

**AGENDA**  
**EAST GOSHEN TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**1580 Paoli Pike, 2<sup>nd</sup> Floor**  
Tuesday, August 3, 2021  
7:00 PM

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 Goshen Fair is back this week and will take place from August 2 to August 7. Visit their website for more detailed information. (<https://goshencountryfair.org/>)
  - b. The Board met in executive session prior to tonight's meeting to discuss legal matters and a personnel matter.
  - c. [Leo Sinclair has resigned from the Conservancy Board.](#)
6. Public Hearings
7. Emergency Services Reports
  - a. WEGO – None
  - b. Goshen Fire Co – None
  - c. Malvern Fire Co – None
  - d. Good Fellowship – None
  - e. Fire Marshal – None
8. Financial Report – None
9. Approval of Minutes and Treasurer's Report (7:10 PM to 7:20 PM)
  - a. [Minutes – July 20, 2021](#)
  - b. [Treasurers Report – July 29, 2021](#)
10. Old Business
  - a. [Presentation by Will Williams, Sustainability Director at West Chester Borough, on possible participation in a Clean Energy Purchase Power Agreement. \(7:20 PM to 7:35 PM\)](#)
  - b. [Continuing discussion on COVID Relief funding. \(7:35 PM to 7:45 PM\)](#)
11. New Business
  - a. [Consider resolution 2021-202 pertaining to a Traffic Signal Maintenance Agreement with PennDOT. \(7:45 PM to 7:55 PM\)](#)
  - b. [Consider Stormwater Operation and Maintenance agreement for 843 Cottonwood Drive. \(7:55 to 8:00 PM\)](#)
12. Any Other Matter
13. Public Comment (8:00 PM to 8:30 PM)
14. Liaison Reports - none
15. Correspondence, Reports of Interest
16. Adjournment (8:35 PM)

## Meetings & Dates of Importance

| <i>Date</i>       | <i>Meeting</i>                                   | <i>Type</i>                 | <i>Time</i> |
|-------------------|--|-----------------------------|-------------|
| August 2, 2021    | Business Park Task Force                         | Virtual                     | 7:00 pm     |
| August 3, 2021    | Board of Supervisors                             | In Person                   | 7:00 pm     |
| August 4, 2021    | Planning Commission                              | Virtual                     | 7:00 pm     |
| August 9, 2021    | Municipal Authority                              | Virtual                     | 7:00 pm     |
| August 11, 2021   | Conservancy Board                                | Virtual                     | 7:00 pm     |
| August 12, 2021   | Pipeline Task Force                              | Virtual                     | 6:30 pm     |
| August 12, 2021   | Parks & Rec Commission<br>(Rescheduled from 8/5) | In Person<br>Hicks Pavilion | 7:00 pm     |
| August 17, 2021   | Board of Supervisors                             | In Person                   | 7:00 pm     |
| August 19, 2021   | Futurist Committee                               | In Person                   | 7:00 pm     |
| August 23, 2021   | Sustainability Advisory Committee                | In Person                   | 7:00 pm     |
| August 28, 2021   | Community Day – EGT Park                         | ---                         | 4:00 pm     |
| September 1, 2021 | Planning Commission                              | In Person                   | 7:00 pm     |
| September 2, 2021 | Park and Rec Commission                          | In Person                   | 7:00 pm     |
| September 6, 2021 | Labor Day, Township Office Closed                | ---                         | ---         |
| September 7, 2021 | Board of Supervisors                             | In Person                   | 7:00 pm     |

*Note: The Historical Commission will not be meeting in August.*

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](http://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](http://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](http://www.smart911.com) that includes details you want the 9-1-1 center and public safety response teams to know about your household in an emergency. When you dial 9-1-1, from a phone associated with your Safety Profile that information automatically displays to the 9-1-1 call taker allowing them to send responders based on up-to-date location and emergency information. With your Safety Profile, responders can arrive aware of many details they would not otherwise know. Fire crews can arrive knowing exactly how many people live in your home and where the bedrooms are located. EMS personnel can know family members' allergies or specific medical conditions. And police can access a photo of a missing family member in seconds rather than minutes or hours, helping the search start faster.

### **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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**From:** Leo Sinclair [mailto:[leo@eastgoshen.org](mailto:leo@eastgoshen.org)]  
**Sent:** Monday, July 12, 2021 9:15 AM  
**To:** 'Walter Wujcik'; 'jhertzog@eastgoshen.org'; 'mtruitt@eastgoshen.org'  
**Cc:** 'Sandra A. Snyder, Esq.'; 'Erich Meyer'; 'Scott Sanders'; 'alice@eastgoshen.org'  
**Subject:** RE: Conservancy

Hello Walter,

Please accept this email letter as notice of my official resignation from my position on the Conservancy Board effective immediately.

As you may not be aware, my wife and I decided to move out of East Goshen Township – closing on our home is on July 29<sup>th</sup>.

Thank you so much for your understanding in this matter.

Sincerely,  
Leo

**Leo Andrew Sinclair**

*The information contained in this e-mail message, and any attachment thereto, is confidential and may not be disclosed without my express permission. If you are not the intended recipient or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that you have received this message in error and that any review, dissemination, distribution or copying of this message, or any attachment thereto, in whole or in part, is strictly prohibited. If you have received this message in error, please immediately notify me by telephone or e-mail and delete the message and all of its attachments. Thank you.*

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**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
1580 PAOLI PIKE  
TUESDAY, July 20, 2021  
Draft MINUTES**

*Note: This meeting was held in person at the East Goshen Township Board Room.*

**Present:** Chairman David Shuey (via phone); Vice-Chairman Mike Lynch; Members: John Hertzog, Michele Truitt; Township Manager Derek Davis; Public Works Director Mark Miller; Zoning Officer Mark Gordon; Finance Director Dave Ware; Senior Staff Accountant Chris Boylan, Chief Brenda Bernot

**Call to Order & Pledge of Allegiance**

Mike Lynch called the meeting to order at 7:00 p.m. Derek Davis led the Pledge of Allegiance. Michele Truitt asked for a moment of silence for the first responders and healthcare workers. Mike introduced all Board and staff members present and Michele shared information regarding Marty's health condition. Mike announced that the meeting is being recorded and livestreamed on YouTube.

**Chairman's Report**

Mike announced:

- a. Anyone interested in volunteering for an Authority, Board, or Commission (ABCs) position is welcome to visit our website link to fill out the application form (<https://eastgoshen.org/attention-east-goshen-residents/>).
- b. 2021 Neighborhood University in-person sessions will take place once a week from September 23 to November 18. Sign-up on the website at <https://wcacog.org/neighborhooduniversity>.

**Public Hearing - Consider an ordinance amending the "Subdivision and Land Development" SALDO) section of the Township Code to create new a definition and a new section titled "Pipeline Awareness Study" as well as amending the Zoning Section of the Township Code to require a Pipeline Awareness Study to be submitted as part of certain conditional use applications.**

The Board conducted a public hearing to adopt an ordinance that amends the "Subdivision and Land Development" SALDO section of the Township Code to create new a definition and a new section titled "Pipeline Awareness Study". Kristin Camp explained the procedural requirements and the advertisements that were documented. This ordinance requires a Pipeline Awareness Study, prepared by professional engineer, for any subdivision, land development, or conditional use application within 660 ft. of the centerline of a pipeline.

Mike Lynch thanked Kristin for her presentation and mentioned we are most likely the first township to adopt this type of ordinance. Michele voiced her appreciation for the work of Planning Commission and Pipeline Task Force. John echoed Michele's comments.



1 Christina Morley, 1530 Alison Dr, stated that she is a member of the Pipeline Task Force and  
2 encouraged the Board to separate the time and effort that goes into preparing these documents  
3 from the document itself.

4  
5 Russ Frank, 451 Gateswood Dr. suggested this ordinance be communicated on Constant Contact.

6  
7 Further discussion followed.

8  
9 A court reporter was present and will provide a full transcript of the hearing. A copy of the  
10 transcript will be appended to the minutes of this meeting when the decision becomes “final,  
11 binding and nonappealable.”

12  
13 Michele Truitt made a motion that the ordinance be adopted. John Hertzog seconded.

14  
15 Motioned carried 4-0.

16  
17 **Emergency Services Reports**

18 Chief Brenda Bernot reported for the last 30 days, East Goshen Township had 450 calls for  
19 service. Chief mentioned the level of violence has escalated and there is a concern with mental  
20 health aspect of calls. The Police Department is a resource for residents and Chief Bernot  
21 encouraged residents to reach out to WEGO for assistance. Chief confirmed that WEGO mailed  
22 postcards to residents regarding fraud. She reminded residents to visit wego.org for more  
23 information.

24  
25 Mike Lynch mentioned the Friends of Goshen Fire Company fundraiser and encouraged  
26 residents to contribute.

27  
28 Derek Davis presented the June 2021 reports for Goshen Fire Company, Malvern Fire Company  
29 and Good Fellowship.

30  
31 Cody Bright, 1331 Park Ave, questioned automatic alarms and associated fees. He inquired  
32 whether the fee considered covers the cost of emergency services who respond. Derek addressed  
33 the incremental amount and stated it does not cover the resources dedicated to call. Cody asked if  
34 the fees are different for resident or commercial. Dave Ware and Mark Gordon explained the fee  
35 structure.

36  
37 **Financial Report**

38 Dave Ware presented the June 2021 financial report. Dave mentioned that Transfer Tax revenue  
39 is up 40% over year to date expectations due to unbudgeted commercial properties sold and a  
40 few residential properties that sold for over a million dollars. EIT is up 8% versus budget and  
41 Codes revenue is up over 50% versus budget due to an increase in building permits.

42  
43 **Approval of Minutes**

44 Michele made a motion to approve the minutes of July 6, 2021. John seconded.

45  
46 Motion carried 4-0.

1 **Approval of Treasurer’s Report**

2 Michele question Brandywine Valley SPCA significant cost and asked how other townships are  
3 handling stray animals. Mike mentioned East Bradford had same issue. Derek stated that there  
4 are many municipalities with the same contract. He added that there are a couple of other options  
5 in Chester County, such as fee for service, however that is not financially beneficial. Mike stated  
6 that we have an obligation to provide this service but encouraged staff to invoice identifiable  
7 individuals for ‘return to owners’.

8  
9 Michele questioned Rembrandt expense, which is for art instruction. Dave explained this is part  
10 of summer rec program.

11  
12 John made a motion to accept the receipts and approve the expenditures as presented in the  
13 Expenditure Register and as summarized in the July 15, 2021 Treasurer’s Report. Michele  
14 seconded.

15  
16 Motion carried 4-0.

17  
18 **Old Business**

19 None

20  
21 **New Business**

22 **Consideration of recommendation from the Sustainability Advisory Committee (SAC) to**  
23 **fully implement a township recycling toter program and to pursue a state grant that would**  
24 **cover 90% of the cost incurred for the recycling toters.**

25 Mike explained that the SAC initiated a pilot program to provide 100 covered toters to residents.

26  
27 Christi Marshal, 1576 Vasser Ct, explained the pilot program and would like to expand further  
28 by obtaining a State grant that would cover 90% of costs. SAC identified the State grant, with  
29 Township match, to provide recycle toters for all residents. At this time, Ms. Marshal is asking  
30 the Board allow a few staff members to meet with SAC before the September grant expiration  
31 date. After meeting, the committee would return to the Board with recommendations and cost  
32 estimates. 10% cost is anticipated to be incurred in 2022. Distribution of lidded totes would be  
33 made on a voluntary basis. Availability will allow recycle of cardboard and paper and keep from  
34 getting wet, thereby decreasing rejection rate.

35  
36 Mike clarified that Ms. Marshal is asking only for the Board to consider the ability of staff to  
37 meet and discuss grant application. Following that meeting, the SAC would return to Board with  
38 their recommendation and determine if the Board would allow the application of the grant. If  
39 grant was awarded, toter usage would be encouraged but not mandatory. Ms. Marshal confirmed  
40 Mike’s understanding.

41  
42 Tom Kilburn, 312 Jefferson Dr., explained the survey conducted following the toter pilot  
43 program. 76 % responded; 55% positive response, overall increase to recycling estimated at  
44 15%. Mr. Kilburn believes awareness is a key factor to success. Mike stated that the Township  
45 already invested approximately \$7,000, and the match required for the grant is estimated at  
46 \$9,000.

1 Dave explained the grant submission expires September 24, 2021, with grant funds awarded by  
2 end of year.

3 Brian Hutchinson, 1429 Cooper Cir, thanked the staff for providing data and reviewed additional  
4 survey results.

5  
6 Michele made a motion to allow Township staff to schedule the pre-application meeting and  
7 identify the specific local funding match amount. John seconded.

8  
9 Motion carried 4-0.

10  
11 Further discussion ensued regarding the increased cost of recycling and the rejection rate. Other  
12 comments were that we need to figure out a method to innovate our own uses and educate  
13 residents regarding successful recycling.

14  
15 David mentioned that recyclables are refused due to contamination and getting wet. Lidded  
16 containers would reduce the rejection rate.

17  
18 **Consider replacing two (2) fully depreciated pickup trucks and one (1) fully depreciated**  
19 **dump truck under discount COSTAR pricing.**

20 Mike explained this would be a 2022 capital budget item. Dave Ware stated that accumulated  
21 capital replacement funds have been put aside for each of these vehicles. Mark Miller mentioned  
22 the dump truck is 16 years old and the 2 pickup trucks are 10 years old. Mark will use Municibid  
23 to sell old vehicles when new vehicles arrive.

24  
25 Michele made a motion to authorize the purchase of two pickup trucks from Fred Beans, in the  
26 amount of \$146,996 and the purchase of a dump truck from G.L. Sayre, in the amount of  
27 \$200,529. John Hertzog seconded.

28  
29 Motion carried 4-0.

30  
31 **Consider passing resolution for the Deer Management Program during the 2021-2022**  
32 **season.**

33 Mike stated this program functions effectively. Mark Gordon explained all four groups are active  
34 in their communities with great experience, who also participate in garbage collection in open  
35 areas. Mike acknowledged letters received from these groups. Mark clarified the benefits of this  
36 program.

37  
38 Michele made a motion that we approve the 2021-22 DMP Resolution (resolution 2021-24) and  
39 the following Deer Management Groups to participate in the 2021 Township Archery Hunting  
40 program:

- 41 • Chester County Trackers will manage the Grand Oak & Mill Creek open space  
42 area.
- 43 • Main Line Whitetail Managers will manage the Supplee open space area.
- 44 • Keystone Archers will manage the Bow Tree & Clocktower open space.
- 45 • Tri County Whitetail Management will manage the Wentworth open space area.

46 John seconded.

47 Motion carried 4-0.



1 **Consider storm water management, operations and maintenance agreements for 103**  
2 **Rossmore & 632 N. Chester Rd.**

3 Michele made a motion that the Board authorize the Chairman or Vice-Chairman to sign the  
4 storm water management, operations and maintenance agreements for 103 Rossmore Dr. and 632  
5 N. Chester Rd. John seconded.

6  
7 Motion carried 4-0.

8  
9 **Consider use of the Township-owned 2019 Red Explorer “pool car” by the Township**  
10 **Manager.**

11 Mike explained that the Township Manager in municipalities need to have access to a vehicle  
12 24/7, and this is a reasonable use of vehicle.

13  
14 Michele made a motion that the we allow the Township Manager to use the township owned  
15 2019 Red Ford Explorer "pool car" for township-business as well as "to and from" work. John  
16 seconded.

17  
18 Motion carried 4-0.

19  
20 **Any Other Matter**

21 Michele discussed Marty’s health condition and he is improving daily.

22  
23 **Public Comment**

24 Brian Hutchinson 1429 Cooper Cir., recognized Mark Gordon and Code Officers for their quick  
25 response to his solar system project. Mark Gordon recognized Mr. Hutchinson for his  
26 involvement in seeking amendment to the Sol Smart ordinance.

27 Christina Morley asked the Board to consider writing a letter to the PUC following Chester  
28 County Commissioners letter regarding sinkholes opening in the area. John suggested this matter  
29 go through the Pipeline Task Force.

