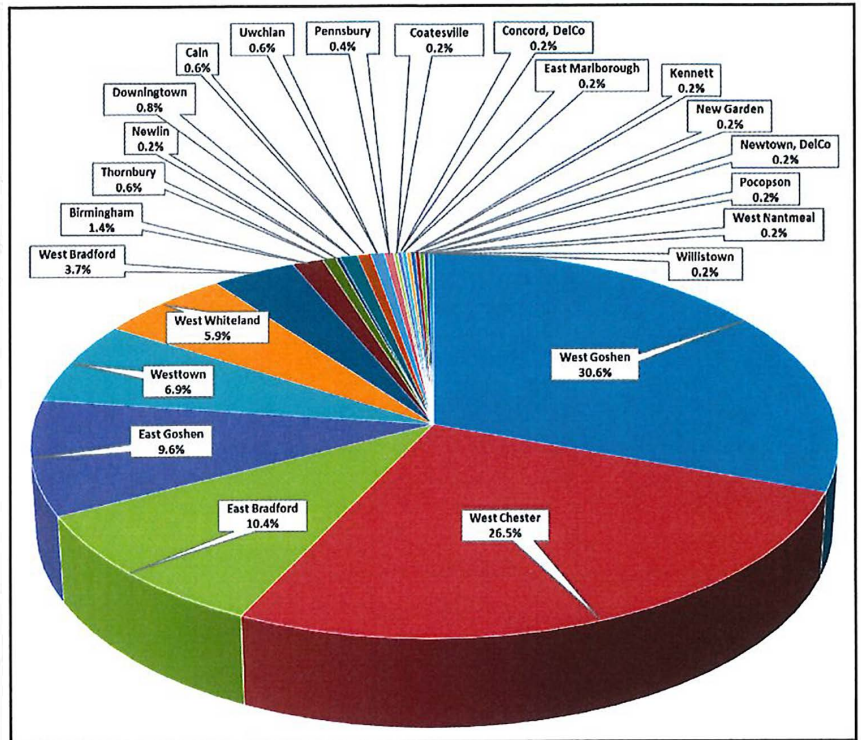
2021		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Calls		138	124	151	155	142								710
Call Types	Emer. Transfer	0	0	0	1	1								2
	Event Standby	0	0	0	1	1								2
	Fire	7	11	11	12	10								51
	Medical	125	107	133	139	122								626
	MVA	6	6	7	2	8								29
	Relocate	0	0	0	0	0								0
	Routine	0	0	0	0	0								0
	Standby	0	0	0	0	0								0
ALS/BLS	ALS	102	84	102	114	106								508
	BLS	36	40	49	41	36								202
Municipalities	Charlestown Twp.	5	6	4	6	9								30
	Delaware Co.	1	0	0	1	0								2
	E. Goshen Twp.	21	17	33	25	25								121
	E. Whiteland Twp.	22	25	28	24	29								128
	Malvern Boro.	20	20	17	21	12								90
	Tredyffrin Twp.	1	3	0	2	1								7
	Uwchlan Twp.	0	0	1	1	0								2
	W. Goshen Twp.	1	0	1	0	2								4
	Westtown Twp.	0	0	0	1	1								2
	Willistown Twp.	67	53	67	74	63								324
Hospital - Outcome	BMH	0	0	1	0	2								3
	CCH	10	4	10	8	8								40
	LH	0	0	0	0	1								1
	PMH	74	59	79	92	89								393
	RMH	1	0	0	1	0								2



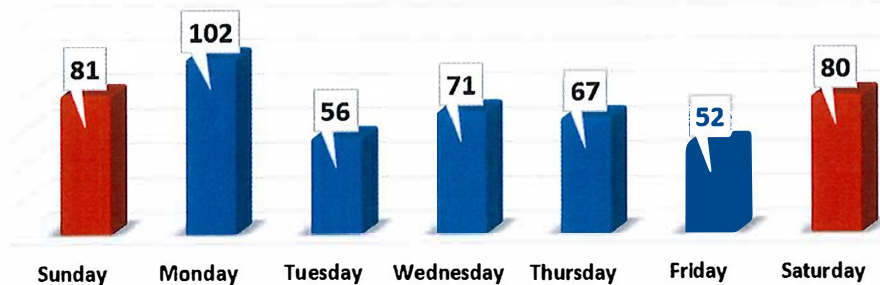
May 2021
OPERATIONS REPORT

CALL VOLUME

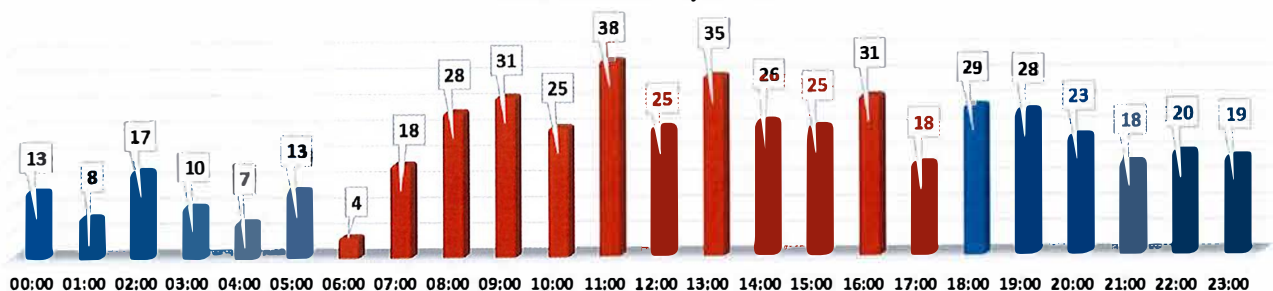
Municipality	Month	% of Calls	YTD
West Goshen	156	30.6%	649
West Chester	135	26.5%	714
East Bradford	53	10.4%	256
East Goshen	49	9.6%	254
Westtown	35	6.9%	194
West Whiteland	30	5.9%	116
West Bradford	19	3.7%	98
Birmingham	7	1.4%	24
Thornbury	3	0.6%	68
Newlin	1	0.2%	8
Downingtown	4	0.8%	
Caln	3	0.6%	
Uwchlan	3	0.6%	
Pennsbury	2	0.4%	
Coatesville	1	0.2%	
Concord, DelCo	1	0.2%	
East Marlborough	1	0.2%	
Kennett	1	0.2%	
New Garden	1	0.2%	
Newtown, DelCo	1	0.2%	
Pocopson	1	0.2%	
West Nantmeal	1	0.2%	
Willistown	1	0.2%	
	509		



Call Volume By Day of Week



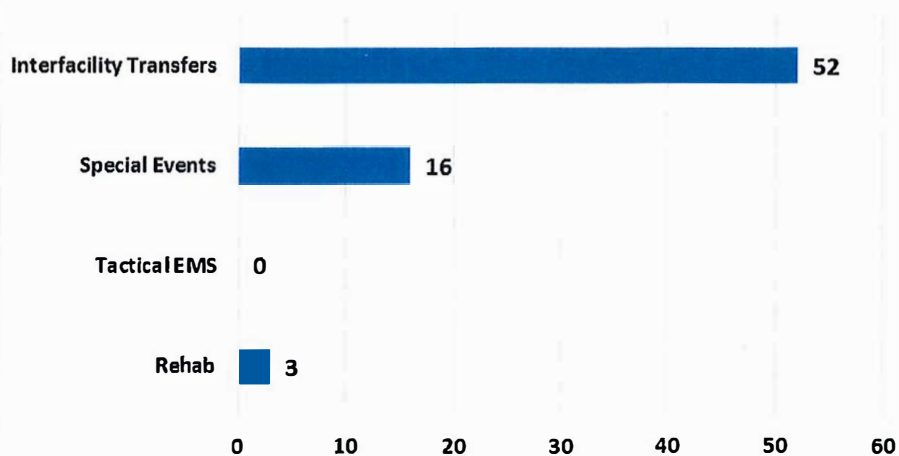
Call Volume By Hour



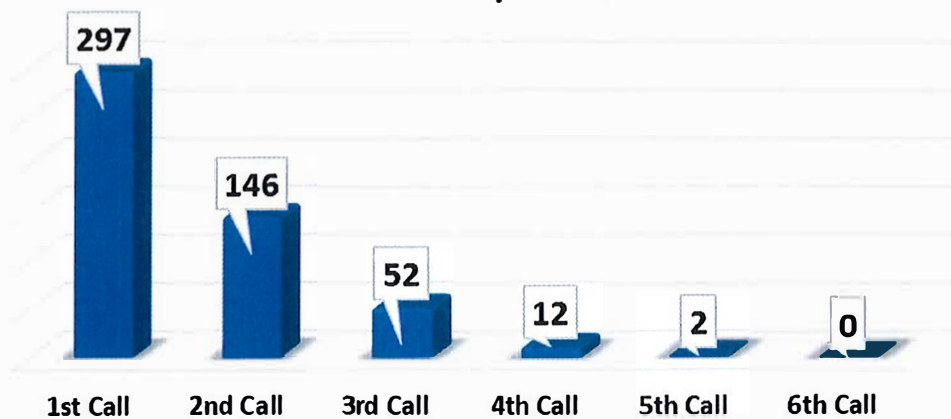
Call Volume By Vehicle



Interfacility Transports & Special Operations



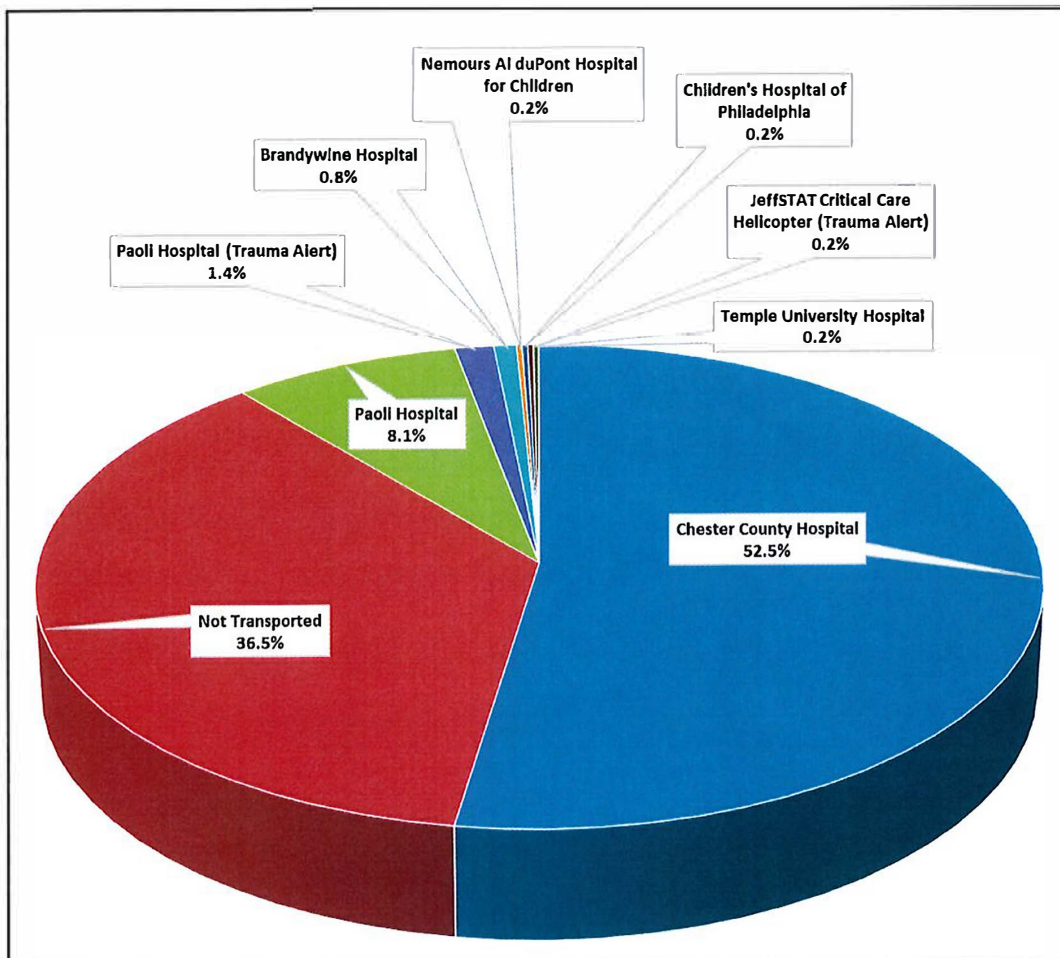
Call Sequence



HOSPITAL DESTINATION INFORMATION

Receiving Hospital	Total	%
Chester County Hospital	267	52.5%
Not Transported	186	36.5%
Paoli Hospital	41	8.1%
Paoli Hospital (Trauma Alert)	7	1.4%
Brandywine Hospital	4	0.8%
Nemours Al duPont Hospital for Children	1	0.2%
Children's Hospital of Philadelphia	1	0.2%
JeffSTAT Critical Care Helicopter (Trauma Alert)	1	0.2%
Temple University Hospital	1	0.2%
	509	
Transported:	323	63.5%
Not Transported:	186	36.5%
	509	

Non-Transport Breakdown	
Refusal	57
Recalled Enroute	29
Recalled On Scene	49
No Services	34
Lift Assist	12
DOA	2
Released to BLS	3
External ALS Assist	0
	186



MISCELLANEOUS CALL INFORMATION

Average Times

Dispatch To Enroute	01:20
Enroute To On Scene	06:30
On Scene Time	15:22
Transport Time	09:28
Dispatch To Available	43:07

Alcohol / Drug Suspicion

	Total	%
Alcohol	31	6.1%
Alcohol and Drugs	1	0.2%
Drugs	11	2.2%
Total:	43	8.4%
Unknown / Unable to Determine	24	4.7%

