

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
1580 Paoli Pike, 2nd Floor
Tuesday, September 21, 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. Budget Workshop #2 will take place next Tuesday, September 28 at 7:00 PM and will focus on all other funds besides the General Fund which was discussed at our September 14th Workshop.
 - b. Township Yard Sale is Saturday October 2. Residents in condos/apartments/gated communities should call to reserve a spot at Township Building. All other Residents call to get their house on the map that will be published.
 - c. Our Food Truck and Music Festival will take place at East Goshen Park on Saturday, October 16 at 4:00 PM.
6. Public Hearings - none
7. Emergency Services Reports (7:10 PM to 7:20 PM)
 - a. WEGO – Chief Brenda Bernot
 - b. Goshen Fire Co – August 2021
 - c. Malvern Fire Co – August 2021
 - d. Good Fellowship – August 2021
 - e. Fire Marshal – Carmen Battavio
8. Financial Report – (7:20 PM to 7:30 PM)
9. Approval of Minutes and Treasurer's Report (7:30 PM to 7:35PM)
 - a. Minutes – September 7, 2021
 - b. Treasurer's Report – September 16, 2021
10. Old Business
 - a. Legislative/Congressional update from Scott Nelson, *Senior Constituent Advocate* for U.S. Representative Chrissy Houlahan. (7:35 PM to 7:50 PM)
 - b. Consideration of Purchase Power Agreement (PPA) for township energy consumption in conjunction with the West Chester Area Council of Governments (WCACoG). (7:50 PM to 8:00 PM)
 - c. Consider submitting application, due September 24, for PA DCED's 902 grant program, specifically for the purchase of new recycling totes. (8:00 PM to 8:10 PM)
11. New Business
 - a. Consider approval of proposal from New Era Technology for AV upgrades to the main meeting room. (8:10 PM to 8:15 PM)
 - b. Consider request from the Pipeline Task Force (PTF) to send comments to the Chester County *Emergency Management Coordinator*. (8:15 PM to 8:20 PM)

- c. Consider Resolution 2021-208, a *Declaration of Disaster* due to Tropical Storm Ida. (8:20 PM to 8:25 PM)
- 12. Any Other Matter
- 13. Public Comment (8:25 PM to 8:55 PM)
- 14. Liaison Reports - none
- 15. Correspondence, Reports of Interest (8:55 PM to 9:00 PM)
 - a. Email from resident Bill Guyer regarding recommendations of general township processes to enhance input.
- 16. Adjournment (9:00 PM)

Meetings & Dates of Importance

<i>Date</i>	<i>Meeting</i>	<i>Time</i>
September 21, 2021	Board of Supervisors	7:00 pm
September 27, 2021	Sustainability Advisory Committee	7:00 pm
September 28, 2021	Board of Supervisors – Workshop	7:00 pm
October 2, 2021	Township Yard Sale	9:00 am
October 4, 2021	Business Park Task Force	7:00 pm
October 5, 2021	Board of Supervisors	7:00 pm
October 6, 2021	Pension Committee	10:00 am
October 6, 2021	Planning Commission	7:00 pm
October 7, 2021	Park & Rec Commission	7:00 pm
October 11, 2021	Municipal Authority	7:00 pm
October 12, 2021	Board of Supervisors – Workshop	7:00 pm
October 13, 2021	Conservancy Board	7:00 pm
October 14, 2021	Pipeline Task Force	6:30 pm
October 14, 2021	Historical Commission	7:00 pm
October 16, 2021	Food Truck and Music Festival	4:00 pm
October 19, 2021	Board of Supervisors	7:00 pm
October 21, 2021	Futurist Committee	7:00 pm
October 25, 2021	Sustainability Advisory Committee	7:00 pm
October 26, 2021	Board of Supervisors – Workshop	7:00 pm

Newsletter Deadline for Winter 2022: November 23.

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

Public Comment – Pursuant to Section 710.1 of the Sunshine Act the Township is required to include an opportunity for public comment which is intended to allow residents and/or taxpayers to comment on matters of concern, official action or deliberation which are or may be before the Board of Supervisors. Matters of concern which merit additional research will be placed on the agenda for the next meeting. The Board of Supervisors will allocate a maximum of 30 minutes for public comment at each meeting.

Constant Contact - Want more information about the latest news in the Township and surrounding area? East Goshen Township and Chester County offer two valuable resources to stay informed about important local issues. East Goshen communicates information by email about all Township news through Constant Contact. To sign up, go to www.eastgoshen.org, and click the “E-notification & Emergency Alert” button on the left side of the homepage.

ReadyChesco - Chester County offers an emergency notification system called ReadyChesco, which notifies residents about public safety emergencies in the area via text, email and cell phone call. Signing up is a great way to keep you and your loved ones safe when disaster strikes. Visit www.readychesco.org to sign up today!

Smart 911 – Smart 911 is a new service in Chester County that allows you to create a Safety Profile at www.smart911.com that includes details you want the 9-1-1 center and public safety response teams to know about your household in an emergency. When you dial 9-1-1, from a phone associated with your Safety Profile that information automatically displays to the 9-1-1 call taker allowing them to send responders based on up-to-date location and emergency information. With your Safety Profile, responders can arrive aware of many details they would not otherwise know. Fire crews can arrive knowing exactly how many people live in your home and where the bedrooms are located. EMS personnel can know family members’ allergies or specific medical conditions. And police can access a photo of a missing family member in seconds rather than minutes or hours, helping the search start faster.

Westtown East Goshen Regional Police Department

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

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

Goshen Fire Company Monthly Operations Report

August 2021



Fire Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2021 Responses	YTD 2021 Manhours	YTD 2020 Responses	YOY Variance
East Goshen	14	39	137	438	193	-29%
West Goshen	16	57	127	351	120	6%
Westtown	5	6	43	161	55	-22%
Willistown	6	14	35	132	30	17%
Other	7	24	38	124	45	-16%
Total - Fire	48	140	380	1206	443	-14%

Fire Police Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2021 Responses	YTD 2021 Manhours	YTD 2020 Responses	YOY Variance
East Goshen	5	97	64	334	80	-20%
West Goshen	10	30	96	263	66	45%
Westtown	5	6	37	119	35	6%
Willistown	4	33	28	135	20	40%
Other	6	6	29	158	36	-19%
Total - Fire Police	30	172	254	1009	237	7%

EMS Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2021 Responses	YTD 2021 Manhours	YTD 2020 Responses	YOY Variance
East Goshen	164	251	1250	1890	1325	-6%
West Goshen	100	151	799	1098	726	10%
Westtown	31	48	210	347	178	18%
Willistown	21	43	153	282	167	-8%
Other	13	10	78	84	67	16%
Total - EMS	329	503	2490	3701	2463	1%

Total Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2021 Responses	YTD 2021 Manhours	YTD 2020 Responses	YOY Variance
East Goshen	183	387	1451	2662	1598	-9%
West Goshen	126	238	1022	1712	912	12%
Westtown	41	60	290	627	268	8%
Willistown	31	90	216	549	217	0%
Other	26	40	145	366	148	-2%
Total - Goshen Fire Company	407	815	3124	5916	3143	-1%

Goshen Fire Company Monthly Operations Report August 2021



Monthly Updates

Key Indicators

Patients Treated	269	
Patients 65 and Over	202	75%
EMS Calls to Assisted Living and Retirement Facilities	144	41%
Automatic Fire/CO Alarms	21	44%

Major Incidents

Dwelling Fire, 1040 N New Street, West Goshen	8/15/2021
Building Fire, 201 E Gay Street, West Chester Boro	8/17/2021
Building Fire, 111 Reynolds Alley, West Chester Boro	8/22/2021
Building Fire, 105 Westtown Rd, West Goshen	8/26/2021
Truck Fire, Rt 202 NB @ Boot Rd.	8/27/2021
Building Fire, 32 Westtown Rd, Thornbury	8/29/2021

Events

Goshen Country Fair	8/2-8/7
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Fundraising Activities

Annual 15 Week Club Raffle	Underway
2022 Ambulance Subscription Drive	Upcoming

Personnel Updates

Hiring Part-Time Firefighter EMT's	Underway
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Apparatus Updates

None	
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Goshen Fire Company Monthly Automatic Alarm Report

02-Sep-21
8:28:02 AM

DATE	ADDRESS	TOWNSHIP	INCIDENT TYPE	# Calls in 2021	# Calls Last 12 Mos.
8/4/2021	800 N CHESTER RD	East Goshen	745 - Alarm system activation, no fire - unintentional	1	2
8/6/2021	2110 VALLEY DR	East Goshen	746 - Carbon monoxide detector activation, no CO	1	1
8/6/2021	1225 Foxglove LN	East Goshen	743 - Smoke detector activation, no fire - unintentional	1	1
8/8/2021	101 TRAMORE CIR	East Goshen	735 - Alarm system sounded due to malfunction	1	1
8/9/2021	1375 BOOT RD	East Goshen	735 - Alarm system sounded due to malfunction	7	7
8/16/2021	1301 WILSON DR	East Goshen	735 - Alarm system sounded due to malfunction	2	2
8/19/2021	1475 QUAKER RIDGE	East Goshen	735 - Alarm system sounded due to malfunction	1	1
8/24/2021	1340 ENTERPRISE DR	East Goshen	733 - Smoke detector activation due to malfunction	1	1
8/26/2021	198 WYLLPEN PL	East Goshen	733 - Smoke detector activation due to malfunction	2	2
8/29/2021	1361 Boot RD	East Goshen	735 - Alarm system sounded due to malfunction	11	15
8/30/2021	333 APPLEBROOK DR	East Goshen	735 - Alarm system sounded due to malfunction	2	2
8/12/2021	450 ELLIS LN	West Goshen	735 - Alarm system sounded due to malfunction	2	2
8/23/2021	1181 KINGSWAY RD	West Goshen	735 - Alarm system sounded due to malfunction	1	1
8/25/2021	26 ROLLING RD	West Goshen	735 - Alarm system sounded due to malfunction	1	1
8/5/2021	1100 SHILOH RD	Westtown	745 - Alarm system activation, no fire - unintentional	1	2
8/10/2021	1595 MCDANIEL DR	Westtown	743 - Smoke detector activation, no fire - unintentional	1	1
8/22/2021	1120 PENNS GRANT DR	Westtown	735 - Alarm system sounded due to malfunction	1	1
8/28/2021	1428 PONDS EDGE RD	Westtown	735 - Alarm system sounded due to malfunction	1	1
8/3/2021	23 STREET RD	Willistown	740 - Unintentional transmission of alarm, other	1	1
8/23/2021	994 GARRETT MILL RD	Willistown	735 - Alarm system sounded due to malfunction	1	1
8/30/2021	14 SMEDLEY DR	Willistown	735 - Alarm system sounded due to malfunction	1	1



Malvern Fire Company

424 East King Street
Malvern, PA 19355

Main 610-647-0693
Fax 610-647-0249
www.malvernfireco.com

East Goshen Township 2021 EMS Statistics

January:

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

February:

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

March:

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

April:

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

May:

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

June:

21 Calls; 2 BLS (1 Transport); 19 ALS (13 Transports)
0 Fire; 0 Auto Accidents; 20 Medical; 1 EMS Standby

July:

27 Calls; 4 BLS (4 Transports); 23 ALS (11 Transports)
0 Fire; 0 Auto Accidents; 27 Medical

August:

28 Calls; 9 BLS (5 Transports); 19 ALS (7 Transports)
0 Fire; 0 Auto Accidents; 28 Medical

**Malvern Fire Company EMS
2021 Statistics**

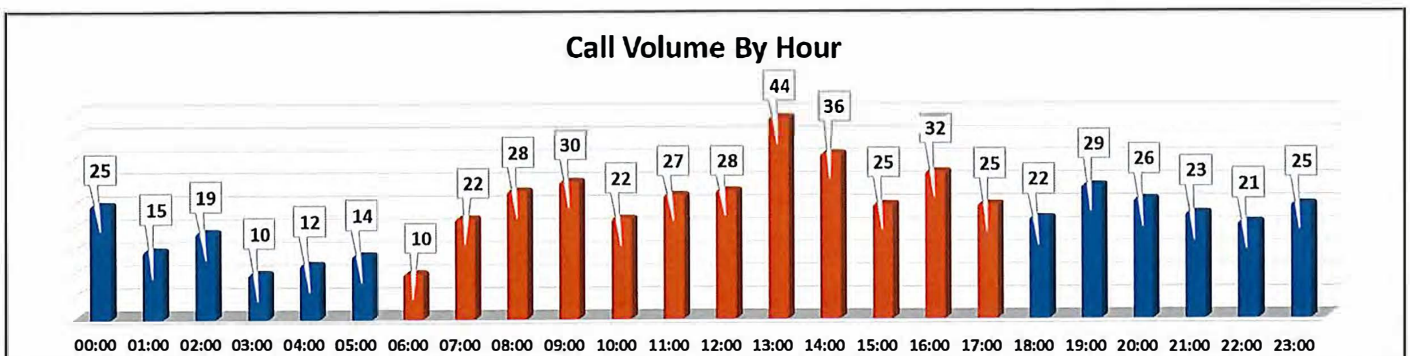
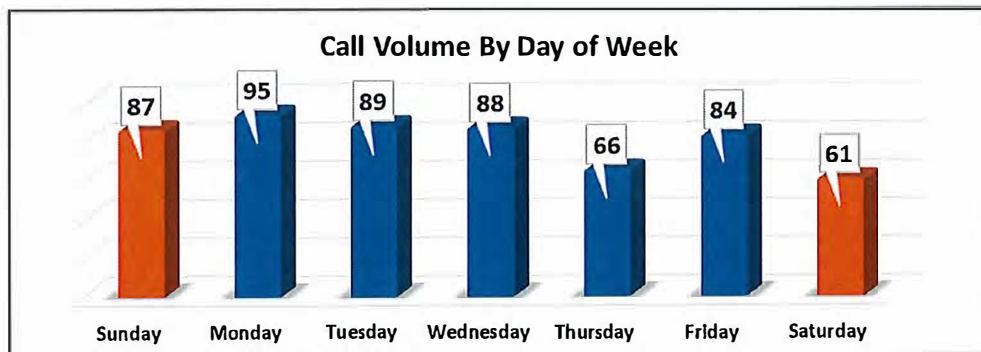
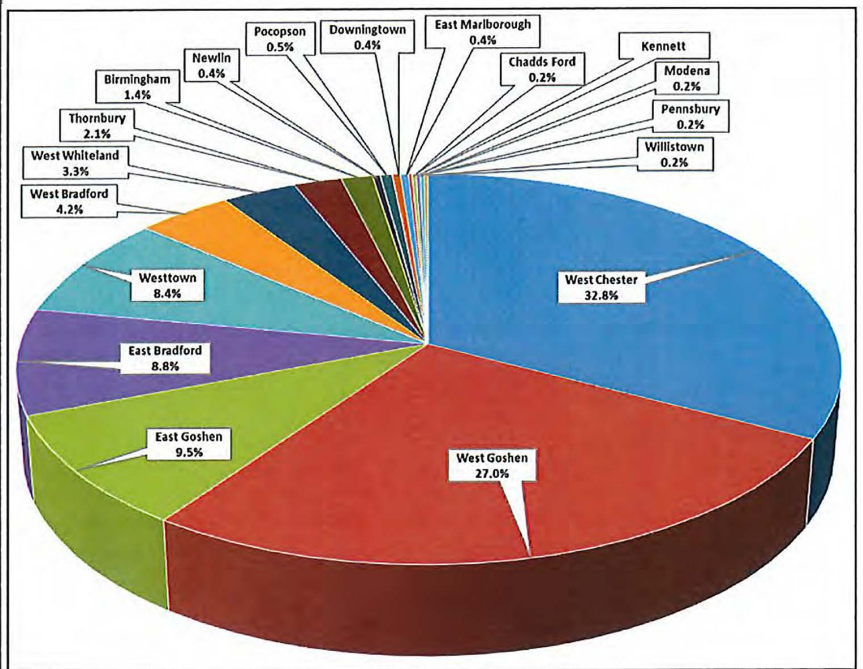
2021		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Calls		138	124	151	155	142	161	153	171					1195
Call Types	Emer. Transfer	0	0	0	1	1	0	2	0					4
	Event Standby	0	0	0	1	1	0	0	0					2
	Fire	7	11	11	12	10	8	10	13					82
	Medical	125	107	133	139	122	146	133	156					1061
	MVA	6	6	7	2	8	6	8	2					45
	Relocate	0	0	0	0	0	0	0	0					0
	Routine	0	0	0	0	0	0	0	0					0
	Standby	0	0	0	0	0	1	0	0					1
ALS/BLS	ALS	102	84	102	114	106	116	108	114					846
	BLS	36	40	49	41	36	45	45	57					349
Municipalities	Charlestown Twp.	5	6	4	6	9	14	7	5					56
	Delaware Co.	1	0	0	1	0	0	0	0					2
	E. Goshen Twp.	21	17	33	25	25	21	27	28					197
	E. Whiteland Twp.	22	25	28	24	29	31	26	35					220
	Malvern Boro.	20	20	17	21	12	13	15	18					136
	Tredyffrin Twp.	1	3	0	2	1	1	3	0					11
	Uwchlan Twp.	0	0	1	1	0	0	0	0					2
	W. Goshen Twp.	1	0	1	0	2	0	0	0					4
	W. Pikeland Twp.	0	0	0	0	0	0	2	0					2
	Westtown Twp.	0	0	0	1	1	1	0	0					3
Willistown Twp.	67	53	67	74	63	80	73	85					562	
Hospital - Outcome	BMH	0	0	1	0	2	2	1	5					11
	CCH	10	4	10	8	8	5	8	10					63
	LH	0	0	0	0	1	0	1	1					3
	PMH	74	59	79	92	89	94	86	86					659
	PVH	0	0	0	0	0	1	0	0					1
	RMH	1	0	0	1	0	1	1	0					4