30  
31 Michele stated that she will be visiting Sunoco Energy Transfer to view their control room and  
32 meet with one of their directors. She will not accept any compensation from the Township or  
33 Sunoco. Mike appreciates Michele communicating this with the Township.

34  
35 Russ Frank spoke about the Hicks farm. He asked the Board to reevaluate the decision to  
36 exercise eminent domain. Mike responded and expressed his position on the matter. Mike  
37 mentioned that Section B is most complicated section, between Airport Rd and Hicks property.

38  
39 Jen Hicks, 1325 Paoli Pk., asked why the Township would spend \$600K on a trail before  
40 obtaining agreement with Hicks. Mike explained that the Township had to show we were  
41 advancing engineering and easements in order to obtain grants. Earlier correspondence from  
42 Hicks family were comments about access, but not the equestrian operations. Mike expressed  
43 that the township was operating in good faith. Michele mentioned the breakdown occurred when  
44 the spray paint lines appeared. Jen Hicks commented that the alternate route would save money  
45 and Hicks would donate that land. Mike wants to see this easement secured for future  
46 generations. John Hertzog mentioned that he feels it is possible to open negotiations to look into  
47 alternate route. John and Michele are against eminent domain. David mentioned that he would  
48 entertain alternate plan, but echoes Mike’s comments.

1 Mark Kawecki, 1446 Cherry Ln., questioned whether consideration was given to use the High  
2 School side instead of Hicks side of Paoli Pike for the trail. Mark Gordon explained challenges  
3 near the School District, that there is already had easement from Corporate Park, and to meet  
4 PennDOT safety requirements. Mr. Kawecki mentioned Ms. Hicks offer of land to be donated  
5 for alternative route and asked if the Board would consider surrender easements. John  
6 mentioned this is a negotiation detail.

7  
8 Christina Morley asked what the actual definition of what this project is; trail vs. sidewalk.  
9 Michele and Mark Gordon clarified it is a multi-modal trail.

10  
11 Mark Gordon mentioned that in the beginning, around 2011, we were part of the County trail  
12 plan, then the Board decided to expand that concept to the Paoli Pike Trail. The Hicks were  
13 invited and attended. Mark state the Township invited every stakeholder and had a good turnout.

14  
15 **Correspondence**

16 The Board acknowledged:

- 17 a. April-June 2021 Quarterly Right-to-Know Report  
18 b. Thank you letter to Mark Miller and Sue Smith from resident Beverly West for  
19 assisting on an issue with a large Cherry Tree.  
20 c. Thank you to Mark Miller and his team for assistance with a Cherry Tree from  
21 resident Doris Kessler.

22  
23 **Adjournment**

24 There being no further business, John made a motion to adjourn at 9:21 pm. Michele seconded.

25  
26 Motion carried 4-0.

27  
28 Respectfully submitted,  
29 *Chris Boylan*  
30 *Recording Secretary*

31  
32 Attached: July 15, 2021 Treasurer's Report  
33

TREASURER'S REPORT  
 RECEIPTS AND BILLS

June 30, 2021 - July 15, 2021

**GENERAL FUND**

|                                     |                            |                            |                              |
|-------------------------------------|----------------------------|----------------------------|------------------------------|
| Real Estate Tax                     | \$2,733.41                 | Accounts Payable           | \$826,636.10                 |
| Earned Income Tax                   | \$128,572.41               | <u>Electronic Pmts:</u>    |                              |
| Local Service Tax                   | \$0.00                     | Credit Card                | \$2,628.32                   |
| Transfer Tax                        | \$0.00                     | Postage                    | \$0.00                       |
| <i>General Fund Interest Earned</i> | \$231.50                   | Debt Service               | \$0.00                       |
| Total Other Revenue                 | \$69,647.51                | Payroll                    | \$222,916.02                 |
| <b>Total General Fund Receipts:</b> | <b><u>\$201,184.83</u></b> | <b>Total Expenditures:</b> | <b><u>\$1,052,180.44</u></b> |

**STATE LIQUID FUELS FUND**

|   |                      |                            |                      |
|---|----------------------|----------------------------|----------------------|
| Receipts                                  | \$0.00               | Accounts Payable           | \$0.00               |
| <i>Interest Earned</i>                    | \$0.08               |                            |                      |
| <b>Total State Liquid Fuels Receipts:</b> | <b><u>\$0.08</u></b> | <b>Total Expenditures:</b> | <b><u>\$0.00</u></b> |

**CAPITAL RESERVE FUND**

|   |                           |                            |                      |
|---|---------------------------|----------------------------|----------------------|
| Receipts                                    | \$15,000.00               | Accounts Payable           | \$0.00               |
| <i>Interest Earned</i>                      | \$141.15                  |                            |                      |
| <b>Total Capital Reserve Fund Receipts:</b> | <b><u>\$15,141.15</u></b> | <b>Total Expenditures:</b> | <b><u>\$0.00</u></b> |

**TRANSPORTATION FUND**

|  |                       |                            |                      |
|--|-----------------------|----------------------------|----------------------|
| Receipts                                   | \$0.00                | Accounts Payable           | \$0.00               |
| <i>Interest Earned</i>                     | \$48.25               |                            |                      |
| <b>Total Transportation Fund Receipts:</b> | <b><u>\$48.25</u></b> | <b>Total Expenditures:</b> | <b><u>\$0.00</u></b> |

**SEWER OPERATING FUND**

|   |                           |                            |                            |
|---|---------------------------|----------------------------|----------------------------|
| Receipts                                    | \$12,529.95               | Accounts Payable           | \$143,121.32               |
| <i>Interest Earned</i>                      | \$38.32                   | <u>Electronic Pmts:</u>    |                            |
|   |                           | Credit Card                | \$1,592.53                 |
|   |                           | Debt Service               | \$0.00                     |
| <b>Total Sewer Operating Fund Receipts:</b> | <b><u>\$12,568.27</u></b> | <b>Total Expenditures:</b> | <b><u>\$144,713.85</u></b> |

**REFUSE FUND**

|                                    |                          |                            |                           |
|------------------------------------|--------------------------|----------------------------|---------------------------|
| Receipts                           | \$6,252.67               | Accounts Payable           | \$563.47                  |
| <i>Interest Earned</i>             | \$14.08                  | Credit Card                | \$69,349.38               |
| <b>Total Refuse Fund Receipts:</b> | <b><u>\$6,266.75</u></b> | <b>Total Expenditures:</b> | <b><u>\$69,912.85</u></b> |

**BOND FUND**

|                                  |                       |                            |                          |
|----------------------------------|-----------------------|----------------------------|--------------------------|
| Receipts                         | \$0.00                | Accounts Payable           | \$3,943.50               |
| <i>Interest Earned</i>           | \$45.98               |                            |                          |
| <b>Total Bond Fund Receipts:</b> | <b><u>\$45.98</u></b> | <b>Total Expenditures:</b> | <b><u>\$3,943.50</u></b> |

**SEWER CAPITAL RESERVE FUND**

|   |                       |                            |                      |
|---|-----------------------|----------------------------|----------------------|
| Receipts  | \$0.00                | Accounts Payable           | \$0.00               |
| <i>Interest Earned</i>                            | \$62.60               |                            |                      |
| <b>Total Sewer Capital Reserve Fund Receipts:</b> | <b><u>\$62.60</u></b> | <b>Total Expenditures:</b> | <b><u>\$0.00</u></b> |

**OPERATING RESERVE FUND**

|   |                       |                            |                      |
|---|-----------------------|----------------------------|----------------------|
| Receipts                                      | \$0.00                | Accounts Payable           | \$0.00               |
| <i>Interest Earned</i>                        | \$76.11               |                            |                      |
| <b>Total Operating Reserve Fund Receipts:</b> | <b><u>\$76.11</u></b> | <b>Total Expenditures:</b> | <b><u>\$0.00</u></b> |

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**EAST GOSHEN TOWNSHIP  
MEMORANDUM**

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**TO:** BOARD OF SUPERVISORS  
**FROM:** DAVE WARE  
**SUBJECT:** PROPOSED PAYMENTS OF BILLS  
**DATE:** JULY 29, 2021

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Attached please find the Treasurer's Report for the weeks of July 15, 2021 – July 29, 2021.

The General Fund realized over \$70K in Real Estate Transfer Tax for June transfers including 12 properties over \$500K, including 3 that sold over \$1.0M.

The Capital Reserve Fund incurred expenditures related to Hershey's Mill Dam of \$53,262 and \$5,052.14 for a failed traffic light at Rt. 352 and Greenhill Rd.

A new fund, ARPA – Covid Relief Fund, has been set up and received our 1<sup>st</sup> of 2 financial tranches from the State in the amount of \$949,820.77.

**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**

July 15, 2021 - July 29, 2021

**GENERAL FUND**

|                              |             |
|------------------------------|-------------|
| Real Estate Tax              | \$1,958.23  |
| Earned Income Tax            | \$99,700.00 |
| Local Service Tax            | \$7,900.00  |
| Transfer Tax                 | \$70,111.65 |
| General Fund Interest Earned | \$0.00      |
| Total Other Revenue          | \$31,635.10 |

**Total General Fund Receipts: \$211,304.98**

**STATE LIQUID FUELS FUND**

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

**CAPITAL RESERVE FUND**

|                                      |               |
|--------------------------------------|---------------|
| Receipts                             | \$0.00        |
| Interest Earned                      | \$0.00        |
| Total Capital Reserve Fund Receipts: | <u>\$0.00</u> |

**TRANSPORTATION FUND**

|                                     |               |
|-------------------------------------|---------------|
| Receipts                            | \$0.00        |
| Interest Earned                     | \$0.00        |
| Total Transportation Fund Receipts: | <u>\$0.00</u> |

**SEWER OPERATING FUND**

|                 |              |
|-----------------|--------------|
| Receipts        | \$274,460.64 |
| Interest Earned | \$0.00       |

**Total Sewer Operating Fund Receipts: \$274,460.64**

**REFUSE FUND**

|                             |                    |
|-----------------------------|--------------------|
| Receipts                    | \$69,840.21        |
| Interest Earned             | \$0.00             |
| Total Refuse Fund Receipts: | <u>\$69,840.21</u> |

**BOND FUND**

|                           |               |
|---------------------------|---------------|
| Receipts                  | \$0.00        |
| Interest Earned           | \$0.00        |
| Total Bond Fund Receipts: | <u>\$0.00</u> |

**SEWER CAPITAL RESERVE FUND**

|  |               |
|--|---------------|
| Receipts                                   | \$0.00        |
| Interest Earned                            | \$0.00        |
| Total Sewer Capital Reserve Fund Receipts: | <u>\$0.00</u> |

**OPERATING RESERVE FUND**

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

**ARPA - COVID RELIEF FUND**

|  |                     |
|--|---------------------|
| Receipts                                 | \$0.00              |
| Interest Earned                          | \$949,820.77        |
| Total ARPA - COVID Relief Fund Receipts: | <u>\$949,820.77</u> |

|                  |              |
|------------------|--------------|
| Accounts Payable | \$80,001.90  |
| Electronic Pmts: |              |
| Credit Card      | \$11,146.17  |
| Postage          | \$0.00       |
| Debt Service     | \$4,011.89   |
| Payroll          | \$141,491.38 |

**Total Expenditures: \$236,651.34**

|                     |               |
|---------------------|---------------|
| Accounts Payable    | \$0.00        |
| Total Expenditures: | <u>\$0.00</u> |

|                     |                    |
|---------------------|--------------------|
| Accounts Payable    | \$58,406.14        |
| Total Expenditures: | <u>\$58,406.14</u> |

|                     |               |
|---------------------|---------------|
| Accounts Payable    | \$0.00        |
| Total Expenditures: | <u>\$0.00</u> |

|                     |                    |
|---------------------|--------------------|
| Accounts Payable    | \$26,394.53        |
| Electronic Pmts:    |                    |
| Credit Card         | \$1,565.31         |
| Debt Service        | \$22,579.82        |
| Total Expenditures: | <u>\$50,539.66</u> |

|                     |                    |
|---------------------|--------------------|
| Accounts Payable    | \$1,421.31         |
| Credit Card         | \$11,572.03        |
| Total Expenditures: | <u>\$12,993.34</u> |

|                     |                   |
|---------------------|-------------------|
| Accounts Payable    | \$3,507.88        |
| Total Expenditures: | <u>\$3,507.88</u> |

|                     |                |
|---------------------|----------------|
| Accounts Payable    | \$34.50        |
| Total Expenditures: | <u>\$34.50</u> |

|                     |                |
|---------------------|----------------|
| Accounts Payable    | \$34.50        |
| Total Expenditures: | <u>\$34.50</u> |

|                     |               |
|---------------------|---------------|
| Accounts Payable    | \$0.00        |
| Total Expenditures: | <u>\$0.00</u> |

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| Vendor                    | Req # | Budget# | Sub# | Description              | Invoice Number | Req Date | Check Dte | Recpt Dte | Check# | Amount                       |
|---------------------------|-------|---------|------|--------------------------|----------------|----------|-----------|-----------|--------|------------------------------|
| <b>05 SEWER OPERATING</b> |       |         |      |                          |                |          |           |           |        |                              |
| 1393                      |       |         |      | US POSTMASTER            |                |          |           |           |        |                              |
| 66054                     | 1     | 05429   | 3250 | ADMIN.- POSTAGE          | 071521         | 07/15/21 | 07/15/21  | 07/15/21  | 4756   | 995.01                       |
|                           |       |         |      | UTILITY BILLS QTR.3 2021 |                |          |           |           |        |                              |
|                           |       |         |      |                          |                |          |           |           |        | 995.01                       |
| <b>06 REFUSE</b>          |       |         |      |                          |                |          |           |           |        |                              |
| 1393                      |       |         |      | US POSTMASTER            |                |          |           |           |        |                              |
| 66054                     | 2     | 06427   | 3250 | POSTAGE                  | 071521         | 07/15/21 | 07/15/21  | 07/15/21  | 788    | 995.00                       |
|                           |       |         |      | UTILITY BILLS QTR.3 2021 |                |          |           |           |        |                              |
|                           |       |         |      |                          |                |          |           |           |        | 995.00                       |
|                           |       |         |      |                          |                |          |           |           |        | 1,990.01                     |
|                           |       |         |      |                          |                |          |           |           |        | 2 Printed, totaling 1,990.01 |

FUND SUMMARY

| Fund | Bank Account | Amount          | Description     |
|------|--------------|-----------------|-----------------|
| 05   | 05           | 995.01          | SEWER OPERATING |
| 06   | 06           | 995.00          | REFUSE          |
|      |              | <u>1,990.01</u> |                 |

PERIOD SUMMARY

| Period | Amount          |
|--------|-----------------|
| 2107   | <u>1,990.01</u> |
|        | <u>1,990.01</u> |

Legend:

Expenditures Register Spooling to Windows Printers

Print those ready to UPDATE

Sorting by vendor

Printing for GL Period 2107

MARP05 run by BARBARA 11 : 43 AM



| Vendor    | Req #               | Budget# | Sub# | Description                        | Invoice Number | Req Date | Check Dte | Recpt Dte | Check# | Amount   |
|-----------|---------------------|---------|------|------------------------------------|----------------|----------|-----------|-----------|--------|----------|
| <b>01</b> | <b>GENERAL FUND</b> |         |      |                                    |                |          |           |           |        |          |
| 2226      |                     |         |      | 21ST CENT.MEDIA NEWS #884433       |                |          |           |           |        |          |
| 66065     | 1                   | 01401   | 3400 | ADVERTISING - PRINTING             | 2197329        | 07/28/21 |           | 07/28/21  |        | 95.83    |
|           |                     |         |      | NOTICE - EGT MEETINGS JULY         |                |          |           |           |        |          |
| 66065     | 2                   | 01401   | 3400 | ADVERTISING - PRINTING             | 2191232        | 07/28/21 |           | 07/28/21  |        | 371.52   |
|           |                     |         |      | NOTICE - ZONING BOARD MTG.         |                |          |           |           |        |          |
| 66065     | 3                   | 01401   | 3400 | ADVERTISING - PRINTING             | 2187098        | 07/28/21 |           | 07/28/21  |        | 563.18   |
|           |                     |         |      | NOTICE - BOS MEETING 7/20/21       |                |          |           |           |        |          |
|           |                     |         |      |                                    |                |          |           |           |        | 1,030.53 |
| 6         |                     |         |      | ABC PAPER & CHEMICAL INC           |                |          |           |           |        |          |
| 66066     | 1                   | 01409   | 3740 | TWP. BLDG. - MAINT & REPAIRS       | 114574         | 07/28/21 |           | 07/28/21  |        | 217.85   |
|           |                     |         |      | TOILET TISSUE                      |                |          |           |           |        |          |
| 66067     | 1                   | 01454   | 3740 | EQUIPMENT MAINT. & REPAIR          | 114549A        | 07/28/21 |           | 07/28/21  |        | 36.86    |
|           |                     |         |      | PINE SOL CLEANER                   |                |          |           |           |        |          |
| 66068     | 1                   | 01409   | 3740 | TWP. BLDG. - MAINT & REPAIRS       | 114549         | 07/28/21 |           | 07/28/21  |        | 45.42    |
|           |                     |         |      | C-FOLD & SOFT SOAP                 |                |          |           |           |        |          |
| 66068     | 2                   | 01454   | 3000 | GENERAL EXPENSE                    | 114549         | 07/28/21 |           | 07/28/21  |        | 155.23   |
|           |                     |         |      | ROLL TOWELS, TOILET TISSUE & PINE  |                |          |           |           |        |          |
|           |                     |         |      | SOL CLEANER                        |                |          |           |           |        |          |
|           |                     |         |      |                                    |                |          |           |           |        | 455.36   |
| 1941      |                     |         |      | AG-INDUSTRIAL INC                  |                |          |           |           |        |          |
| 66069     | 1                   | 01430   | 2330 | VEHICLE MAINT AND REPAIR           | WN13696        | 07/28/21 |           | 07/28/21  |        | 1,841.23 |
|           |                     |         |      | TRACTOR REPAIR & PARTS             |                |          |           |           |        |          |
|           |                     |         |      | <i>PTO repair</i>                  |                |          |           |           |        |          |
|           |                     |         |      |                                    |                |          |           |           |        | 1,841.23 |
| 1657      |                     |         |      | AQUA PA                            |                |          |           |           |        |          |
| 66071     | 1                   | 01409   | 3600 | TWP. BLDG. - FUEL, LIGHT, WATER    | 072221 TB      | 07/28/21 |           | 07/28/21  |        | 252.10   |
|           |                     |         |      | 000309828 0309828 6/18-7/20/21 TB  |                |          |           |           |        |          |
| 66072     | 1                   | 01409   | 3600 | TWP. BLDG. - FUEL, LIGHT, WATER    | 072221 FR      | 07/28/21 |           | 07/28/21  |        | 215.89   |
|           |                     |         |      | 000309820 0309820 6/18-7/20/21 FR  |                |          |           |           |        |          |
| 66073     | 1                   | 01409   | 3605 | PW BLDG - FUEL,LIGHT,SEWER & WATER | 072221 PW      | 07/28/21 |           | 07/28/21  |        | 199.11   |
|           |                     |         |      | 000496917 0309798 6/18-7/20/21 PW  |                |          |           |           |        |          |
|           |                     |         |      |                                    |                |          |           |           |        | 667.10   |
| 2898      |                     |         |      | AQUASCAPES UNLIMITED               |                |          |           |           |        |          |
| 66076     | 1                   | 01454   | 3711 | POND TREATMENT                     | 3891           | 07/28/21 |           | 07/28/21  |        | 590.00   |
|           |                     |         |      | POND SERVICE 7/8/21 PIN OAK, MARY  |                |          |           |           |        |          |
|           |                     |         |      | DELL & UPPER BOW TREE              |                |          |           |           |        |          |
|           |                     |         |      |                                    |                |          |           |           |        | 590.00   |

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| Vendor | Req # | Budget# | Sub#       | Description   | Invoice Number | Req Date | Check Dte | Recpt Dte | Check# | Amount   |
|--------|-------|---------|------------|---|----------------|----------|-----------|-----------|--------|----------|
| 2695   | 66079 | 1       | 01454 3000 | BRICKHOUSE ENVIRONMENTAL<br>GENERAL EXPENSE<br>SUMMER WATER SAMPLING - MAY 2021<br><i>Park facility well</i>    | 4348           | 07/28/21 |           | 07/28/21  |        | 868.36   |
|        |       |         |            |   |                |          |           |           |        | 868.36   |
| 3488   | 66080 | 1       | 01409 3740 | CINTAS CORPORATION #287<br>TWP. BLDG. - MAINT & REPAIRS<br>WEEK END 7/14/21 CLEAN MATS                          | 4089912889     | 07/28/21 |           | 07/28/21  |        | 50.23    |
|        | 66080 | 2       | 01487 1910 | UNIFORMS<br>WEEK END 7/14/21 CLEAN UNIFORMS   | 4089912889     | 07/28/21 |           | 07/28/21  |        | 532.49   |
|        | 66081 | 1       | 01409 3740 | TWP. BLDG. - MAINT & REPAIRS<br>WEEK END 7/21/21 CLEAN MATS   | 4090597379     | 07/28/21 |           | 07/28/21  |        | 50.23    |
|        | 66081 | 2       | 01487 1910 | UNIFORMS<br>WEEK END 7/21/21 CLEAN UNIFORMS   | 4090597379     | 07/28/21 |           | 07/28/21  |        | 532.49   |
|        |       |         |            |   |                |          |           |           |        | 1,165.44 |
| 2491   | 66082 | 1       | 01401 3210 | COMCAST 8499-10-109-0107472<br>COMMUNICATION EXPENSE<br>0107472 7/17-8/16/21 PW TV                              | 071021         | 07/28/21 |           | 07/28/21  |        | 29.41    |
|        |       |         |            |   |                |          |           |           |        | 29.41    |
| 3250   | 66083 | 1       | 01401 3210 | COMCAST 8499-10-109-0107704<br>COMMUNICATION EXPENSE<br>0107704 7/23-8/22/21 P&BOOT LED                         | 071521         | 07/28/21 |           | 07/28/21  |        | 108.35   |
|        |       |         |            |   |                |          |           |           |        | 108.35   |
| 4480   | 66085 | 1       | 01401 3000 | D'AMORE, SUSAN<br>GENERAL EXPENSE<br>REIMBURSEMENT RE: FLOWERS FOR MARTY SHANE                                  | 072321         | 07/28/21 |           | 07/28/21  |        | 47.69    |
|        |       |         |            |   |                |          |           |           |        | 47.69    |
| 320    | 66087 | 1       | 01430 2330 | EAGLE POWER TURF & TRACTOR<br>VEHICLE MAINT AND REPAIR<br>REPAIR STARTER & BELT IN TRACTOR<br><i>Z Radisson</i> | W00542         | 07/28/21 |           | 07/28/21  |        | 57.49    |
|        |       |         |            |   |                |          |           |           |        | 57.49    |
| 3872   | 66088 | 1       | 01409 3740 | EAGLE TERMITE & PEST CONTROL<br>TWP. BLDG. - MAINT & REPAIRS<br>PEST CONTROL - JULY 2021                        | 229704         | 07/28/21 |           | 07/28/21  |        | 105.00   |
|        | 66089 | 1       | 01409 3745 | PW BUILDING - MAINT REPAIRS<br>PEST CONTROL - JULY 2021   | 229705         | 07/28/21 |           | 07/28/21  |        | 45.00    |
|        | 66090 | 1       | 01409 3840 | DISTRICT COURT EXPENSES<br>PEST CONTROL - JULY 2021   | 229706         | 07/28/21 |           | 07/28/21  |        | 50.00    |

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| Vendor                 | Req # | Budget# | Sub#       | Description   | Invoice Number | Req Date | Check Dte | Recpt Dte | Check# | Amount   |
|------------------------|-------|---------|------------|---|----------------|----------|-----------|-----------|--------|----------|
| <b>01 GENERAL FUND</b> |       |         |            |   |                |          |           |           |        |          |
| 3872                   |       |         |            | EAGLE TERMITE & PEST CONTROL  |                |          |           |           |        |          |
|                        | 66093 | 1       | 01454 3100 | PROFESSIONAL SERVICES<br>PEST CONTROL - JULY 2021   | 229709         | 07/28/21 |           | 07/28/21  |        | 25.00    |
|                        |       |         |            |   |                |          |           |           |        | 225.00   |
| 2325                   |       |         |            | EAST GOSHEN TWP. SEWER/REFUSE CLEARING  |                |          |           |           |        |          |
|                        | 66094 | 1       | 01409 3605 | PW BLDG - FUEL,LIGHT,SEWER & WATER<br>QTR.3 2021 UTILITY PAYMENT PW                                 | 070121-PW      | 07/28/21 |           | 07/28/21  |        | 370.26   |
|                        | 66095 | 1       | 01409 3600 | TWP. BLDG. - FUEL, LIGHT, WATER<br>QTR.3 2021 UTILITY PAYMENT TWP                                   | 070121 TWP     | 07/28/21 |           | 07/28/21  |        | 370.26   |
|                        |       |         |            |   |                |          |           |           |        | 740.52   |
| 3702                   |       |         |            | EFORCE COMPLIANCE   |                |          |           |           |        |          |
|                        | 66096 | 1       | 01427 4900 | E-RECYCLING EVENTS<br>E-WASTE RECYCLING EVENT 7/17/21   | 20058          | 07/28/21 |           | 07/28/21  |        | 3,500.00 |
|                        |       |         |            |   |                |          |           |           |        | 3,500.00 |
| 3407                   |       |         |            | ETS EQUIPMENT TRADE SERVICE CO. INC.  |                |          |           |           |        |          |
|                        | 66099 | 1       | 01454 3740 | EQUIPMENT MAINT. & REPAIR<br>PORTABLE DRIVE CAT - FOR CLEANING<br>RESTROOMS<br><i>For Restrooms</i> | 0722-4000      | 07/28/21 |           | 07/28/21  |        | 837.87   |
|                        |       |         |            |   |                |          |           |           |        | 837.87   |
| 787                    |       |         |            | EXCEL ELEVATOR & ESCALATOR  |                |          |           |           |        |          |
|                        | 66100 | 1       | 01409 3740 | TWP. BLDG. - MAINT & REPAIRS<br>ELEVATOR PREV. MAINT. - JULY 2021                                   | 137699         | 07/28/21 |           | 07/28/21  |        | 44.00    |
|                        |       |         |            |   |                |          |           |           |        | 44.00    |
| 473                    |       |         |            | FASTSIGNS   |                |          |           |           |        |          |
|                        | 66101 | 1       | 01433 2450 | MATERIALS & SUPPLIES - SIGNS<br>"ROAD PAVING TO BEGIN" SIGNS  | 368-66417      | 07/28/21 |           | 07/28/21  |        | 273.91   |
|                        |       |         |            |   |                |          |           |           |        | 273.91   |
| 1876                   |       |         |            | FOLEY INC.  |                |          |           |           |        |          |
|                        | 66102 | 1       | 01436 3840 | STORMWATER EQUIPMENT RENTAL<br>HAMMER & BRACKET RENTL 6/28-7/26/21                                  | A8282201       | 07/28/21 |           | 07/28/21  |        | 1,176.00 |
|                        | 66104 | 1       | 01438 3845 | EQUIP. RENTAL -RESURFAC.<br>COMP.TRACK LOADER & MULCHER RENTAL<br>6/7-7/5/21                        | A8214801       | 07/28/21 |           | 07/28/21  |        | 7,786.00 |
|                        |       |         |            |   |                |          |           |           |        | 8,962.00 |

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| Vendor                 | Req # | Budget# | Sub#       | Description  | Invoice Number | Req Date | Check Dte | Recpt Dte | Check# | Amount    |
|------------------------|-------|---------|------------|--|----------------|----------|-----------|-----------|--------|-----------|
| <b>01 GENERAL FUND</b> |       |         |            |  |                |          |           |           |        |           |
| 4484                   | 66161 | 1       | 01367 3504 | FORSYTHE, MARK<br>GOLF APPLEBROOK/HMV<br>REFUND RE: GOLF EVENT CANCELATION   | 826274         | 07/29/21 |           | 07/29/21  |        | 110.00    |
|                        |       |         |            |  |                |          |           |           |        | 110.00    |
| 1957                   | 66105 | 1       | 01454 3740 | GEMPLER'S<br>EQUIPMENT MAINT. & REPAIR<br>ROSS MODEL ROOT FEEDERS  | INV0004470703  | 07/28/21 |           | 07/28/21  |        | 119.98    |
|                        |       |         |            |  |                |          |           |           |        | 119.98    |
| 2631                   | 66106 | 1       | 01401 2110 | GRAPHIC IMPRESSIONS OF AMERICA INC.<br>STATIONERY<br>1000 BOS ENVELOPES  | 21-1882        | 07/28/21 |           | 07/28/21  |        | 240.00    |
|                        | 66106 | 2       | 01401 2110 | STATIONERY<br>1000 BOS ENVELOPES WINDOW  | 21-1882        | 07/28/21 |           | 07/28/21  |        | 279.00    |
|                        |       |         |            |  |                |          |           |           |        | 519.00    |
| 3131                   | 66107 | 1       | 01401 3840 | GREAT AMERICA FINANCIAL SERVICES<br>RENTAL OF EQUIP. -OFFICE<br>LANIER MP C6004ex - JULY 2021                        | 29701457       | 07/28/21 |           | 07/28/21  |        | 160.00    |
|                        |       |         |            |  |                |          |           |           |        | 160.00    |
| 4482                   | 66108 | 1       | 01367 3508 | GREENWELL, CORY<br>ART<br>REFUND RE: CANCELED ART CLASS  | 826258         | 07/28/21 |           | 07/28/21  |        | 275.00    |
|                        |       |         |            |  |                |          |           |           |        | 275.00    |
| 594                    | 66109 | 1       | 01454 3740 | HAMMOND & MCCLOSKEY INC.<br>EQUIPMENT MAINT. & REPAIR<br>REPAIR LAVATORY DRAIN - LADIES ROOM                         | 9809           | 07/28/21 |           | 07/28/21  |        | 253.50    |
|                        |       |         |            |  |                |          |           |           |        | 253.50    |
| 2717                   | 66110 | 1       | 01433 2500 | HIGGINS & SONS INC., CHARLES A.<br>MAINT. REPAIRS.TRAFF.SIG.<br>TRAF.LIGHT REPAIR - SUMMIT HOUSE &<br>CHESTER HOLLOW | 54563          | 07/28/21 |           | 07/28/21  |        | 130.00    |
|                        | 66111 | 1       | 01433 2500 | MAINT. REPAIRS.TRAFF.SIG.<br>REPAIR FLASHER AT EG ELEMENTARY   | 54573          | 07/28/21 |           | 07/28/21  |        | 65.00     |
|                        | 66113 | 1       | 01433 2500 | MAINT. REPAIRS.TRAFF.SIG.<br>TRAF.LIGHT REPAIR- PAOLI PK & ELLIS<br>DUE TO CABINET FIRE - CLAIM FILED                | 54459          | 07/28/21 |           | 07/28/21  |        | 38,554.49 |
|                        | 66114 | 1       | 01433 2500 | MAINT. REPAIRS.TRAFF.SIG.<br>TRAF.LIGHT MAINTENANCE - BOOT RD. &<br>WILSON DR.                                       | 54484          | 07/28/21 |           | 07/28/21  |        | 97.50     |