Calls Covering Other Agencies

Goshen Fire Co	26
Uwchlan Ambulance	17
Minquas Fire Co.	6
Longwood Fire Co	5
Concordville Fire Co	4
TowerDIRECT Medic 93	3
Malvern Fire Co	1
Riddle Hospital Paramedics	1
Souther Chester County EMS	1
Washington Hose Company	1
	65

Responses By Station

Main Station (Station 55)	403
East Goshen (Station 155)	37
East Bradford (Station 255)	69

West Chester University Calls

	Total	%
Total WCU Calls	6	1.2%
WCU Calls in West Chester	1	0.2%
WCU Calls in West Goshen	5	1.0%
WCU Calls in East Bradford	0	0.0%

Call Types

BLS - Sick Person	61	12.0%
ALS - Cardiac Problems	55	10.8%
BLS - Fall / Lift Assist	44	8.6%
ALS - Respiratory Difficulty	29	5.7%
Accident - BLS	27	5.3%
BLS - Emotional Disorder	26	5.1%
BLS - Injured Person	22	4.3%
ALS - Syncope	21	4.1%
BLS - Abdominal Pain	20	3.9%
ALS - CVA/Stroke	19	3.7%
EMS - Stand By - Fire	19	3.7%
ALS - Abdominal Pain	14	2.8%
ALS - Fall	12	2.4%
ALS - Seizures	12	2.4%
ALS - Unresponsive Person	12	2.4%
Alarm - BLS Medical	11	2.2%
BLS - Overdose	10	2.0%
ALS - Overdose	9	1.8%
ALS - Injured Person	8	1.6%
BLS - Hemorrhaging	7	1.4%
ALS - Hypotension	6	1.2%
ALS - Unconscious Person	6	1.2%
BLS - DOA	6	1.2%
ALS - Hemorrhaging	5	1.0%
ALS - Allergic/Med Reaction	4	0.8%
ALS - Cardiac/Resp Arrest	4	0.8%
ALS - Diabetic Emergency	4	0.8%
Accident - ALS	4	0.8%
BLS - Assault w/Injury	4	0.8%
BLS - Back Pain	4	0.8%
BLS - Unknown Nature	4	0.8%
ALS - Emotional Disorder	3	0.6%
BLS - Syncope	3	0.6%
ALS - Back Pain	2	0.4%
ALS - Choking	2	0.4%
ALS - Exposure to Heat/Cold	2	0.4%
Fire - Other Type Rescue	2	0.4%
ALS - Shooting	1	0.2%
ALS - Stabbing	1	0.2%
Accident - Entrapment	1	0.2%
BLS - Allergic/Med Reaction	1	0.2%
BLS - Seizures	1	0.2%
Fire - Hazmat	1	0.2%
	509	

Memo

To: Board of Supervisors
From: Dave Ware
Re: May 2021 Financial Report
Date: June 10, 2021

As of May 31st, net of pass throughs, the general fund had revenues of \$5,866,076 and expenses of \$4,130,740 for a positive variance of \$1,735,336. YTD positive variance vs. budget is \$508,532. As of May 31st, the general fund balance was \$7,157,910.

On the expense side, timing differences between actual and budget account for the majority of the variance YTD. Administration YTD expenses include 21 weeks of payroll, while the budget was based on 2019 which had 22 payroll weeks through May 31st. Parks and Recreation expenses YTD are lower due to a combination of lower equipment maintenance and repair and Bow Tree Pond 1 work that was delayed. Full year police expenses and revenues look to be in line with the 2021 Adopted Budget net result.

Revenues performed stronger than anticipated in the budget. Earned Income Tax is up nearly 6% vs. budget and 14% higher than prior year. Real Estate Transfer Tax exceeded YTD expectations by nearly 44% and prior year by 109%. Codes revenues are up \$52K, or 72%, vs. budget due to the increased number of building permits.

Other funds

- The **State Liquid Fuels Fund** had \$510,994 in revenues and \$0 in expenses. The fund balance is \$511,035.
- The **Capital Reserve Fund** had \$471,491 in revenues and \$740,097 expenses. The fund balance was \$4,754,311.
- The **Transportation Fund** had \$322 in revenues and \$30 in expenses. The fund balance was \$609,629.
- The **Sewer Operating Fund** had \$1,717,968 in revenues and \$1,204,951 in expenses. The fund balance was \$1,513,264.
- The **Refuse Fund** had \$531,684 in revenues and \$462,967 in expenses. The fund balance was \$598,857.
- The **Bond Fund** had \$265 in revenues and \$183,667 in expenses. The fund balance was \$3,001,221.
- The **Sewer Capital Reserve Fund** had \$423 in revenues and \$144,703 in expenses. The fund balance is \$2,106,049.
- The **Operating Reserve Fund** had \$541 in revenues and \$173 in expenses. The fund balance is \$2,630,531.

SUMMARY OF FUNDS REPORT (AKA "JOE REPORT")
ALL FUNDS MAY 2021
* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

	GENERAL FUND*	LIQUID FUELS STATE FUND	CAP RESV FUND	TRANSPORT. FUND	SEWER OP. FUND	REFUSE FUND	SEWER CAP RESV FUND	OPERATING RESERVE	TOWNSHIP FUNDS	MUNICIPAL AUTHORITY	BOND FUND
01/01/21 BEGINNING BALANCE	\$5,676,091	\$41	\$5,019,917	\$609,337	\$1,000,248	\$530,140	\$2,250,329	\$2,630,163	\$17,716,266	\$6,372	\$3,184,623
RECEIPTS											
310 TAXES	\$5,122,938	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,122,938	\$0	\$0
320 LICENSES & PERMITS	\$216,063	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$216,063	\$0	\$0
330 FINES & FORFEITS	\$15,205	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,205	\$0	\$0
340 INTERESTS & RENTS	\$42,110	\$0	\$63,045	\$322	\$213	\$94	\$423	\$541	\$106,749	\$2	\$265
350 INTERGOVERNMENTAL	\$3,928	\$510,994	\$411,446	\$0	\$0	\$0	\$0	\$0	\$926,368	\$0	\$0
360 CHARGES FOR SERVICES	\$235,022	\$0	\$0	\$0	\$1,717,754	\$531,590	\$0	\$0	\$2,484,366	\$3,188	\$0
380 MISCELLANEOUS REVENUES	\$591,942	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$591,942	\$564	\$0
390 OTHER FINANCING SOURCES	\$167,916	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167,916	\$186,332	\$0
	\$6,395,122	\$510,994	\$474,491	\$322	\$1,717,968	\$531,684	\$423	\$541	\$9,631,546	\$190,085	\$265
EXPENDITURES											
400 GENERAL GOVERNMENT	\$554,439	\$0	\$21,586	\$0	\$0	\$0	\$0	\$0	\$576,025	\$0	\$0
410 PUBLIC SAFETY	\$2,851,402	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,851,402	\$0	\$0
420 HEALTH & WELFARE	\$84,719	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$84,719	\$0	\$0
426 SANITATION & REFUSE	\$0	\$0	\$0	\$0	\$1,008,038	\$462,967	\$0	\$0	\$1,471,006	\$187,212	\$0
430 HIGHWAYS,ROADS & STREETS	\$710,485	\$0	\$182,400	\$30	\$0	\$0	\$0	\$0	\$892,915	\$0	\$0
450 CULTURE-RECREATION	\$142,982	\$0	\$212,714	\$0	\$0	\$0	\$0	\$0	\$355,695	\$0	\$183,667
460 CONSERVATION & DEVELOPMENT	\$574	\$0	\$322,937	\$0	\$0	\$0	\$0	\$0	\$323,512	\$0	\$0
470 DEBT SERVICE	\$115,342	\$0	\$0	\$0	\$155,112	\$0	\$0	\$0	\$270,454	\$0	\$0
480 MISCELLANEOUS EXPENDITURES	\$451,971	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$451,971	\$0	\$0
490 OTHER FINANCING USES	\$0	\$0	\$460	\$0	\$41,801	\$0	\$144,703	\$173	\$187,137	\$173	\$0
	\$4,911,914	\$0	\$740,097	\$30	\$1,204,951	\$462,967	\$144,703	\$173	\$7,464,835	\$187,384	\$183,667
2021 SURPLUS/(DEFICIT)*	\$1,483,209	\$510,994	(\$265,606)	\$292	\$513,016	\$68,716	(\$144,280)	\$369	\$2,166,711	\$2,701	(\$183,402)
CLEARING ACCOUNT ADJUSTMENTS	(\$1,390)										
5/31/21 ENDING BALANCE	<u>\$7,157,910</u>	<u>\$511,035</u>	<u>\$4,754,311</u>	<u>\$609,629</u>	<u>\$1,513,264</u>	<u>\$598,857</u>	<u>\$2,106,049</u>	<u>\$2,630,531</u>	<u>\$19,881,587</u>	<u>\$9,073</u>	<u>\$3,001,221</u>

EAST GOSHEN TOWNSHIP
GENERAL FUND SUMMARY
As of May 31, 2021

Account Title	2021 Annual Budget	2021 YTD Budget	2021 YTD Actual	\$ Variance	% Variance
EMERGENCY SERVICES EXPENSES	4,653,865	2,271,887	1,995,754	(276,133)	-12.2%
PUBLIC WORKS EXPENSES	2,271,502	857,253	927,805	70,552	8.2%
ADMINISTRATION EXPENSES	2,022,016	815,825	730,002	(85,824)	-10.5%
CODES EXPENSES	510,621	227,791	214,826	(12,965)	-5.7%
PARK AND RECREATION EXPENSES	661,575	214,684	171,344	(43,340)	-20.2%
TOTAL CORE FUNCTION EXPENSES	10,119,579	4,387,440	4,039,731	(347,710)	-7.9%
EMERGENCY SERVICES REVENUES	277,646	232,446	8,505	(223,941)	-96.3%
PUBLIC WORKS REVENUES	975,185	153,442	180,049	26,607	17.3%
ADMINISTRATION REVENUES	331,050	110,121	139,318	29,197	26.5%
CODES REVENUES	275,671	101,441	157,482	56,041	55.2%
PARK AND RECREATION REVENUES	165,419	63,139	72,220	9,081	14.4%
TOTAL CORE FUNCTION REVENUES	2,024,971	660,589	557,574	(103,015)	-15.6%
NET EMERGENCY SERVICES	4,376,219	2,039,442	1,987,250	(52,192)	-2.6%
NET PUBLIC WORKS	1,296,317	703,812	747,756	43,944	6.2%
NET ADMINISTRATION	1,690,966	705,704	590,684	(115,020)	-16.3%
NET CODES	234,950	126,350	57,343	(69,006)	-54.6%
NET PARK AND RECREATION	496,156	151,544	99,124	(52,421)	-34.6%
CORE FUNCTION NET SUBTOTAL	8,094,608	3,726,852	3,482,157	(244,695)	-6.6%
DEBT - PRINCIPAL	362,998	-	-	0	0.0%
DEBT - INTEREST	188,758	90,780	91,009	229	0.3%
TOTAL DEBT	551,756	90,780	91,009	229	0.3%
TOTAL CORE FUNCTION NET	8,646,364	3,817,632	3,573,166	(244,466)	-6.4%
NON-CORE FUNCTION REVENUE					
EARNED INCOME TAX	5,000,000	2,424,604	2,566,415	141,811	5.8%
REAL ESTATE PROPERTY TAX	2,045,609	1,965,789	1,961,394	(4,395)	-0.2%
REAL ESTATE TRANSFER TAX	675,000	278,439	400,023	121,584	43.7%
CABLE TELEVIS.FRANCHISE	430,000	215,601	210,313	(5,288)	0.0%
LOCAL SERVICES TAX	315,000	149,651	165,328	15,676	10.5%
OTHER INCOME	180,755	10,351	5,030	(5,322)	-51.4%
TOTAL NON CORE FUNCTION REVENUE	8,646,364	5,044,437	5,308,503	264,066	5.2%
NET RESULT	0	1,226,805	1,735,336	508,532	

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
1580 PAOLI PIKE
TUESDAY, June 1, 2021
Draft MINUTES**

Note: In light of the Coronavirus pandemic, this was a virtual video-conference meeting conducted via the Zoom platform. In response to media reports about the vulnerability of the Zoom platform, public participation was limited to telephone.

Present: Chairman David Shuey; Vice-Chairman Mike Lynch; Members: John Hertzog and Michele Truitt; Township Manager Rick Smith; Interim Township Manager Derek Davis, Public Works Director Mark Miller; Finance Director Dave Ware; Christina Morley (Pipeline Task Force)

Call to Order & Pledge of Allegiance

David called the meeting to order at 7:00 p.m. John led the Pledge of Allegiance. Michele asked for a moment of silence for all of the fallen, active, inactive and retired military members. David announced that the meeting is being recorded and livestreamed on YouTube.

Chairman's Report

David announced:

- The Board met in executive session prior to tonight's meeting with the Solicitor to discuss a pending legal matter related to the Paoli Pike Trail.
- Kelly Markus has resigned from the Sustainability Advisory Committee.
- The June 15th board meeting will be held in person at 7:00 PM at the Township building.

Approval of Minutes

Michele made a motion to approve the minutes of May 4, 2021, as amended and May 11, 2021. John seconded. The motion passed 4-0.

Approval of Treasurer's Reports

John made a motion to accept the receipts and approve the expenditures as presented in the Expenditure Register and as summarized in the May 27, 2021, Treasurer's Report. Michele seconded. The motion passed 4-0.

Old Business

Consider State Historic Preservation Office (SHPO) I Phase 1 Archeological Survey for Paoli Pike Trail Seg B Joint Permit Application.

Michele reported that after extensive research regarding this survey request, she learned that the project will be in jeopardy if this survey is not completed. She continued to after the initial survey is done, additional costs (which are unknown) may need to be incurred if there historically significant findings are made.

David made a motion to table this issue until the June 15th BOS meeting. Mike seconded the motion. The motion passed 4-0.