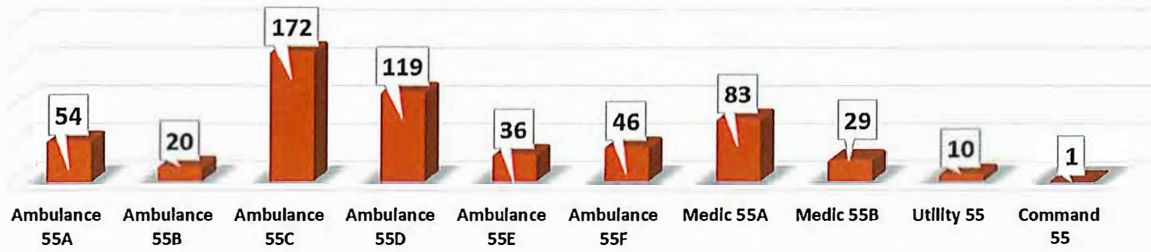
August 2021
OPERATIONS REPORT

CALL VOLUME

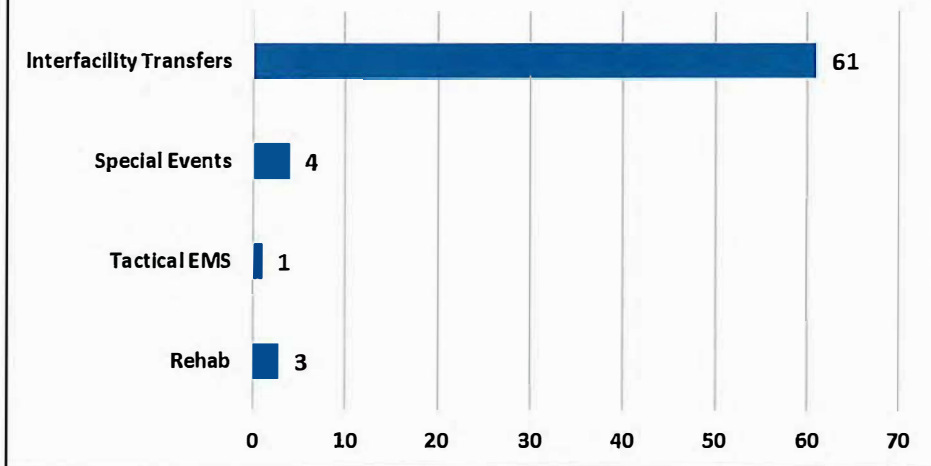
Municipality	Month	% of Calls	YTD
West Chester	187	32.8%	1206
West Goshen	154	27.0%	1113
East Goshen	54	9.5%	411
East Bradford	50	8.8%	421
Westtown	48	8.4%	342
West Bradford	24	4.2%	168
West Whiteland	19	3.3%	177
Thornbury	12	2.1%	108
Birmingham	8	1.4%	44
Newlin	2	0.4%	18
Pocopson	3	0.5%	
Downingtown	2	0.4%	
East Marlborough	2	0.4%	
Chadds Ford	1	0.2%	
Kennett	1	0.2%	
Modena	1	0.2%	
Pennsbury	1	0.2%	
Willistown	1	0.2%	
	570		



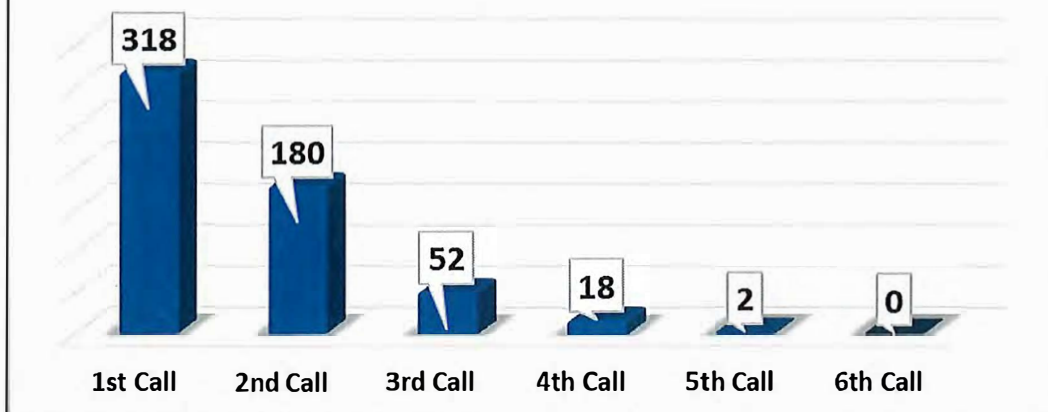
Call Volume By Vehicle



Interfacility Transports & Special Operations



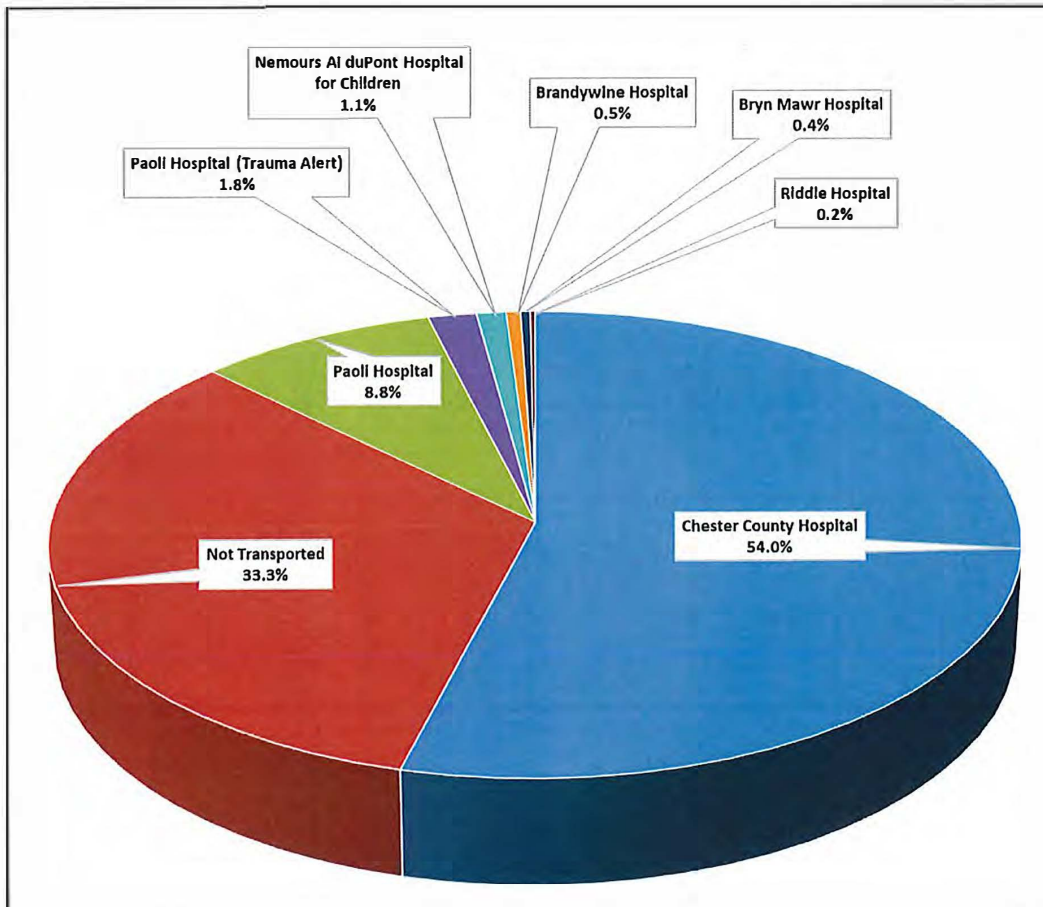
Call Sequence



HOSPITAL DESTINATION INFORMATION

Receiving Hospital	Total	%
Chester County Hospital	308	54.0%
Not Transported	190	33.3%
Paoli Hospital	50	8.8%
Paoli Hospital (Trauma Alert)	10	1.8%
Nemours Al duPont Hospital for Children	6	1.1%
Brandywine Hospital	3	0.5%
Bryn Mawr Hospital	2	0.4%
Riddle Hospital	1	0.2%
	570	
	Transported:	380 66.7%
	Not Transported:	190 33.3%
		570

Non-Transport Breakdown	
Refusal	57
Recalled Enroute	34
Recalled On Scene	61
No Services	21
Lift Assist	10
DOA	3
Released to BLS	4
External ALS Assist	0
	190



MISCELLANEOUS CALL INFORMATION

Average Times

Dispatch To Enroute	01:18
Enroute To On Scene	06:34
On Scene Time	15:52
Transport Time	10:01
Dispatch To Available	45:43

Alcohol / Drug Suspicion

	Total	%
Alcohol	41	7.2%
Alcohol and Drugs	5	0.9%
Drugs	11	1.9%
Total:	57	10.0%
Unknown / Unable to Determine	18	3.2%

Calls Covering Other Agencies

Goshen Fire Co.	20
Uwchlan Ambulance	8
Longwood Fire Co.	7
Minquas Fire Co.	4
Concordville Fire Co	2
Malvern Fire Co	2
Modena Fire Co.	1
	44

Responses By Station

Main Station (Station 55)	459
East Goshen (Station 155)	42
East Bradford (Station 255)	69

West Chester University Calls

	Total	%
Total WCU Calls	20	3.5%
WCU Calls in West Chester	14	2.5%
WCU Calls in West Goshen	6	1.1%
WCU Calls in East Bradford	0	0.0%

Call Types

BLS - Sick Person	78	13.7%
ALS - Cardiac Problems	65	11.4%
ALS - Respiratory Difficulty	54	9.5%
BLS - Fall / Lift Assist	44	7.7%
BLS - Injured Person	37	6.5%
BLS - Emotional Disorder	22	3.9%
Accident - BLS	20	3.5%
BLS - Abdominal Pain	19	3.3%
BLS - Overdose	18	3.2%
ALS - CVA/Stroke	17	3.0%
ALS - Syncope	17	3.0%
ALS - Fall	15	2.6%
ALS - Unconscious Person	15	2.6%
EMS - Stand By - Fire	15	2.6%
ALS - Overdose	13	2.3%
ALS - Seizures	13	2.3%
ALS - Abdominal Pain	12	2.1%
BLS - Back Pain	9	1.6%
ALS - Diabetic Emergency	8	1.4%
ALS - Hypotension	8	1.4%
BLS - Hemorrhaging	8	1.4%
ALS - Choking	5	0.9%
ALS - Unresponsive Person	5	0.9%
ALS - Allergic/Med Reaction	4	0.7%
ALS - Cardiac/Resp Arrest	4	0.7%
ALS - Hemorrhaging	4	0.7%
Accident - ALS	4	0.7%
Alarm - BLS Medical	4	0.7%
BLS - Syncope	4	0.7%
BLS - Unknown Nature	4	0.7%
BLS - Allergic/Med Reaction	3	0.5%
BLS - Assault w/Injury	3	0.5%
BLS - DOA	3	0.5%
ALS - Assault w/Injury	2	0.4%
Accident - Entrapment	2	0.4%
BLS - Seizures	2	0.4%
Fire - Other Type Rescue	2	0.4%
ALS - Drowning	1	0.2%
ALS - Emotional Disorder	1	0.2%
ALS - Exposure to Heat/Cold	1	0.2%
ALS - Injured Person	1	0.2%
Accident - Pedestrian	1	0.2%
Alarm - Carbon Monoxide	1	0.2%
BLS - Exposure to Heat/Cold	1	0.2%
Fire - Water Rescue	1	0.2%
	570	

Memo

To: Board of Supervisors
From: Dave Ware
Re: August 2021 Financial Report
Date: September 16, 2021

As of August 31st, net of pass throughs, the general fund had revenues of \$8,275,708 and expenses of \$6,530,372 for a positive variance of \$1,745,336. YTD positive variance vs. budget is \$1,069,524. As of August 31st, the general fund balance was \$7,126,868.

Expenses YTD are lower than budget due primarily to the timing of police expenses versus budget and a \$219K credit from 2020. We expect full year police expenses net of revenue to finish close to budget. Administration expenses YTD are lower than budget due to the timing of pension expenses. In Park and Recreation, YTD expenses are lower than budget due to equipment maintenance and expenses, summer program salaries, and the timing of Bow Tree and Marydell Pond projects.

YTD revenue is higher than budget due to increased E.I.T. collections (both current and delinquent), stronger commercial and residential real estate transfers, and building inspection/permit fees. These revenue sources are not only higher than the conservative 2021 Budget, but also prior year actuals.

Year-end Projection

I have revised the 2021 year-end General Fund projections for both expenses and revenue which now forecasts a surplus of \$188,266.

Other funds

- The **State Liquid Fuels Fund** had \$510,994 in revenues and \$0 in expenses. The fund balance is \$511,035.
- The **Capital Reserve Fund** had \$498,224 in revenues and \$879,922 expenses. The fund balance was \$4,638,219.
- The **Transportation Fund** had \$840 in revenues and \$60 in expenses. The fund balance was \$610,117.
- The **Sewer Operating Fund** had \$2,652,528 in revenues and \$2,100,251 in expenses. The fund balance was \$1,552,524.
- The **Refuse Fund** had \$785,661 in revenues and \$730,964 in expenses. The fund balance was \$584,838.
- The **Bond Fund** had \$411 in revenues and \$245,336 in expenses. The fund balance was \$2,939,697.
- The **Sewer Capital Reserve Fund** had \$602 in revenues and \$159,661 in expenses. The fund balance is \$2,091,270.
- The **Operating Reserve Fund** had \$754 in revenues and \$762 in expenses. The fund balance is \$2,630,641.