*Insurance*

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| Vendor | Req # | Budget# | Sub#       | Description  | Invoice Number | Req Date | Check Dte | Recpt Dte | Check# | Amount    |
|--------|-------|---------|------------|--|----------------|----------|-----------|-----------|--------|-----------|
|        |       |         |            |  |                |          |           |           |        | 38,846.99 |
| 627    |       |         |            | HIGHWAY MATERIALS INC.   |                |          |           |           |        |           |
|        | 66115 | 1       | 01438 2450 | MATERIALS & SUPPLIES-HIGHWAYS<br>2.54 TONS 9.5mm 0.3<3 H   | 224107         | 07/28/21 |           | 07/28/21  |        | 132.84    |
|        |       |         |            |  |                |          |           |           |        | 132.84    |
| 638    |       |         |            | HOME DEPOT CREDIT SERVICES   |                |          |           |           |        |           |
|        | 66116 | 1       | 01409 3740 | TWP. BLDG. - MAINT & REPAIRS<br>DESK GLIDES  | 071321         | 07/28/21 |           | 07/28/21  |        | 6.76      |
|        | 66116 | 2       | 01409 3745 | PW BUILDING - MAINT REPAIRS<br>SPONGES - CLEANING SHOP OFFICE  | 071321         | 07/28/21 |           | 07/28/21  |        | 12.40     |
|        | 66116 | 3       | 01437 2460 | GENERAL EXPENSE - SHOP<br>SANDER & GRINDER PAD & WHEELS,SCREW<br>EYES, 300'FT TAPE MEASURE, SPRING<br>LINKS & JOINT COMPOUND | 071321         | 07/28/21 |           | 07/28/21  |        | 143.66    |
|        | 66116 | 4       | 01454 3740 | EQUIPMENT MAINT. & REPAIR<br>SCREWS FOR TRAIL BENCHES  | 071321         | 07/28/21 |           | 07/28/21  |        | 188.64    |
|        |       |         |            |  |                |          |           |           |        | 351.46    |
| 679    |       |         |            | INTERCON TRUCK EQUIPMENT   |                |          |           |           |        |           |
|        | 66117 | 1       | 01430 2330 | VEHICLE MAINT AND REPAIR<br>PRESSURE PROTECTION AIR VALVE  | 1087830-IN     | 07/28/21 |           | 07/28/21  |        | 18.82     |
|        |       |         |            |  |                |          |           |           |        | 18.82     |
| 2442   |       |         |            | KENT AUTOMOTIVE  |                |          |           |           |        |           |
|        | 66118 | 1       | 01430 2330 | VEHICLE MAINT AND REPAIR<br>BUMPER FASCIAPUSH RETAINERS  | 9308585665     | 07/28/21 |           | 07/28/21  |        | 47.23     |
|        | 66119 | 1       | 01430 2330 | VEHICLE MAINT AND REPAIR<br>REGENCY JOBBER DRILL BITS  | 9308601712     | 07/28/21 |           | 07/28/21  |        | 42.76     |
|        | 66120 | 1       | 01430 2330 | VEHICLE MAINT AND REPAIR<br>QUICK LINKS  | 9308607298     | 07/28/21 |           | 07/28/21  |        | 140.30    |
|        | 66121 | 1       | 01409 3745 | PW BUILDING - MAINT REPAIRS<br>AEROSOL CABINET   | 9308628447     | 07/28/21 |           | 07/28/21  |        | 269.81    |
|        |       |         |            |  |                |          |           |           |        | 500.10    |
| 3718   |       |         |            | KERSCHNER, GARY  |                |          |           |           |        |           |
|        | 66122 | 1       | 01462 2485 | BLACKSMITH SUPPLIES<br>REIMBURSEMENT FOR STAKING TABLE &<br>TOOLS  | 072321         | 07/28/21 |           | 07/28/21  |        | 350.00    |
|        |       |         |            |  |                |          |           |           |        | 350.00    |

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Expenditures Register  
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| Vendor | Req # | Budget# | Sub#       | Description  | Invoice Number | Req Date | Check Dte | Recpt Dte | Check# | Amount   |
|--------|-------|---------|------------|--|----------------|----------|-----------|-----------|--------|----------|
| 4425   | 66124 | 1       | 01409 3740 | LIBERTY ELEVATOR EXPERTS<br>TWP. BLDG. - MAINT & REPAIRS<br>ELEVATOR INSPECTION 7/6/21 | 929397         | 07/28/21 |           | 07/28/21  |        | 135.00   |
|        |       |         |            |  |                |          |           |           |        | 135.00   |
| 2861   | 66125 | 1       | 01430 2330 | LITTLE INC., ROBERT E.<br>VEHICLE MAINT AND REPAIR<br>POLE SAW REPAIR                  | 03-844264      | 07/28/21 |           | 07/28/21  |        | 488.94   |
|        |       |         |            |  |                |          |           |           |        | 488.94   |
| 4483   | 66126 | 1       | 01367 3701 | LIU, DAKE<br>LADIES & YOUTH TENNIS<br>REFUND RE: CANCELED TENNIS CLASS                 | 826272         | 07/28/21 |           | 07/28/21  |        | 90.00    |
|        |       |         |            |  |                |          |           |           |        | 90.00    |
| 3921   | 66127 | 1       | 01367 3504 | LYNCH, MICHAEL<br>GOLF APPLEBROOK/HMV<br>REFUND-RE: GOLF OUTING CANCELATIONS           | 072621         | 07/28/21 |           | 07/28/21  |        | 270.00   |
|        |       |         |            |  |                |          |           |           |        | 270.00   |
| 813    | 66129 | 1       | 01436 2450 | MAIN LINE CONCRETE<br>STORMWATER MATERIALS & SUPPLIES<br>10 YDS CONCRETE               | 484359         | 07/28/21 |           | 07/28/21  |        | 1,350.00 |
|        |       |         |            |  |                |          |           |           |        | 1,350.00 |
| 1641   | 66131 | 1       | 01430 2330 | NAPA AUTO PARTS<br>VEHICLE MAINT AND REPAIR  | 037760         | 07/28/21 |           | 07/28/21  |        | 133.84   |
|        | 66132 | 1       | 01430 2330 | MOTHERS CAR WASH & WAX<br>VEHICLE MAINT AND REPAIR                                     | 037831         | 07/28/21 |           | 07/28/21  |        | 9.96     |
|        | 66133 | 1       | 01430 2330 | LAMPS<br>VEHICLE MAINT AND REPAIR  | 038067         | 07/28/21 |           | 07/28/21  |        | 49.77    |
|        | 66134 | 1       | 01430 2330 | ARMORALL GLASS CLEANER<br>VEHICLE MAINT AND REPAIR                                     | 039421         | 07/28/21 |           | 07/28/21  |        | 374.71   |
|        |       |         |            |  |                |          |           |           |        | 568.28   |
| 1554   | 66135 | 1       | 01401 2100 | OFFICE DEPOT<br>MATERIALS & SUPPLIES   | 183002576001   | 07/28/21 |           | 07/28/21  |        | 428.37   |
|        | 66136 | 1       | 01401 2100 | TONER, ENVELOPES, SCISSORS, BOX<br>CUTTER & PENS                                       | 180911528001   | 07/28/21 |           | 07/28/21  |        | 130.99   |
|        | 66137 | 1       | 01401 2100 | MATERIALS & SUPPLIES<br>DRAFTING TABLE   | 183032196001   | 07/28/21 |           | 07/28/21  |        | 8.60     |
|        |       |         |            |  |                |          |           |           |        | 8.60     |







Report Date 07/29/21

Expenditures Register  
GL-2107-79745

| Vendor | Req # | Budget# | Sub#       | Description                         | Invoice Number | Req Date | Check Dte | Recpt Dte | Check# | Amount |
|--------|-------|---------|------------|-------------------------------------|----------------|----------|-----------|-----------|--------|--------|
| 3392   |       |         |            | WILSON FORKLIFT SERVICES LLC        |                |          |           |           |        |        |
|        | 66156 | 1       | 01430 2330 | VEHICLE MAINT AND REPAIR            | 0652           | 07/28/21 |           | 07/28/21  |        | 123.15 |
|        |       |         |            | REPAIR HYSTER S60XL FORKLIFT S/N B1 |                |          |           |           |        |        |
|        |       |         |            | 87G02611L                           |                |          |           |           |        |        |
|        | 66157 | 1       | 01430 2330 | VEHICLE MAINT AND REPAIR            | 0700           | 07/28/21 |           | 07/28/21  |        | 391.94 |
|        |       |         |            | REPAIR HYSTER S60XL FORKLIFT S/N B1 |                |          |           |           |        |        |
|        |       |         |            | 87G02611L                           |                |          |           |           |        |        |
|        |       |         |            |                                     |                |          |           |           |        | 515.09 |
| 4379   |       |         |            | YOUNG, SUSAN                        |                |          |           |           |        |        |
|        | 66158 | 1       | 01367 3240 | PARK FEES                           | 072821         | 07/28/21 |           | 07/28/21  |        | 100.00 |
|        |       |         |            | REFUND PARK RENTAL FEE DUE TO       |                |          |           |           |        |        |
|        |       |         |            | CANCELATION                         |                |          |           |           |        |        |
|        |       |         |            |                                     |                |          |           |           |        | 100.00 |
| 1512   |       |         |            | ZEP SALES & SERVICE                 |                |          |           |           |        |        |
|        | 66159 | 1       | 01430 2330 | VEHICLE MAINT AND REPAIR            | 9006491595     | 07/28/21 |           | 07/28/21  |        | 314.16 |
|        |       |         |            | 6 BAGS PEAT SORB                    |                |          |           |           |        |        |
|        |       |         |            |                                     |                |          |           |           |        | 314.16 |

Report Date 07/29/21

Expenditures Register  
GL-2107-79745

| Vendor                         | Req # | Budget# | Sub# | Description                         | Invoice Number | Req Date | Check Dte | Recpt Dte | Check# | Amount    |
|--------------------------------|-------|---------|------|-------------------------------------|----------------|----------|-----------|-----------|--------|-----------|
| <b>03 CAPITAL RESERVE FUND</b> |       |         |      |                                     |                |          |           |           |        |           |
| 2717                           |       |         |      | HIGGINS & SONS INC., CHARLES A.     |                |          |           |           |        |           |
| 66112                          | 1     | 03480   | 7400 | MISC. CAPITAL REPLACEMENT           | 54503          | 07/28/21 |           | 07/28/21  |        | 5,052.14  |
|                                |       |         |      | REPLACE CONTROLLER - RT.352 & GREEN |                |          |           |           |        |           |
|                                |       |         |      | -HILL RD. 4/12-4/13/21 & INSTALL    |                |          |           |           |        |           |
|                                |       |         |      | CONTROLLER UPDATES 7/7-7/8/21       |                |          |           |           |        |           |
|                                |       |         |      |                                     |                |          |           |           |        | 5,052.14  |
| 4412                           |       |         |      | TOTAL SITE DEVELOPMENT INC.         |                |          |           |           |        |           |
| 66150                          | 1     | 03457   | 7450 | CAPITAL - HERSHEY MILL REPAIR       | APPLIC.#4      | 07/28/21 |           | 07/28/21  |        | 53,262.00 |
|                                |       |         |      | APPLICATION #4 HERSHEY MILL DAM     |                |          |           |           |        |           |
|                                |       |         |      |                                     |                |          |           |           |        | 53,262.00 |

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| Vendor                    | Req # | Budget# | Sub#       | Description  | Invoice Number | Req Date | Check Dte | Recpt Dte | Check# | Amount   |
|---------------------------|-------|---------|------------|--|----------------|----------|-----------|-----------|--------|----------|
| <b>05 SEWER OPERATING</b> |       |         |            |  |                |          |           |           |        |          |
| 68                        | 66070 | 1       | 05429 3000 | AMS APPLIED MICRO SYSTEMS LTD.<br>ADMIN.-GENERAL EXPENSE<br>CASS CERTIFICATION UTILITY BILLING | 67851          | 07/28/21 |           | 07/28/21  |        | 65.00    |
|                           |       |         |            |  |                |          |           |           |        | 65.00    |
| 1658                      | 66074 | 1       | 05420 3604 | AQUA PA<br>MILL VAL./BARKWAY UTILITIES<br>000363541 0357724 6/18-7/20/21 BK                    | 072221 BK      | 07/28/21 |           | 07/28/21  |        | 18.83    |
|                           | 66075 | 1       | 05420 3602 | C.C. COLLECTION -UTILITIES<br>000300141 0300141 6/18-7/20/21 GH                                | 072221 GH      | 07/28/21 |           | 07/28/21  |        | 18.83    |
|                           |       |         |            |  |                |          |           |           |        | 37.66    |
| 151                       | 66077 | 1       | 05422 4502 | BLOSENSKI DISPOSAL CO, CHARLES<br>R.C. SLUDGE-LAND CHESTER<br>SWITCH 20 YDS W/LINER 7/19/21    | 181891         | 07/28/21 |           | 07/28/21  |        | 186.00   |
|                           | 66077 | 2       | 05422 4502 | R.C. SLUDGE-LAND CHESTER<br>CONTAINER RENTAL 7/12-7/19/21                                      | 181891         | 07/28/21 |           | 07/28/21  |        | 50.00    |
|                           | 66078 | 1       | 05422 4502 | R.C. SLUDGE-LAND CHESTER<br>SWITCH 20 YDS W/LINER 7/12/21                                      | 181866         | 07/28/21 |           | 07/28/21  |        | 186.00   |
|                           | 66078 | 2       | 05422 4502 | R.C. SLUDGE-LAND CHESTER<br>CONTAINER RENTAL 7/5-7/12/21                                       | 181866         | 07/28/21 |           | 07/28/21  |        | 50.00    |
|                           |       |         |            |  |                |          |           |           |        | 472.00   |
| 1526                      | 66084 | 1       | 05422 2440 | CUSTOM ENVIRONMENTAL TECHNOLOGY<br>R.C. STP- CHEMICALS<br>2290 TOTES ZETA LYTE                 | 7264           | 07/28/21 |           | 07/28/21  |        | 4,733.40 |
|                           |       |         |            |  |                |          |           |           |        | 4,733.40 |
| 356                       | 66086 | 1       | 05422 3700 | DECKMAN MOTOR & PUMP INC.<br>R.C. STP-MAINT. & REPAIRS<br>FLYGT PUMP INSPECTIONS               | 3560           | 07/28/21 |           | 07/28/21  |        | 210.00   |
|                           |       |         |            |  |                |          |           |           |        | 210.00   |
| 3872                      | 66091 | 1       | 05420 3705 | EAGLE TERMITE & PEST CONTROL<br>ASHBRIDGE-MAINT.&REPR<br>PEST CONTROL - JULY 2021              | 229707         |          |           | 07/28/21  |        | 25.00    |
|                           | 66092 | 1       | 05422 3701 | R.C. COLLEC.-MAINT. & REPR<br>PEST CONTROL - JULY 2021   | 229708         | 07/28/21 |           | 07/28/21  |        | 25.00    |
|                           |       |         |            |  |                |          |           |           |        | 50.00    |

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Expenditures Register  
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| Vendor | Req # | Budget# | Sub#       | Description  | Invoice Number | Req Date | Check Dte | Recpt Dte | Check# | Amount    |
|--------|-------|---------|------------|--|----------------|----------|-----------|-----------|--------|-----------|
| 431    | 66097 | 1       | 05422 3701 | EJ USA INC. (EAST JORDAN)<br>R.C. COLLEC.-MAINT.& REPR<br>NEW CASTINGS - CLOCK TOWER<br><i>R.C. Collection</i> | 110210050591   | 07/28/21 |           | 07/28/21  |        | 12,279.96 |
|        |       |         |            |  |                |          |           |           |        | 12,279.96 |
| 765    | 66123 | 1       | 05422 3700 | LEC - LENNI ELECTRIC CORPORATION<br>R.C. STP-MAINT.& REPAIRS<br>RCSTP - PREVENTATIVE MAINTENANCE               | 210228         | 07/28/21 |           | 07/28/21  |        | 2,391.00  |
|        |       |         |            |  |                |          |           |           |        | 2,391.00  |
| 813    | 66128 | 1       | 05422 3701 | MAIN LINE CONCRETE<br>R.C. COLLEC.-MAINT.& REPR<br>SEWER BRICKS - CLOCK TOWER                                  | 484186         | 07/28/21 |           | 07/28/21  |        | 309.75    |
|        |       |         |            |  |                |          |           |           |        | 309.75    |
| 1201   | 66143 | 1       | 05420 3702 | SAFETY SOLUTIONS INC.<br>C.C. COLLEC.-MAINT.& REPR.<br>EXAM GLOVES   | 53417          | 07/28/21 |           | 07/28/21  |        | 130.00    |
|        | 66143 | 2       | 05422 3701 | R.C. COLLEC.-MAINT.& REPR<br>EXAM GLOVES   | 53417          | 07/28/21 |           | 07/28/21  |        | 130.00    |
|        |       |         |            |  |                |          |           |           |        | 260.00    |
| 1385   | 66151 | 1       | 05422 2440 | UNIVAR USA INC.<br>R.C. STP- CHEMICALS<br>3 CONTAINERS ALUM.SULFATE  | 49288648       | 07/28/21 |           | 07/28/21  |        | 1,971.95  |
|        | 66152 | 1       | 05422 2440 | R.C. STP- CHEMICALS<br>1500 GALS. ALUM.SULFATE   | 49300134       | 07/28/21 |           | 07/28/21  |        | 2,275.00  |
|        |       |         |            |  |                |          |           |           |        | 4,246.95  |