1 **New Business**

2 **Consider Stormwater O&M Agreement and In-Law Suite agreement for 1640 Eldridge Dr.**
3 Michele made a motion to authorize the Chairman to sign the storm water management operation
4 and maintenance agreement, and in-law suite agreement for 1640 Eldridge Drive. John seconded
5 the motion. The motion passed 4-0.
6

7 **Consider stormwater O&M Agreements for 527 Beaumont Circle and 1440 Linden Lane**

8 Michele made a motion to authorize the Chairman to sign the storm water management,
9 operation and maintenance agreements for:

10 1. 527 Beaumont Cir.

11 2. 1440 Linden Ln

12 John seconded. The motion passed 4-0.
13

14 **Consider recommendation for trailer replacement.**

15 Michele made a motion to purchase the Rogers Trailer in the amount of \$35,261.00 and to
16 authorize the Public Works Director to advertise the sale of the old trailer on Municibid and
17 accept the highest bid. John seconded. The motion passed 4-0.
18

19 **Consider recommendation of replacement for side discharge spreader.**

20 John made a motion to authorize the purchase of the side discharge spreader to Foley CAT in the
21 amount of \$8,925.00 and authorize the Public Works Director to put this piece of equipment on
22 Municibid and sell to the highest bidder. Mike seconded the motion. The motion passed 4-0.
23

24 **Consider recommendation to revisit Township Public Nuisance Ordinance as it**
25 **relates to pipeline construction.**

26 Michele made a motion that in light of the recent consent decree by the Chester County District
27 Attorney, Deb Ryan, and given the proposed pipeline and other infrastructure projects underway
28 and proposed in East Goshen Township, that the Board ask the Township Code staff, the
29 Pipeline Task Force and the Planning Commission to revisit the current public nuisance
30 ordinance as it relates to pipeline construction, maintenance and operations and furthermore to
31 identify any gaps in the current ordinance that would need to be addressed so the Township can
32 utilize any and all municipal enforcement and/or mitigation powers in order to protect the health,
33 safety, and welfare of our citizens. John seconded the motion.
34

35 Christina Morley added that the Task Force is requesting a gap analysis to the current public
36 nuisance ordinance that falls under Section 195.45, Storm Water Management. There is concern
37 that some issues such as air emissions or dust particles are not covered.
38

39 The motion passed 4-0.
40

41 **Consider request for assistance with stormwater run-off from O'Keefe property**

42 Mark Miller explained that the Township has completed all the work to assist the O'Keefe
43 property with the stormwater issue. The Board acknowledge receipt of the O'Keefe letter dated
44 May 10, 2021.
45
46

1 **Consider and discuss proposed Pipeline Awareness Ordinance**

2 David made a motion to approve the Pipeline Awareness Ordinance as originally presented by
3 the Planning Commission and authorize staff to advertise a public meeting to adopt this
4 ordinance. Mike seconded. The motion passed 4-0.

5
6 **Consider 2021 Sewer Rate adjustment**

7 Dave Ware recommended new sewer rates for 2021 in the amount of \$35.61 fixed and \$9.70 per
8 thousand gallons variable compared to the current rates of \$32.41 fixed and \$9.13/TG variable.
9 Therefore, the average bill for a single family detached home would be \$169.83 per quarter,
10 compared with \$152.62 a year ago; an increase of \$17.21/quarter. To collect all estimated sewer
11 costs in 2021, the Township would need to charge a fixed rate of \$33.61 and a variable rate of
12 \$10.27, which would increase the average bill to \$175.79/quarter, or \$23.17. If rates were left
13 unchanged, the average bill would rise by \$6.13 and with an annual deficit of about \$182,000.
14 Therefore, the rate recommendation is to split the difference. This change is scheduled for third
15 quarter billing (July 15, 2021).

16
17 John asked that why rates are increasing if water consumption is decreasing. Dave responded
18 that water consumption in commercial properties has decreased. Therefore, the average dwelling
19 rates are affected to address the existing infrastructure and maintenance costs.

20
21 John made a motion to adopt Resolution 2021-34B, the revised fee schedule, to amend the
22 Township's sewer rates to \$35.61 per quarter fixed and \$9.70 per thousand gallons variable.
23 Michele seconded. The motion passed 4-0.

24
25 **Consider proposal from Gannett Fleming for ongoing project management services on the**
26 **Milltown Dam Project**

27 Rick explained that the Township is waiting on the joint permit to be issued from DEP and the
28 Army Core of Engineers. Prior to the permit being issued, the ACOE requested that the
29 Township post a Public Notice and allow for public comment. Once the permits are issued, the
30 project will go out to bid and construction can begin.

31
32 There was discussion on the costs listed in the proposal from Gannett Fleming. David made a
33 motion to have staff negotiate the contract with clearly outlined terms and conditions and ask for
34 the rates to be held static for 2 years. John seconded. The motion passed 4-0.

35
36 **Any Other Matter**

37 **Goshen Fire Company Reports**

38 Bob Fleming, President of Goshen Fire Company, announced that the Board of Directors of the
39 Goshen Fire Company has unanimously recommended Rick Smith as an honorary member of the
40 Goshen Fire Company.

41
42 Grant Everhart reported that in May the Goshen Fire Company responded to 17 fire calls, 9 fire
43 police calls, and 141 EMS calls for a total 167 in the Township.

44 Grant explained how the Company bills for lift assists. If a resident subscribes to the EMS
45 program, lift assists are included. If a resident is a nonsubscriber, they are billed directly for the
46 service. Medicare does not pay for lift assists; this is an out-of-pocket expense. Skilled care units

1 should have staff that can address lift assists. If the Company is called to a skilled care unit for a
2 lift assist, they are billed directly.

3
4 Grant was excited to announce that they will be holding the Goshen Fair from 8/2 – 8/7.

5
6 Grant briefed the Board about the 5/13 Boot Road pumping station incident. He explained that
7 the Energy Transfer Control Center called 911 to report a gas alarm. Grant arrived at the pump
8 house at 10:20 pm and noted no visible leak in the pump house. Since this is not an odorized gas,
9 they must rely on the meter readings. Outside of the pump house the readings were 0. Chester
10 County Hazmat was dispatch to assist, and Sunoco had team members present. Grant acted as the
11 incident commander. Throughout the incident explosive gases were never detected and all
12 systems seemed to work correctly. He added that the flare stack functioned as designed and
13 worked properly. Since the incident was contained to the inside of the pump house, no residents
14 were notified.

15
16 Christina Morley asked what would trigger community notification to residents surrounding the
17 incident area. Bob Fleming stated that since there were no readings outside of the pump house
18 with the nature of the product in mind, no notifications were made. Bob stressed that this
19 incident, including resident notifications, will be thorough review at the July County Local
20 Emergency Planning Committee (LEPC) meeting and the Pipeline Safety Advisory Board.

21 22 **Additional Items**

23 Michele made a motion to accept the Pipeline Task Force recommendations regarding the Judge
24 Barnes Findings and direct staff to prepare and file by the June 3rd deadline. Mike seconded. The
25 motion passed 4-0.

26
27 The Board discussed and acknowledged that they will hold a joint executive session with the
28 Municipal Authority on Monday, June 14 at 6 pm regarding the West Goshen pump station
29 improvements.

30 31 **Correspondence, Reports of Interest**

32 The Board acknowledged the May 10th letter from Charles MacDonald for the phenomenal work
33 done by the Public Works Department. The Board also acknowledged the thank you letter from
34 the Chester County Library.

35 36 **Adjournment**

37 There being no further business, Michele made a motion to adjourn at 8:59 pm. Mike seconded.
38 The motion passed 4-0.

39
40 Respectfully submitted,
41 *Susan D'Amore*

42
43 Attached: May 27, 2021, Treasurer's Report

**TREASURER'S REPORT
RECEIPTS AND BILLS**

May 6, 2021 - May 27, 2021

GENERAL FUND

Real Estate Tax	\$29,337.66
Earned Income Tax	\$419,703.05
Local Service Tax	\$64,400.47
Transfer Tax	\$138,779.73
General Fund Interest Earned	\$0.00
Total Other Revenue	\$177,651.14
Total General Fund Receipts:	\$829,872.05

Accounts Payable	\$316,601.18
Electronic Pmts:	
Credit Card	\$7,172.40
Postage	\$0.00
Debt Service	\$4,011.89
Payroll	\$207,935.43
Total Expenditures:	\$535,720.90

STATE LIQUID FUELS FUND

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

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total Capital Reserve Fund Receipts:	\$0.00

Accounts Payable	\$8,036.91
Total Expenditures:	\$8,036.91

TRANSPORTATION FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total Transportation Fund Receipts:	\$0.00

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

SEWER OPERATING FUND

Receipts	\$356,281.49
Interest Earned	\$0.00
Total Sewer Operating Fund Receipts:	\$356,281.49

Accounts Payable	\$63,131.99
Electronic Pmts:	
Credit Card	\$0.00
Debt Service	\$23,863.52
Total Expenditures:	\$86,995.51

REFUSE FUND

Receipts	\$92,059.60
Interest Earned	\$0.00
Total Refuse Fund Receipts:	\$92,059.60

Accounts Payable	\$28,445.83
Credit Card	\$0.00
Total Expenditures:	\$28,445.83

BOND FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total Bond Fund Receipts:	\$0.00

Accounts Payable	\$17,767.32
Total Expenditures:	\$17,767.32

SEWER CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total Sewer Capital Reserve Fund Receipts:	\$0.00

Accounts Payable	\$34.50
Total Expenditures:	\$34.50

OPERATING RESERVE FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total Operating Reserve Fund Receipts:	\$0.00

Accounts Payable	\$34.50
Total Expenditures:	\$34.50

\$1,278,213.14

\$677,035.47
\$207,935.43
(\$469,100.04)

**EAST GOSHEN TOWNSHIP
MEMORANDUM**

TO: BOARD OF SUPERVISORS
FROM: DAVE WARE
SUBJECT: PROPOSED PAYMENTS OF BILLS
DATE: JUNE 10, 2021

Attached please find the Treasurer's Report for the weeks of May 27, 2021 – June 10, 2021.

The General Fund expenses includes a reduction of our WEGO contribution for June in the amount of (\$220,940.42) due to a 2020 surplus credit being applied.

The Capital Reserve Fund incurred \$1,060.83 Paoli Pike Trail expenses for construction inspection services for Segments C/D/E that were offset by an equal amount of grant funds received.

The Sewer Operating Fund incurred a \$36,306.35 Tapping Fee expense for East Goshen Township's 1/6th share of the 2020 costs including the "Priority A – Interceptor Rehabilitation Project".

The Bond Fund expenses include \$4,125 for Milltown Dam engineering services, \$17,239.49 for Hershey's Mill Dam engineering services, and \$14,329.75 for engineering services for Paoli Pike Trail segments A and B.

Recommended motion: Mr. Chairman, I move that we graciously accept the receipts and approve the expenditures as presented in the Expenditure Register and as summarized in the Treasurer's Report.

**TREASURER'S REPORT
RECEIPTS AND BILLS**

May 27, 2021 - June 10, 2021

GENERAL FUND

Real Estate Tax	\$32,025.03
Earned Income Tax	\$231,139.62
Local Service Tax	\$8,839.77
Transfer Tax	\$0.00
General Fund Interest Earned	\$263.69
Total Other Revenue	\$39,364.49

Total General Fund Receipts: \$311,632.60

Accounts Payable	\$223,564.70
Electronic Pmts:	
Credit Card	\$2,598.42
Postage	\$0.00
Debt Service	\$0.00
Payroll	\$155,391.67

Total Expenditures: \$381,554.79

STATE LIQUID FUELS FUND

Receipts	\$0.00
Interest Earned	\$0.08
Total State Liquid Fuels Receipts:	\$0.08

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

CAPITAL RESERVE FUND

Receipts	\$1,060.83
Interest Earned	\$182.03
Total Capital Reserve Fund Receipts:	\$1,242.86

Accounts Payable	\$1,060.83
Total Expenditures:	\$1,060.83

TRANSPORTATION FUND

Receipts	\$0.00
Interest Earned	\$45.66
Total Transportation Fund Receipts:	\$45.66

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

SEWER OPERATING FUND

Receipts	\$148,284.61
Interest Earned	\$51.58

Total Sewer Operating Fund Receipts: \$148,336.19

Accounts Payable	\$54,448.48
Electronic Pmts:	
Credit Card	\$669.53
Debt Service	\$0.00
Total Expenditures:	\$55,118.01

REFUSE FUND

Receipts	\$50,015.44
Interest Earned	\$25.34
Total Refuse Fund Receipts:	\$50,040.78

Accounts Payable	\$1,478.32
Credit Card	\$64,559.33
Total Expenditures:	\$66,037.65

BOND FUND

Receipts	\$0.00
Interest Earned	\$47.99
Total Bond Fund Receipts:	\$47.99

Accounts Payable	\$35,694.24
Total Expenditures:	\$35,694.24

SEWER CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$81.42
Total Sewer Capital Reserve Fund Receipts:	\$81.42

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

OPERATING RESERVE FUND

Receipts	\$0.00
Interest Earned	\$102.13
Total Operating Reserve Fund Receipts:	\$102.13

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

Report Date 06/03/21

Expenditures Register
GL-2106-78957

PAGE 1

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
1471				WESTTOWN-EAST GOSHEN POLICE						
65604	1	01410	5300	POLICE GEN.EXPENSE	060121	06/03/21	06/01/21	06/03/21	21322 p	336,689.51
				JUNE 2021 CONTRIBUTION						
65604	2	01410	5300	POLICE GEN.EXPENSE	060121	06/03/21	06/01/21	06/03/21	21322 p	-220,940.42
				LESS SURPLUS CREDIT						
										115,749.09
										115,749.09
										1 Prepaids, totaling 115,749.09
										0 Printed, totaling 0.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	115,749.09	GENERAL FUND
		115,749.09	