**EAST GOSHEN TOWNSHIP
GENERAL FUND SUMMARY
As of August 31, 2021**

Account Title	2021 Annual Budget	2021 YTD Budget	2021 YTD Actual	\$ Variance	% Variance
EMERGENCY SERVICES EXPENSES	4,653,865	3,536,174	3,197,730	(338,444)	-9.6%
PUBLIC WORKS EXPENSES	2,271,502	1,410,242	1,388,016	(22,227)	-1.6%
ADMINISTRATION EXPENSES	2,022,016	1,213,073	1,142,364	(70,709)	-5.8%
CODES EXPENSES	510,621	349,440	328,576	(20,864)	-6.0%
PARK AND RECREATION EXPENSES	661,575	451,152	370,641	(80,511)	-17.8%
TOTAL CORE FUNCTION EXPENSES	10,119,579	6,960,081	6,427,326	(532,755)	-7.7%
EMERGENCY SERVICES REVENUES	277,646	266,830	37,067	(229,763)	-86.1%
PUBLIC WORKS REVENUES	975,185	275,933	311,436	35,503	12.9%
ADMINISTRATION REVENUES	331,050	167,498	188,823	21,325	12.7%
CODES REVENUES	275,671	189,117	253,361	64,244	34.0%
PARK AND RECREATION REVENUES	165,419	111,243	106,472	(4,771)	-4.3%
TOTAL CORE FUNCTION REVENUES	2,024,971	1,010,621	897,159	(113,462)	-11.2%
NET EMERGENCY SERVICES	4,376,219	3,269,344	3,160,664	(108,680)	-3.3%
NET PUBLIC WORKS	1,296,317	1,134,309	1,076,580	(57,730)	-5.1%
NET ADMINISTRATION	1,690,966	1,045,575	953,541	(92,035)	-8.8%
NET CODES	234,950	160,323	75,215	(85,108)	-53.1%
NET PARK AND RECREATION	496,156	339,909	264,169	(75,740)	-22.3%
CORE FUNCTION NET SUBTOTAL	8,094,608	5,949,460	5,530,167	(419,293)	-7.0%
DEBT - PRINCIPAL	362,998	-	-	0	0.0%
DEBT - INTEREST	188,758	102,678	103,045	367	0.4%
TOTAL DEBT	551,756	102,678	103,045	367	0.4%
TOTAL CORE FUNCTION NET	8,646,364	6,052,138	5,633,213	(418,925)	-6.9%
NON-CORE FUNCTION REVENUE					
EARNED INCOME TAX	5,000,000	3,665,073	4,147,193	482,120	13.2%
REAL ESTATE PROPERTY TAX	2,045,609	2,022,000	1,991,834	(30,166)	-1.5%
REAL ESTATE TRANSFER TAX	675,000	469,243	661,615	192,372	41.0%
CABLE TELEVIS.FRANCHISE	430,000	324,231	313,235	(10,995)	0.0%
LOCAL SERVICES TAX	315,000	230,981	256,103	25,121	10.9%
OTHER INCOME	180,755	16,422	8,569	(7,852)	-47.8%
TOTAL NON CORE FUNCTION REVENUE	8,646,364	6,727,950	7,378,549	650,599	9.7%
NET RESULT	0	675,812	1,745,336	1,069,524	

EAST GOSHEN TOWNSHIP

Variance Detail Report

As of August 31, 2021

GENERAL FUND

	YTD Budget	YTD Actual	Favorable/ (Unfavorable)	Comments on YTD Variance
REVENUES				
LOCAL ENABLING TAXES				
R.E.PROPERTY TAX (Net)	2,020,483	1,988,144	(32,338)	
REAL ESTATE TRANSFER TAX	469,243	661,615	192,372	\$106K from Commercial property
EARNED INCOME TAXES	3,665,073	4,147,193	482,120	Increased Current and Delinquent Collections
LOCAL SERVICES TAX REVENUE	230,981	256,103	25,121	
SUBTOTAL TAXES	6,385,780	7,053,055	667,275	
SUBTOTAL BUSINESS LICENSE & PERMITS	328,390	317,581	(10,808)	
SUBTOTAL FINES	258,135	31,529	(226,606)	\$219K Police Credit; \$7K DC Fines
SUBTOTAL INTEREST EARNINGS	7,878	1,923	(5,954)	
SUBTOTAL RENT	68,228	66,270	(1,957)	
SUBTOTAL SHARED REV & ENTITLEMENT	46	3,928	3,881	Household Waste Rebates
SUBTOTAL GENERAL GOVERNMENT	28,452	18,889	(9,563)	Lower actual Engineering Recharges
SUBTOTAL PUBLIC SAFETY	204,811	256,257	51,446	\$72K in Building Permits offset by \$25K Spray
SUBTOTAL CULTURE & RECREATION	111,243	106,472	(4,771)	Loan Revenue not received
SUBTOTAL MISCELLANEOUS REVENUE	131,815	138,570	6,755	
INTERFUND OPERATING TRANSFERS				
TRANSFER FROM LIQUID FUELS	-	-	-	
TRANSF. FROM SEWER OPER.	163,129	232,218	69,089	
TRANSFER FROM REFUSE	35,666	34,073	(1,593)	
TRANSF. FROM MUNIC. AUTH.	15,000	14,943	(57)	
SUBTOTAL TRANSFERS	213,795	281,234	67,439	
TOTAL REVENUES	7,738,571	8,275,708	537,137	
EXPENSES				
SUBTOTAL GENERAL GOVERNMENT	672,022	653,448	18,574	Lower legal services and engineering services
SUBTOTAL TAX COLLECTION	59,061	76,858	(17,797)	Higher EIT Commission from higher revenue
SUBTOTAL GOVERNMENT BLDG & PLANT	144,989	136,775	8,213	Lower Twp bldg maintenance/repairs
SUBTOTAL PUBLIC SAFETY	3,536,174	3,197,730	338,444	Lower Police Expense based on monthly budget;
SUBTOTAL PLANNING & ZONING	274,145	261,303	12,842	\$219K was expense reduction
SUBTOTAL RECYCLING	1,798	7,063	(5,266)	Timing of E-Recycling
SUBTOTAL SANITATION	194,891	277,290	(82,398)	Numerous Sewer needs
SUBTOTAL HIGHWAY - SNOW & ICE REMOVAL	134,044	168,208	(34,165)	Worse winter than anticipated
SUBTOTAL HIGHWAY - SIGNS/MAIN/REPAIR	893,529	747,398	146,131	Timing of budget vs. actual for paving
SUBTOTAL PARTICIPANT RECREATION	169,899	152,431	17,468	Lower Summer Program salaries
SUBTOTAL PARKS	228,035	164,521	63,514	Lower Equip Main; timing of Marydell & Bowtree work
SUBTOTAL CONSERVATION & DEVELOPMENT	4,233	300	3,933	
SUBTOTAL HISTORICAL	943	742	201	
SUBTOTAL DEBT SERVICE	126,915	127,378	(463)	
SUBTOTAL INSURANCE PREMIUMS	407,452	415,657	(8,205)	
SUBTOTAL EMPLOYEE BENEFITS	214,630	143,268	71,363	Pension DC timing
SUBTOTAL CAPITAL REPLACEMENT TRANSFERS	-	-	-	
TOTAL EXPENSES	7,062,759	6,530,372	532,388	
RESULTS FROM OPERATIONS	675,812	1,745,336	1,069,524	

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

	GENERAL FUND*	LIQUID FUELS STATE FUND	CAP RESV FUND	TRANSPORT. FUND	SEWER OP. FUND	REFUSE FUND	SEWER CAP RESV FUND	OPERATING RESERVE	TOWNSHIP FUNDS	MUNICIPAL AUTHORITY	BOND FUND	ARPA FUND
01/01/21 BEGINNING BALANCE	\$5,676,091	\$41	\$5,019,917	\$609,337	\$1,000,248	\$530,140	\$2,250,329	\$2,630,163	\$17,716,266	\$6,372	\$3,184,623	\$0
RECEIPTS												
310 TAXES	\$7,127,654	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,127,654	\$0	\$0	\$0
320 LICENSES & PERMITS	\$331,921	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$331,921	\$0	\$0	\$0
330 FINES & FORFEITS	\$31,529	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,529	\$0	\$0	\$0
340 INTERESTS & RENTS	\$68,194	\$0	\$78,447	\$444	\$304	\$127	\$602	\$754	\$148,873	\$2	\$411	\$13
350 INTERGOVERNMENTAL	\$3,928	\$510,994	\$419,776	\$0	\$0	\$0	\$0	\$0	\$934,698	\$0	\$0	\$949,821
360 CHARGES FOR SERVICES	\$367,279	\$0	\$0	\$0	\$2,649,210	\$785,533	\$0	\$0	\$3,802,022	\$14,696	\$0	\$0
380 MISCELLANEOUS REVENUES	\$1,062,340	\$0	\$0	\$396	\$0	\$0	\$0	\$0	\$1,062,737	\$2,664	\$0	\$0
390 OTHER FINANCING SOURCES	\$286,146	\$0	\$0	\$0	\$3,014	\$0	\$0	\$0	\$289,160	\$220,597	\$0	\$0
	\$9,278,990	\$510,994	\$498,224	\$840	\$2,652,528	\$785,661	\$602	\$754	\$13,728,593	\$237,959	\$411	\$949,834
EXPENDITURES												
400 GENERAL GOVERNMENT	\$941,681	\$0	\$21,586	\$0	\$0	\$0	\$0	\$0	\$963,267	\$0	\$0	\$0
410 PUBLIC SAFETY	\$4,596,492	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,596,492	\$0	\$0	\$0
420 HEALTH & WELFARE	\$134,712	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$134,712	\$0	\$2,583	\$0
426 SANITATION & REFUSE	\$0	\$0	\$0	\$0	\$1,425,904	\$730,964	\$0	\$0	\$2,156,868	\$221,477	\$0	\$0
430 HIGHWAYS,ROADS & STREETS	\$1,065,247	\$0	\$217,662	\$60	\$0	\$0	\$0	\$0	\$1,282,968	\$0	\$0	\$0
450 CULTURE-RECREATION	\$316,953	\$0	\$304,213	\$0	\$0	\$0	\$0	\$0	\$621,165	\$0	\$242,753	\$0
460 CONSERVATION & DEVELOPMENT	\$1,042	\$0	\$330,673	\$0	\$0	\$0	\$0	\$0	\$331,715	\$0	\$0	\$0
470 DEBT SERVICE	\$127,378	\$0	\$0	\$0	\$613,135	\$0	\$0	\$0	\$740,513	\$0	\$0	\$0
480 MISCELLANEOUS EXPENDITURES	\$655,365	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$655,365	\$0	\$0	\$0
490 OTHER FINANCING USES	\$0	\$0	\$5,788	\$0	\$61,212	\$0	\$159,661	\$276	\$226,937	\$276	\$0	\$0
	\$7,838,870	\$0	\$879,922	\$60	\$2,100,251	\$730,964	\$159,661	\$276	\$11,710,003	\$221,753	\$245,336	\$0
2021 SURPLUS/(DEFICIT)*	\$1,440,121	\$510,994	(\$381,698)	\$780	\$552,277	\$54,697	(\$159,059)	\$478	\$2,018,590	\$16,206	(\$244,926)	\$949,834
CLEARING ACCOUNT ADJUSTMENTS	\$10,656											
8/31/21 ENDING BALANCE	\$7,126,868	\$511,035	\$4,638,219	\$610,117	\$1,552,524	\$584,838	\$2,091,270	\$2,630,641	\$19,745,512	\$22,578	\$2,939,697	\$949,834

**EAST GOSHEN TOWNSHIP
GENERAL FUND SUMMARY
As of December 31, 2021**

Account Title	2021 Adopted	2021 Projected	\$ Variance	% Variance
EMERGENCY SERVICES EXPENSES	4,653,865	4,464,520	(189,345)	-4.1%
PUBLIC WORKS EXPENSES	2,271,502	2,449,770	178,268	7.8%
ADMINISTRATION EXPENSES	2,022,016	2,053,875	31,859	1.6%
CODES EXPENSES	510,621	522,146	11,525	2.3%
PARK AND RECREATION EXPENSES	661,575	676,110	14,535	2.2%
TOTAL CORE FUNCTION EXPENSES	10,119,579	10,166,421	46,842	0.5%
EMERGENCY SERVICES REVENUES	277,646	47,165	(230,481)	-83.0%
PUBLIC WORKS REVENUES	975,185	974,688	(497)	-0.1%
ADMINISTRATION REVENUES	331,050	371,592	40,542	12.2%
CODES REVENUES	275,671	331,465	55,794	20.2%
PARK AND RECREATION REVENUES	165,419	156,648	(8,771)	-5.3%
TOTAL CORE FUNCTION REVENUES	2,024,971	1,881,558	(143,413)	-7.1%
NET EMERGENCY SERVICES	4,376,219	4,417,356	41,137	0.9%
NET PUBLIC WORKS	1,296,317	1,475,082	178,765	13.8%
NET ADMINISTRATION	1,690,966	1,682,282	(8,684)	-0.5%
NET CODES	234,950	190,681	(44,269)	-18.8%
NET PARK AND RECREATION	496,156	519,462	23,306	4.7%
CORE FUNCTION NET SUBTOTAL	8,094,608	8,284,863	190,255	2.4%
DEBT - PRINCIPAL	362,998	362,998	0	0.0%
DEBT - INTEREST	188,758	189,309	551	0.3%
TOTAL DEBT	551,756	552,307	551	0.1%
TOTAL CORE FUNCTION NET	8,646,364	8,837,171	190,807	2.2%
NON-CORE FUNCTION REVENUE				
EARNED INCOME TAX	5,000,000	5,382,120	382,120	7.6%
REAL ESTATE PROPERTY TAX	2,045,609	2,035,443	(10,166)	-0.5%
REAL ESTATE TRANSFER TAX	675,000	827,279	152,279	22.6%
CABLE TELEVIS.FRANCHISE	430,000	419,005	(10,995)	0.0%
LOCAL SERVICES TAX	315,000	340,121	25,121	8.0%
OTHER INCOME	180,755	21,470	(159,285)	-88.1%
TOTAL NON CORE FUNCTION REVENUE	8,646,364	9,025,437	379,073	4.4%
NET RESULT	0	188,266	188,266	

EAST GOSHEN TOWNSHIP

Variance Detail Report As of YTD August 31, 2021 GENERAL FUND

	Annual 2021 Budget	Annual 2021 Projection	Favorable/ (Unfavorable)
REVENUES			
LOCAL ENABLING TAXES			
R.E.PROPERTY TAX (Net)	2,042,809	2,030,471	(12,338)
REAL ESTATE TRANSFER TAX	675,000	827,279	152,279
EARNED INCOME TAXES	5,000,000	5,382,120	382,120
LOCAL SERVICES TAX REVENUE	315,000	340,121	25,121
SUBTOTAL TAXES	8,032,809	8,579,991	547,182
SUBTOTAL BUSINESS LICENSE & PERMITS	434,159	423,351	(10,808)
SUBTOTAL FINES	276,000	54,126	(221,874)
SUBTOTAL INTEREST EARNINGS	10,000	3,524	(6,476)
SUBTOTAL RENT	101,273	100,325	(948)
SUBTOTAL SHARED REV & ENTITLEMENT	118,403	137,730	19,327
SUBTOTAL GENERAL GOVERNMENT	36,900	26,937	(9,963)
SUBTOTAL PUBLIC SAFETY	288,355	325,301	36,946
SUBTOTAL CULTURE & RECREATION	165,419	156,648	(8,771)
SUBTOTAL MISCELLANEOUS REVENUE	148,146	158,612	10,466
INTERFUND OPERATING TRANSFERS			
TRANSFER FROM LIQUID FUELS	496,668	496,668	-
TRANSF. FROM SEWER OPER.	310,000	349,089	39,089
TRANSFER FROM REFUSE	72,343	64,750	(7,593)
TRANSF. FROM MUNIC. AUTH.	30,000	29,943	(57)
SUBTOTAL TRANSFERS	1,060,871	940,450	(120,421)
TOTAL REVENUES	10,672,335	10,906,995	234,660
EXPENSES			
SUBTOTAL GENERAL GOVERNMENT	1,004,964	983,375	21,589
SUBTOTAL TAX COLLECTION	88,498	120,294	(31,796)
SUBTOTAL GOVERNMENT BLDG & PLANT	214,264	222,051	(7,787)
SUBTOTAL PUBLIC SAFETY	4,654,865	4,464,520	190,345
SUBTOTAL PLANNING & ZONING	400,423	416,179	(15,756)
SUBTOTAL RECYCLING	8,119	23,385	(15,266)
SUBTOTAL SANITATION	239,564	346,457	(106,893)
SUBTOTAL HIGHWAY - SNOW & ICE REMOVAL	152,794	206,959	(54,165)
SUBTOTAL HIGHWAY - SIGNS/MAIN/REPAIR	1,427,640	1,415,509	12,131
SUBTOTAL PARTICIPANT RECREATION	228,210	235,767	(7,557)
SUBTOTAL PARKS	329,433	335,940	(6,507)
SUBTOTAL CONSERVATION & DEVELOPMENT	4,886	4,744	142
SUBTOTAL HISTORICAL	1,248	1,047	201
SUBTOTAL DEBT SERVICE	576,089	576,736	(647)
SUBTOTAL INSURANCE PREMIUMS	608,147	627,602	(19,455)
SUBTOTAL EMPLOYEE BENEFITS	329,974	334,945	(4,971)
SUBTOTAL CAPITAL REPLACEMENT TRANSFERS	403,217	403,217	-
TOTAL EXPENSES	10,672,335	10,718,728	(46,393)
RESULTS FROM OPERATIONS	-	188,266	188,266

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**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
1580 PAOLI PIKE
TUESDAY, September 7, 2021
Draft MINUTES**

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

Present: Chairman David Shuey; Vice-Chairman Mike Lynch; Members: John Hertzog, Michele Truitt; Township Manager Derek Davis; Finance Director Dave Ware; Senior Staff Accountant Chris Boylan; Building Inspector Kevin Rowley.