Report Date 07/29/21

Expenditures Register  
GL-2107-79745

| Vendor    | Req #                                | Budget# | Sub# | Description                        | Invoice Number | Req Date | Check Dte | Recpt Dte | Check# | Amount   |
|-----------|--------------------------------------|---------|------|------------------------------------|----------------|----------|-----------|-----------|--------|----------|
| <b>08</b> | <b>BOND FUNDS (CAPITAL PROJECTS)</b> |         |      |                                    |                |          |           |           |        |          |
| 1876      |                                      |         |      | FOLEY INC.                         |                |          |           |           |        |          |
| 66103     | 1                                    | 08459   | 6000 | MISC TRAIL EXPENSES                | A8295701       | 07/28/21 |           | 07/28/21  |        | 3,507.88 |
|           |                                      |         |      | EXCAVATOR, COUPLER & BUCKET RENTAL |                |          |           |           |        |          |
|           |                                      |         |      | 7/6-7/8/21 TRAIL DIRT REMOVAL      |                |          |           |           |        |          |
|           |                                      |         |      |                                    |                |          |           |           |        | 3,507.88 |

166,460.09

0 Printed, totaling 166,460.09

FUND SUMMARY

| Fund | Bank Account | Amount            | Description                   |
|------|--------------|-------------------|-------------------------------|
| 01   | 01           | 79,442.35         | GENERAL FUND                  |
| 03   | 03           | 58,314.14         | CAPITAL RESERVE FUND          |
| 05   | 05           | 25,055.72         | SEWER OPERATING               |
| 06   | 06           | 140.00            | REFUSE                        |
| 08   | 08           | 3,507.88          | BOND FUNDS (CAPITAL PROJECTS) |
|      |              | <u>166,460.09</u> |                               |

PERIOD SUMMARY

| Period | Amount            |
|--------|-------------------|
| 2107   | <u>166,460.09</u> |
|        | <u>166,460.09</u> |

Legend:

Expenditures Register Spooling to Windows Printers

Print those ready to pay

Sorting by vendor

Printing for GL Period 2107

Doing a page break

MARP05 run by BARBARA 9 : 55 AM

Report Date 07/29/21

Procurement Card Entries

PAGE 1

| Per  | Budget # | Sub# | Description            | Vendr | Vendor Name                | Invoice #    | Inv Date | Credit    | Src | Trx # | # | U |
|------|----------|------|------------------------|-------|----------------------------|--------------|----------|-----------|-----|-------|---|---|
| 2107 |          |      | CREDIT CARD PAYMENT    |       |                            |              |          |           |     |       |   |   |
|      | 06427    | 4502 | WEEK 7/8/21 - 7/15/21  | 241   | C.C. SOLID WASTE AUTHORITY | 60929R       | 07/29/21 | 5,583.91  | PC  | 79747 | 1 |   |
|      | 05422    | 4502 | WEEK 7/8/21 - 7/15/21  | 241   | C.C. SOLID WASTE AUTHORITY | 60929S       | 07/29/21 | 659.59    | PC  | 79747 | 2 |   |
|      | 06427    | 4502 | WEEK 7/16/21 - 7/22/21 | 241   | C.C. SOLID WASTE AUTHORITY | 61004R       | 07/22/21 | 5,988.12  | PC  | 79747 | 3 |   |
|      | 05422    | 4502 | WEEK 7/16/21 - 7/22/21 | 241   | C.C. SOLID WASTE AUTHORITY | 61004S       | 07/22/21 | 547.41    | PC  | 79747 | 4 |   |
|      | 01430    | 2320 | 282.60 GALS. GASOLINE  | 1161  | REILLY & SONS INC          | 10984915-530 | 07/22/21 | 713.85    | PC  | 79747 | 5 |   |
|      | 01430    | 2320 | 188.40 GALS GASOLINE   | 1161  | REILLY & SONS INC          | 10964769-530 | 07/15/21 | 483.62    | PC  | 79747 | 6 |   |
|      | 01430    | 2320 | 722.20 GALS. DIESEL    | 1161  | REILLY & SONS INC          | 10984805-531 | 07/22/21 | 1,731.84  | PC  | 79747 | 7 |   |
|      | 01430    | 2320 | 628.30 GALS. DIESEL    | 1161  | REILLY & SONS INC          | 10964736-531 | 07/15/21 | 1,544.36  | PC  | 79747 | 8 |   |
|      |          |      |                        |       |                            |              |          | 17,252.70 |     |       |   |   |
|      |          |      |                        |       |                            |              |          | 17,252.70 |     |       |   |   |

GENERAL LEDGER SUMMARY

| GL Account # | Debit     | Credit    | Description                     |
|--------------|-----------|-----------|---------------------------------|
| 014XX-XXXX   | 4,473.67  |           | GENERAL FUND Expense Account    |
| 01107-1010   |           | 4,473.67  | GENERAL FUND Bank Account       |
| 054XX-XXXX   | 1,207.00  |           | SEWER OPERATING Expense Account |
| 05100-1005   |           | 1,207.00  | SEWER OPERATING Bank Account    |
| 064XX-XXXX   | 11,572.03 |           | REFUSE Expense Account          |
| 06100-1005   |           | 11,572.03 | REFUSE Bank Account             |

Legend:

Procurement Card Entries Spooling to Windows Printers  
 Printing for GL Period 2107  
 Printing for Status N  
 Creating a CSV Spreadsheet file.  
 MARP17 run by BARBARA 11 : 03 AM

EAST GOSHEN TOWNSHIP  
MONTHLY DEBT PAYMENT BREAKDOWN  
July 25, 2021

**GENERAL FUND:**

| Interest payment | Principal payment | Year of Issuance | Loan Description                           | Original loan amount | Remaining Principal | Retirement Date |
|------------------|-------------------|------------------|--|----------------------|---------------------|-----------------|
| \$4,011.89       | \$0.00            | <b>2003</b>      | Multi purpose<br>9 projects                | \$5,500,000.00       | \$ 1,117,000.00     | 2023            |
| \$0.00           | \$0.00            | <b>2017</b>      | G Playground , Dams,<br>& Paoli Pike Trail | \$5,310,000.00       | \$5,295,000.00      | 2037            |

**SEWER FUND:**

| Interest payment | Principal payment | Year of Issuance | Loan Description      | Original loan amount | Remaining Principal | Retirement Date |
|------------------|-------------------|------------------|-----------------------|----------------------|---------------------|-----------------|
| \$18,011.40      | \$0.00            | <b>2008</b>      | RCSTP<br>Expansion    | \$9,500,000          | \$5,458,000.00      | 2032            |
| \$4,568.42       | \$0.00            | <b>2013</b>      | Diversion<br>Projects | \$2,500,000          | \$1,798,000.00      | 2033            |
| \$0.00           | \$0.00            | <b>2017</b>      | S West Goshen STP     | \$2,840,000          | \$2,585,000.00      | 2037            |

PLGIT 1107.1010

| DATE      | DESCRIPTION  | TOTAL           | 1116.1000     | 1401.2100    | 1401.3000     | 1401.3250    | 1407.2130       | 1409.3740     | 1430.2320    | 1430.2330     | 1437.2460     | 1437.2600     | 1452.2000     | 1452.2010       | 1452.2025     | 1452.3000    | 1454.3740     | 1487.1910     |
|-----------|--|-----------------|---------------|--------------|---------------|--------------|-----------------|---------------|--------------|---------------|---------------|---------------|---------------|-----------------|---------------|--------------|---------------|---------------|
|           | <b>RICK SMITH</b>  |                 | 05420-3702    |              |               |              |                 |               |              |               |               |               |               |                 |               |              |               |               |
| 5/28/2021 | Neopost - Meter Tapes for mail machine                         | 39.00           |               |              |               | 39.00        |                 |               |              |               |               |               |               |                 |               |              |               |               |
| 5/30/2021 | Amazon - Glass suction cup for S. Walker PW                    | 82.99           |               |              |               |              |                 |               |              |               | 82.99         |               |               |                 |               |              |               |               |
| 5/30/2021 | GOTOMYPC - Logmein   | 44.00           |               |              |               |              | 44.00           |               |              |               |               |               |               |                 |               |              |               |               |
| 6/1/2021  | UPS Store - Mailing to Pennoni                                 | 11.37           |               |              |               | 11.37        |                 |               |              |               |               |               |               |                 |               |              |               |               |
| 6/10/2021 | Amazon - Playing cards, hanging file rails & bluetooth adapter | 81.48           |               | 15.99        |               |              | 9.99            |               |              |               |               |               |               |                 |               | 55.50        |               |               |
|           |  | \$258.84        |               |              |               |              |                 |               |              |               |               |               |               |                 |               |              |               |               |
|           | <b>DEREK DAVIS</b>   |                 |               |              |               |              |                 |               |              |               |               |               |               |                 |               |              |               |               |
| 6/8/2021  | CBI Malwarebytes - 1 Year Subscription                         | 137.79          |               |              |               |              | 137.79          |               |              |               |               |               |               |                 |               |              |               |               |
| 6/19/2021 | GOTOMYPC - Logmein 1 Year 11 computers                         | 1,261.00        |               |              |               |              | 1,261.00        |               |              |               |               |               |               |                 |               |              |               |               |
| 6/22/2021 | Amazon - Webcam, paper organizer, laptop stand & file hangers  | 131.68          |               | 61.69        |               |              | 69.99           |               |              |               |               |               |               |                 |               |              |               |               |
|           |  | \$1,530.47      |               |              |               |              |                 |               |              |               |               |               |               |                 |               |              |               |               |
|           | <b>MARK MILLER</b>   |                 |               |              |               |              |                 |               |              |               |               |               |               |                 |               |              |               |               |
| 5/27/21   | Vano's Pizza - Pizza for Vinnie's party                        | 155.00          |               |              | 155.00        |              |                 |               |              |               |               |               |               |                 |               |              |               |               |
| 6/4/21    | Paypal Plaques - Plaques for park benches                      | 114.00          |               |              |               |              |                 |               |              |               |               |               |               |                 |               |              | 114.00        |               |
| 6/7/21    | Lowes - Red concrete   | 238.31          | 238.31        |              |               |              |                 |               |              |               |               |               |               |                 |               |              |               |               |
| 6/9/21    | Wawa - Fuel for Mark's truck                                   | 25.09           |               |              |               |              |                 |               | 25.09        |               |               |               |               |                 |               |              |               |               |
| 6/10/21   | Workboots.com - Workboots for Bill Minahan                     | 165.00          |               |              |               |              |                 |               |              |               |               |               |               |                 |               |              |               | 165.00        |
| 6/14/21   | Parker Davis HVAC - Mini A/C unit                              | 920.08          |               |              |               |              | 920.08          |               |              |               |               |               |               |                 |               |              |               |               |
| 6/17/21   | Honey Brook Hardware - Pole Saw                                | 750.45          |               |              |               |              |                 |               |              |               |               | 750.45        |               |                 |               |              |               |               |
| 6/20/21   | ARC Team - AT&T phone chargers PW                              | 96.46           |               |              |               |              |                 |               |              |               | 96.46         |               |               |                 |               |              |               |               |
| 6/20/21   | MOULTRIE MOBILE - PARK CAMERAS                                 | 42.38           |               |              |               |              |                 |               |              |               |               |               |               |                 |               |              | 42.38         |               |
| 6/21/21   | Zips Truck Equipment - Chain binders                           | 360.36          |               |              |               |              |                 |               |              | 360.36        |               |               |               |                 |               |              |               |               |
| 6/23/21   | Vano's Pizza - Pizza for PW re: Sewer break                    | 120.00          | 120.00        |              |               |              |                 |               |              |               |               |               |               |                 |               |              |               |               |
|           |  | \$2,987.13      |               |              |               |              |                 |               |              |               |               |               |               |                 |               |              |               |               |
|           | <b>JASON LANG</b>  |                 |               |              |               |              |                 |               |              |               |               |               |               |                 |               |              |               |               |
| 5/29/21   | Halloween Costumes.com Summer camp costumes                    | 125.02          |               |              |               |              |                 |               |              |               |               |               | 125.02        |                 |               |              |               |               |
| 6/4/21    | S&S Worldwide - Craft kits                                     | 259.09          |               |              |               |              |                 |               |              |               |               |               | 259.09        |                 |               |              |               |               |
| 6/7/21    | Amazon - Memory Cards  | 43.18           |               |              |               |              |                 |               |              |               |               |               |               |                 |               | 43.18        |               |               |
| 6/8/21    | Identogo - Fingerprints summer camp staff - A. Lowe            | 24.85           |               |              |               |              |                 |               |              |               |               |               |               |                 | 24.85         |              |               |               |
| 6/15/21   | Amazon - Lanyards / Salt & Pepper for PW                       | 33.33           |               |              |               |              |                 |               |              |               | 21.44         |               |               |                 | 11.89         |              |               |               |
| 6/15/21   | In Tri-State Training - for camp staff                         | 480.00          |               |              |               |              |                 |               |              |               |               |               |               |                 | 480.00        |              |               |               |
| 6/16/21   | Giant - cake & cupcakes - Rick's party                         | 81.99           |               |              | 81.99         |              |                 |               |              |               |               |               |               |                 |               |              |               |               |
| 6/18/21   | Giant- Capri sun fruit punch - for summer camp                 | 20.13           |               |              |               |              |                 |               |              |               |               |               | 20.13         |                 |               |              |               |               |
| 6/22/21   | Giant - Snacks for summer camp                                 | 53.81           |               |              |               |              |                 |               |              |               |               |               | 53.81         |                 |               |              |               |               |
| 6/23/21   | Oasis Family Fun Center - Summer Camp Field trip               | 1,094.80        |               |              |               |              |                 |               |              |               |               |               |               | 1,094.80        |               |              |               |               |
| 6/24/21   | Giant - Ice and snacks for summer camp                         | 38.17           |               |              |               |              |                 |               |              |               |               |               | 38.17         |                 |               |              |               |               |
|           |  | \$2,254.37      |               |              |               |              |                 |               |              |               |               |               |               |                 |               |              |               |               |
|           | <b>GRAND TOTAL</b>   | <b>7,030.81</b> | <b>358.31</b> | <b>77.68</b> | <b>236.99</b> | <b>50.37</b> | <b>1,522.77</b> | <b>920.08</b> | <b>25.09</b> | <b>360.36</b> | <b>200.89</b> | <b>750.45</b> | <b>496.22</b> | <b>1,094.80</b> | <b>516.74</b> | <b>98.68</b> | <b>156.38</b> | <b>165.00</b> |

I/E's made

|   |
|---|
| X |
| x |

Add to Master Cred.Card List

6,672.50

|   |                              |
|---|------------------------------|
| X | To be reimbursed by 05 fund. |
|---|------------------------------|