PERIOD SUMMARY

Period	Amount
2106	115,749.09
	115,749.09

Legend:

Expenditures Register Spooling to Windows Printers

Print those ready to UPDATE

Sorting by vendor

Printing for GL Period 2106

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Report Date 06/04/21

Expenditures Register
GL-2106-78983

PAGE 1

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05 SEWER OPERATING										
1393				US POSTMASTER						
65609	1	05429	3250	ADMIN.- POSTAGE	060421	06/04/21	06/04/21	06/04/21	4684	131.07
				LATE NOTICES - QTR.2-2021						
										131.07
06 REFUSE										
1393				US POSTMASTER						
65609	2	06427	3250	POSTAGE	060421	06/04/21	06/04/21	06/04/21	781	131.06
				LATE NOTICES - QTR.2-2021						
										131.06
										262.13
										2 Printed, totaling 262.13

FUND SUMMARY

Fund	Bank Account	Amount	Description
05	05	131.07	SEWER OPERATING
06	06	131.06	REFUSE
		262.13	

PERIOD SUMMARY

Period	Amount
2106	262.13
	262.13

Legend:

Expenditures Register Spooling to Windows Printers

Print those ready to UPDATE

Sorting by vendor

Printing for GL Period 2106

MARPO5 run by BARBARA 1 : 03 PM

Report Date 06/09/21

Expenditures Register

PAGE 1

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03	CAPITAL RESERVE FUND									
1349				TRAFFIC PLANNING & DESIGN INC.						
	65610	1	03460 7403	PAOLI PK. TRAIL - SEGMENT.C	INVOICE #13	06/09/21	06/09/21	06/09/21	1463	353.61
				PAOLI PK. SHARED USE PROJ. #13						
	65610	2	03460 7404	PAOLI PK. TRAIL - SEGMENT.D	INVOICE #13	06/09/21	06/09/21	06/09/21	1463	353.61
				PAOLI PK. SHARED USE PROJ. #13						
	65610	3	03460 7405	PAOLI PK. TRAIL - SEGMENT.E	INVOICE #13	06/09/21	06/09/21	06/09/21	1463	353.61
				PAOLI PK. SHARED USE PROJ. #13						
										1,060.83
										1,060.83
1 Printed, totaling										1,060.83

FUND SUMMARY

Fund	Bank Account	Amount	Description
03	03	1,060.83	CAPITAL RESERVE FUND
		1,060.83	

PERIOD SUMMARY

Period	Amount
2106	1,060.83
	<u>1,060.83</u>

Legend:

Expenditures Register Spooling to Windows Printers

Print those ready to UPDATE

Sorting by vendor

Printing for GL Period 2106

Doing a page break

MARP05 run by BARBARA 10 : 11 AM

PAGE 1

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
2226				21ST CENT.MEDIA NEWS #884433						
65615	1	01401	3400	ADVERTISING - PRINTING NOTICE - WC AREA COG MEETING	2171665	06/09/21		06/09/21		46.62
65615	2	01401	3400	ADVERTISING - PRINTING NOTICE - ZONING HEARING BOARD	2167631	06/09/21		06/09/21		728.94
										775.56
4021				A-JON CONSTRUCTION INC.						
65616	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS 1.5 CYDS CONCRETE <i>Twp Building Mt</i>	48077	06/09/21		06/09/21		412.50
										412.50
68				AMS APPLIED MICRO SYSTEMS LTD.						
65618	1	01401	3120	CONSULTING SERVICES MAY 2021	67725	06/09/21		06/09/21		1,152.00
65618	2	01414	5001	ZONING IT CONSULTING MAY 2021 GEO PLAN	67725	06/09/21		06/09/21		28.00
										1,180.00
1657				AQUA PA						
65624	1	01409	3600	TWP. BLDG. - FUEL, LIGHT, WATER 000309820 0309820 4/20-5/20/21 FR	052421 FR	06/09/21		06/09/21		214.78
65625	1	01409	3600	TWP. BLDG. - FUEL, LIGHT, WATER 000309828 0309828 4/20-5/20/21 TB	052421 TB	06/09/21		06/09/21		239.92
65626	1	01409	3605	PW BLDG - FUEL,LIGHT,SEWER & WATER 000496917 03097988 4/20-5/20/21 PW	052421 PW	06/09/21		06/09/21		283.44
65627	1	01409	3600	TWP. BLDG. - FUEL, LIGHT, WATER 000309801 0309801 4/23-5/25/21 BS	052721 BS	06/09/21		06/09/21		19.97
										758.11
4217				AQUA PA						
65628	1	01411	3630	HYDRANT & WATER SERVICE 000310033 0310033 4/30-5/28/21 186	060121 279	06/09/21		06/09/21		4,809.96
65628	2	01411	3631	HYDRANTS - RECHARGE EXPENSE 000310033 0310033 4/30-5/28/21 93	060121 279	06/09/21		06/09/21		2,404.98
65629	1	01411	3630	HYDRANT & WATER SERVICE 000309987 0309987 4/30-5/28/21 HY6	060121 HY6	06/09/21		06/09/21		155.16
										7,370.10

BATCH 4 OF 5

PAGE 2

[illegible]

Report Date 06/10/21

Expenditures Register
GL-2106-79079

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
317				CONTRACTOR'S CHOICE						
	65641	1	01430 2330	VEHICLE MAINT AND REPAIR SEALS FOR SAWS	00260133	06/09/21		06/09/21		41.94
										41.94
1990				CRYSTAL SPRINGS						
	65642	1	01401 2100	MATERIALS & SUPPLIES COFFEE	3154612 060421	06/09/21		06/09/21		187.61
										187.61
3613				DELAWARE VALLEY HEALTH TRUST						
	65645	1	01486 1560	HEALTH, ACCID. & LIFE	20648	06/09/21		06/09/21		52,566.36
				JUNE 2021 PREMIUM MEDICAL/RX						
	65645	2	01213 1000	DENTAL INSURANCE W/H	20648	06/09/21		06/09/21		1,888.84
				JUNE 2021 PREMIUM DENTAL						
										54,455.20
366				DELL MARKETING L.P.						
	65644	1	01407 2130	COMPUTER EXPENSE	10490605705	06/09/21		06/09/21		869.28
				LATITUDE 5510 LAPTOP						
										869.28
3220				DIMARTINI, VINCENT						
	65646	1	01487 4600	TRAINING & SEMINARS-EMPTY	060321	06/09/21		06/09/21		65.00
				REIMBUREMENT - PENNBOC PLUMBING						
				DESING SEMINAR						
	65646	2	01413 3000	GENERAL EXPENSE	060321	06/09/21		06/09/21		85.00
				REIMBURSEMNT-PENNBOC MEMBERSHP 2021						
	65646	3	01487 1500	MISC. EMPLOYEE BENEFITS	060321	06/09/21		06/09/21		75.00
				REIMBURSEMENT - COVID TEST						
	65646	4	01487 4600	TRAINING & SEMINARS-EMPTY	060321	06/09/21		06/09/21		20.00
				REIMBURSEMENT RE: PHRC HEALTHY HOME						
				WEBINAR						
										245.00
418				EAGLE POWER AND EQUIPMENT						
	65647	1	01430 2330	VEHICLE MAINT AND REPAIR	P11159	06/09/21		06/09/21		76.18
				PINS FOR CASE#585						
	65648	1	01430 2330	VEHICLE MAINT AND REPAIR	P01856	06/09/21		06/09/21		18.99
				ROCKER SWITCH - MOWER #11						
				Mower Parts						95.17

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
3693				ELMWOOD PARK ZOO						
	65649	1	01452 2010	SUMMER PROGRAM FIELD TRIPS	104078	06/09/21		06/09/21		1,256.25
				SUMMER CAMP TRIP 7/7/21						
										1,256.25
489				FISHER & SON COMPANY INC						
	65650	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS	0000222961-IN	06/09/21		06/09/21		438.00
				GAMESAVER SEED MIX - VARIOUS JOBS						
										438.00
1876				FOLEY INC.						
	65651	1	01438 3840	EQUIPMENT RENTAL	A8116702	06/09/21		06/09/21		2,995.00
				SKID STEER RENTAL 5/3-5/31/21						
				Skidsteer with Grinder ML						2,995.00
4474				GOEBEL, TAMMI						
	65654	1	01367 3100	SUMMER PROGRAM	826104	06/09/21		06/09/21		618.00
				REFUND RE: SUMMER CAMP CANCELTATION						
										618.00
563				GRAINGER						
	65655	1	01430 2330	VEHICLE MAINT AND REPAIR	9913446655	06/09/21		06/09/21		106.00
				SUCTION CUP MOUNTS						
										106.00
2631				GRAPHIC IMPRESSIONS OF AMERICA INC.						
	65656	1	01401 2100	MATERIALS & SUPPLIES	21-1697	06/09/21		06/09/21		52.00
				BUSINESS CARDS - DEREK DAVIS						
	65657	1	01452 2000	SUMMER PROGRAM SUPPLIES	21-1679	06/09/21		06/09/21		620.00
				T-SHIRTS - SUMMER CAMP						
										672.00
679				INTERCON TRUCK EQUIPMENT						
	65658	1	01430 2330	VEHICLE MAINT AND REPAIR	1086978-IN	06/09/21		06/09/21		309.68
				MUD FLAPS						
	65659	1	01430 2330	VEHICLE MAINT AND REPAIR	1086936-IN	06/09/21		06/09/21		58.08
				LS PIVOT ASSEMBLY FOR ALUM.TENSION						
				BOW Tarp						
	65660	1	01430 2330	VEHICLE MAINT AND REPAIR	1086846-IN	06/09/21		06/09/21		60.63
				ELEC.JACK COVER - #23 CHIPPER						
	65661	1	01430 2330	VEHICLE MAINT AND REPAIR	1086845-IN	06/09/21		06/09/21		5.19
				LYNCH PINS						
				Dump Trailer						433.58

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1785				PENNSYLVANIA STATE POLICE						
	65695	1	01401 3000	GENERAL EXPENSE R25179682 BKGRND.CHECK FOWERS	060221	06/09/21		06/09/21		22.00
	65695	2	01401 3000	GENERAL EXPENSE R25179683 BKGRND.CHECK SORENSON	060221	06/09/21		06/09/21		22.00
	65695	3	01401 3000	GENERAL EXPENSE R25179684 BKGRND.CHECK SMITH	060221	06/09/21		06/09/21		22.00
	65695	4	01401 3000	GENERAL EXPENSE R25179685 BKGRND.CHECK MAYCOOK	060221	06/09/21		06/09/21		22.00
	65695	5	01401 3000	GENERAL EXPENSE R25179686 BKGRND.CHECK WILKINS	060221	06/09/21		06/09/21		22.00
	65695	6	01401 3000	GENERAL EXPENSE R25179687 BKGRND.CHECK CLYDE	060221	06/09/21		06/09/21		22.00
	65695	7	01401 3000	GENERAL EXPENSE R25179688 BKGRND.CHECK JACKSON	060221	06/09/21		06/09/21		22.00
	65695	8	01401 3000	GENERAL EXPENSE R25179689 BKGRND.CHECK WEILAND	060221	06/09/21		06/09/21		22.00
	65695	9	01401 3000	GENERAL EXPENSE R25179690 BKGRND.CHECK WILKINS	060221	06/09/21		06/09/21		22.00
	65695	10	01401 3000	GENERAL EXPENSE R25179691 BKGRND.CHECK OLSEN	060221	06/09/21		06/09/21		22.00
	65695	11	01401 3000	GENERAL EXPENSE R25179798 BKGRND.CHECK STOCK	060221	06/09/21		06/09/21		22.00
	65695	12	01401 3000	GENERAL EXPENSE R25179799 BKGRND.CHECK CLYDE, P.	060221	06/09/21		06/09/21		22.00
	65695	13	01401 3000	GENERAL EXPENSE R25179800 BKGRND.CHECK BIRD, S.	060221	06/09/21		06/09/21		22.00
	65695	14	01401 3000	GENERAL EXPENSE R25179801 BKGRND.CHECK CUBIDES	060221	06/09/21		06/09/21		22.00
	65695	15	01401 3000	GENERAL EXPENSE R25185004 BKGRND.CHECK FOREMAN	060221	06/09/21		06/09/21		22.00
	65695	16	01401 3000	GENERAL EXPENSE R25185005 BKGRND.CHECK RODRIGUEZ	060221	06/09/21		06/09/21		22.00
	65695	17	01452 2025	SUMMER PROGRAM GENERAL EXPENSE R25214579 BKGRND.CHECK LEBLANC	060221	06/09/21		06/09/21		22.00
										374.00
991				PSATS						
	65698	1	01401 3070	PSATS EXPENSE PA TOWNSHIP NEWS SUBSCRIPTION-MARK MILLER	INV-93811-B9W7	06/10/21		06/10/21		36.00
										36.00