Call to Order & Pledge of Allegiance

David Shuey called the meeting to order at 7:00 p.m. David led the Pledge of Allegiance.

Michele Truitt asked for a moment of silence for the first responders and military and wished a happy Rosh Hashanah to our Jewish community.

Derek Davis introduced Kevin Rowley as our new Building Inspector.

David announced that the meeting is being recorded and livestreamed on YouTube.

Chairman's Report

David announced:

- a. The Board met in executive session on August 23, 2021 and tonight, September 7, 2021, to discuss two personnel matters.
- b. In addition to the regularly scheduled Board meetings of September 7 and September 21, the Board will also meet on Tuesday, September 14 and Tuesday, September 28 for Budget Workshops. These meetings are also scheduled to be in person.
- c. The East Goshen Board of Supervisors and the East Goshen Pipeline Task Force jointly sent a letter to the PUC urging them to halt Mariner East 1 operations pending a geophysical investigation in West Whiteland. Please refer to the "Latest News" section of the website or in the September 7th meeting packet.

Public Hearing - None

Emergency Services Reports - None

Financial Report - None

Approval of Minutes

John made a motion to approve the minutes, as amended, of August 17, 2021. Mike seconded.

Motion carried 4-0.

Approval of Treasurer's Report

Dave Ware presented the Treasurer's Report.

1 David asked about the Verizon Franchise revenue. Dave explained the revenue has decreased
2 over the years, but not down as much as forecasted.

3
4 John asked for clarification regarding the debt payment spreadsheet. Dave clarified and will
5 provide additional information to the Board.

6
7 John made a motion to accept the receipts and approve the expenditures as presented in the
8 Expenditure Register and as summarized in the September 2, 2021 Treasurer's Report.

9
10 Mike seconded.

11
12 Michele highlighted the Aquascapes pond treatment expense incurred for various ponds under
13 rehabilitation. Michele further stated this will be a recurring expense and we need to be mindful
14 of further pond rehabilitation expenses. Dave confirmed that this will be considered in the
15 upcoming budget.

16
17 Motion carried 4-0.

18
19 **Old Business**

20 **Consider entering into a Purchase Power Agreement (PPA) jointly with West Chester area**
21 **municipalities for Township electricity power.**

22 David explained the PPA has been discussed at other public meetings. The intention of the PPA
23 is to go out into the marketplace and request proposals at a fixed rate for 15 years for electricity.
24 This is a long-term contract and a joint effort with five other WCACOG municipalities.

25
26 Derek added that the terms would be a 15-year contract with the pricing fixed for 3 years.

27
28 Mike suggested that we seek input from our solicitor regarding a 15-year commitment. Mike is
29 supportive of green energy but would like additional information and clarification on the actual
30 contract before considering. Mike suggested tabling this topic.

31
32 Michele echoed Mike's comments. Michele favored of the idea but agreed we need more
33 information.

34
35 Derek commented that he has not had an in depth conversation with our solicitor regarding this
36 topic, but if it is the direction of the Board he will do so.

37
38 The Board agreed to table this matter and request input from solicitor.

39
40 **Consider adding the tax module to new financial software or contracting with Chester**
41 **County for tax collection and processing.**

42 David explained this was discussed at previous public meetings and a new financial software
43 system was approved at the last meeting, carving out the tax module for further discussion.

44
45 Mike is supportive of staff's recommendation to contract out to Chester County for tax collection
46 administration. Chester County is already handling many other municipalities' tax collection.
47 Mike requested clarification on the implied savings and how staff time will be used in order to
48 perform value-added services.

1 Derek supported Dave and the allocation of his department's resources. Dave explained there are
2 value-added projects and cost benefit analysis for staff to focus on including; a fixed asset
3 reconciliation project, reevaluation of capital reserves methodology, analyzing the WEG●
4 budget, and building a contracts database for better awareness, evaluation and to make smarter
5 cost decisions.

6
7 Mike confirmed this is an annual agreement and suggested that we could go back to internal tax
8 processing if it did not seem like this was a value-added decision.

9
10 Derek commented that his concern was the customer service aspect with the County performing
11 this service. Derek received glowing reviews of the County's customer service from many
12 municipalities who contract with them.

13
14 Mike made a motion to adopt resolution 2021-207 authorizing township staff to sign an
15 "Agreement for Services" with the County of Chester for the purposes of property tax collections
16 services at an estimated first year cost of \$12,500, with the caveat that we will evaluate after the
17 first year to determine if we continue this agreement for subsequent years.

18
19 Michele seconded.

20
21 John explained that while taking work from township staff, we need to make sure replacement
22 work suggested is completed, along with completing a banking RFP and cross training within
23 Finance Dept.

24
25 Motion carried 4-0.

26
27 **New Business**

28 **Consider accepting A.J. Blosenski's bid of \$962,479.68 for refuse services starting on**
29 **January 1, 2022 and ending on December 31, 2022.**

30 David asked Dave to explain the bidding process. Dave Ware explained that bids are received
31 from multiple bidders and we typically accept lowest bidder. We have used Blosenski since
32 2017. Their contract renews annually with a cost of living increase. In 2017, the cost was \$695K
33 for the year and stayed flat through 2021. The 2022 bid, including monthly roadside litter pickup,
34 is \$962K.

35
36 Derek clarified that there were two bids with Blosenski being the lowest.

37
38 David asked if there was any explanation for the significant increase. Derek replied there was no
39 specific explanation.

40
41 Michele asked if this will result in a cost increase to residents. Dave responded likely, but the
42 2022 budget is not complete.

43
44 Mike asked for clarification on expenses per household. Dave explained that this is just
45 collection services, not total refuse costs, which is what is considered in the calculation of refuse
46 rate billed to residents. Mike stated that if rates are increased, we need to broadcast to residents.

47
48 Mike stated the only reason to defer this topic would be to go out to bid again. Derek confirmed.

1 Mike made a motion to award the bid for the collection of municipal waste and recycling
2 services to the lowest responsible and responsive bidder, A.J. Blosenski, Inc. in the amount of
3 \$962,479.68 for refuse services starting on January 1, 2022 and ending on December 31, 2022,
4 with the understanding we would renew for the following four years.

5
6 Michele seconded.

7
8 Motion carried 4-0.

9
10 **Consider street closure for Milleson Lane (Bow Tree Neighborhood) on Saturday,**
11 **September 18 for a block party.**

12 Derek explained this event was presented to him recently by the Bow Tree Civic Association.
13 The Association was hoping to close Milleson Lane for a block party. The understanding is this
14 party is held annually and rotates locations within the Bow Tree neighborhood. Derek was made
15 aware of possible opposition to this event. Per the ordinance, street closures are solely up to the
16 discretion of Supervisors. Derek is asking the Board for final determination based on our policy.

17
18 Mike explained that Bow Tree has annual block party. There appears to be a legitimate concern
19 by one property owner regarding access. If the Association can confirm uninterrupted access at
20 that location, Mike could be comfortable with this. Otherwise, there are other locations within
21 Bow Tree where this event could be held.

22
23 Michele echoed Mike's comments.

24
25 The floor was open for public comment.

26
27 Kelly Troland, 1650 Bow Tree, co-president of Bow Tree Association, explained that the
28 location is rotated and the last time this event was held on Milleson Lane was 2014. This year
29 the Milleson Lane location was determined on June 15. Milleson Lane is a cul-de-sac.
30 Everything has been ordered for this event and the Association tried to compromise with the
31 concern neighbors. The block party runs from 3pm to dusk and the concerned neighbors would
32 have access to their property.

33
34 Mike asked Derek about the ordinance. Derek read ordinance verbatim.

35
36 Michele asked how long the ordinance has been on record. Derek responded at least 8-10 years.
37 Michele explained that, according to this ordinance, the Board of Supervisors is supposed to
38 make this decision each time a road closure is requested. Ms. Troland responded that the
39 Association notified the Township every year.

40
41 Mike asked for clarification that an access lane on the public street will be open and maintained
42 during the entire event. Ms. Troland confirmed.

43
44 Michele asked why open space in the development is not being used for this purpose. Ms.
45 Troland responded that this event needs electricity.

46
47 David asked how many other locations have been used. Another resident responded at least ten.

1 David inquired how difficult it would be to change the location. Ms. Troland said it would be
2 difficult.

3
4 Lorraine McMullen, 604 Milleson, explained her opposition to this event and their need to get to
5 work. Ms. McMullen is concerned that the Association did not follow proper procedure with the
6 Township and requesting the road closure.

7
8 David asked if the Association would provide egress and ingress.

9
10 John McMullen, 604 Milleson, stated the egress is not defined and there is a concern regarding
11 pulling out of his driveway. He is concerned about safety and kids running around. Mr.
12 McMullen explained this is a cul-de-sac of four homes, open to all 334 homes in development.
13 This is a community event, not a block party, and doesn't belong on a cul-de-sac. There are other
14 solutions, such as open spaces, that would eliminate the need for this street closure.

15
16 Patty Melcher, 602 Milleson, has lived here for ten years and wanted to clarify that this has
17 always been called a block party. The Association has had two successful block parties on
18 Milleson Lane and the McMullen's attended them.

19
20 Michele asked if the Association has an email group for communications. Ms. Belcher
21 confirmed.

22
23 Mike Lynch asked Ms. Troland if the Association is willing to have a WEGO officer verify
24 access arrangements and an off-duty officer available to monitor event. Derek confirmed that an
25 access arrangement study is possible however, an off-duty officer working this event would be a
26 WEGO personnel matter.

27
28 Richard Yelovich, 603 Milleson, is an original homeowner in this cul-de-sac and wanted to
29 assure the Board this location is a safe environment for the event. He respectfully asked the
30 Board to approve this event on Milleson.

31
32 Kate Bird, 1633 Bow Tree, wanted to clarify the safety issue brought up a couple of years ago
33 regarding the Bow Tree Drive location. The concern holding the event at that location was the
34 close proximity to the pond and speed of vehicles. Ms. Bird believes the cul-de-sac is a safer
35 location. She confirmed the party ends at dusk on the street and any continuation occurs on
36 private property.

37
38 Genevieve Grossman, 412 Beaumont, commented that she volunteered with the Association and
39 likes to provide the best events for neighborhood kids. Events are rotated and they have used the
40 Eldridge Road open field five times for events where electricity was not needed. The mosquito
41 issue on Eldridge Road also makes this location not ideal.

42
43 John asked for confirmation that Sept 18th is the date of this proposed event. He stated the Board
44 does not want to get in the middle of a neighbor dispute. John encouraged the neighbors to make
45 reasonable accommodations and go back and negotiate.

46
47 Ms. McMullen is comfortable with having this event in the back open field but having this event
48 on the street is unsafe.

1 Mr. McMullen asked the Board to deny this request.

2
3 Adam Woodworth, 605 Milleson, stated the McMullen's have had events at their home that
4 blocked the street and they weren't concerned about blocking access then.

5
6 Kelly Troland explained there is enough room for a road closure on Milleson Lane and allow for
7 access.

8
9 David stated that it seems like neighbors have made concessions and that ingress and egress from
10 the concerned neighbor's home would be infrequent during the event.

11
12 David made a motion to approve the street closure on September 18th on Milleson Lane for the
13 Bow Tree neighborhood's civic association block party, under the condition that the event starts
14 at 3PM and finishes at dusk, and a police officer assures there is ingress and egress before the
15 event occurs.

16
17 Mike seconded.

18
19 Michele clarified that half of the cul-de-sac street would be closed. David added with a safe
20 ingress and egress. Mike added ingress and egress as verified by the police. Michele stated that
21 she does not like to make these decisions and would like to revisit this ordinance in the future.
22 Derek will look into the ordinance revision. John stated people have a right to get in and out of
23 their street.

24
25 David and Mike voted yes, Michele and John voted no.
26 Motion does not carry.

27
28 John suggested the neighbors work it out. Neighbors asked how to get this event approved.
29 Michele suggested to hold it at another location.

30
31 **Consider passing the Minimum Municipal Obligation (MMO) for the 2022 budget year**
32 **and designating the Township Manager as the Chief Administrative Officer for Township**
33 **pension plans.**

34 Derek explained that MMO is the minimum amount that we need to contribute by state law
35 based on our pensions.

36
37 John made a motion to pass Resolution 2021-205 establishing the Minimum Municipal
38 Obligations for the four following pension plans: Fire Pension Plan: \$124,083; Non-Uniformed
39 Defined Benefit Plan: \$0; Non-Uniformed Defined Contribution: \$125,700; Non-Uniformed
40 Defined Contribution (WEGO Administration): \$14,850.

41
42 Mike seconded.

43
44 Motion carried 4-0.

45
46 **Consider passing Resolution 2021-206 establishing the Township Manager as the Chief**
47 **Administrative Officer for Township pension plans.**

48 Derek explained this is a transition from previous Township Manager to himself.

1 Michele made a motion to pass Resolution 2021-206 establishing the Township Manager as the
2 Chief Administrative Officer for all Township pension plans.

3
4 John seconded.

5
6 John asked for clarification if the WEGO Administration plan is included. Derek explained this
7 plan is part of the Defined Contribution and is East Goshen Township's share.

8
9 Linda Hicks, 671 Airport Rd, asked what it means to be a Chief Administrative Officer. Derek
10 explained.

11
12 Motion carried 4-0.

13
14 **Consider Stormwater O&M Agreement for 337 Wyllpen Drive.**

15 Mike made a motion to authorize the Chairman to sign the storm water management, operation
16 and maintenance agreement for 337 Wyllpen Drive.

17
18 Michele seconded.

19
20 John asked if this is standard procedure under the Code. Derek confirmed.

21
22 Motion carried 4-0.