**ACH DEBITS TO GENERAL FUNDS**

**EXPENSE REPORT**

*Attachment 2 OF 2*

Meeting Date

**8/3/2021**

7/1/21 - 7/31/21

| Fund               | Amount Charged           | Name                            | Description                          |
|--------------------|--------------------------|---------------------------------|--------------------------------------|
| <b>01</b>          | 32.30                    | AUTHNET FEES                    | June 2021 CRED.CARD BANK CHARGES     |
| <b>GENERAL</b>     | 308.75                   | BANKCARD FEES                   | June 2021 CRED.CARD BANK CHARGES     |
| <b>FUND</b>        | <u>218.50</u>            | M&T MONTHLY FEE                 | June 2021 POSITIVE PAY & ACH MONITOR |
|                    | <b>\$559.55</b>          |                                 |                                      |
| <b>03</b>          | <u>92.00</u>             | M&T MONTHLY FEE                 | June 2021 POSITIVE PAY & ACH MONITOR |
| <b>CAPITAL</b>     | <b>\$92.00</b>           |                                 |                                      |
| <b>RESERVE</b>     |                          |                                 |                                      |
| <b>05</b>          | 234.55                   | REIMBURSMENT of Credit Card Fee | June 2021 Paymentus                  |
| <b>SEWER</b>       | <u>109.25</u>            | M&T MONTHLY FEE                 | June 2021 POSITIVE PAY & ACH MONITOR |
| <b>FUND</b>        | <b>\$343.80</b>          |                                 |                                      |
| <b>06</b>          | 234.56                   | REIMBURSMENT of Credit Card Fee | June 2021 Paymentus                  |
| <b>REFUSE</b>      | <u>51.75</u>             | M&T MONTHLY FEE                 | June 2021 POSITIVE PAY & ACH MONITOR |
| <b>FUND</b>        | <b>\$286.31</b>          |                                 |                                      |
| <b>07</b>          | <u>34.50</u>             | M&T MONTHLY FEE                 | June 2021 POSITIVE PAY & ACH MONITOR |
| <b>MUNICIPAL</b>   | <b>\$34.50</b>           |                                 |                                      |
| <b>AUTHORITY</b>   |                          |                                 |                                      |
| <b>09</b>          | <u>34.50</u>             | M&T MONTHLY FEE                 | June 2021 POSITIVE PAY & ACH MONITOR |
| <b>SEWER</b>       | <b>\$34.50</b>           |                                 |                                      |
| <b>CAP.RESERVE</b> |                          |                                 |                                      |
| <b>10</b>          | <u>34.50</u>             | M&T MONTHLY FEE                 | June 2021 POSITIVE PAY & ACH MONITOR |
| <b>OPERATING</b>   | <b>\$34.50</b>           |                                 |                                      |
| <b>RESERVE</b>     |                          |                                 |                                      |
| <b>TOTAL</b>       | <u><b>\$1,385.16</b></u> |                                 |                                      |

# MEMO

Date: July 28, 2021  
From: Derek Davis, Township Manager  
To: Board of Supervisors  
Re: West Chester Area CoG Clean Energy Purchase Power Agreement

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Will Williams, West Chester Borough Sustainability Director, is giving a presentation on the West Chester Areas Council of Governments (WCACoG) continued effort in obtaining clean energy sources for participating municipalities through a Purchase Power Agreement (PPA).

His goal is to educate the board on why the WCACoG has been going through this process and what it means for East Goshen if we were to decide to participate in the PPA. The WCACoG is seeking to have an agreement in place by the end of August with all municipalities to move forward so that the next step of discussing contract terms can commence.

A draft of what would be the master agreement is attached.





**Constellation**<sup>®</sup>

An Exelon Company

## MASTER RETAIL ELECTRICITY SUPPLY AGREEMENT

This Master Retail Electricity Supply Agreement ("Master Agreement" or "Agreement") is entered as of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between <<NAME>> ("Customer" or "Buyer") and Constellation NewEnergy, Inc. ("Constellation" or "Seller"). Constellation and Customer are sometimes referred to individually as a "Party" and collectively as the "Parties." This Master Agreement sets forth the general terms and conditions governing transactions for the purchase and sale of electricity and related products and services to one or more of Customer's accounts (each an "Account") as agreed to from time to time (each a "Transaction"). Each Transaction shall be evidenced by a pricing schedule, rider or other form of transaction confirmation (each a "TC" or "Confirmation"). This Master Agreement and each TC executed pursuant hereto shall constitute a single integrated agreement between the Parties (collectively referred to as the "Agreement"). Any conflict between the terms and conditions of this Master Agreement and any TC shall be resolved in favor of the TC. The Parties intend that they are legally bound by the terms of each TC from the moment each Party agrees to those terms, whether via (i) e-mail transmission solely by designated authorized persons listed below under the Parties' signature, or (ii) a duly executed, written TC. Nothing in this Master Agreement obligates either Party to enter into a TC at any time.

- 1. Constellation and Customer Obligations.** Constellation shall sell and supply, and Customer shall purchase and receive, Customer's full requirements for electricity for each Account identified in a TC. Constellation, in its sole discretion, may select such sources of energy as it deems appropriate to meet its obligations under the Agreement. Furthermore, Constellation shall enroll each Account with the applicable UDC as being supplied by Constellation and shall take such other actions with the applicable UDC and ISO necessary for Constellation to meet its obligations under the Agreement. "UDC" or "Utility" means the local utility distribution company owning and/or controlling and maintaining the distribution system required for delivery of electricity to an Account. "ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.
- 2. Term of Master Agreement.** The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon 30 days prior written notice to the other; provided any TC will continue to be governed by this Master Agreement until the TC has been separately terminated or expired.

**Term of TC.** The term of each TC (which may also be identified as a Delivery Period) shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of this Master Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing Constellation with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the TC reflect UDC information available at that time or as otherwise estimated by Constellation. The actual meter read dates may occur on or about the dates set forth in the TC. Constellation will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth in a TC. If Constellation is unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. Constellation shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond its control.

- 3. Information and Authorization.** Customer hereby authorizes Constellation to take such actions it deems necessary to enroll the Account(s) with the UDC as to be served by Constellation and to otherwise meet its obligations under the Agreement. Customer's signature on a TC or acceptance of terms via e-mail transmission constitutes its written authorization for Constellation to obtain from time to time from the UDC and ISO all current and historical energy billing, usage data and other related information. Customer shall take any actions, execute any documents and provide any information as Constellation reasonably requires.
- 4. Billing and Payment.**

**Billing.** After receiving Customer's usage for the Accounts, Customer will be billed for electricity usage and related products and services supplied under the Agreement in one of the following ways based on availability and eligibility of Customer's Account(s), which may change from time to time: (a) Dual Billing: Customer will receive two invoices, one from Constellation for the Electricity Charge and one from the UDC for the amounts payable by Customer for services provided by the UDC ("Delivery Charges"); (b) UDC/Utility Consolidated Billing: Customer will receive one invoice from the UDC that includes both the Electricity Charge and the Delivery Charges; or (c) Constellation Consolidated Billing: Customer will receive one invoice from Constellation that includes both the Electricity Charge and the Delivery Charges. "Electricity Charge" means the product of (i) the fixed or variable price for electricity, and other related fixed and/or pass through charges for related products and services supplied, as set forth in the TC for each Account; and (ii) the billing units associated with such charges during the applicable period.

**Taxes.** Customer shall pay all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under the



Agreement, including any taxes enacted after the Effective Date (collectively, "Taxes"). Constellation will apply all appropriate Taxes unless and until Customer provides a valid certification of tax exempt status. Each Party shall indemnify, defend and hold harmless the other Party from and against any Taxes for which the indemnifying Party is responsible. All Taxes invoiced to Customer under the Agreement will be included on the invoice or in the applicable fixed price as allowed by Law.

**Estimates.** Constellation's ability to invoice Customer is dependent on the UDC's or ISO's ability to timely furnish Constellation with all necessary information, including Customer's metered usage. When there is a delay in receiving information from the UDC, ISO and/or other third parties, Constellation will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Interest shall not accrue on such adjustments. For charges based on metered usage, if an Account is not equipped with meters that provide an hourly reading, Constellation will use either applicable load profiles provided by the UDC or, in their absence, an otherwise reasonable allocation method.

**Payment.** Constellation's invoices will be sent to Customer in accordance with Constellation's normal billing cycle, as adjusted from time to time consistent with the applicable UDC's meter read dates. The invoices will state any applicable Electricity Charge, Delivery Charges, Taxes and other amounts related to the purchase and delivery of electricity. Constellation's invoices are due and payable on the 20<sup>th</sup> day after the invoice date, or such other date as required by Law or as set forth in a TC ("Payment Date") without offset or reduction of any kind to the address on the invoice. If Customer disputes any invoice amount, Customer shall nonetheless pay the entire invoice amount when due. Upon resolution of a dispute, Constellation shall pay any agreed-to refund to Customer. Invoices not paid on or before the Payment Date will accrue interest daily on outstanding amounts from the Payment Date until paid in full, at the lesser of 1.5% per month or the highest rate permitted by Law. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either Party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

5. **Holdover.** If following termination or expiration of a TC (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by Constellation, Constellation may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, Constellation will calculate Customer's invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor(s)) times (the applicable ISO-published Real Time or Day Ahead Locational Based Marginal Price ("LMP") identified in each TC + the \$/kWh holdover fee set forth in each TC) + (a pass-through of all costs and charges incurred by Constellation for the retail supply of electricity to Customer) + Taxes. This Master Agreement will continue to govern the service of such Account(s) during such holdover term. Either Party may terminate the holdover term at any time within its discretion at which time Constellation will drop each Account as of the next possible meter read date to the then-applicable tariff service, whether default service or otherwise.
6. **Adequate Assurance.** If Constellation has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to Customer's performance under the Agreement, Constellation may demand, in writing, adequate assurance of future performance from Customer in a form, in an amount, from an issuer, and for a term, all as reasonably satisfactory to Constellation ("Adequate Assurance"). To satisfy a demand, Customer shall provide Adequate Assurance to Constellation within 3 Business Days of the date of the written demand. "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.
7. **Event of Default.** An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under the Agreement if not paid within 5 Business Days (or such longer period required by applicable Law) following written notice to Customer that a payment is past due; (b) any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within 5 Business Days after written notice from the other Party; (c) Customer fails to provide Adequate Assurance as provided in the Agreement; (d) the failure by a Party to perform any material obligation set forth in the Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder) where such failure is not cured within 5 Business Days after receipt of written notice thereof; (e) either Party terminates the Agreement and/or any TC (or service to certain Account(s) under a TC) before the End Date of an effective TC for any reason other than Force Majeure or for a termination resulting from an Event of Default committed by the other Party; or (f) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).
8. **Remedies Upon Event of Default.** If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may in addition to all remedies available to it at Law or in equity, in its discretion, at any time, (A) (i) suspend any deliveries hereunder and/or (ii) terminate the Agreement in whole or solely with respect to those Accounts adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date") and/or (B) calculate a termination payment in good faith as described below. The Early Termination Date for any Accounts located in New York shall be no less than 15 calendar days from the date of written notice of termination and for any Accounts located in New Jersey shall be no less than 30 calendar

days from the date of written notice of termination. The Non-Defaulting Party will in good faith calculate a termination payment. The Defaulting Party shall pay such termination payment together with any other amounts due as of such date to the Non-Defaulting Party within 3 Business Days of receipt of notice of the amount of the termination payment. The Parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. If Customer's property associated with an Account receiving electricity supply hereunder is closed, vacated, sold or otherwise disposed of by Customer, then either Party may terminate the TC with respect to such Account upon 30 days written notice to the other Party, in which event Customer shall make a termination payment to Constellation calculated in accordance with the next paragraph of this Section 8.

If Customer is the Defaulting Party, the termination payment shall be equal to the sum of: (i) the positive difference, if any, between the Energy Price or Retail Service Price set forth in the applicable TC and the Market Price, multiplied by the estimated undelivered volume of electricity which Customer would consume from the Early Termination Date through the original term of the TC, as reasonably calculated by Constellation; (ii) Constellation's Costs; and (iii) any unpaid amounts due from Customer to Constellation.

If Constellation is the Defaulting Party, the termination payment shall be equal to the sum of: (i) the positive difference, if any, between the Market Price and the Energy Price or Retail Service Price set forth in the applicable TC, multiplied by the estimated undelivered volume of electricity which Customer would consume from the Early Termination Date through the original term of the TC, as reasonably calculated by Customer; (ii) Customer's Costs; minus (iii) any unpaid amounts due from Customer to Constellation.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party as a result of the Event of Default. The "Market Price" shall be the price of electricity and services as of the Early Termination Date under terms substantially similar to those of the applicable terminated TC. The Non-Defaulting Party may determine the Market Price of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment. Except for any unpaid amounts due prior to the Early Termination Date, no termination payment shall be owed by the Non-Defaulting Party to the Defaulting Party.

9. **Change in Law.** Constellation may pass through or allocate, as the case may be, to Customer any increase or decrease in Constellation's costs related to the electricity and related products and services sold to Customer that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to Customer.
10. **Representations and Warranties.** Each Party warrants and represents to the other (now and deemed repeated by each Party on each date on which a TC is executed and delivered) that: (i) it is duly organized, validly operating and in good standing under the Laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (iii) execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable Law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Customer warrants, represents and covenants that: (i) the data given and representations made concerning its Account(s) are true and correct; (ii) it is entering into the Agreement to purchase its energy requirements only and not for speculative or resale purposes; and that the energy purchased under the Agreement will be consumed at the facilities to which the Account(s) relate; and (iii) it is the party of record of the Account(s), or if it is not the party of record, it has the authority to enter into and bind the party of record to the Agreement. If Customer is a Governmental Entity, Customer represents and warrants that it has complied with all applicable bidding and procurement laws in awarding this Agreement and any TC hereunder, and covenants: (i) it will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of the Agreement; and (ii) it will obtain all necessary budgetary approvals, appropriations and funding for all of its obligations under the Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. **Force Majeure.** Notwithstanding any other provision of the Agreement, if a Party is unable to carry out any obligation under the Agreement due to a Force Majeure (other than a payment obligation, which shall not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as possible in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days or more, or where it is impossible or impracticable for the claiming Party to carry out any obligation under the Agreement due to the Force Majeure either Party may terminate the Agreement with respect to the Accounts adversely affected by the Force Majeure upon 15 days prior written notice. "Force Majeure" means an event not within the reasonable control of the Party claiming Force Majeure and that by the exercise of due diligence, such Party is unable to prevent or overcome in a commercially reasonable manner. Force

Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the UDC or ISO; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of either Party. Force Majeure shall not include loss or failure of either Party's markets or supplies.