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05 SEWER OPERATING										
1658				AQUA PA						
65619	1	05420	3604	MILL VAL./BARKWAY UTILITIES 000363541 0357724 4/20-5/20/21 BK	052421 BK	06/09/21		06/09/21		18.73
65620	1	05420	3602	C.C. COLLECTION -UTILITIES 000300141 0300141 4/20-5/20/21 GH	052421 GH	06/09/21		06/09/21		19.97
65621	1	05420	3602	C.C. COLLECTION -UTILITIES 000305003 0305003 4/26-5/26/21 WW	052821 WW	06/09/21		06/09/21		32.15
65622	1	05420	3602	C.C. COLLECTION -UTILITIES 000309826 0309826 4/23-5/25/21 TH	052721 TH	06/09/21		06/09/21		42.26
65623	1	05422	3601	R.C. COLLEC.-UTILITIES 001533998 1087842 4/30-5/25/21 TWN	052721 TWN	06/09/21		06/09/21		14.69
										127.80
2914				BIG FISH ENVIRONMENTAL SERVICES INC.						
65632	1	05422	4500	R.C. STP-CONTRACTED SERV. SERVICES RE: RCSTP MAY 2021	21-0531	06/09/21		06/09/21		13,852.74
										13,852.74
151				BLOENSKI DISPOSAL CO, CHARLES						
65633	1	05422	4502	R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS WITH LINER 5/24/21	181622	06/09/21		06/09/21		186.00
										186.00
197				BUCKLEY BRION MCGUIRE & MORRIS						
65636	1	05429	3140	ADMIN - LEGAL LEGAL SERVICE -5/12-5/25/21	25701	06/09/21		06/09/21		301.12
										301.12
356				DECKMAN MOTOR & PUMP INC.						
65643	1	05422	3700	R.C. STP-MAINT.& REPAIRS INSPECT & REBUILD FRANKLIN PUMP <i>Apple Brook Pump</i>	3456	06/09/21		06/09/21		175.00
										175.00
3675				NETCARRIER TELECOM INC. 67889						
65673	1	05420	3602	C.C. COLLECTION -UTILITIES 6/1/21 - 6/30/21	725464	06/09/21		06/09/21		52.79
										52.79

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
3676				NETCARRIER TELECOM INC. 67890						
	65676	1	05422 3600	R.C STP -UTILITIES 6/1/21 - 6/30/21	725465	06/09/21		06/09/21		52.71
										52.71
3677				NETCARRIER TELECOM INC. 67887						
	65674	1	05420 3602	C.C. COLLECTION -UTILITIES 6/1/21 - 6/30/21	725462	06/09/21		06/09/21		52.79
										52.79
3678				NETCARRIER TELECOM INC. 67888						
	65675	1	05420 3603	ASHBRIDGE - UTILITIES 6/1/21 - 6/30/21	725463	06/09/21		06/09/21		52.83
										52.83
3725				NETCARRIER TELECOM INC. 68255						
	65671	1	05420 3604	MILL VAL./BARKWAY UTILITIES 6/1/21 - 6/30/21	725587	06/09/21		06/09/21		53.99
										53.99
2827				PECO - 04725-43025						
	65685	1	05420 3603	ASHBRIDGE - UTILITIES 04725-43025 5/3-6/2/21 WYLPEN PUMP	060321	06/09/21		06/09/21		414.92
										414.92
1005				PENNSYLVANIA ONE CALL SYSTEM						
	65694	2	05420 3701	C.C. INTERCEPT.-MAINT.&REP MONTHLY ACTIVITY FEE - MAY 2021	0000907491	06/09/21		06/09/21		56.94
	65694	3	05420 3702	C.C. COLLEC.-MAINT.& REPR. MONTHLY ACTIVITY FEE - MAY 2021	0000907491	06/09/21		06/09/21		56.94
										113.88
1082				PIPE DATA VIEW						
	65696	1	05420 3702	C.C. COLLEC.-MAINT.& REPR. CLEAN SANITARY LINES - HERSHEY MILL <i>Estates by Tennis Court</i>	20207	06/09/21		06/09/21		645.00
										645.00
4354				POSM SOFTWARE						
	65697	1	05420 3702	C.C. COLLEC.-MAINT.& REPR. PIPE CAMERA SOFTWARE CONTR. 8/1/21- 7/31/22	1709	06/09/21		06/09/21		375.00
	65697	2	05422 3701	R.C. COLLEC.-MAINT.& REPR PIPE CAMERA SOFTWARE CONTR. 8/1/21- 7/31/22	1709	06/09/21		06/09/21		375.00

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
06	REFUSE									
197				BUCKLEY BRION MCGUIRE & MORRIS						
	65636	2	06427 3140	LEGAL SERVICES	25701	06/09/21		06/09/21		301.12
				LEGAL SERVICE -5/12-5/25/21						
										301.12
4081				TOTAL RECYCLE INC.						
	65703	1	06427 4504	RECYCLING FEES	0000011074	06/10/21		06/10/21		1,046.14
				MAY 2021 RECYCLING FEES						
										1,046.14

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
08	BOND FUNDS (CAPITAL PROJECTS)									
1970				GANNETT FLEMING INC.						
65652	1	08454	6010	MILLTOWN DAM ENGINEERING	60466.16*115223	06/09/21		06/09/21		4,125.00
				ENGINEERING SERV. 12/23/20-5/7/21 -						
				MILLTOWN DAM						
65653	1	08454	6050	HERSHEY'S MILL ENGINEERING	60466.17*115256	06/09/21		06/09/21		17,239.49
				ENGINEERING SERV. 1/30-5/7/21 HERSH						
				EYS MILL DAM						
										21,364.49
3551				MCMANON ASSOCIATES INC.						
65667	1	08459	6001	SEGMENTS A&B ENGINEERING	177490	06/09/21		06/09/21		14,329.75
				SERVICES RE: PAOLI PK. TRAIL A&B						
										14,329.75
										199,174.52
										0 Printed, totaling 199,174.52

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	107,815.61	GENERAL FUND
05	05	54,317.41	SEWER OPERATING
06	06	1,347.26	REFUSE
08	08	35,694.24	BOND FUNDS (CAPITAL PROJECTS)
		199,174.52	

PERIOD SUMMARY

Period	Amount
2106	199,174.52
	199,174.52

Legend:

Expenditures Register Previewing to your screen

Print those ready to pay

Sorting by vendor

Printing for GL Period 2106

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MARPO5 run by BARBARA 10 : 11 AM

Report Date 06/10/21

Procurement Card Entries

PAGE 1

Per	Budget #	Sub#	Description	Vendr	Vendor Name	Invoice #	Inv Date	Credit	Src	Trx #	#	U
2106			CREDIT CARD PAYMENT									-
	06427	4500	RESIDENTIAL PICK/UP JUNE 2021	2762	AJB A.J. BLOSENSKI INC.	16103364	06/01/21	57,909.83	PC	79083	1	
	06427	4502	WEEK 5/24/21 - 5/28/21	241	C.C. SOLID WASTE AUTHORITY	60478-R	05/31/21	6,649.50	PC	79083	2	
	05422	4502	WEEK 5/24/21 - 5/28/21	241	C.C. SOLID WASTE AUTHORITY	60478-S	05/31/21	669.53	PC	79083	3	
	01430	2320	179 GALS. GASOLINE	1161	REILLY & SONS INC	10848083	05/27/21	442.13	PC	79083	4	
	01430	2320	161.5 GALS. GASOLINE	1161	REILLY & SONS INC	10858170	06/03/21	404.56	PC	79083	5	
	01430	2320	367.90 GALS. DIESEL	1161	REILLY & SONS INC	10848082	05/27/21	878.91	PC	79083	6	
	01430	2320	358.3 GALS. DIESEL	1161	REILLY & SONS INC	10858243	06/03/21	872.82	PC	79083	7	
								67,827.28				
								67,827.28				

GENERAL LEDGER SUMMARY

GL Account #	Debit	Credit	Description
014XX-XXXX	2,598.42		GENERAL FUND Expense Account
01107-1010		2,598.42	GENERAL FUND Bank Account
054XX-XXXX	669.53		SEWER OPERATING Expense Account
05100-1005		669.53	SEWER OPERATING Bank Account
064XX-XXXX	64,559.33		REFUSE Expense Account
06100-1005		64,559.33	REFUSE Bank Account

Legend:

Procurement Card Entries Spooling to Windows Printers

Printing for GL Period 2106

Printing for Status N


Creating a CSV Spreadsheet file.

MARF17 run by BARBARA 11 : 08 AM

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice: 610-692-7171
Fax: 610-692-8950
E-mail: mgordon@eastgoshen.org

Date: 6/10/2021
To: Board of Supervisors
From: Mark Gordon, Township Zoning Officer 
Re: **Paoli Pike Trail Seg. B Joint Permit Application**
State Historic Preservation Office (SHPO) / Phase 1 Archeological Survey

Dear Board Members,

As you know, McMahon Associates advised has advised us that the Joint Permit submission for the project must include a Phase 1 Archeological survey. As part of the review process, the PA SHPO is requiring this additional study to be included with the final Joint Permit Application to DEP. **This study was not anticipated or included in the original McMahon contract for engineering services.**

This survey requires McMahon's sub consultant (Lotus Environmental) to conduct research of the project area, perform shovel test excavations, conduct analysis of the shovel excavations, and produce a report to submit with the Joint Permit Application.

A full description of the scope of work and a proposal to conduct the archeology investigation is enclosed for your review. **The cost proposal for the Phase 1 Archeological Survey is \$17,400.**



TRANSPORTATION ENGINEERS & PLANNERS

McMahon Associates, Inc.
835 Springdale Drive, Suite 200
Exton, PA 19341
P. 610.594.9995
mcmahonassociates.com

May 6, 2021

Mr. Louis (Rick) Smith
Township Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

RE: **Proposal for Engineering Services – Supplement No. 3**
Paoli Pike Trail – Segments A and B
East Goshen Township, Chester County, PA
McMahon Project No. 816417.20

Dear Mr. Smith:

McMahon Associates, Inc. (McMahon) is pleased to provide this proposal to perform supplemental engineering services for work associated with the Paoli Pike Trail Project. Segment B will require the submission of a Joint Permit Application for review by the PADEP and U.S. Army Corps of Engineers. The application process requires the applicant (Township) to submit a project review form to the Pennsylvania State Historic Preservation Office (SHPO) for review and concurrence that the project has no impacts to above ground structures and archaeological resources. Based on their review letter dated April 16, 2021, it is their opinion that a Phase I Archaeological Survey should be conducted to locate potentially significant resources based on their concern with the existing topographic setting (farmland), soil type and slope and proximity to water. Please note that this initial coordination was completed under our current contract. The Phase I Archaeological Survey will need to be completed and reviewed for approval by the SHPO prior receiving final approval for the Joint Permit. The additional services include our subconsultant to complete the Phase I Archaeological Survey in accordance with the following scope of services:

Scope of Services

Task 1 – Archaeological Investigations

Lotus will conduct archaeological investigations for the project. The archaeological investigations will be conducted in accordance with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, and the implementing regulations developed by the Advisory Council on Historic Preservation (36 CFR 800), as amended. The studies will follow the requirements set forth in the Pennsylvania Historical and Museum Commission's (PHMC) Pennsylvania State Historic Preservations Office (SHPO): Guidelines for Archaeological Investigations (2017). State involvement for permitting will be addressed under the authority of the Environmental Rights amendment, Article 1, Section 27 of the Pennsylvania Constitution and the Pennsylvania History Code, 37 Pa. Cons. Stat. Section 500 et seq. (1988).

Coordination: Lotus will coordinate with the SHPO to delineate the Area of Potential Effects (APE) and appropriate levels of investigation and documentation for the project.

Background Research: Lotus will review the Pennsylvania Historical and Museum Commissions (PHMC) PA-Share database to research previously identified archaeological sites and historic structures located within the project area. Lotus will also conduct background research on the environmental setting, previous research, and the prehistory and history of the project area to provide a context within which archaeological resources can be assessed.

Shovel Test Excavation: It is anticipated that the field effort necessary to identify archaeological resources will consist of the subsurface excavation of a series of STPs within undisturbed portions of the APE for this project. STPs will measure 0.57-meter (22 inches) in diameter and will be excavated to culturally sterile subsoil horizons or 0.75-meter, whichever is shallower. Excavated soils will be screened through 0.25-inch hardware cloth. Where feasible, STPs will be excavated by stratigraphic level, and recovered artifacts will be collected separately by provenience. Upon completion of the archaeological investigations, STPs will be backfilled to their original grade. It is assumed that a maximum number of 60 STPs will be excavated. STPs will be excavated to a depth not to exceed 0.75 meters below ground surface. At this time, it is not anticipated that deep testing and/or geomorphological analysis will be necessary.

Laboratory Analysis: Lotus will perform analysis and curation of artifacts and cultural materials if any are recovered during the archaeological survey. It is assumed that a maximum number of 100 artifacts will be recovered during the Phase I investigation. Artifact analysis will focus on characterizing the age, type, and function of the material. Cultural material will be prepared for curation in accordance with SHPO guidelines.

Report Production: If no archaeological sites are identified, Lotus will prepare a **Phase I Archaeological Investigations Negative Survey Form** in accordance with the PHMC SHPO standards and guidelines. If an archaeological site(s) is identified, Lotus will prepare a complete **Phase I Archaeological Survey Report**. The report will include a context, an environmental setting, a description of the background research, fieldwork, and analyses conducted for the survey (including appropriate supporting maps, photographs, tables, and a bibliography) as appropriate. The report will also present specific recommendations for avoidance, minimization of effects, or recommendations for further investigation of these resources.

The draft report will be submitted to the Township for review and comment. Lotus will address the comments and submit the revised report to the Township for submission to the PA SHPO. Lotus assumes two rounds of revision: one to address the Township comments and one to address SHPO or CP comments. Lotus does not anticipate consulting party coordination for the archaeological investigations. ***Additional archaeological studies (Phase II and III) are not included in this proposal. The need for these additional studies will depend on the Phase I findings and SHPO's review. The additional studies will be completed under a supplemental proposal as authorized by the Township.***

Schedule

We are prepared to initiate the field work within 2-3 weeks after the receipt of written authorization to proceed and permission from the Hick's property. The field work will be completed in 5 days, preparation of the report will be completed within 3 weeks and the SHPO review will take 30 days.

Fee

Based on the scope of services described above, the fee for the above tasks is as follows:

Task 1 – Archaeological Investigations	\$ 17,400
TOTAL	\$ 17,400

This fee includes out-of-pocket expenses, including reproduction, plotting, graphics, and reimbursement of personal automobile usage. The services to be performed pursuant to this agreement are strictly limited to those expressly set forth herein. No additional services will be provided unless requested and agreed to in writing. Supplemental services not specifically described above, including but not limited to, additional topographic survey, Phase II and III studies, engineering design and plans related to any required mitigation work associated with the archaeological findings, additional meetings, are not included in the scope of this proposal, but will be provided, as necessary and as authorized under a separate work order. Please refer to our agreed upon Provisions for Professional Services.