23
24 David acknowledged the tremendous work of our Public Works Department over the last two
25 weeks with regard to the record rainfall received in East Goshen Township. Our Public Works
26 Department had four emergency water rescues of residents, we had significant damage to pump
27 stations, storm water management systems, streets and roads, and trees down. David sends kudos
28 out to all of the Public Works staff who worked so hard.

29
30 **Any Other Matter** -None

31
32 **Public Comment** -None

33
34 **Liaison Reports** - None

35
36 **Correspondence**

37 David Shuey acknowledged the work of Jason Lang and the Parks & Rec volunteers for a great
38 Community Day event.

39
40 **Adjournment**

41 There being no further business, Mike made a motion to adjourn at 8:22 pm. Michele seconded.
42 Motion carried 4-0.

43
44 Respectfully submitted,
45 *Chris Boylan*
46 *Recording Secretary*

47
48 Attached: September 2, 2021 Treasurer's Report
49

TREASURER'S REPORT

August 12, 2021 - September 2, 2021

RECEIPTS AND BILLS

GENERAL FUND

Real Estate Tax	\$9,391.28	Accounts Payable	\$630,562.51
Earned Income Tax	\$56,100.00	Electronic Pmts:	
Local Service Tax	\$52,400.00	Credit Card	\$6,607.13
Transfer Tax	\$0.00	Postage	\$0.00
General Fund Interest Earned	\$230.69	Debt Service	\$4,011.89
Total Other Revenue	\$126,045.67	Payroll	\$145,412.91
Total General Fund Receipts:	\$244,167.64	Total Expenditures:	\$786,594.44

STATE LIQUID FUELS FUND

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

CAPITAL RESERVE FUND

Receipts	\$7,000.71	Accounts Payable	\$22,133.71
Interest Earned	\$128.69		
Total Capital Reserve Fund Receipts:	\$7,129.40	Total Expenditures:	\$22,133.71

TRANSPORTATION FUND

Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$26.33		
Total Transportation Fund Receipts:	\$26.33	Total Expenditures:	\$0.00

SEWER OPERATING FUND

Receipts	\$367,397.83	Accounts Payable	\$19,452.27
Interest Earned	\$27.76	Electronic Pmts:	
		Credit Card	\$1,675.28
		Debt Service	\$22,579.82
Total Sewer Operating Fund Receipts:	\$367,425.59	Total Expenditures:	\$43,707.37

REFUSE FUND

Receipts	\$106,224.72	Accounts Payable	\$11,150.67
Interest Earned	\$8.92	Credit Card	\$0.00
Total Refuse Fund Receipts:	\$106,233.64	Total Expenditures:	\$11,150.67

BOND FUND

Receipts	\$0.00	Accounts Payable	\$4,156.16
Interest Earned	\$49.33		
Total Bond Fund Receipts:	\$49.33	Total Expenditures:	\$4,156.16

SEWER CAPITAL RESERVE FUND

Receipts	\$0.00	Accounts Payable	\$34.50
Interest Earned	\$57.72		
Total Sewer Capital Reserve Fund Receipts:	\$57.72	Total Expenditures:	\$34.50

OPERATING RESERVE FUND

Receipts	\$0.00	Accounts Payable	\$34.50
Interest Earned	\$67.93		
Total Operating Reserve Fund Receipts:	\$67.93	Total Expenditures:	\$34.50

ARPA - COVID RELIEF FUND

Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$12.75		
Total ARPA - COVID Relief Fund Receipts:	\$12.75	Total Expenditures:	\$0.00

**EAST GOSHEN TOWNSHIP
MEMORANDUM**

TO: BOARD OF SUPERVISORS
FROM: DAVE WARE
SUBJECT: PROPOSED PAYMENTS OF BILLS
DATE: SEPTEMBER 16, 2021

Attached please find the Treasurer's Report for the weeks of September 2, 2021 – September 16, 2021.

The General Fund realized an additional \$190K in E.I.T. revenue, \$105K in RE Transfer taxes for residential sales, and \$37K in Other Revenue from wireless revenue, building permits, and parks and recreation class registrations. General Fund expenses for this period were primarily due to paving costs, an annual contribution to Good Fellowship Ambulance & EMS Training Institute, and routine operating and maintenance expenses.

The Capital Reserve Fund incurred just over \$53K in construction costs for Segment A of the Paoli Pike Trail which is reimbursed by grant dollars.

The Bond Fund incurred \$30,732.29 for engineering on our two dam projects and legal expenses for the Paoli Pike Trail.

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**

September 2, 2021 - September 16, 2021

GENERAL FUND

Real Estate Tax	\$1,257.14
Earned Income Tax	\$190,640.16
Local Service Tax	\$12,193.30
Transfer Tax	\$104,126.47
General Fund Interest Earned	\$0.00
Total Other Revenue	\$37,110.69

Total General Fund Receipts: \$345,327.76

Accounts Payable	\$206,389.48
<u>Electronic Pmts:</u>	
Credit Card	\$9,955.35
Postage	\$0.00
Debt Service	\$0.00
Payroll	\$218,806.57

Total Expenditures: \$435,151.40

STATE LIQUID FUELS FUND

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

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

CAPITAL RESERVE FUND

Receipts	\$53,301.82
Interest Earned	\$0.00
Total Capital Reserve Fund Receipts:	\$53,301.82

Accounts Payable	\$53,460.77
Total Expenditures:	\$53,460.77

TRANSPORTATION FUND

Receipts	\$0.00
Interest Earned	\$26.93
Total Transportation Fund Receipts:	\$26.93

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

SEWER OPERATING FUND

Receipts	\$37,705.04
Interest Earned	\$0.00

Total Sewer Operating Fund Receipts: \$37,705.04

Accounts Payable	\$32,253.51
<u>Electronic Pmts:</u>	
Credit Card	\$813.66
Debt Service	\$0.00
Total Expenditures:	\$33,067.17

REFUSE FUND

Receipts	\$12,465.34
Interest Earned	\$0.00
Total Refuse Fund Receipts:	\$12,465.34

Accounts Payable	\$723.92
Credit Card	\$70,495.16
Total Expenditures:	\$71,219.08

BOND FUND

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

Accounts Payable	\$30,732.29
Total Expenditures:	\$30,732.29

SEWER CAPITAL RESERVE FUND

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

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

OPERATING RESERVE FUND

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

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

ARPA - COVID RELIEF FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total ARPA - COVID Relief Fund Receipts:	\$0.00

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01 GENERAL FUND										
6				ABC PAPER & CHEMICAL INC						
66474	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS	115208	09/13/21		09/13/21		159.62
				HAND SOAP, PAPER TOWELS, TRASH CAN						
				LINERS, GLASS & OTHER CLEANERS						
66474	2	01409	3840	DISTRICT COURT EXPENSES	115208	09/13/21		09/13/21		159.63
				HAND SOAP, PAPER TOWELS, TRASH CAN						
				LINERS, GLASS & OTHER CLEANERS						
66475	1	01454	3740	PARK MAINTENANCE & REPAIR	115210	09/13/21		09/13/21		563.43
				PINE SOL, MOP HEAD, TRASH CAN						
				LINERS & DISINFECTING SPRAY						
										882.68
1903				ALTHOUSE, GARY						
66481	1	01401	3300	AUTO ALLOWANCE	090821	09/13/21		09/13/21		55.55
				MILEAGE REIMBURSEMENT 9/7-9/8/21						
										55.55
67				APPLEBROOK GOLF CLUB						
66482	1	01452	3505	GOLF DAY - APPLEBROOK	090821	09/13/21		09/13/21		4,160.00
				GOLF OUTING 9/14/21 26 W/CADDIES						
66482	2	01452	3505	GOLF DAY - APPLEBROOK	090821	09/13/21		09/13/21		3,960.00
				GOLF OUTING 9/14/21 36 W/O CADDIES						
										8,120.00
4217				AQUA PA						
66483	1	01411	3630	HYDRANT & WATER SERVICE	090121 HY6	09/13/21		09/13/21		155.16
				000309987 0309987 7/30-8/31/21 HY6						
66484	1	01411	3630	HYDRANT & WATER SERVICE	090121 279	09/13/21		09/13/21		4,809.96
				000310033 0310033 7/30-8/31/21 186						
66484	2	01411	3631	HYDRANTS - RECHARGE EXPENSE	090121 279	09/13/21		09/13/21		2,404.98
				000310033 0310033 7/30-8/31/21 93						
										7,370.10
2898				AQUASCAPES UNLIMITED						
66485	1	01454	3711	POND TREATMENT	4070	09/13/21		09/13/21		185.00
				POND SERVICE 8/31/21						
										185.00

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4478				ARRO CONSULTING INC.						
	66486	1	01413 3130	ENGINEERING SERVICES PROF.SERV.-AUGUST 2021 V.DIMARTINI	0067424	09/13/21		09/13/21		8,492.00
										8,492.00
102				B&D COMPUTER SOLUTIONS						
	66487	1	01401 3120	CONSULTING SERVICES AUGUST 2021	00003360	09/13/21		09/13/21		2,000.00
										2,000.00
514				BEANS FORD OF WEST CHESTER, FRED						
	66488	1	01430 2330	VEHICLE MAINT AND REPAIR ROTOR	142125W	09/13/21		09/13/21		93.50
	66489	1	01430 2330	VEHICLE MAINT AND REPAIR BRAKE PAD	142124W	09/13/21		09/13/21		74.44
										167.94
497				COLLIFLOWER INC.						
	66491	1	01430 2330	VEHICLE MAINT AND REPAIR NON-VALVED COUPS & NIPPS	01533238	09/13/21		09/13/21		84.50
										84.50
320				EAGLE POWER TURF & TRACTOR						
	66492	1	01430 2330	VEHICLE MAINT AND REPAIR BATTERY 526MF	P04080	09/13/21		09/13/21		113.83
										113.83
458				ESRI						
	66494	1	01401 3120	CONSULTING SERVICES ArcGIS DESKTOP BASIC PRIMARY MAINT. 9/18/21 - 9/17/22	94101103	09/13/21		09/13/21		400.00
	66494	2	01401 3120	CONSULTING SERVICES ArcGIS DESKTOP BASIC SECONDARY MAINTENANCE 9/18/21 - 9/17/22	94101103	09/13/21		09/13/21		300.00
										700.00
3595				FETTERS INC., R.W.						
	66495	1	01438 2455	MATER. & SUPPLY-RESURFAC. TRI-AXLE HAULING-MILLINGS 8/9-8/17	082021	09/13/21		09/13/21		5,486.25
										5,486.25

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1876				FOLEY INC.						
	66496	1	01438 3845	EQUIP. RENTAL -RESURFAC. ASPHALT ROLLER RENTAL 8/6-8/17/21	R6062101	09/13/21		09/13/21		4,879.00
	66497	1	01430 2330	VEHICLE MAINT AND REPAIR SHIPPING CHARGE - MIRROR GP	PS100121559	09/13/21		09/13/21		27.73
	66498	1	01430 2330	VEHICLE MAINT AND REPAIR MIRROR GP	PS100121560	09/13/21		09/13/21		133.66
										5,040.39
594				HAMMOND & MCCLOSKEY INC.						
	66501	1	01454 3740	PARK MAINTENANCE & REPAIR CLEARED TOILET PARK LADIES RESTROOM	9817	09/13/21		09/13/21		125.00
										125.00
2717				HIGGINS & SONS INC., CHARLES A.						
	66502	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG. TRAF.LIGHT REPAIR RT.3 & CHESTER HOLLOW RD.	54801	09/13/21		09/13/21		1,255.76
	66503	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG. TRAF.LIGHT REPAIR PAOLI PIKE & RT. 352	54771	09/13/21		09/13/21		130.00
										1,385.76
627				HIGHWAY MATERIALS INC.						
	66504	1	01438 2455	MATER. & SUPPLY-RESURFAC. 967.40 TONS 9.5mm, 0.3<3,H	232647	09/13/21		09/13/21		53,110.30
	66505	1	01438 2455	MATER. & SUPPLY-RESURFAC. 606.29 TONS 9.5mm, 0.3<3,H	232874	09/13/21		09/13/21		33,285.33
										86,395.63
4495				JEANETTE, LISA						
	66506	1	01452 3508	ART PERFORMANCE- CHESTER CNTY. ART WALK	0921	09/13/21		09/13/21		200.00
										200.00
2442				KENT AUTOMOTIVE						
	66507	1	01430 2330	VEHICLE MAINT AND REPAIR SEALED TOGGLESWITCHES	9308730689	09/13/21		09/13/21		369.14
	66508	1	01430 2330	VEHICLE MAINT AND REPAIR FLAT WASHERS & LAG SCREWS	9308726351	09/13/21		09/13/21		134.26
										503.40

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739	66509	1	01436 2450	KNOX EQUIPMENT RENTALS INC. STORMWATER MATERIALS & SUPPLIES TRACK MOUNTED DUMP RENTAL 8/23-8/24	81150.1.2	09/13/21		09/13/21		368.50
										368.50
4430	66510	1	01438 3845	MASTROCOLA HAULING EQUIP. RENTAL -RESURFAC. LOWBOY RENTAL 8/6 TO MOVE MILLING MACHINE	12437	09/13/21		09/13/21		554.96
										554.96
4496	66511	1	01367 3504	MOONEY, MICHAEL GOLF APPLEBROOK/HMV REFUND RE: GOLF EVENT CANCELATION	826336	09/13/21		09/13/21		440.00
										440.00
1641	66512	1	01430 2330	NAPA AUTO PARTS VEHICLE MAINT AND REPAIR WIPER BLADES	047560	09/13/21		09/13/21		202.35
	66513	1	01430 2330	VEHICLE MAINT AND REPAIR OIL AND AIR FILTERS	047231	09/13/21		09/13/21		46.44
	66514	1	01430 2330	VEHICLE MAINT AND REPAIR LAMPS	046466	09/13/21		09/13/21		265.96
	66515	1	01430 2330	VEHICLE MAINT AND REPAIR CB ANTENNAS	045757	09/13/21		09/13/21		136.76
	66516	1	01430 2330	VEHICLE MAINT AND REPAIR CORE DEPOSIT CREDIT	042548	09/13/21		09/13/21		-54.00
										597.51
3679	66521	1	01401 3210	NETCARRIER TELECOM INC. 67846 COMMUNICATION EXPENSE 9/1/21 - 9/30/21	743469	09/13/21		09/13/21		515.47
										515.47
1554	66523	1	01401 2100	OFFICE DEPOT MATERIALS & SUPPLIES TONER	190665912001	09/13/21		09/13/21		386.54
	66524	1	01401 2100	MATERIALS & SUPPLIES FILE FOLDERS, PAPER, PENS, TONER & BINDERS	190101855001	09/13/21		09/13/21		126.85
	66525	1	01401 2100	MATERIALS & SUPPLIES BINDERS AND INDEX DIVIDERS	191269991001	09/13/21		09/13/21		79.53
										592.92