12. **Limitations.** Notwithstanding any other provision of the Agreement to the contrary, neither Party nor their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns, shall be liable to the other Party for any consequential, exemplary, special, incidental, or punitive damages (including, without limitation, lost opportunities or lost profits) not contemplated by Section 8 above which are connected with or resulting from claims, losses, expenses (including reasonable attorneys' fees and court costs), damages, demands, judgments, causes of action or suits of any kind, arising out of, or in connection with, the performance or non-performance of a Party's obligations under the Agreement ("Claims"). The entire liability of each Party for any and all Claims will be limited to direct actual damages only as calculated pursuant to Section 8 above, subject in all cases to an affirmative obligation of each Party to mitigate its damages. Customer acknowledges and agrees that title passes from Constellation to Customer at the ISO/UDC interconnect, the UDC and ISO are exclusively responsible for the energy transmission and delivery system, that Constellation has no independent control over their systems and will have no liability for any of their acts or omissions.
13. **DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THE AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CONSTELLATION SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
14. **Waiver and Severability.** Failure to provide notice of, or object to, any default under the Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of the Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in the Agreement to the fullest extent permitted by applicable Law, provided, however, that this severability provision will not be applicable if any provision of Sections 7 and 8 of this Master Agreement (or any definition or provision in the Agreement to the extent it relates to, or is used in connection with, such sections) is held invalid or unenforceable.
15. **Assignment.** Customer may assign all its rights and obligations under the Agreement; provided (A) it gives Constellation 45 days prior written notice of its intent to do so; (B) the assignee satisfies in full Constellation's credit requirements; (C) the assignee assumes in writing all of Customer's obligations under the Agreement; and (D) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date. Constellation may assign, sell, pledge, transfer, or encumber any of its rights and obligations under the Agreement or the accounts, revenues, or proceeds hereof to any: (A) bank, insurer, or other financial institution; (B) person or entity (i) succeeding to all or substantially all of Constellation's assets or business or the division or region of Constellation to which the Agreement relates or (ii) into which Constellation is merged or otherwise combined or reorganized; provided (with respect to this clause (B)) the succeeding entity agrees to be bound to the Agreement; or (C) affiliate.
16. **Confidentiality.** Each Party agrees to keep all terms of the Agreement and related communications (including pricing) confidential to the extent not otherwise publicly available and not to disclose them to any third parties without the prior written consent of the other Party, except as otherwise required by Law. Each Party may disclose such information to its affiliates and to its affiliates' employees, agents, advisors, and on a need to know basis to its independent contractors, provided each such recipient agrees to hold such information in confidence. Constellation may disclose information regarding Customer to third parties that are representing Customer in the purchase of energy or related services. Furthermore, Constellation may make such other disclosures to third parties, including aggregate consumption data, provided they cannot be reasonably expected to specifically identify Customer. If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.
17. **Choice of Law Venue Attorney Fees and Expenses.** The Agreement will be governed and interpreted in accordance with the laws of the state in which such Account is located (provided that the governing jurisdiction shall be deemed to be the State of New York if the matter at issue involves Accounts or matters in more than one state), without giving effect to conflict of law principles. Any controversy or claim arising from or relating to the Agreement will be settled in accordance with the express terms of the Agreement by a court located in the governing jurisdiction (and each Party hereto waives any right to object to venue in this regard). TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT. If either Party pursues court action to enforce its rights under the Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs.
18. **Notices.** To be effective, all notices must be in writing delivered by hand, by certified mail return receipt requested, or by first class mail, or express carrier to the addresses provided in the TC. Notice by hand delivery shall be effective on the delivery date. All other notices shall be

effective on the delivery date or the date delivery is attempted. A Party may change its address by providing notice of such change in accordance herewith. An authorized person may also name other authorized persons via email.

19. **Miscellaneous.** The Agreement embodies the Parties' entire agreement and understanding, supersedes all prior agreements and understandings (whether written or oral) regarding the subject matter of the Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under the Agreement, and each Party will provide its original signature upon request. Each Party authorizes the other Party to affix an ink or digital stamp of its signature to this Master Agreement and any TC, and agrees to be bound by a document executed in such a manner. No amendment or edits to the Agreement, including the TC(s) or any purchase orders, will be valid or given any effect unless signed by both Parties. The applicable provisions of the Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations of liability, the forum and manner of dispute resolution. The section headings used in this Master Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Master Agreement. The Parties acknowledge that any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest their admissibility as evidence in any proceeding. The rights, powers, remedies and privileges provided in the Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Law. Constellation shall have the right to set-off and net against any amounts owed to it under the Agreement, including without limitation any termination payment, any amounts owed by Constellation to Customer under the Agreement or any other agreement between the Parties, including without limitation any Adequate Assurance. Except for Section 12 above, no third party will have any rights under the Agreement whatsoever and Customer will be fully responsible for any compensation owing any third party representing Customer in connection with the Agreement and will indemnify, defend and hold Constellation harmless from all related Claims. Customer further authorizes Constellation to utilize Customer's name for publicity and marketing purposes.

20. **Affirmation; Acknowledgements.** Customer affirms that it has read the Agreement in its entirety and agrees to the terms and conditions contained herein. Any ambiguity or question of intent or interpretation under the Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of the Agreement. The Parties acknowledge and agree that: (i) Constellation is an independent contractor under the Agreement and except as otherwise explicitly provided in the Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in the Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking; (ii) the Agreement and TCs entered into hereunder will constitute "forward contracts" under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 8 above will constitute contractual rights to liquidate them, and the Parties are entities entitled to the rights and protections afforded to "forward contracts" by the U.S. Bankruptcy Code; (iii) Constellation is not Customer's consultant or advisor for any purpose including advice regarding the value or advisability of trading in "commodity interests" as defined in the Commodity Exchange Act, 7 U.S.C. §§ 1-25, et seq., as amended ("CEA"), including futures contracts and commodity options or any other activity which would cause Constellation or any of its affiliates to be considered a commodity trading advisor under the CEA; and (iv) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any.

*\*Signature page to follow\**



IN WITNESS WHERE OF, the Parties have executed this Master Agreement through their duly authorized representatives as of the Effective Date.

**Constellation NewEnergy, Inc.**

**Customer:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**Customer Authorized Persons:**

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

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

email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Constellation Authorized Persons:**

Commodities Management Group: 1-800-243-2113; [cmg@constellation.com](mailto:cmg@constellation.com)

Transaction Group: [#emailtransactions@constellation.com](mailto:#emailtransactions@constellation.com)

**Notices for Constellation entities:**

Address: 1001 Louisiana Street

Constellation Suite 2300

Houston, TX 77002

Phone: (844)-6-ENERGY

Facsimile: \_\_\_\_\_

# MEMO

Date: July 28, 2021  
From: Derek Davis, Township Manager  
To: Board of Supervisors  
Re: Coronavirus State and Local Fiscal Recovery Funds Update and Planned Course of Action

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At this point, we can confirm that the township did receive the first of two installments planned to be sent out to us due to the pandemic relief money to state and local governments.

East Goshen received \$949,820.77 which was put into a recently opened account that will allow us to segregate the funds and track them easily for auditing purposes. Dave Ware and I will be looking to pass a resolution at a future board meeting very soon in order to amend the 2021 budget with these funds as suggested be done by PSATS. This resolution would include allocations for various issues/topics.

In East Goshen, we have a few larger infrastructure projects underway simultaneously that are quite extensive, necessary, and costly. These would be clear-cut, allowable expenses as outlined in all of the official reading material available on the relief funds.

For this half of the funds, so far, Dave and I have identified the following breakdown:

- Sewer Infrastructure Projects ..... \$919,820.77**
- Meeting Room Update for Post-COVID ..... \$30,000.00**

The sewer projects are self-explanatory and have been discussed numerous times over the last few months. We have obligations for capital improvements with regard to the Westtown Way Pump Station which is our main pumping station that feeds into the West Goshen Sewer System. That project will be underway soon. Additionally, the Hershey’s Mill Estates neighborhood has serious wastewater collection system issues. With regard to the meeting room, it is something I’ve been discussing with staff and individual board members extensively. The microphones that the board uses have been problematic since my arrival and the laptop set up with the webcam and low-grade mic makes it difficult for a YouTube user to follow the meeting. In a post-COVID world, it is going to be necessary to allow people to participate in our public meetings in all formats and mediums. Upgrading the room is becoming an infrastructure necessity.

● Obviously this is truly a board decision and we will take any and all input that you give so that we can implement your vision. **Again, this will not apply to the second installment scheduled for next year. We can talk through that during the 2022 budget process.**

# MEMO

Date: July 28, 2021  
From: Derek Davis, Township Manager  
To: Board of Supervisors  
Re: PennDot TSMA Resolution & Maintenance Agreement

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On December 28, 2020, PennDot updated regulations regarding traffic signal maintenance and the process going forward with PennDOT on future traffic signal modifications requests.

Traditionally, PennDOT had required resolutions on each and every traffic signal application change through the TE-160 application process. This alteration in the process is intended to streamline it so that we will only pass this resolution and agreement one-time. All future traffic signal maintenance applications after this will go through the township administration as the manager would be the designated signatory on all TE-160 applications.

Neighboring township are also in the process of passing these resolutions and some already have completed the process. It should be noted that this does not change anything from a financial perspective on what we spend on traffic signal maintenance and what is approved by the board via the yearly budget process. The board still has the “power of the purse” and the check and balances with the manager are built into that process. This is simply a change that makes it easier from an administrative perspective.

The resolution, the proposed TSMA, and TE-160 as an example of the application are all attached.

# Traffic Signal Maintenance Agreement Instructions

February 25, 2021

On December 28, 2020, the Pennsylvania Department of Transportation's (PennDOT) Bureau of Maintenance and Operations (BOMO) renamed and re-issued [Publication 191: Traffic Signal Maintenance Manual](#) (12-20). The 2020 Edition of Publication 191 contains new policy related to Traffic Signal Maintenance Agreements (TSMA) in Section 2.1, which requires a TSMA to be in place prior to issuance of a new or revised traffic signal permit. The standard TSMA applies to all traffic signals owned by the permittee in perpetuity. Only one TSMA is required for a permittee, regardless of the number of traffic signals owned.

The TSMA is a standard agreement using approved language from PennDOT's Office of Chief Counsel (OCC); therefore, the language should not be altered. The official template agreement is available from [PennDOT OCC's SharePoint site](#). In order to ensure all agreements are completed and submitted using the proper form, new agreements should always be prepared using the template on PennDOT OCC's SharePoint site.

Since PennDOT expects a large number of agreements as permittees apply for new signals or the first revision to a signal in their jurisdiction following the issuance of the 2020 Edition of Publication 191, PennDOT is providing standard templates via the Traffic Signal Portal. These templates will remain available while a large number of agreements are being processed.

Permittees shall review the following prior to submission of an agreement to PennDOT:

- ✓ The correct, legal name of the Permittee is spelled correctly and recorded consistently, throughout the document.
- ✓ A [resolution](#), by-laws, or other document, delegating signature authority, shall be attached to the agreement. This document must pre-date the signatures on the Agreement and include an attestation signature. A sample resolution is provided in [Appendix B of Publication 191](#) (12-20).
- ✓ The authorized official(s) for the entity are identified by title, and have signed and dated the Agreement. Signature authority is verified either through the attached resolution or by title.

Authorized officials that do not require proof of signature authority are identified as follows:

- Borough: Mayor or President of Borough Council
- ✓ Ensure all signatures are not stale. Signatures are stale if they are dated six months or more before the agreement is routed for execution.
- ✓ Ensure the only space left blank is the effective date on page 1 of the Agreement. Required blanks to be completed for this Agreement are on page 1 (municipality name and county) and Exhibit C (municipal contact information).

Three versions of the template are available, all of which may be accepted. The content is the same, but the templates offer various methods to fill in necessary information and sign the agreement. A permittee may choose the appropriate version based on technology capabilities. The titles below are hyperlinks and can be clicked to go the appropriation section of this document for more detailed instructions.

- Section A – **Digital Signature**
- Section B – **Electronically Fillable Form for Paper Signatures**
- Section C – **Paper Agreement**



**EAST GOSHEN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-202**

**A RESOLUTION ESTABLISHING A TRAFFIC SIGNAL  
MAINTENANCE AGREEMENT WITH THE PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION AND DESIGNATING AN  
OFFICIAL AS THE SIGNATOR FOR FUTURE TRAFFIC SIGNAL  
REQUESTS**

**WHEREAS**, In accordance with state law and regulations, municipalities are responsible to maintain traffic signals in their jurisdictions, and;

**WHEREAS**, The TE-160 form is the Commonwealth's application for traffic signal approvals for both new signal requests and requested modifications for existing signals, and;

**WHEREAS**, On December 28, 2020, the Pennsylvania Department of Transportation (PennDOT) implemented new policy related to Traffic Signal Maintenance Agreements (TSMA), and;

**WHEREAS**, PennDOT is seeking one Traffic Signal Maintenance Agreement that will apply to all traffic signals within a jurisdiction and an authorized, designated official to sign all future TE-160 applications.

**BE IT RESOLVED THAT** by the authority of the East Goshen Township Board of Supervisors, of the County of Chester, Township of East Goshen, that the Township Manager of East Goshen be authorized and directed to submit the attached Traffic Signal Maintenance Agreement and to submit future modifications to the attached Traffic Signal Maintenance Agreement.

**RESOLVED AND ADOPTED**, this 3rd day of August, 2021.

ATTEST:

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Derek Davis, Secretary

\_\_\_\_\_  
Davis E. Shuey, Chairman

\_\_\_\_\_  
Michael P. Lynch, Vice-Chair

\_\_\_\_\_  
John Hertzog, Member

\_\_\_\_\_  
Michele Truitt, Member

\_\_\_\_\_  
E. Martin Shane, Member

AGREEMENT NO.: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**COMMONWEALTH AND MUNICIPAL  
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

This Commonwealth and Municipal Traffic Signal Maintenance Agreement (“Agreement”) is made between the Commonwealth of Pennsylvania, Department of Transportation (“PennDOT”)

and

East Goshen  
\_\_\_\_\_, a political subdivision in the County of  
Chester \_\_\_\_\_, Pennsylvania, by acting through its proper official (“Municipality”).

**BACKGROUND**

This Agreement is pursuant to 74 Pa.C.S. Chapter 92 (relating to traffic signals) and 75 Pa.C.S. § 6122 (relating to authority to erect traffic control devices) to define maintenance requirements for all traffic signals within the Municipality.

Local authorities are required to obtain the approval of PennDOT prior to erecting any traffic signal pursuant to 75 Pa.C.S. § 6122(a)(2). Local authorities are responsible for the installation, revision, maintenance, operation and removal of traffic signals on highways under their jurisdiction with written PennDOT approval pursuant to 67 Pa. Code § 212.5(c)(1). The Municipality is a local authority having the authority to enact laws relating to traffic pursuant to the definition in 75 Pa.C.S. § 102.

The Municipality is required to enter into an agreement with PennDOT to properly maintain and time traffic signals for critical corridors pursuant to 74 Pa.C.S. § 9202(b). The Municipality may enter into an agreement with PennDOT to properly maintain and time traffic signals for designated corridors pursuant to 74 Pa.C.S. § 9202(a). An agreement is required as a condition of eligibility for financial assistance out of the Motor License Fund to replace, synchronize, time, operate, and maintain traffic signals pursuant to 75 Pa.C.S. § 9511(e.1)(5).

Traffic signal equipment is installed to serve a specific purpose through a distinct mode of operations.

PennDOT and the Municipality share a common interest in facilitating the safe and efficient management of traffic flow on a daily basis as well as during incidents.

The parties agree, with the intent to be legally bound, to the following:

1. **Defined Terms.** In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the terms set forth below shall have the respective meanings set forth below.
  - a. **Maintenance** means preventative, periodic, and emergency work (including by contract), as described in this Agreement. The definition shall include all work forms and tenses (including, but not limited to, maintain, maintained, and maintaining).
  - b. **Personally Identifiable Information** means individual's name, address, photograph, social security number, driver identification number, photograph, medical or disability information, or a combination of that information, as per 18 U.S.C. § 2725(3), the Breach of Personal Information Notification Act, 73 P.S. § 2301, et seq., Commonwealth IT Policy ITP-SEC019 (Policy and Procedures for Protecting Commonwealth Electronic Data), and the applicable OPD documents publicly available at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.