TERMINATION

This agreement may be terminated by the authorized representative effective immediately on receipt of written notice. Payment will be due for services rendered through the date written notice is received.

BINDING STATUS

The client and McMahon Associates, Inc. bind themselves, their partners, successors, assigns, heirs, and/or legal representatives to the other party to the Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the proposal. If this Agreement is between McMahon Associates, Inc., and a Limited Liability Corporation, i.e., LLC, or Other business, than that addressed in this Proposal, another "binding" business, or personal business must be assigned, and indicated below, to guarantee the payment for the services rendered, herein. In addition, we would require the name and Owner of the subject project property. If the provided information cannot be verified by McMahon Associates, Inc., work will not commence on your project until verification is satisfied.

TERMS AND CONDITIONS

The conditions of this agreement call for the signed execution of this contract with the understanding that **invoices for services will be submitted monthly and are payable within 30 days of issuance**. All invoices not paid within 30 days are subject to a 1.5% monthly interest charge, and all projects with overdue balances exceeding 60 days will be subject to a stoppage of work. Any changes in the specific work program described above will result in an adjustment of the conditions and fees. This agreement (and Exhibits, if any) hereto sets forth the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings, whether written or oral with respect to the subject matter hereof and may not be altered, modified, changed, amended or waived in any manner, except in a writing signed by all of the parties hereto. The fee quoted is valid for a period of 90 days from the date of this proposal. If the terms of this contract, as contained herein, and in the attached *Standard Provisions for Professional Services* are agreeable to you, please execute both

copies of the agreement in the space provided and return one signed copy to our office. If you should have any questions, or require further information, please feel free to contact me at (610) 594-9995, ext. 5129. We appreciate the opportunity to submit a proposal on this project and look forward to working with you on this important engagement.

Sincerely,



Stephen C. Giampaolo, P.E.
Regional Highway Design Service Leader

Accepted for East Goshen Township:

If signing for an LLC, LP, or other Business, you must have binding authority to make payments to McMahon Associates, Inc., or Assign an alternate business. The Project Property Address must be listed below. If adequate information is not provided, and/or cannot be verified by McMahon Associates, Inc., work will not commence on your project.

By: _____
(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

Title: _____

Date: _____

Please provide your Accounts Payable contact information & Project Property Address:

Name: _____

Business Phone Number and Cell Phone Number:

Project Property Address: _____

E-mail Address: _____

In the space below, please provide any details, including the date invoices are due each month for prompt payment, or other pertinent instructions:

Memo

Date: June 10, 2021
From: Derek Davis, Interim Township Manager
To: Board of Supervisors
Re: Gannett Fleming

Attached is a revised proposal received from Gannett Fleming for the Milltown Dam Park Project. The proposal is to bid the project and provide ongoing project coordination and inspection services. At the board's request, I contacted Gannett Fleming about the original proposal and asked them to consider the following three items:

- 1) Use 2021 rates throughout the project rather than increase to 2022 rates come January since we are signing the proposal this year.
- 2) Revisit the pricing for virtual meetings and the gap between virtual and in-person meetings.
- 3) Use more concrete language to define what a "meeting" entails and how much time we will be allotted for the given prices.

Gannett Fleming has made the requested adjustments for all three as outlined below:

- Will continue to use 2021 rates throughout the project
- Has revised the in-person meeting rate down to \$3,610 from \$3,700 and the virtual meeting rate from \$2,160 to \$1,820
- Gave more clarification on what a meeting entails (page 6 of proposal under assumption #4)

If the board is comfortable with these changes as well as the proposal as a whole, the motion below would be in order. It should also be noted that while these numbers represent the highest possible pricing, there will still be an effort to limit the costs further by internally being conscious about the time spent with Gannett Fleming.

Motion- I move that we accept the Revised June 9, 2021 proposal from Gannett Fleming for bid and project coordination services in the amount of \$212,240 for Tasks 1, 2 & 3, and not to exceed \$72,200 for Task 4 and not to exceed \$154,700 for Task 5.



GANNETT FLEMING, INC.
P.O. Box 67100
Harrisburg, PA 17106-7100

Location:
207 Senate Avenue
Camp Hill, PA 17011

Office: (717) 763-7211
Fax: (717) 763-1140
www.gannettfleming.com

May 28, 2021
Revised June 9, 2021

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

Dear Mr. Smith,

**Subject: Dam Related Engineering Services for East Goshen Township
Bid and Construction Phase Services for
Milltown Dam Hazard Reduction Project**

As requested by East Goshen Township (Township), we are pleased to provide the enclosed scope and fee proposal for the design team of Gannett Fleming and Simone Collins to provide various bidding and construction phase services for the Milltown Dam Hazard Reduction Project. The scope includes professional engineering and field observation services which can be provided on both a lump sum and time and material basis under our current Master Services Agreement. The following provides our understanding of the project and presents our detailed scope of work and assumptions for the project.

UNDERSTANDING OF THE PROJECT

To address dam safety concerns, East Goshen Township is proposing to reduce the hazard classification of Milltown Dam (DEP ID No. D15-146) located along the east side of Reservoir Road. The project involves lowering the principal spillway and right embankment of the dam such that the facility will no longer impound runoff, reestablishing the East Branch of Chester Creek through the dewatered reservoir, creation of an offline open water feature, and the addition of various landscaping and passive recreation enhancements to convert the dewatered reservoir into a recreational park setting.

The Township is securing the required permits for the project and requests a proposal for professional engineering/landscape architecture services to advance the project through bidding and construction. Gannett Fleming is pleased to provide the Township with a proposal which includes 1) field investigation, 2) bidding services, 3) construction management office support and project closeout services, 4) project coordination meetings, and 5) construction observation services. These tasks are proposed on a lump sum and time-and-material basis as described within this proposal.

SCOPE OF SERVICES

The following provides our understanding of the requested scope of services. Please note that references to Gannett Fleming throughout this scope of work are intended to refer to the design team of Gannett Fleming and Simone Collins. Please advise if the following scope of services is not in line with your expectations.

Task 1 Field Investigation:

A limited geotechnical exploration program is proposed, consisting of test pits and auger probes, to provide geotechnical information to potential bidders as part of the Milltown Dam Hazard Reduction and Reservoir Enhancements Project. The pertinent geotechnical information to provide prospective bidders includes: the depth of sediment within the reservoir at the probed locations, the soil classification/organic content of the sediment, the soil classification of the existing earth dam that will be removed, and if the sediment and earth dam materials are acceptable for reuse on the project.

As a cost savings measure, it is understood that East Goshen Township will supply and operate a mini excavator and/or auger equipment to perform the test pits. GF will determine the geotechnical exploration locations. It is assumed that test locations will be established in the field by either hand-held GPS or rough field measurements. It is assumed that East Goshen Township will perform the required Pennsylvania One Call prior to starting geotechnical exploration activities. GF will provide an inspector to log the soils encountered in the test pits/auger probes and to collect soil samples for laboratory testing. It is anticipated that the field work can be performed within two days. Typed field logs will be provided. Laboratory testing, consisting of 4 soil classifications (water content, sieve and hydrometer analyses, and Atterberg Limits), 4 compaction tests, and 3 organic content tests are included.

Work will also include finalizing structural design elements, specifications, and drawings as may be needed based on the Task 1 Field Investigations.

Task 2 Bidding Services:

Item 2.1 Develop Bid Package: Gannett Fleming will finalize outstanding design details and assemble a bid package for the purpose of soliciting bids from interested bidders. The bid package will include the front-end documents, a scope of work, construction plans and specifications and will be set up as a Prevailing Wage Project. All secured permits for the project will be incorporated into the bid package.

Item 2.2 Advertise Project: On behalf of the Township, Gannett Fleming will advertise the project for bid using PennBID. It is assumed that no other forms of advertisement will be used.

Item 2.3 Bid Period and Bid Review: Gannett Fleming will facilitate a non-mandatory pre-bid meeting which is assumed to be held at either the Township's Municipal Building or at the project site which will include preparing minutes from the meeting and submitting the minutes to the Bidders as an addendum. It is anticipated that a field view of the project site will follow the pre-bid meeting. Gannett Fleming will respond to questions from bidders and issue addenda to clarify the scope of work as needed. Gannett Fleming will review the bids and provide a recommendation of award.

Task 3 Construction Management Office Support and Project Closeout Services:

Item 3.1 Pre-Construction Meeting: Gannett Fleming will schedule and facilitate a pre-construction meeting. Gannett Fleming will invite the Contractor, the Township, and applicable State/Federal agencies as appropriate to the meeting. Gannett Fleming will notify State/Federal agencies as required by the issued permit(s) prior to the commencement of work. These notifications may be combined with the invitation to the pre-construction meeting.

Item, 3.2 General Office Support: Gannett Fleming will provide general office support throughout the construction phase. This will include review of shop drawings and material certifications to verify compliance with the specifications, review of change orders, responding to requests for information which may include preparation of sketches to resolve unforeseen field conditions, and review of Contractor pay requests.

Item 3.3 Substantial Completion and Final Inspection Field Views: At the completion of the project, Gannett Fleming will perform a substantial completion field view to develop a punch-list of remaining activities to be completed. After the Contractor has addressed the punch-list items, Gannett Fleming will perform a final inspection field view to confirm the work complies with the Contract Documents.

Item 3.4 As-Built Plans: Based on red-line markups provided by the Contractor and/or visual observations made by the Township and/or Gannett Fleming field personnel, Gannett Fleming will prepare as-built drawings noting any recorded deviations from the Contract Documents. Deviations will be made in red and Gannett Fleming will provide the Township with an electronic copy (i.e., pdf format) of the as-built drawings. This scope and fee estimate assumes that a final land survey of the completed project will not be performed by Gannett Fleming.

Item 3.5 Project Close-Out: Gannett Fleming will complete, execute and submit required forms needed to close the applicable permits obtained from DEP, the U.S. Army Corps of Engineers, and the Chester County Conservation District, and will assist the Township on an as-requested basis to close-out grants which the Township has secured for this project. Gannett Fleming will assemble an electronic copy (i.e., pdf format) of the bid package, bids, contract documents, bonds, approved shop drawings, RFI's, meeting minutes and the as-built plans into a single package for delivery to the Township.

Task 4 Project Coordination Meetings

Item 4.1 Project Coordination Meetings: Gannett Fleming will attend project coordination meetings with the Contractor during the construction period. The number and frequency of these meetings may be adjusted depending upon the work being performed. For the purpose of this proposal, a budget of \$72,200 has been established which would accommodate up to twenty (20) in-person project coordination meetings at \$3,610 per meeting. If determined to be appropriate by the Township, virtual project coordination meetings using platforms such as Zoom or Teams can be held at a cost of \$1,820 per meeting. Project Coordination Meetings will be billed per meeting (refer to Assumption 4 for additional clarification on the duration of each meeting). Should it be determined that additional meetings are required due to conditions such as the project duration, unforeseen site conditions, complexities encountered, etc., Gannett Fleming will provide the Township with a separate proposal for these out-of-scope services. Gannett Fleming will prepare minutes from the Project Coordination Meetings. It is assumed that the minutes from the Project Coordination Meetings will suffice as monthly progress reports to the Township.

Task 5 Construction Observation Services:

Gannett Fleming can provide on-site construction observation to support the Contractor and Township's forces on an as requested basis by the Township. The permit from DEP Dam Safety is expected to require the Township to certify the project is completed in accordance with the contract documents. For Gannett Fleming to provide this certification, construction observation is needed to certify key dam related construction activities. These activities are expected to include the modifications to the principal spillway and right embankment of Milltown Dam, stream channel construction, and the offline open water pond. While it is our understanding that the Township is not requesting full time construction observation services, the level of effort provided under Task 5 assumes that Gannett Fleming will provide onsite construction observation during these key construction activities.

The level of effort for Task 5 is based on the following assumptions:

- 148 hours are allocated for Simone Collins to provide onsite field visits throughout the course of the project.
- 30 days are allocated for Gannett Fleming to observe the stream restoration work activities.
- 25 days are allocated for Gannett Fleming to observe critical milestones throughout the construction of the principal spillway and right embankment work activities.
- 40 hours are allocated for Gannett Fleming to observe excavation and/or subgrade preparation associated with the offline open water pond.
- 15 days are allocated for Gannett Fleming to observe the parking lot backfill activities.

The Task 5 services will be performed on a time-and-material basis. Labor will be billed based on the attached rate schedule and direct expenses will be billed at cost with mileage billed at the federal mileage rate in place at the time of service (\$0.56/mile for 2021). The estimated manhours for Task 5 assume that Gannett Fleming will be onsite during critical work activities and do not represent full time construction observation. Actual duration and distribution of effort for onsite observation may vary from the assumptions listed above depending upon the Contractor's schedule, weather conditions, and other factors beyond the control of Gannett Fleming.

SCHEDULE

The Task 1 Field Investigations and portions of Task 2 Bidding Services will begin immediately upon receiving notice to proceed from the Township. However, the remainder of the schedule will be dependent upon receiving the Dam Permit from the Pennsylvania Department of Environmental Protection (DEP), Division of Dam Safety. Assuming the permit is received in mid to late summer of 2021, it is anticipated that the project can be bid and a contractor secured by the end of 2021. The majority, if not all, of the construction work would then occur during the 2022 construction season.