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01 GENERAL FUND										
2593				PECO - 18510-39089						
	66527	1	01454 3600	UTILITIES	090121	09/13/21		09/13/21		68.96
				18510-39089 8/2-8/31/21 BOW TR.PUMP						
										68.96
1032				PECO - 99193-01302						
	66530	1	01409 3600	TWP. BLDG. - FUEL, LIGHT, WATER	090321	09/13/21		09/13/21		1,506.46
				99193-01302 7/26-8/24/21						
	66530	2	01454 3600	UTILITIES	090321	09/13/21		09/13/21		66.90
				99193-01302 7/26-8/24/21						
										1,573.36
4091				PECO 02280-03067						
	66528	1	01454 3717	MARYDELL POND REHAB	083021	09/13/21		09/13/21		57.41
				02280-03067 7/30-8/30/21 MARYDELL						
										57.41
1005				PENNSYLVANIA ONE CALL SYSTEM						
	66531	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS	0000918385	09/13/21		09/13/21		32.01
				MONTHLY ACTIVITY FEE - AUGUST 2021						
										32.01
2539				PRECISION MECHANICAL SERVICES						
	66532	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	SC-21131	09/13/21		09/13/21		521.54
				REPLACE CONDENSATION DRAIN DUE TO LEAK IN CODE DEPT.						
										521.54
2039				PREMIUM FIRE & SECURITY LLC						
	66533	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	11698	09/13/21		09/13/21		284.00
				SERV.CALL - CHECK SECURITY SYSTEMS						
										284.00
1201				SAFETY SOLUTIONS INC.						
	66534	1	01437 2460	GENERAL EXPENSE - SHOP	53614	09/13/21		09/13/21		560.00
				20 BOXES EXAM GLOVES						
	66535	1	01437 2460	GENERAL EXPENSE - SHOP	53602	09/13/21		09/13/21		220.90
				FIRST AID & MEDICAL SUPPLIES - PW						
	66537	1	01409 2400	TWP. BLDG. - MATERIALS & SUPPLIES	53603	09/13/21		09/13/21		53.65
				FIRST AID & MEDICAL SUPPLIES-OFFICE						
										834.55

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01	GENERAL FUND									
3578				SQUARE 9 SOFTWARES INC.						
66538	1	01401	3120	CONSULTING SERVICES	SIN024221	09/13/21		09/13/21		998.75
				SQ.9 SOFTWARE SUPPORT 12/22/21 - 12/21/22						
										998.75
1783				STATE WORKERS INSURANCE FUND						
66539	1	01411	6000	VOLUNTEER FIREFIGHTER WORKERS COMP	090121	09/13/21		09/13/21		3,175.00
				POL.#05918452 INSTALL.10 OF 11						
										3,175.00
1382				UNITED RENTALS INC.						
66540	1	01452	3204	COMMUNITY DAY	197477423-002	09/13/21		09/13/21		297.00
				LIGHT TOWER RENTAL (3) - COMMUNITY DAY						
66541	1	01452	3204	COMMUNITY DAY	197477423-001	09/13/21		09/13/21		409.00
				LIGHT TOWER RENTAL(1) PLUS DELIVERY & PICKUP CHARGES - COMMUNITY DAY						
66542	1	01438	3840	EQUIPMENT RENTAL	196483217-001	09/13/21		09/13/21		2,808.00
				WATER TRUCK RENTAL 8/2-8/30/21						
66543	1	01438	3845	EQUIP. RENTAL -RESURFAC.	196483217-002	09/13/21		09/13/21		24.00
				GAS CHARGE RE: WATER TRUCK RENTAL						
										3,538.00
2829				VERIZON - TWP.FIOS 0001-74						
66547	1	01401	3210	COMMUNICATION EXPENSE	5527634-082721	09/13/21		09/13/21		109.99
				8/28/21 -9/27/21 TWP FIOS						
										109.99
1727				WEAVER MULCH LLC						
66549	1	01454	3710	LANDSCAPING	536637	09/13/21		09/13/21		110.00
				4 CYDS BLACK DYED MULCH						
66550	1	01454	3724	TOT LOT	536231	09/13/21		09/13/21		1,144.00
				52 CYDS SAFE COVER - STORM CLEANUP						
										1,254.00
1471				WESTTOWN-EAST GOSHEN POLICE						
66551	1	01452	3204	COMMUNITY DAY	1370	09/13/21		09/13/21		2,880.00
				24 OFFICERS SPEC.DUTY COMMUNITY DAY						
										2,880.00

Report Date 09/13/21

Expenditures Register
GL-2109-80354

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
3941				WEX HEALTH INC.						
	66552	1	01487 1500	MISC. EMPLOYEE BENEFITS FSA - AUGUST 2021	0001395465-IN	09/13/21		09/13/21		50.00
										50.00
1983				YALE ELECTRIC SUPPLY CO						
	66553	1	01454 3740	PARK MAINTENANCE & REPAIR WEATHER PROOF COVERS, HUBS & RECEIPT	S118816393.001	09/13/21		09/13/21		55.97
	66554	1	01454 3740	PARK MAINTENANCE & REPAIR 2 FLOURESCENT TUBE LIGHTS	S118816298.001	09/13/21		09/13/21		19.25
	66555	1	01430 2330	VEHICLE MAINT AND REPAIR LIGHT BULBS	S118870176.001	09/13/21		09/13/21		104.28
										179.50

Report Date 09/13/21

Expenditures Register
GL-2109-80354

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05 SEWER OPERATING										
4045				ACE DISPOSAL CORPORATION						
	66476	1	05422 3701	R.C. COLLEC.-MAINT. & REPR STAND BY TIME - AUGUST 2021	177871	09/13/21		09/13/21		187.50
										187.50
2918				ALS ENVIRONMENTAL						
	66477	1	05422 4500	R.C. STP-CONTRACTED SERV. LAB TESTING RCSTP - 8/3/21	40-2501176	09/13/21		09/13/21		138.00
	66478	1	05422 4500	R.C. STP-CONTRACTED SERV. LAB TESTING RCSTP - 7/27/21	40-2499939	09/13/21		09/13/21		120.00
	66479	1	05422 4500	R.C. STP-CONTRACTED SERV. LAB TESTING RCSTP - 7/20 - 7/27/21	40-2498940	09/13/21		09/13/21		36.00
	66480	1	05422 4500	R.C. STP-CONTRACTED SERV. LAB TESTING RCSTP - 7/20/21	40-2498039	09/13/21		09/13/21		165.00
										459.00
151				BLOSENSKI DISPOSAL CO, CHARLES						
	66490	1	05422 4502	R.C. SLUDGE-LAND CHESTER SWITCH 20YDS W/LINER 8/30/21	182084	09/13/21		09/13/21		186.00
										186.00
583				HACH COMPANY						
	66499	1	05422 3700	R.C. STP-MAINT. & REPAIRS NITRATE, TNT	12608501	09/13/21		09/13/21		48.35
	66500	1	05422 3700	R.C. STP-MAINT. & REPAIRS db NITRITE, TNT	12607175	09/13/21		09/13/21		209.30
										257.65
3675				NETCARRIER TELECOM INC. 67889						
	66517	1	05420 3602	C.C. COLLECTION -UTILITIES 9/1/21 - 9/30/21	743474	09/13/21		09/13/21		52.55
										52.55
3676				NETCARRIER TELECOM INC. 67890						
	66518	1	05422 3600	R.C STP -UTILITIES 9/1/21 - 9/30/21	743475	09/13/21		09/13/21		52.50
										52.50

Report Date 09/13/21

Expenditures Register
GL-2109-80354

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Receipt Dte	Check#	Amount
1201				SAFETY SOLUTIONS INC.						
	66536	1	05420 3702	C.C. COLLEC.-MAINT. & REPR. EXAM GLOVES	53539	09/13/21		09/13/21		466.66
	66536	2	05422 3700	R.C. STP-MAINT. & REPAIRS EXAM GLOVES	53539	09/13/21		09/13/21		466.67
	66536	3	05422 3701	R.C. COLLEC.-MAINT. & REPR EXAM GLOVES	53539	09/13/21		09/13/21		466.67
										1,400.00
1385				UNIVAR USA INC.						
	66544	1	05422 2440	R.C. STP- CHEMICALS ALUMINUM SULFATE 1427 GALS.	49425063	09/13/21		09/13/21		2,169.15
										2,169.15
1393				US POSTMASTER						
	66545	1	05429 3250	ADMIN.- POSTAGE PERMIT 192 RENEWAL	082021	09/13/21		09/13/21		132.50
										132.50
3529				VERIZON - 442069312 MODEMS						
	66548	1	05420 3601	C.C. INTERCEPTOR-UTILITIES 7/26/21 - 8/25/21 MODEMS	9887068308	09/13/21		09/13/21		120.12
										120.12
2773				VERIZON - PW FIOS 0001-15						
	66546	1	05422 3601	R.C. COLLEC.-UTILITIES 8/28/21 -9/27/21 PW FIOS	7528031-082721	09/13/21		09/13/21		111.99
										111.99

Report Date 09/13/21

Expenditures Register
GL-2109-80354

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
06	REFUSE									
1393				US POSTMASTER						
	66545	2	06427	3250 POSTAGE	082021	09/13/21		09/13/21		132.50
				PERMIT 192 RENEWAL						
										132.50
										160,308.20
0 Printed, totaling										160,308.20

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	145,934.46	GENERAL FUND
05	05	14,241.24	SEWER OPERATING
06	06	132.50	REFUSE
		<u>160,308.20</u>	

PERIOD SUMMARY

Period	Amount
2109	<u>160,308.20</u>
	160,308.20

Legend:

- Expenditures Register Spooling to Windows Printers
- Print those ready to pay
- Sorting by vendor
- Printing for GL Period 2109
- Doing a page break
- Creating a CSV File
- MARP05 run by BARBARA 12 : 49 PM

Per	Budget #	Sub#	Description	Vendr	Vendor Name	Invoice #	Inv Date	Credit	Src	Trx #	#	U
2109			CREDIT CARD PAYMENT									
	06427	4500	RESIDENTIAL PICK-UP SEPTEMBER 2021	2762	AJB A.J. BLOSENSKI INC.	19130969	09/01/21	57,910.03	PC	80356	1	
	06427	4502	WEEK 8/23/21 - 8/31/21	241	C.C. SOLID WASTE AUTHORITY	61377-R	08/31/21	8,284.09	PC	80356	2	
	05422	4502	WEEK 8/23/21 - 8/31/21	241	C.C. SOLID WASTE AUTHORITY	61377-S	08/31/21	813.66	PC	80356	3	
	06427	4502	WEEK 9/1/21 - 9/7/21	241	C.C. SOLID WASTE AUTHORITY	61453-R	09/07/21	4,301.04	PC	80356	4	
	01430	2320	197.60 GALS. GASOLINE	1161	REILLY & SONS INC	11099396-530	08/26/21	535.10	PC	80356	5	
	01430	2320	882.80 GALS. DIESEL	1161	REILLY & SONS INC	11099395-531	08/26/21	2,127.55	PC	80356	6	
	01430	2320	162.30 GALS. GASOLINE	1161	REILLY & SONS INC	11124194-530	09/01/21	433.02	PC	80356	7	
	01430	2320	437.40 GALS. DIESEL	1161	REILLY & SONS INC	11124281-531	09/01/21	1,065.51	PC	80356	8	
	01430	2320	207.60 GALS. GASOLINE	1161	REILLY & SONS INC	11148411-530	09/09/21	546.61	PC	80356	9	
	01430	2320	62.90 GALS. DIESEL	1161	REILLY & SONS INC	11176188-531	09/09/21	154.17	PC	80356	10	
	01430	2320	2086.60 GALS. DIESEL	1161	REILLY & SONS INC	11148540-531	09/08/21	5,093.39	PC	80356	11	
								81,264.17				
								81,264.17				

GENERAL LEDGER SUMMARY

GL Account #	Debit	Credit	Description
014XX-XXXX	9,955.35		GENERAL FUND Expense Account
01107-1010		9,955.35	GENERAL FUND Bank Account
054XX-XXXX	813.66		SEWER OPERATING Expense Account
05100-1005		813.66	SEWER OPERATING Bank Account
064XX-XXXX	70,495.16		REFUSE Expense Account
06100-1005		70,495.16	REFUSE Bank Account

Legend:

Procurement Card Entries Spooling to Windows Printers

Printing for GL Period 2109

Printing for Status N

Creating a CSV Spreadsheet file.

MARP17 run by BARBARA 1 : 38 PM

Report Date 09/13/21

Expenditures Register
GL-2109-80359

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03 CAPITAL RESERVE FUND										
1648				ROAD-CON INC.						
66556	1	03460	7401	PAOLI PK.TRAIL - SEGMENT A	APP.#1	09/13/21	09/13/21	09/13/21	1473	53,301.82
				APPLIC. NO 1 - PAOLI PK.TRAIL A						
										53,301.82
										53,301.82
										53,301.82
1 Printed, totaling										53,301.82

FUND SUMMARY

Fund	Bank Account	Amount	Description
03	03	53,301.82	CAPITAL RESERVE FUND
		<u>53,301.82</u>	

PERIOD SUMMARY

Period	Amount
2109	53,301.82
<u>53,301.82</u>	

Legend:
 Expenditures Register Spooling to Windows Printers
 Print those ready to UPDATE
 Sorting by vendor
 Printing for GL Period 2109
 Doing a page break
 MARP05 run by BARBARA 4 : 42 PM

Report Date 09/15/21

Expenditures Register
GL-2109-80385

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01 GENERAL FUND										
2762	66569	1	01438 2450	AJB A.J. BLOSENSKI INC. MATERIALS & SUPPLIES-HIGHWAYS HAULING FEE 8/30 STORM CLEANUP	18U00080	09/15/21		09/15/21		200.00
										200.00
2074	66570	1	01438 2455	ASPHALT CARE EQUIPMENT AND SUPPLIES MATER. & SUPPLY-RESURFAC. HOT POUR RUBBERIZED CRACK FILLER <i>Asphalt seal New paving</i>	118708	09/15/21		09/15/21		3,693.42
										3,693.42
197	66576	1	01414 3141	BUCKLEY BRION MCGUIRE & MORRIS LEGAL - ZONING HEARING BOARD LEGAL SERV.- 8/10 - 8/13/21 MALVERN INSTITUTE	26363	09/15/21		09/15/21		120.00
	66577	1	01404 3140	LEGAL - ADMIN LEGAL SERVICE 8/2/21 - 8/31/21	26360	09/15/21		09/15/21		260.00
	66577	2	01413 3140	LEGAL - TWP CODE LEGAL SERVICE 8/2/21 - 8/31/21	26360	09/15/21		09/15/21		500.00
	66577	3	01414 3110	LEGAL - CODES LEGAL SERVICE 8/2/21 - 8/31/21	26360	09/15/21		09/15/21		200.00
										1,080.00
3488	66579	1	01409 3740	CINTAS CORPORATION #287 TWP. BLDG. - MAINT & REPAIRS WEEK END 9/9/21 CLEAN MATS	4095314185	09/15/21		09/15/21		68.55
	66579	2	01487 1910	UNIFORMS WEEK END 9/9/21 CLEAN UNIFORMS	4095314185	09/15/21		09/15/21		648.52
										717.07
2050	66580	1	01487 1550	COATESVILLE CLINIC LLC DRUG & ALCOHOL TESTING DRUG SCREENING K.R.	00166608-00	09/15/21		09/15/21		53.00
										53.00
3490	66581	1	01401 3210	COMCAST 8499-10-109-0111284 COMMUNICATION EXPENSE 0111284 9/9-10/8/21 SPEC.VIDEO PW	090421	09/15/21		09/15/21		37.31
										37.31

Report Date 09/15/21

Expenditures Register
GL-2109-80385

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
765				LEC - LENNI ELECTRIC CORPORATION						
	66594	1	01409 3840	DISTRICT COURT EXPENSES	210848	09/15/21		09/15/21		372.85
				INSTALL NEW LOBBY BELL - DIST.CT.						
	66596	1	01454 3740	PARK MAINTENANCE & REPAIR	210852	09/15/21		09/15/21		207.00
				REPLACE NEW GFCI RECEPTACLE - VET'S PAVILION						
	66598	1	01454 3740	PARK MAINTENANCE & REPAIR	210854	09/15/21		09/15/21		472.50
				CHECK ALL RECEPTACLES, CABINETS & LIGHTS AT PARK - REPAIR & REPLACE AS NEEDED						
	66599	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	210855	09/15/21		09/15/21		295.50
				REMOVE AND REPLACE 4 PENDANT LIGHTS RE: TILE REPLACEMENT						
										1,347.85
4430				MASTROCOLA HAULING						
	66600	1	01438 3845	EQUIP. RENTAL -RESURFAC.	12457	09/15/21		09/15/21		554.96
				HAULING OF MILLING MACHINE 8/11/21						
										554.96
2750				MRM WORKER'S COMP. FUND						
	66601	1	01486 3500	INSURANCE COVERAGE -PREM.	2122PRJ7148	09/15/21		09/15/21		33,787.01
				1ST OF 4 INSTALL. POL.#MRM-2122-352						
										33,787.01
61459				MURPHY, JOHN						
	66602	1	01367 3504	GOLF APPLEBROOK/RMV	826348	09/15/21		09/15/21		110.00
				REFUND RE: GOLF EVENT CANCELATION						
										110.00
4189				FERROT, ALEXANDRA						
	66603	1	01367 3712	YOGA CLASSES	826347	09/15/21		09/15/21		105.00
				REFUND : CANCELED ESSENTRICS CLASS						
										105.00
2539				PRECISION MECHANICAL SERVICES						
	66604	1	01409 3745	PW BUILDING - MAINT REPAIRS	SC-21144	09/15/21		09/15/21		690.00
				REPAIR A/C IN PUBLIC WORKS BLDG.						
										690.00