- c. **Traffic Control Devices** means geometric features, signs, signals, pavement markings, pedestrian accommodations, and other items associated with traffic control devices.
  - d. **TSAMS** means Traffic Signal Asset Management System and is the preferred method for electronic record keeping.
  - e. **Traffic Signal** means an electronically operated traffic control device that facilitates the orderly movement of traffic (including, without limitation, traffic control signals, pedestrian signals, flashing beacons, emergency vehicle access signals, lane-use control signals, ramp metering signals, school warning systems, and in-roadway lights). The useful life of traffic signal equipment is defined as the time from installation until it is either removed or replaced with signal equipment or other traffic control device(s) which better serves the need of the intersection.
  - f. **Traffic Signal Permit** means a document issued by PennDOT, which:
    - i. approves installation of the Traffic Signal;
    - ii. captures some basic information such as who the permit is issued to, the hours that the Traffic Signal will be on flash, the type of controller mounting, and the permittee's responsibilities; and
    - iii. contains information about the operation of the Traffic Signal, the placement of signal equipment, signing, and markings, and a signal plan sheet showing a scaled drawing of the intersection with the approved Traffic Signal and other associated traffic control devices (such as signal structures, vehicular and pedestrian signal heads, controller, traffic detectors, traffic signs and any sign structures, pavement markings, pedestrian curb ramps).
2. **Applicability.** This agreement applies to all traffic signals in the Municipality for which a Traffic Signal Permit has been issued by PennDOT. Traffic Signals shall remain subject to this Agreement in perpetuity unless and until the Traffic Signal Permit is cancelled by PennDOT. A record of Traffic Signal Permits is maintained electronically by PennDOT and may be accessed at any time by the Municipality.
3. **Ownership of Traffic Signals and Maintenance Requirements.**

**a. Ownership.**

- i. Title to all Traffic Signal installations shall vest in the Municipality, unless PennDOT has indicated otherwise through publication in the Pennsylvania Bulletin pursuant to 74 Pa.C.S. § 9202(i)(1).
- ii. When a new Traffic Signal is constructed, ownership of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period. PennDOT will confirm end of the thirty- (30-) day test period in writing.
- iii. When a Traffic Signal is modified, ownership of the modified elements of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period in writing. Traffic Signal appurtenances that are not modified as part of the work remain under ownership of the Municipality.
- iv. All items associated with the Traffic Control Device are the Municipality's responsibility, as documented on the Traffic Signal Permit issued by PennDOT. Longitudinal pavement markings on state highways are the responsibility of PennDOT and will be maintained by PennDOT.
- v. The Municipality shall, at its own expense, operate the Traffic Signals in accordance with the permit(s) issued by PennDOT.

**b. Preventative and Response Maintenance.**

- i. The Municipality shall provide preventative and response Maintenance at its own expense, for all Traffic Signals owned by the Municipality in order to provide the Maintenance program described in this Agreement.
- ii. The required preventative and response Maintenance functions shall be provided in the manner indicated in Exhibit A, attached to and made part of this Agreement.
- iii. The Municipality agrees that the provisions of Exhibit B, attached to and made a part of this Agreement, shall apply if either Maintenance function is performed using municipal personnel.
- iv. If the Municipality employs a contractor to perform either Maintenance function, the Municipality agrees to submit the name and address of the contractor to PennDOT using the form in Exhibit C, attached to and made part of this Agreement, together with a copy of the agreement between the

contractor and the Municipality. The Municipality shall submit a revised Municipal Contact Form (Exhibit C) within thirty (30) days of any changes to the information contained on the form. The form shall be submitted to the attention of the District Traffic Engineer within the PennDOT Engineering District encompassing the Municipality, or in such other format as prescribed by PennDOT. The use of a contractor does not relieve the Municipality of any obligations of this Agreement.

**c. Maintenance Records.**

- i. The Municipality agrees to prepare and retain an accurate record of the preventative and response Maintenance activities performed on Traffic Signals owned by the Municipality in accordance with the provisions of Exhibit D, attached to and made part of this Agreement.
- ii. The Municipality shall make Maintenance records available at all reasonable times for inspection by PennDOT.

4. **Failure to Perform Maintenance.** If the Municipality fails to fulfill its responsibilities as described herein, PennDOT shall provide written notice pursuant to 74 Pa.C.S. § 9202(e). If the Municipality failed to meet the requirements of the written notice, PennDOT may take action to correct the deficiencies and may deduct the actual costs of correcting the deficiencies from the Municipality's liquid fuels payments pursuant to 74 Pa.C.S. § 9202(g). Performance of the Maintenance services by PennDOT in the Municipality's stead shall not relieve the Municipality of its responsibility for continued Maintenance of Traffic Signals. If the Traffic Signal was installed or improved using state or federal funds, federal- and/or state-aid participation may be withheld on all future projects until the Municipality demonstrates to PennDOT and the Federal Highway Administration that all required Maintenance and operation services are being provided by the Municipality without the necessity of PennDOT performing duties herein described as being the responsibility of the Municipality.

5. **Notices.** Notices sent by PennDOT to the Municipality relating to Traffic Signals will be sent by regular mail, facsimile, e-mail, or delivery in person to the address of the nonemergency contact provided on the form in Exhibit C.
  
6. **Application for Traffic Signal Permits.** A signed Traffic Signal Application Form TE-160, see attached Exhibit E, attached to and made part of this Agreement, shall be submitted by the Municipality in accordance with the form and instructions provided by PennDOT, and a Traffic Signal Permit must be issued by PennDOT, before any work can begin on any new Traffic Signal or modification to an existing Traffic Signal. If PennDOT approves a new Traffic Signal after a traffic engineering study and engineering judgment indicates the need, the Traffic Signal shall be installed, owned, operated, and maintained in accordance with this Agreement. PennDOT may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the Traffic Signal, or require removal of the Traffic Signal, if traffic conditions or other considerations necessitate alteration or removal. The Municipality is responsible for the obtaining approval for installation of Traffic Signal appurtenances outside highway right-of-way. Traffic Signals installed using Liquid Fuels Tax funds must conform to PennDOT specifications as set forth in the current Publication 408, supplements and Standard Drawings.
  
7. **Highway Occupancy Permits.** Section 441.3 of Title 67 of the Pennsylvania Code (67 Pa. Code, Chapter 441) stipulates that a highway occupancy permit is required from the Department prior to the construction or alteration of any driveway, local road, drainage facility, or structure within state highway right-of-way; or connection to or alteration of a PennDOT drainage facility. The Municipality shall submit for a Highway Occupancy Permit whenever embankment removal, curbing and/or sidewalk, drainage structures, changes in highway geometry, pavement widening, or installation of additional lanes are performed within the right-of-way of any state highway. Additional requirements and guidance are defined within Publication 441 (*see* Chapter 441, i.e., “Access to and Occupancy of Highways by Driveways and Local Roads”).

8. **Remote Communications and Operations.**

- a. **Virtual Private Network.** Communications (including field-to-field and field-to-network) access shall be provided through PennDOT's virtual private network ("VPN"). The Municipality may request user credentials, which may be provided on a case-by-case basis at PennDOT's discretion.
- b. **System Equipment Cabinet.** Access to the on-site equipment cabinet housing connections to PennDOT's VPN shall be restricted (by key, access badge, or otherwise). The Municipality may request access, which may be provided at the PennDOT's discretion. PennDOT may establish minimum qualifications for Traffic Signal technicians to have access.
- c. **Traffic Signal System Monitoring.** The Municipality agrees to permit PennDOT to monitor traffic conditions using Traffic Signal equipment within the boundaries of the Municipality during times of normal traffic flow and during times of an incident. PennDOT during signal monitoring will suggest traffic signal timing adjustments to the Municipality in order to improve normal traffic flow. Traffic signal timings suggested to improve normal traffic flow can be implemented remotely by either PennDOT or the Municipality upon mutual acceptance of new timings.
- d. **Incident Management.** In the event of an incident, the Municipality agrees to allow PennDOT to implement revised traffic signal timing and phasing plans at any Traffic Signal subject to this agreement. PennDOT will contact the Municipality prior to the implementation of revised traffic signal timing and phasing plans. Upon clearance of incident, PennDOT will return affected Traffic Signals to operate as reflected on the approved Traffic Signal Permit. Upon resumption of normal operations, PennDOT will notify the Municipality. Notification under this section from PennDOT to the Municipality will be to the emergency contact identified in Exhibit C.

9. **Data Ownership.** All data generated by the Traffic Signal equipment shall be jointly owned by PennDOT and the Municipality. PennDOT or the Municipality may share data with third parties for the purpose of providing traveler information. PennDOT and the



Municipality have the obligation to protect any Personally Identifiable Information collected in accordance with the applicable laws and regulations.

10. **Engineering Studies and Ordinances.** The Municipality shall comply with the study and ordinance requirements of 75 Pa.C.S. § 6109.

11. **Save Harmless.** The Municipality agrees that it will indemnify, save harmless and defend (if requested) PennDOT, its agents, representatives and employees, from all suits, actions or claims of any character name or description, damages, judgments, expenses, attorney's fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the Municipality, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter. This provision shall not be construed to limit the Municipality in asserting any rights or defenses. Additionally, the Municipality shall include in any contracts into which it enters for Maintenance, operation, or inspection of the traffic control device this same obligation to indemnify PennDOT and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming PennDOT and the Municipality as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify PennDOT and the Municipality.

12. **Required Commonwealth Provisions.** The Municipality shall comply with the following required Commonwealth provisions. As used in these provisions, "Contractor" refers to the Municipality:

- a. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, attached as Exhibit F.
- b. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, attached as Exhibit G.

- c. **Provisions Concerning the Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, attached as Exhibit H.
  - d. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, attached as Exhibit I.
  
- 13. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Grantee shall comply with, the clause entitled Contract Provisions—Right to Know Law, attached as Exhibit J and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the Grantee.
  
- 14. **Form TE-160 Application for Traffic Signal Approval.** Applications for traffic signals shall follow the process as specified in PennDOT Publication 46. As part of this process, the Municipality shall submit via writing recommended changes to the existing traffic signals, or request to remove an existing Traffic Signal or install a new Traffic Signal using Form TE-160, attached as Exhibit E, along with all supporting studies and documentation for PennDOT review and approval.
  
- 15. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties, except as otherwise provided in this Agreement. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.
  
- 16. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
  
- 17. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or the laws of the Commonwealth, or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of

the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

18. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
19. **Independence of the Parties.** This Agreement is not intended and shall not be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or to constitute PennDOT as the representative or general agent of the Municipality for any purpose whatsoever.
20. **Assignment.** This Agreement may not be assigned by the Municipality, either in whole or in part, without the written consent of the Commonwealth.
21. **No Third-Party Beneficiary Right.** This Agreement does not create or confer any rights in or on persons or entities not a party to this Agreement.
22. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if the failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimized delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
23. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all

the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

24. **Repeals.** Upon execution of this Agreement, any other existing agreements between PennDOT and the Municipality relating to the Maintenance of Traffic Signals are superseded and repealed, and any such Traffic Signals shall be subject to the terms of this Agreement.

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



## PREVENTATIVE AND RESPONSE MAINTENANCE REQUIREMENTS

### PREVENTATIVE MAINTENANCE

Municipality or its contractor shall provide preventative maintenance for individual components of each traffic signal installation covered by this Agreement. PennDOT Publication 191 identifies the required preventative maintenance activities/scheduling intervals for each of the various traffic signal components. Provide preventative maintenance as specified in Publication 191 to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

### RESPONSE MAINTENANCE

Municipality or its contractor shall provide response maintenance for individual components of each traffic signal installation covered by this Agreement. PennDOT Publication 191 identifies the required response intervals and repair intervals for each of the various traffic signal components. Provide response maintenance as specified in Publication 191 to restore a traffic signal system to proper and safe operation. Includes Emergency (Temporary) Repair and Final Repair.

#### FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit and within response intervals and repair intervals as specified in Publication 191.

#### EMERGENCY (TEMPORARY) REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within response intervals and repair intervals as specified in Publication 191. Final repairs must then be completed within time intervals as specified in Publication 191.

## SIGNAL MAINTENANCE ORGANIZATION

### PERSONNEL CLASSIFICATIONS

In order to properly maintain the traffic signal equipment covered by this agreement, Municipality agrees to provide, as minimum, the following staff throughout the useful life of the equipment. Municipality agrees to abide by all guidance provided in PennDOT Publication 191 related to minimum requirements for each position as follows:

Traffic Engineer – Administrative position with prime responsibility for proper operation of traffic signal equipment. Supervises and plans activities of Signal Technicians and Signal Specialists to ensure adequate preventative and response maintenance programs.

Signal Specialist – Responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Signal Technician – Responsible for the operation and maintenance of traffic signals and all associated equipment.

### TRAINING

Municipality agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. Municipality agrees to abide by all guidance provided in PennDOT Publication 191.

### BUDGET REQUIREMENTS

Municipality agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this agreement. Municipality agrees to abide by all guidance provided in PennDOT Publication 191.

**MUNICIPAL CONTACT INFORMATION**

Non – Emergency Municipal Contact Information

Name of Municipality: East Goshen  
Municipal Address: 1580 Paoli Pike  
Municipal Phone Number: (610) 692-7171 Alternate Phone Number: \_\_\_\_\_  
Municipal Contact Person: Derek Davis Title: Township Manager  
E-mail Address: ddavis@eastgoshen.org  
Municipal Hours of Operation: 8: 00 AM to 5:00 PM Monday thru Friday  
Preferred Method of Contact:  Phone  E-Mail

Emergency Municipal Contact Information

Emergency Contact Person: Derek Davis Title: Township Manager  
Municipal Phone Number: (610) 692-7171 Alternate Phone Number: \_\_\_\_\_  
E-mail Address: ddavis@eastgoshen.org  
Preferred Method of Contact:  Phone  E-Mail

Maintenance and Operation Information

Preventative Maintenance performed by:

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor

Response Maintenance performed by:

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor

Maintenance and Operations Contractor Contact Name: Stephanie HigginsMcGough

Company/Organization: Charles A. Higgins & Sons Inc.

Phone #: (610) 566-3700 Alt Phone #: \_\_\_\_\_

E-mail: higginsec25@verizon.net



## RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. Municipality shall prepare, retain, and make available to PennDOT, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this agreement.

Municipality shall establish a separate file for each traffic signal installation and keep its records in TSAMS or on other forms prescribed by PennDOT in Publication 191.

At a minimum, the following records shall be kept by the Municipality or its contractor for each intersection.

### Master Intersection Record

List of all maintenance functions performed at the intersection, which should be updated within one day of the activity but no more than one week later

### Response Maintenance Record

A log recording the location, date, time, caller, receiver and complaint received, maintenance personnel, time dispatched, trouble found, and time cleared

### Preventive Maintenance Record

A log for each preventative maintenance service that includes the date, tasks performed, and signatures of personnel performing the work



# APPLICATION FOR TRAFFIC SIGNAL APPROVAL

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

## A – Maintenance and Operation Information

- Municipality has an existing Traffic Signal Maintenance Agreement covering all signals in the municipality. Issuance of a new or revised permit amends Municipality's signal list in TSAMS.
- Municipality does not have an existing Traffic Signal Maintenance Agreement covering all signals in the municipality. Traffic Signal Maintenance Agreement must be completed, executed by the municipality, and attached to this application.

## B – Application Description

PennDOT District: \_\_\_\_\_ County: \_\_\_\_\_ Municipality: \_\_\_\_\_

Location (Intersection): \_\_\_\_\_

Traffic Control Device is:  NEW Traffic Signal  EXISTING Traffic Signal, permit # \_\_\_\_\_

Type of Device (select one):  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  
 Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other \_\_\_\_\_

Is Traffic Signal part of a system?  Yes  No System Number (if applicable): \_\_\_\_\_

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements.

## C – Attachments Listing

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Municipal Resolution           | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes/Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                 |
| <input type="checkbox"/> Warrant Analysis               | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies           |
| <input type="checkbox"/> Crash Analysis                 | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Municipal Contact Information      |
| <input type="checkbox"/> Traffic Signal Study           | <input type="checkbox"/> Traffic Impact Study (TIS) | <input type="checkbox"/> Other: _____                       |
| <input type="checkbox"/> Condition Diagram              |   |   |

## D – Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location identified above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. Applicant agrees to own and maintain the traffic signal in accordance with the Traffic Signal Maintenance Agreement executed between Municipality and the Department, dated \_\_\_\_\_.

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Municipal Authorized Official: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

### DEPARTMENT USE ONLY

County: \_\_\_\_\_ Engineering District: \_\_\_\_\_


Department Tracking #: \_\_\_\_\_ Initial Submission Date: \_\_\_\_\_

# Memorandum

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

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Date: 7/28/2021  
To: Board of Supervisors  
From: Mark Gordon, Township Zoning Officer   
Re: SWM O&M Agreements

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Dear Board Members:

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

1. 843 Cottonwood Dr.

**Staff Recommendation:**

Staff has reviewed this project and the agreement. Staff recommends that the Board authorize the Chairman to sign the agreement.

**Draft Motion:**

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

1. 843 Cottonwood Dr.