ASSUMPTIONS

The following assumptions were made in the preparation of this scope of work:

1. The project will be advertised using PennBID and no other forms of advertisement will be used.
2. The project will be bid as a lump sum price.
3. A 12-month construction period is assumed from Notice to Proceed to Final Completion of the project. Should the contractor's schedule, sequence and/or actual duration of activities exceed this assumption; a corresponding adjustment to this proposal may be required.
4. An allowance for project coordination meetings has been provided which will accommodate up to twenty (20) in-person meetings or approximately forty (40) virtual meetings, or a combination thereof. Project coordination meetings will be billed per meeting. Up to two individuals from the Gannett Fleming design team will attend each meeting and the attendees may vary depending upon the work being performed at the time of the meeting. If the assumed budget for project coordination meetings is not used in its entirety, Gannett Fleming requests that any unused part of this fee be retained for use to support additional site visits or other work as may be needed to facilitate the project. Assumptions related to the duration of project coordination meetings include the following:
 - a) For in-person meetings, a one-hour meeting is assumed followed by a site visit. If the total on-site time exceeds four hours (per individual team member), Gannett Fleming reserves the right to invoice on-site hours in excess of four hours against the lump sum budget established for Project Coordination Meetings utilizing the labor rate table provided as Attachment A.
 - b) For virtual meetings, a one-hour meeting is assumed. If the total meeting time exceeds one hour (per individual team member), Gannett Fleming reserves the right to invoice meeting hours in excess of one hour against the lump sum budget established for Project Coordination Meetings utilizing the labor rate table provided as Attachment A.
5. This proposal assumes that Gannett Fleming will not provide full time construction observation. Refer to Task 5 for assumptions made related to onsite construction observation services.
6. No post-construction monitoring is included.
7. All quality control testing will be performed by the Contractor. This scope and fee proposal does not include quality assurance testing by Gannett Fleming. Should the Township wish to have these services performed, Gannett Fleming can prepare a separate scope and fee proposal.

Mr. Rick Smith
East Goshen Township

-7-

June 9, 2021

COMPENSATION

Our proposed lump sum fee for Tasks 1, 2 and 3, as described within this proposal letter, is as follows:

Task 1: Field Investigation	\$28,070
Task 2: Bidding Services	\$43,570
Task 3: Construction Management Office Support & Project Closeout ..	\$140,600

Our proposed fee for Task 4, to be billed on a per meeting basis, is as follows:

Task 4: Project Coordination Meetings, not to exceed fee of.....	\$72,200
--	----------

Billed at \$3,610 for in-person meetings and \$1,820 for virtual meetings.

Our proposed time-and-material fee for Task 5, as described within this proposal letter, is as follows:

Task 5: Construction Observation Services, not to exceed fee of	\$154,700
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The Task 5 Inspection Services will be billed on a time and material basis in accordance with the attached labor rate schedule. Gannett Fleming will not exceed this allowance without written approval from the Township.

These services can be provided under our current Master Services Agreement. Should the Township choose to secure our services to provide bidding and construction phase services for the Milltown Dam Hazard Reduction project as described within this proposal, we will provide you with a Service Authorization under a separate cover letter to amend our Master Services Agreement for this work activity. If you have any questions about the proposed services or need additional information, please do not hesitate to call me at 717-576-6744 (cell). We thank you for the opportunity to provide this proposal and look forward to continuing our relationship with the Township.

Sincerely,

GANNETT FLEMING, INC.
Environmental Resources Division



ERIC C. NEAST, P.E.
Project Manager
Dams and Hydraulics Section

Enclosures.

xc: Peter Simone, Simone Collins

ATTACHMENT A

Milltown Dam Hazard Reduction Project Task 5 Construction Observation Services Labor Rate Table

Personnel	Rate per Hour (2021)
Senior Project Manager	\$192
Project Civil Engineer	\$150
Junior Civil Engineer	\$108
Senior Geotechnical Engineer	\$186
Junior Geotechnical Engineer	\$108
Senior Stream Specialist	\$201
Stream Specialist	\$138
Senior Environmental Scientist	\$138
Junior Environmental Scientist	\$123
Principal Landscape Architect	\$160
Senior Landscape Architect	\$100
Junior Landscape Architect	\$80
Survey Crew (2 Man)	\$240

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice: 610-692-7171

Fax: 610-692-8950

E-mail: mgordon@eastgoshen.org

Date: 6/10/2021

To: Board of Supervisors

From: Mark Gordon, Township Zoning Officer *mb*

Re: SWM O&M Agreements

Dear Board Members:

The Code Department has received the following Stormwater Management Operation and Maintenance agreements for authorization by the Board of Supervisors:

1. 1101 Sullivan Cir.
2. 808 Cottonwood Dr.
3. 206 Hilloch Dr.

Staff Recommendation:

Staff has reviewed these projects and the agreements. Staff recommends that the Board authorize the Chairman to sign the SWM Agreements.

Draft Motion:

Mr. Chairman, I move that the Board authorize the Chairman to sign the storm water management, operation and maintenance agreements for:

1. 1101 Sullivan Cir.
2. 808 Cottonwood Dr.
3. 206 Hilloch Dr.

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice: 610-692-7171
Fax: 610-692-8950
E-mail: mgordon@eastgoshen.org

Date: 6/10/2021
To: Board of Supervisors
From: Mark Gordon, Township Zoning Officer *MG*
Re: In-Law Suite Agreement (Section 240-32C. Agreement)

Dear Board Members:

The Code Department has received the following In-Law Suite Agreement for authorization by the Board of Supervisors:

1. 225 Cheshire Cir.

Staff Recommendation:

Staff has reviewed this project and the in-law suite proposed meets the ordinance requirements set forth in §240-32C. Staff recommends that the Board authorize the Chairman to sign the In-Law Suite Agreement for 225 Cheshire Cir.

Draft Motion:

Mr. Chairman, I move that the Board authorize the Chairman to sign the In-Law Suite Agreement (section 240-32C. Agreement) for 225 Cheshire Cir.

Memo

To: Board of supervisors
From: Department of Parks and Recreation
Re: Apiary Partnership
Date: June 7, 2021

Overview:

Bees are an extremely important part of our natural world. In fact, bees touch over 60% of all the food we eat. With their natural habitats under constant tension, it is important to provide habitat for pollinating insects where possible.

Introduction:

Bellingham Senior Living (E. Boot Road) approached J. Lang about the possibility of beginning a bee education program for its residents, and was interested in the beehive placement being in the public open space directly across from their grounds, adjacent to the secondary parking lot at the Blacksmith Shop. They were interested in forming a partnership with the hopes of a third partner, a beekeeper, making this a true possibility. J. Lang spoke with Carmen Battavio, former Supervisor and beekeeper, about the possible partnership. The three entities had a meeting on May 12 to discuss further. This motion has also been recommended through both the Park Commission and Sustainability Advisory Committee.

Supports the 2015 Park and Recreation Open Space Plan:

- Objective 2: Protect our scenic beauty, open space, and natural resources.
- Objective 3: Engage citizens in active healthy living and lifelong enrichment through recreation opportunities.
- Objective 4: Continue to provide operational excellence and financial sustainability for the parks, recreation, and open space system through a mix of public and private support.
 - Recommendation 1.5—Establish areas in the parks for environmental education and interpretation. The citizens of East Goshen Township are very environmentally oriented. Facilities and programs that connect people to nature, offer environmental education, and foster volunteer engagement in park and open space stewardship are important.
 - Action Item 1.5A—Work with the Conservancy Board to identify appropriate park areas for environmental education, interpretation, and stewardship.
 - Action Item 1.5B—Develop an education program to increase public awareness, appreciation, an engagement in managing nature resources and park features.

Proposal:

Bellingham is interested in sponsoring four hives to be placed as noted on the attached picture. This location was chosen for a few reasons:

1. Ease of access for beekeeper and Bellingham activity participants.
2. Open space at Blacksmith Shop has protected native grasses/plantings that support aviaries.
3. Removed from large scale public access (EGT Park)
 - a. Note – beehives will be placed the recommended 20-30' off the trail.

Formal relationship:

1. East Goshen Township to provide the public space for this project. Carmen B's Honey will retain ownership/liability for the beehives via financial sponsorship through Bellingham. Bellingham will sponsor four hives but a total of up to 8 total hives will be allowed, depending on the forage materials in the area for the bees. If an area is good, this is done to take advantage of a high quality forage area.
2. The Township and Carmen B's Honey will sign a hold harmless agreement similar to the current Carmen B's/WEGO Police partnership. Created by the Township's Solicitor. The Township will not be held responsible for any expenses incurred should the hives be damaged or vandalized, for colony collapse or any other apiary-related activities.
3. Safety signs will be erected around the hives (see picture); expense incurred by Bellingham.
4. Maintenance – Carmen B's Honey will perform all routine maintenance.
5. Bellingham will sponsor hives on a recurring annual basis directly to Carmen B's Honey and will receive annual honey productions. It's residents will enjoy viewings/activities as scheduled with CarmenB's Honey.
6. As specified in the contract, the Township can dissolve the relationship and ask that the hives be removed except between the specific months of April-July (removed in late August). The contract will be evaluated on an annual basis.

Similar local, current partnerships:

West Whiteland Township; WEGO Police; Lower Macungie Township

Outcomes:

1. Showcase three-pronged public/private partnership
2. Apiary/bee keeping education
 - a. Township – adult / youth based education
 - i. importance of bees to food production
 - ii. environmental impacts
 - b. Bellingham – same
3. Township improves ecological life along the Ridley Creek area at the Blacksmith Shop.
4. Bellingham will be using some of their honey in culinary classes and in their residential meals and offering as they see fit.

Next steps:

1. East Goshen Township and Carmen B's Honey enter into contract (see example).
2. Bellingham sponsors four Carmen B's Honey bee hives.
3. Hives are placed late summer/early fall to include signage.
4. Honey production would start in the 2022 season.

Healing the Planet grant program:

Giant Food Stores (corporate level) has an environmental-focused grant program that could support this partnership, and make township-sponsored education a reality. Grant awards are in the amount of \$2500-\$10,000 and J. Lang confirmed apiary education is an eligible project. Carmen B's Honey has provided costs for a potential aviary education program that would include:

Adult protective clothing	\$240.00 per set (1)	
Young adult clothing	\$215.00 per set (4)	
Children clothing	\$190.00 per set (4)	
Basic beekeeping tools	\$155.00 per set (2)	
Inspection hive for showing groups how bees work	\$850.00 (1)	
		\$2865

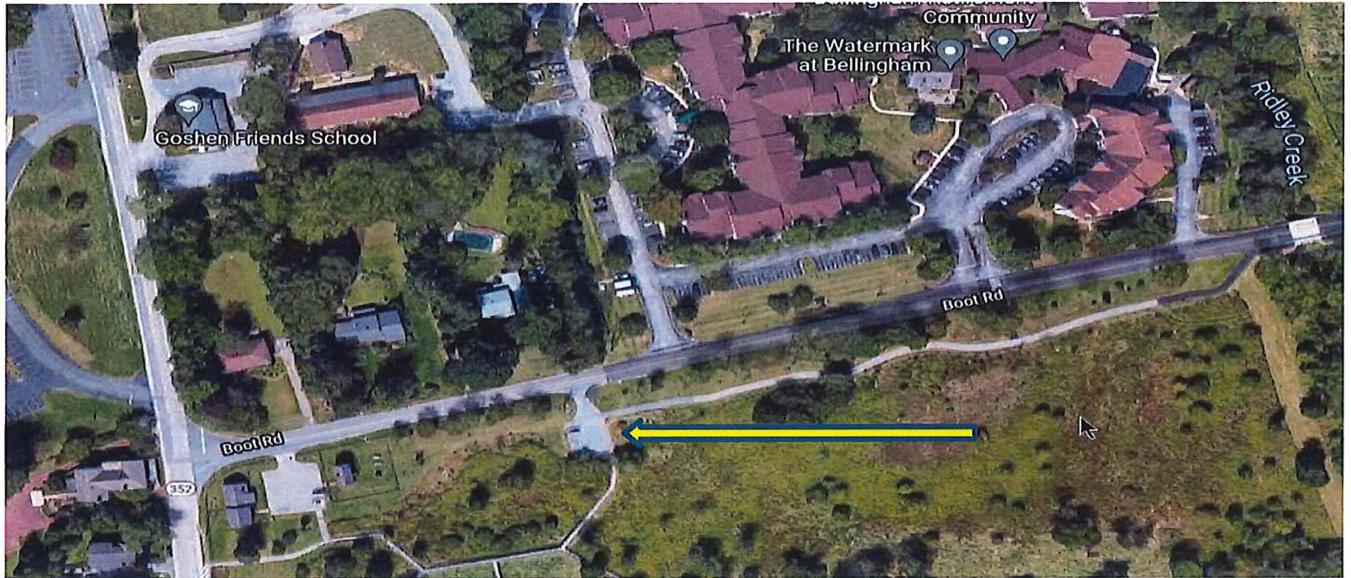


A local match is helpful, but not mandatory. Therefore, we recommend applying for \$2865 with no local match, making our application most competitive in lieu of a match. All grant-funded equipment would remain East Goshen township property. Grant applications are due June 30, 2021.