Report Date 09/15/21

Expenditures Register
GL-2109-80385

PAGE 4

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1382	66605	1	01452 3204	UNITED RENTALS INC. COMMUNITY DAY 3 PORTABLE HANDICAP RESTROOMS RENTL	197481047-001	09/15/21		09/15/21		1,125.00
										1,125.00
1983	66606	1	01430 2330	YALE ELECTRIC SUPPLY CO VEHICLE MAINT AND REPAIR BULBS FOR LIGHT TOWER	S118883112.001	09/15/21		09/15/21		104.28
										104.28

Report Date 09/15/21

Expenditures Register
GL-2109-80385

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03 CAPITAL RESERVE FUND										
2675				CANDLESTICK COMMUNICATIONS						
66578	1	03409	7400	CAPITAL REPLACEMENT-TWP BLDG	12108220001	09/15/21		09/15/21		158.95
				CONTINUED SERVICE RE: NEW HYBRID						
				VOIP PHONE SYSTEM						
										158.95

Report Date 09/15/21

Expenditures Register
GL-2109-80385

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05 SEWER OPERATING										
2914				BIG FISH ENVIRONMENTAL SERVICES INC.						
	66571	1	05422 4500	R.C. STP-CONTRACTED SERV. SERVICE RE: RCSTP - AUGUST 2021 <i>Plant operation</i>	21-0831	09/15/21		09/15/21		15,529.11
										15,529.11
151				BLOENSKI DISPOSAL CO, CHARLES						
	66572	1	05422 4502	R.C. SLUDGE-LAND CHESTER SWITCH 20YDS W/LINER 8/23/21	182066	09/15/21		09/15/21		186.00
	66573	1	05422 4502	R.C. SLUDGE-LAND CHESTER SWITCH 20YDS W/LINER 9/08/21	182312	09/15/21		09/15/21		186.00
										372.00
197				BUCKLEY BRION MCGUIRE & MORRIS						
	66574	1	05429 3140	ADMIN - LEGAL LEGAL SERV.- 8/2-8/31/21 MUN.CLAIMS	26361	09/15/21		09/15/21		448.96
										448.96
594				HAMMOND & MCCLOSKEY INC.						
	66589	1	05422 3700	R.C. STP-MAINT. & REPAIRS FLUSH OUT WATER LINE & INSTALL NEW FAUCET - RCSTP	9818	09/15/21		09/15/21		637.50
										637.50
765				LEC - LENNI ELECTRIC CORPORATION						
	66595	1	05422 3701	R.C. COLLEC.-MAINT.& REPR TEST 2 VFD'S FOR HERSHEY MILL PUMP STATION	210849	09/15/21		09/15/21		44.25
	66597	1	05422 3700	R.C. STP-MAINT. & REPAIRS TROUBLESHOOT POWER OUTAGE AT RCSTP	210853	09/15/21		09/15/21		738.00
										782.25

Report Date 09/15/21

Expenditures Register
GL-2109-80385

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
06				REFUSE						
197				BUCKLEY BRION MCGUIRE & MORRIS						
66574	2	06427	3140	LEGAL SERVICES	26361	09/15/21		09/15/21		448.97
				LEGAL SERV.- 8/2-8/31/21 MUN.CLAIMS						

Report Date 09/15/21

Expenditures Register
GL-2109-80385

PAGE 8

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
08 BOND FUNDS (CAPITAL PROJECTS)										
197				BUCKLEY BRION MCGUIRE & MORRIS						
66575	1	08459	6000	MISC TRAIL EXPENSES	26362	09/15/21		09/15/21		2,677.21
				LEGAL SERVICE- 8/2-8/26/21 PAOLI						
				PIRE TRAIL						
										3,126.18
1970				GANNETT FLEMING INC.						
66584	1	08454	6010	MILLTOWN DAM ENGINEERING	60466.16*120979	09/15/21		09/15/21		632.10
				ENGINEER.SERV. MILLTOWN DAM CLOMR -						
				5/8-7/30/21						
66585	1	08454	6010	MILLTOWN DAM ENGINEERING	60466.20*120985	09/15/21		09/15/21		3,000.00
				ENGINEER.SERV. MILLTOWN DAM BID &						
				CONSTRUCTION 7/3-7/30/21						
66586	1	08454	6050	HERSHEY'S MILL ENGINEERING	60466.17*121181	09/15/21		09/15/21		24,422.98
				ENGINEER.SERV. HERSH. MILL DAM BID						
				& CONSTRUCTION 5/8 - 7/30/21						
										28,055.08
										109,565.05
										0 Printed, totaling 109,565.05

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	60,455.02	GENERAL FUND
03	03	158.95	CAPITAL RESERVE FUND
05	05	17,769.82	SEWER OPERATING
06	06	448.97	REFUSE
08	08	30,732.29	BOND FUNDS (CAPITAL PROJECTS)
		109,565.05	

PERIOD SUMMARY

Period	Amount
2109	109,565.05
	109,565.05

Legend:

- Expenditures Register Spooling to Windows Printers
- Print those ready to pay
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- Doing a page break
- Creating a CSV File
- MARP05 run by BARBARA 10 : 22 AM

MEMO

Date: September 15, 2021
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Power Purchase Agreement (PPA) and Contract Term Length

At the last regular board meeting on September 7th, the potential PPA agreement with the rest of the West Chester Area Council of Governments (WCACoG) was discussed. There were some concerns and questions surrounding the length of the PPA since it was a 15 year term, which some members felt was excessive. Again, this agreement would lock us in for the purchasing of clean sourced energy for township consumption with our neighboring municipalities.

I went back to our solicitor, Kristin Camp, and asked her legal opinion on the contract term, specifically as it pertains to the length of the energy agreement. Ms. Camp's memo is attached along with the example PPA as well as Dave Ware's September 1st memo giving historical pricing breakdowns.

If the board is inclined, the motion would be the same as the suggested motion at last meeting:

Motion: Mr. Chairman, I move we authorize East Goshen Township Manager Derek Davis to execute a 15-year Clean Energy Purchase Power Agreement and initial 3-year energy supply contract commencing in 2024 in conjunction with WCACoG municipalities.



KRISTIN S. CAMP
p: 610.436.4400 Ext# 105
f: 610.436.8305
e: kcamp@buckleyllp.com
118 W. Market Street, Suite 300
West Chester, PA 19382-2928

MEMORANDUM

To:	Kristin S. Camp
From:	East Goshen Board of Supervisors
Date:	September 10, 2021
Subject:	Power Purchase Agreement

I understand that the Board of Supervisors considered entering a Clean Energy Purchase Power Agreement with Constellation at the meeting on September 7, 2021. The term of the agreement is 15 years. An issue arose as to whether the Board has the legal authority to enter a contract with a 15-year term that would extend beyond the term of the current Board. The answer to that question depends on whether the contract is for a governmental or proprietary function.

Pennsylvania law has held that Township supervisors do not have the authority to enter into a governmental contract that would extend beyond the term for which they were elected and thus bind a future board of supervisors. The Courts have explained:

In the performance of sovereign or governmental, as distinguished from business or proprietary, functions, no legislative body, or municipal board having legislative authority, can take action which will bind its successors. It cannot enter into a contract which will extend beyond the term for which the members of the body were elected. . . *Mitchell v. Chester Housing Authority*, 132 A.2d 873, 877 (1957).

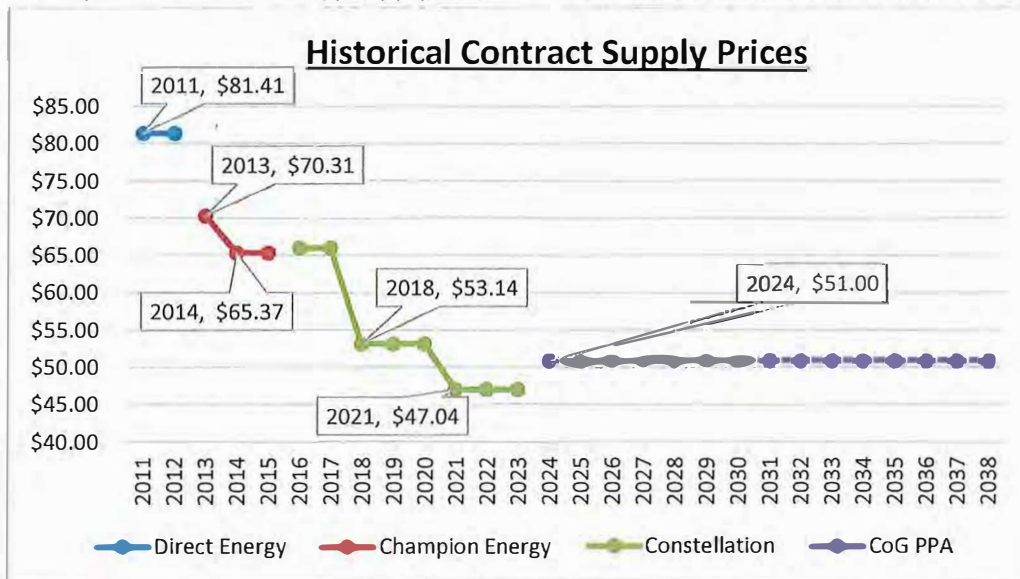
The distinction between a governmental and proprietary function is not always clear and the Pennsylvania courts have not established a bright line distinction or definition. However, generally speaking contracts for governmental functions are contracts where the government is exercising its police power and other activities traditionally performed by only governmental entities. On the contrary, proprietary functions are traditionally performed by businesses or private sectors. After reviewing various cases that further analyze the distinction between governmental and proprietary functions, I conclude that the Purchase Power Agreement would be for a proprietary function and thus the Board would be authorized to enter it for a term beyond the expiration of the term of the current Board.

Memo

To: Board of Supervisors
From: Dave Ware & Derek Davis
Re: Consider WCACOG 15 year PPA
Date: September 1, 2021

As you all are aware, the West Chester Area Council of Governments made a presentation at the August 3rd, 2021 East Goshen Township Board of Supervisors meeting. The request made by Will Williams, Sustainability Director at West Chester Borough, was to authorize our Township Manager, Derek Davis, to execute a 15-year Clean Energy Purchase Power Agreement and initial 3-year energy supply contract commencing in 2024 in conjunction with WCACOG municipalities. The other municipalities have executed and agreed on an energy supply cost of \$51/MWh. We could agree to \$51/MWh with the other municipalities or set our own maximum supply cost.

East Goshen Township currently has an energy supply cost agreement with Constellation at a fixed rate of \$47.04/MWh which expires the end of January 2024. Since 2011, we have entered into one, two, or three year fixed rate energy supply cost contracts. Below is a chart of the trend of contracted prices.



Over the last ten years using this approach, EGT has been able to lower the energy supply cost by 42%. The average electrical usage from 2018-2020 is nearly 2,200 MWh per year. Based upon that usage, each \$1 in energy cost is about \$2,200/year or \$33,000 over a 15 year period. If the market price remained flat for 15 years at \$47/MWh and EGT contracted at \$51/MWh, the effective cost to the township would be about \$132,000. The flip side is the possibility that costs could increase instead. The West Chester Area Council of Governments requests a response before their meeting September 16, 2021. If the board is so inclined, the motion would be as follows:

DRAFT MOTION: Mr. Chairman, I move we authorize East Goshen Township Manager Derek Davis to execute a 15-year Clean Energy Purchase Power Agreement and initial 3-year energy supply contract commencing in 2024 in conjunction with WCACOG municipalities.



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 20th 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 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

Transaction Group: #emailtransactions@constellation.com

Notices for Constellation entities:

Address: 1001 Louisiana Street

Constellation Suite 2300

Houston, TX 77002

Phone: (844)-6-ENERGY

Facsimile:

DRAFT

Memo

To: Board of Supervisors
From: Jason Lang, Director of Parks and Recreation
Re: Recycling Toter Grant Program
Date: September 13, 2021

Introduction:

PA DCED's 902 grant program pays 90% of eligible costs for a variety of municipal recycling initiatives and projects. Township staff had a Sept. 9 meeting with DCED staff to determine the Township's eligibility to fund a larger recycling toter program. The application is due by September 24.

Recommended project details:

- Purchase 3,000 toters to cover households on municipal service
 - Standard size would 65 gallons, 5-10% purchased would be 40 gallon
- Distribution done by AJ Blosenski
 - Can roll distribution into grant application as match (see cost estimate)

Timeline:

- Grant application due date: Sept 24; Decisions in early November
- Contracts signed mid-July 2022
 - Two year contract
- Get price quotes from vendors (Spring 2022)
- Purchase toters (Aug 2022)
- AJB distribution (Sept 2022)
- 902 grant reimbursement for Township expenses (winter 2022)

Meeting takeaways:

- This project will be very competitive because:
 - Township will be moving from small, open containers to large, lidded containers
 - Should see significant increase in recycling
 - Township has a substantial refuse fund
 - Township has a P & M contract for best possible pricing and marketing
 - Has not benefited from the program in the past
- Flexibility to offer multiple sizes
- Can also ask for reimbursement of the pilot program (\$5,686) for early 2021
- Most cost effective to do a full distribution rather than a phased roll out
- Increasing our recycling volume would also increase how much we receive in DCED 904 grants
 - In 2021, we received \$31,519 in 904 grants
 - A 20% increase in recycling could mean a \$4,000 increase in annual 904 grants
 - This would pay for the Township's investment in this program in 4-5 years.

Notes:

- AJB confirmed that they would not switch to automated service for the length of the contract
- Residents could continue to use the 20 gallon, open containers if they choose

Project Cost Estimate:

ITEM	ITEM COSTS	DEP SHARE	APPLICANT MATCH (Item costs less DEP share)
1. 3,000 Recycle Toters	156,600	150,686	5914
2. Freight/Delivery	11,600	11,600	0
3. Assembly/Distribution	12,750	0	12,750
3. 2021 Recycle Toters (100)	5686	5686	0
TOTAL COSTS	186,636	167,972	18,664

Suggested Motion: I move to authorize no more than \$19,000 in matching funds towards a DCED 902 grant to fund the Township's Wheeled Toter Recycling program and authorize application.

MEMO

Date: September 16, 2021
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Contracting with New Era Technologies for Meeting Room Update

East Goshen's COIVD relief funding, earmarked for local governments, was received back in early summer. The board allocated \$35,000 of the \$949,000 to make much needed improvements to the main meeting room. Specifically, we would be upgrading the entire audio system as well as implementing a completely integrated hybrid meeting system that would allow participation remotely.

Dave Ware, Susan D'Amore, and myself solicited three proposals and are recommending the use of New Era Technology for implementation. A quote was actually received from them last year on this very topic so there is familiarity with this firm and they also came in at the lowest price at **\$34,571.20**.

There is an option to add a TV display on the side wall that would help with the audience viewing a presentation and allow for other smaller functions to utilize outside of a regular board meeting. That option would be an additional \$3,952 and would put us over the allotted \$35,000.