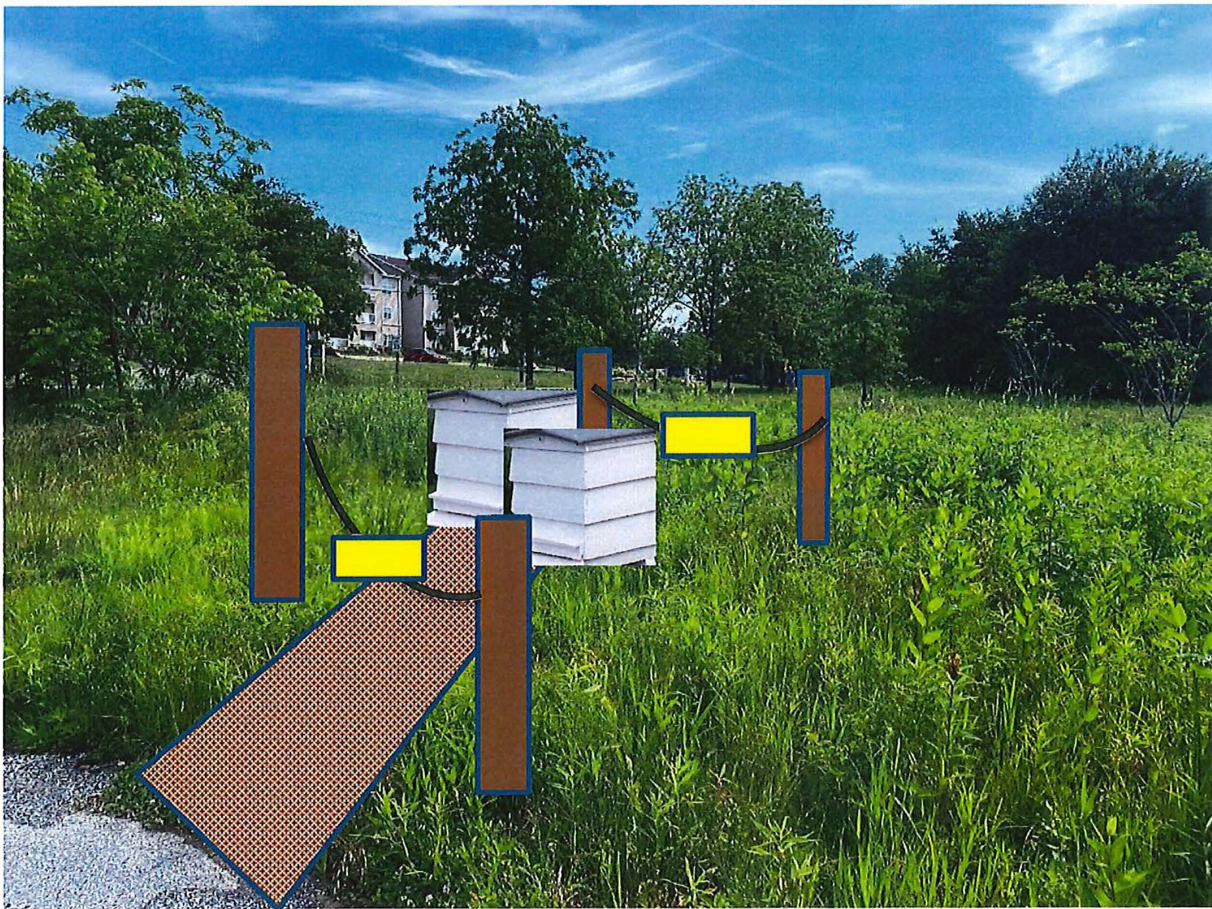
Motion:

I recommend placing beehives in the open space across from Bellingham with the above partner relationship noted, and applying for a Healing the Planet grant in the amount of \$2865.

Location:



Graphic Depiction (not to scale):



LICENSE AGREEMENT FOR HONEY BEE INITIATIVE

This License Agreement (the "Agreement") is made this _____ day of August, 2016, by and between _____, a second class township in Chester County, Pennsylvania with an address of _____ (the "Township") and **carmenbshoney llc**, a Pennsylvania limited liability company (the "Company"), with its principal office located at 1607 Williams Way, West Chester, Pennsylvania 19380. The parties hereto shall be referred to at times herein individually as "Party," or collectively as "Parties."

Recital:

WHEREAS, the Township is the owner of a parcel of real property located at _____ which parcel is more particularly referred to as Chester County Tax Parcel No. _____ ("Parcel");

WHEREAS, the Company intends to utilize a portion of the Parcel located behind the secondary parking lot in proximity to the Blacksmith Shop ("Township Grounds") for the placement of honey bee hives for its business ("Honey Bee Initiative"); and

WHEREAS, the Township is willing to allow the Company's use of the Township Grounds for the Honey Bee Initiative pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound, the Parties agree as follows:

1. **License for Use of Township Grounds.** Upon execution and compliance with the terms of this Agreement, the Township agrees that Company shall be granted a license to use the Township Grounds for the purposes set forth in this Agreement. The License shall be valid for an initial term of one (1) year commencing the first day of the

month after this Agreement is approved and signed by the Township (the "Initial Term"). The Initial Term may be extended for successive one year terms (each a "Renewal Term") by the Parties upon mutual written consent prior to the expiration of the Initial Term. At the end of the Initial Term or any Renewal Term, the Company shall remove all materials, fixtures and equipment that it may have brought to the Township Grounds for the Honey Bee Initiative and restore the Township Grounds to the condition that existed prior to the commencement of the Initial Term; provided however that if the Initial Term or any Renewal term shall end between April through July, Company shall be given until the 15th day of August to remove any bee hives from the Township Grounds.

2. **Use of Township Grounds.** The Township Grounds shall be used by the Company for honey bee hive-related purposes only. The Township Grounds shall not be used for any other purposes other than stated above and shall not be used by persons who are not registered members or employees of the Company.

3. **Maintenance and Inspection of the Township Grounds.** The Company assumes all responsibility for maintaining the portion of the Township Grounds used for the Honey Bee Initiative and in a safe condition, free of any hazardous or dangerous conditions which may cause injury. The Township is permitted to perform such inspections as are necessary to verify that the Company is properly maintaining the portion of the Township Grounds used for the Honey Bee Initiative, and that the Company is otherwise performing all of its obligations under this Agreement.

4. **Insurance.** The Company shall obtain and maintain during the entire term of this Agreement, a policy of commercial general liability insurance insuring the Company

and the Township against liability arising out of the use of the Township Grounds for the purposes authorized in this Agreement. The insurance policy shall be in the minimum amount of One Million (\$1,000,000.00) Dollars each occurrence and Two Million (\$2,000,000.00) Dollars in the general aggregate and name the Township as an additional insured. The insurance policy shall require thirty (30) days advance written notice to the Township prior to termination. The Company shall produce a certificate of liability insurance evidencing the required coverage prior to the use of the Township Grounds for the Honey Bee Initiative.

5. **Indemnification.** The Company shall indemnify, defend and hold harmless the Township from any and all liability, damages, costs and expenses of any kind, including without limitation, attorneys' fees and court costs, related in any way to the Company's or any of its members' use of the Township Grounds for the purposes authorized herein. The Company hereby knowingly and voluntarily releases the Township from any and all claims, losses, damages and liability for property damage and personal injury arising out of the Company's or any of its members' use of the Township Grounds. In the event that a claim is made against the Company or the Township for any personal injury or other claim caused by the Honey Bee Initiative, the Company shall send written notice to the Township and shall assume the costs of all defense on behalf of the Township.

6. **Representations by the Company.**

A. The Company is solely responsible for all equipment and property and/or fixtures which are used for the Honey Bee Initiative and hereby releases the Township from any injury caused by such equipment, property and/or fixtures.

B. The Company has assessed the skill level and training of all persons who participate in the Honey Bee Initiative and who use the Township Grounds and will only allow individuals who possess the necessary skills, qualifications, physical abilities and training necessary to safely participate in the Honey Bee Initiative. The Company certifies that its members will use appropriate equipment and precautions necessary.

7. **Reimbursement to the Township for property damage.** In the event that any portion of the Township Grounds are damaged as a result of the Company's use of the same, the Company shall reimburse the Township all costs that the Township incurs in correcting and repairing the Township Grounds and putting it back into the condition that existed prior to such damage.

8. **Rules and Regulations.** The Township and Company shall honor the following rules, regulations and standards concerning the use of the Township Grounds:

A. the Company shall be permitted to place honey bee hives on the Township Grounds;

B. the Company shall keep the bee yard trimmed and maintained; and

C. warning signs, providing "Caution, protective clothing needed" and "Active honey bee yard" will be placed in and around the bee yard as deemed necessary, cost by Bellingham.

9. **Notice.** All notices, demands, requests, consents, certificates, waivers and other communications from either Party shall be in writing and shall be hand delivered or sent by United States registered or certified mail, return receipt requested, postage prepaid, by facsimile or other means of electronic transfer with proof of receipt as follows:

If to the Township:

Attn: Jason Lang; Parks and Recreation Director
1580 Paoli Pike
West Chester, Pa 19380

If to the Company:

carmenbshoney llc
Attn: Carmen R. Battavio
1607 Williams Way
West Chester, PA 19380

10. **Default.** In the event the Company fails to comply with any of the terms of this Agreement, the Township shall give the Company notice of such default specifying the nature thereof. Upon receipt of such notice, the Company shall have ten (10) days to cure the default, or in the event that such default cannot be cured within such ten (10) days period, if the Company commences to cure such default within the ten (10) day period and thereafter and in good faith pursues such cure, the Company shall not be declared in default during the period that it is attempting to cure the default. If the Company fails to cure the default within the specified time period, the Township may elect either to cure the default at its expense and charge the cost thereof to the Company or to terminate this Agreement, in which case, the Company's Honey Bee Initiative shall cease; provided however that if the Township exercises its rights to terminate this Agreement due to Company's default between the months of April through July, Company shall be given until the 15th day of August to remove any bee hives from the Township Grounds.

11. **Partial Invalidity.** If any clause or provision of this Agreement or the application thereof to any person or in any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such clause or

provision to persons or in circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and such clause or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Assignment.** This Agreement may not be assigned by the Company.

13. **Entire Agreement.** This Lease contains the entire agreement between the Parties relating to the Initiative, and supersedes any other agreement of any kind.

14. **Modification.** Any agreement (oral or written) made after the execution of this Agreement shall be ineffective to modify, waive, release, terminate or otherwise change this Agreement in any way unless such agreement is in writing and signed by both parties.

15. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the Borough and the Company, as well as their respective successors and assigns.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day first above written.

ATTEST:

BY: _____

ATTEST:

carmensbhoney llc

BY: _____

Carmen R. Battavio, Member

Memo

To: Board of Supervisors
From: Township staff
Re: Rick Smith Day Proclamation
Date: June 7, 2021

Introduction:

Rick will be leaving the Township after 52 years of service, to enjoy retirement with his wife Bonnie, family and friends. His impacts over his career cannot be overstated. Over his time, East Goshen Township has grown from a largely rural community into a well-planned municipality of 18,000 residents, while maintaining its relaxed charm and idyllic, green landscapes. Township staff encourages the Board of Supervisors to proclaim, Wednesday June 16, 2021 as "Rick Smith" day, his final working day here with East Goshen Township. Rick is a person who asks for no credit, but over his 52 years has a very, very long list of accomplishments:

Louis F. "Rick" Smith, Junior, born 6/26/ 52, and raised in East Goshen Township.

- June 1, 1969-Rick, at 17 years old, started work at East Goshen Township and joined the road crew as a laborer.
- 1970-Graduated Henderson High School
- 1976-Married his lovely wife, Bonnie, and had two wonderful children, Kyle & Liz.
- January 1981- Rick was promoted & accepted the role of Public Works Director
- October 1987-Rick was promoted again & accepted the role of Township Manager & Zoning Officer. Rick remained as manager until his retirement in June 2021.
- Highlights of his tenure includes:
 - Create East Goshen Township Park, a 55 acre award winning park
 - The construction of the current Township Building
 - several major road improvement projects,
 - The "Z Project" Road improvement, the
 - Decommissioning of the Reservoir
 - Creating a state of the art park for trails and recreation when he saved 250 acres of township land from private development (a public/private partnership), now known as Applebrook Park
 - The Hershey Mill Dam Project slated to finish, fall 2021

Awards/Accomplishments:

- 1988 - Appreciation Award from the Chester County PA Dept. of Transportation
 - In support of Highway Management, the Chester County Appreciation Award
- 1994 - County of Chester 1994 Citation – 25 Years of Service
- 1994 - 25 Years of Dedicated Service from the Board of Supervisors, Citation
- 1997 - Public Servant Award from the Residents of Willow Pond

- 2001 - Saved 250 acres of Township land from private development through a creative public/private partnership, developed into Applebrook Park
- 2002 - The National Committee for Employees Support of the Guard and Reserve
 - Recognized as a Patriotic Employer
- 2004 - Chester County Water Resources Task Force Award in "Watersheds"
- 2016 - Pennsylvania State Association of Township Supervisors 27th Annual Presidents Leadership Award
- 2016 - J. Larry Boling Award for Excellence in Local Government
- 2019 - Awarded 50 Years of Service Citation from the Board of Supervisors

Boards/Memberships, Current & Past:

- Chester County Water Resources Task Force-which developed "Watersheds" as part of the Chester County Comprehensive Plan
- Board of Directors for West Whiteland Fire Company
- Member of COG Board for Municipal Governments
- Lead Advisor in Neighborhood University Chester County Association of Township Officials
- Legislative Committee President of the Chester County Managers Consortium Chester County
- Water Resources Authority - board member, and served as Chair and Vice-Chair

Motion: I move to proclaim Wednesday, June 16, 2021 "Rick Smith" Day.

Carole A. Rubley
1515 Ulster Way
West Chester, PA 19380

May 27, 2021



Mr. David Shuey, Chairman
East Goshen Board of Supervisors
1580 Paoli Pike
West Chester, PA 19380

Dear Chairman Shuey,

I would like to commend Vinnie of the East Goshen inspection department. Earlier this week I inadvertently picked up a large metal piece in my car tire that resulted in a very flat tire while driving east on Paoli Pike. I pulled over on the side of the road before Ellis Lane.

Unfortunately, I had forgotten my cell phone and there was no indication that anyone was willing to stop. I walked over to the YMCA and used their phone to contact AAA. I walked back to my car and shortly after Vinnie from the East Goshen inspection department pulled over and offered to change my tire. He provided this service and I was able to drive to my automobile dealership where a new tire was installed.

I am so grateful to Vinnie for his help and would like to commend him for his kindness.

Sincerely,

Carole A. Rubley