Therefore, it is staff recommendation to go with New Era without the option for an additional display and perhaps do that at a later date after we get everything else established. Their proposal has been attached along with the pricing breakdown of the other two companies.

Motion: Mr. Chairman, I move we accept the New Era Technology proposal of \$34,571.20 for *Main Meeting Room AV upgrades* and authorize the Township Manager to sign said proposal and start the implementation process.

Boardroom AV Upgrades

QUOTE #10618 V1

September 14, 2021

PREPARED FOR

East Goshen Township

PREPARED BY

Stephanie Hoffmeier



About New Era Technology

Company Overview

New Era Technology (New Era) is an industry-certified integrator of professional AV systems for business, education, and government. Since 1985, we've set the standard for engineering-led AV systems integration and have remained on the cutting-edge of emerging technologies such as unified communications, digital signage, and on premise and soft video conferencing solutions. Hundreds of satisfied clients use our value-added solutions in their boardrooms, conference centers, classrooms, auditoriums, and scores of other applications.

When you need a provider for your mission-critical AV project or require service and support, look no further than New Era. We turn your concepts and ideas into exciting reality—effectively and economically. We bring talent, imagination, and energy to your project. And nobody does it better.

Personnel Expertise



New Era is an AVIXA (Formerly InfoComm International) AV Provider of Excellence, or APEX. The APEX program is designed for integration companies and AV design consulting firms dedicated to upholding industry excellence by providing quality service to customers. The APEX program recognizes companies based on the number of employees holding key industry certifications, including AVIXA CTS credential, completion of continuing education classes, and positive customer survey responses.

Industry Partnerships



New Era is a member of USAV Group (USAV), a professionally managed national association of leading AV solution providers. Headquartered in Denver, Colorado, USAV is led by a senior management team with experience in distribution, construction, sales and marketing, engineering, information technology, e-commerce, investment banking, mergers and acquisitions, strategic planning, and business integration.

Our affiliation with USAV permits us to share valuable intelligence and resources among affiliated dealers, including professional management support, shared best practices and market intelligence, competitive product pricing and exclusives, and national support and service via the growing dealer network.



New Era is a member of the National Systems Contractors Association. NSCA is the leading not-for-profit association representing the commercial electronic systems industry. The National Systems Contractors Association is a powerful advocate of all who work within the low-voltage industry, including systems contractors/integrators, product manufacturers, consultants, sales representatives, architects, specifying engineers and other allied professionals.

About New Era Technology

System Functionality

1. Display
 - a. New Era will leverage the existing (3) displays that are ceiling mounted in the boardroom.
 - b. New Era will install (1) new ceiling mounted 55" display in the rear of the room.
2. Source
 - a. There will be multiple sources available to view on the displays, as follows:
 - i. Cable TV (existing, provided by East Goshen) will be connected to input (2) of the front right display and will not be integrated into the larger A/V system.
 - ii. Apple TV (existing, provided by East Goshen) will be connected to input (3) of the front right display and will not be integrated into the larger A/V system.
 - iii. A new HDMI Wall plate for local HDMI sharing in the room. This will be integrated into the A/V system and is a laptop connects, the content will be mirrored on all (4) displays.

System Functionality



iv. A Barco ClickShare wireless conferencing device.

1. The Barco ClickShare CX-50 will be provided with (2) USB dongles to allow laptops to connect to the system.
2. Using the dongles, end users can connect their laptop to share content, or host a video call. All call control will be done from the end users laptop.

HDMI distribution amplifiers will be installed to extend the signal to all (4) displays in the room. The displays will always show the same content.

Audio

The existing ceiling speakers will be replaced with (8) new JBL speakers for distributed audio in the room

The existing gooseneck microphones will be replaced with new Shure Gooseneck Microphones and Delegate conference units

- i. These microphones include a built in loud speaker for audio reinforcement, ensuring each member can hear each other clearly. The audio will also be ingested into the Barco Clickshare bridge to be heard on the Zoom calls.
- ii. Speak and mute buttons are available at each seat with LED status indicators (green/red).
- iii. These will be wired microphones and require a cable pathway back to the rack room. This can be an over carpet

System Functionality

raceway.



The exiting handheld microphone will be replaced with a wireless handheld microphone, that can be used anywhere in the room, including at the podium location.

Video
A Vaddio Roboshot Conferencing camera will be installed on the rear wall of the room to capture all board members and the podium for guest speakers.



System Functionality

5. Control

- a. A Crestron 10.1 in touch panel will provide in-room controls of the following
 - i. Camera with predetermined Pan/Tilt/Zoom presets
 - ii. Microphone mute
 - iii. Audio volume
 - iv. System Power on/off



Roles and Responsibilities

Client to provide the following:

1. Provision of mounting space and operating environment suitable for New Era Technology specified equipment, including vibration and ambient noise requirements
2. Supply and Installation of risers, conduit, raceways, and core drilling
3. Network connectivity and firewall traversal
4. Structured wiring

New Era to provide the following:

1. On-site installation of listed AV equipment
2. Low voltage wiring, cabling, and connections
3. Pre-fabricated rack assemblies

Equipment: Agnostic 08.2021

Mfg	Item	Product Description	Qty	Price	Ext. Price	Room
	NEWERAOFE	OFE Display	3	\$0.00	\$0.00	Display

Equipment: Agnostic 08.2021

Mfg	Item	Product Description	Qty	Price	Ext. Price	Room
	NEWERAOFE	OFE Apple TV Not Integrated	1	\$0.00	\$0.00	Source
	NEWERAOFE	OFE Cable Box Not Integrated	1	\$0.00	\$0.00	Source
	NEWERAOFE	OFE Laptop	1	\$0.00	\$0.00	Source
	CRESTHDTX101C1G EBT	DM Lite – HDMI® over CATx Transmitter, Wall Plate, Black Tex	1	\$238.00	\$238.00	Source
	CRESTHDDA44KZE	1:4 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support	1	\$344.00	\$344.00	Source
	EXTRO2666306	HDMI Ultra/6 - 6 (1.8 m)	10	\$42.92	\$429.20	Source
Barco	BARCOR9861522NA	ClickShare CX-50	1	\$2,110.00	\$2,110.00	Video
	VADDI99999200000 W	RoboSHOT 12E USB WHT	1	\$3,070.00	\$3,070.00	Video
	VADDI9991005032	USB 3.0 EXTENDER SYSTEM N/A	1	\$1,460.00	\$1,460.00	Video
	EXTRO6084921	XPA 1002 Plus, Amplifier	1	\$406.00	\$406.00	Audio
	JBLXXCONTROL24CT	4" CEILING SPKR W/X-FORMER (2 PER CTN)	8	\$110.00	\$880.00	Audio
Shure	SHUREMXC605	Portable Conference Unit	9	\$261.00	\$2,349.00	Audio
	SHUREP300IMX	Intellimix Audi Conferencing processor, comes with rack moun	1	\$1,187.00	\$1,187.00	Audio
	PAKEDSX8P	8-Port Managed Switch with 8 PoE or Up to 4 PoE+	1	\$375.00	\$375.00	Audio
	NEWERACUSTOM	Wall Mount Equipment Rack	1	\$625.00	\$625.00	Rack
	SHUREMXCW2SM58	HANDHELD	1	\$593.00	\$593.00	Audio
	SHUREDISCCU	Central Control Unit for DDS 5900 and DCS 6000,and MXC. EXC	1	\$827.00	\$827.00	Audio
	SHUREGM406MS	6" gooseneck mic for DIS systems (5900/6000), with MINI SHOT	9	\$199.00	\$1,791.00	Audio
	SHURES�XD24B58G 58	Wireless Vocal System with BETA 58	1	\$624.00	\$624.00	Audio
	SHURESБ903	Lithium-Ion Battery for SLX-D	1	\$43.00	\$43.00	Audio
Crestron	CRESTTS1070BS	10.1 in. Tabletop Touch Screen, Black Smooth	1	\$1,875.00	\$1,875.00	Control
Crestron	CRESTRMC4	4-Series™ Control System	1	\$625.00	\$625.00	Control

Subtotal: **\$19,851.20**

Optional: Display Add

* Optional

Mfg	Item	Product Description	Qty	Price	Ext. Price	Room
NEC	NECXXM551	MultiSync M551 - 55" LED LCD Public Display Monitor, 3840 x 2160 (UHD), 24/7, 500 cd/m2, Landscape/Portrait, HDMI In x2, DisplayPort In, Audio Mini-Jack Out, Full bidirectional control through RS232C and LAN, Accepts Intel® Smart Display Module Small, Lar	1	\$1,592.00	\$1,592.00	
Chief	CHIEFRMC1	CEILING MOUNT, MEDIUM, FIT MOUNT, BLACK	1	\$206.00	\$206.00	
Chief	CHIEFCMA100	CMA-100 COLUMN/FLAT CEILING MT	1	\$150.00	\$150.00	
Crestron	CRESTHDTX101CE	DM Lite® Transmitter for HDMI® Signal Extension over CATx Cable	4	\$207.00	\$828.00	
Crestron	CRESTHDRX101CE	DM Lite – HDMI® over CATx Receiver, Surface Mount	4	\$207.00	\$828.00	
NET-WC	WC-Install	Install Field Labor Services	1	\$348.00	\$348.00	

* Optional Subtotal: **\$3,952.00**

Agnostic Integrated Services

Description	Price	Qty	Ext. Price
Engineering Services			\$1,760.00
Project Management Services			\$1,536.00
Programming Services			\$3,072.00
Fabrication / Staging Services			\$544.00
Installation Services			\$4,890.00
Non-Equipment Costs			\$1,918.00
Advanced Advantage			\$1,000.00

Subtotal: **\$14,720.00**

Standard Terms & Conditions

1. Unless otherwise specified, the following list of terms and conditions are hereby incorporated as an integral part of the attached proposal.
2. The Proposal is valid for a period of thirty days from issuance unless otherwise renewed in writing by New Era Technology, hereto referred to as New Era. All proposals are subject to change to reflect escalation of equipment and/or labor costs.
3. New Era reserves the right to revise or withdraw this Proposal prior to written acceptance by the Client.
4. All labor hours indicated are estimates based upon anticipated conditions and reflect continued and unrestricted access to the jobsite and facility where the work is to take place. Any change to conditions, access restrictions, interruptions, work stoppages or rescheduling of work not directly caused by New Era may result in additional negotiated labor charges.
5. All field labor is NON-UNION unless otherwise specified.
6. All labor hours are based on regular working hours, Monday through Friday, 8:00AM – 5:00PM. Any work outside of these hours may result in additional charges.
7. Client is responsible for providing the items identified in the Roles and Responsibilities section above, as well as the costs of any permits required for the work. Any equipment ordered for the project but returned at client discretion is subject to a restocking fee.
8. Provided credit terms have been approved by New Era, a Payment equal to one third of the total value of the Proposal, is required prior to the commencement of work. Payment of an additional one third is due upon delivery of system equipment. Final Payment will be due upon completion of the project or client acceptance of beneficial use, whichever comes first. Payment terms are net thirty (30) from date of invoice.
9. Partial Invoicing for equipment purchased, received and stored more than thirty days by New Era on behalf of the Client shall be acceptable in instances where delivery and/or installation cannot be accomplished within the thirty-day billing period.
10. Freight: All freight is FOB West Chester, Pre-Pay and Add. New Era will pre-pay and add all freight charges to the final Invoice. Some items may drop ship from the manufacturer to the job site.
11. One-year warranty on workmanship includes all cabling, connectors, and installation from date of beneficial use.
12. Ninety-day warranty on equipment includes all installed New Era provided equipment from date of beneficial use. Manufacturer's warranties which extend beyond ninety days will be honored on a 'carry-in' basis.
13. By issuance of a contract or purchase order referencing this Proposal, the Client hereby acknowledges and agrees to comply with these Terms and Conditions of the Proposal.

Boardroom AV Upgrades

Prepared by:

New Era Technology

Stephanie Hoffmeier
 208 Carter Drive
 Suite 7
 West Chester, PA 19382

610-719-6237
 Stephanie.Hoffmeier@NewEraTech.com

Prepared for:

East Goshen Township

1580 Paoli Pike
 West Chester, PA 19380
 Susan D'amore
 (610) 692-7171
 sdamore@eastgoshen.org

Quote Information:

Quote #: 010618

Version: 1
 Delivery Date: 09/14/2021
 Expiration Date: 09/30/2021

Quote Summary

Description	Amount
Equipment: Agnostic 08.2021	\$19,851.20
Agnostic Integrated Services	\$14,720.00
Total:	\$34,571.20

*Optional Expenses

Description	One-Time
Optional: Display Add	\$3,952.00
Optional Subtotal:	\$3,952.00

New Era Technology

Signature: _____
 Name: _____
 Title: _____
 Date: _____

East Goshen Township

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 Purchase Order #: _____



East Goshen Township
Dais Upgrade

INTEGRATED SYSTEMS PROPOSAL

system, and press the button on the touch panel to start the meeting. Other participants can join in from their location by activating the link sent out in the invitation.

4. Scope of Work

4.1 Dais Upgrade

- 4.1.1 Vistacom will furnish and install one (1) Barco ClickShare which will allow for the presenter to share content from anywhere in the Dais wirelessly. This will also include all associated accessories such as holding tray and additional buttons.
- 4.1.2 Vistacom will furnish and install one (1) matrix switcher which will be located in the rack. This will allow a seamless transition between sources from the touch panel.
- 4.1.3 Vistacom will furnish and install one (1) distribution amplifier in the rack. This will allow for proper audio distribution throughout the space.
- 4.1.4 Vistacom will furnish and install one (1) Pan-Tilt-Zoom camera with a ceiling mount to allow for presets to capture multiple views of the Dais and lectern. This will also include a USB capture SDI 4K plus.
- 4.1.5 Vistacom will furnish and install nine (9) gooseneck microphones to replace all the existing goosenecks at the Dais and one (1) gooseneck microphone at the lectern.
- 4.1.6 Vistacom will furnish and install two (2) bodypack and vocal combo system to replace the existing one in the Dais.
- 4.1.7 Vistacom will furnish and install two (2) fixed digital signal processors in the rack to maintain a clear and concise audio to be passed to the far end.
- 4.1.8 Vistacom will furnish and install six (6) ceiling speakers to adequately cover the entire space.
- 4.1.9 Vistacom will furnish and install one (1) 5-inch wall mounted touch panel. This will provide control for the entire system, including starting the meeting, controlling room audio, and camera control.



East Goshen Township
Dais Upgrade

INTEGRATED SYSTEMS PROPOSAL

4.1.10 Vistacom will furnish and install one (1) portable rack for proper ventilation as well as surge protection.

4.2 Optioned out Display

4.2.1 Vistacom will furnish and install one (1) 65-inch display along with associated tilt wall mount.

4.3 Project responsibilities for Vistacom and other team members are detailed within the Project Responsibilities Matrix in Appendix I.

5. Clarifications and Exclusions

5.1 Work hours are understood to be regular business hours, Monday through Friday, excluding holidays. No overtime, shift differentials, or premium costs are currently included.

5.2 Vistacom on-site labor is confirmed as open shop, technical labor. No union labor is included.

5.3 Unless otherwise noted, all AC power and conduit infrastructure is to be provided by others. Vistacom recommends separating the power for the audiovisual system from all other distribution which will minimize any interference that is introduced into the audiovisual system from the electrical system.

5.4 Due to current supply chain issues, product substitutions may be necessary for consideration. If this need arises, Vistacom will work with you to find the best technical and most cost-effective alternate(s).

6. Standard Terms and Conditions

Please reference www.vistacominc.com/termsandconditions for Vistacom's standard terms and conditions including but not limited to general terms, technical standards, networking requirements, work by other clarifications, and installation practices. These Standard Terms and Conditions are included in this Proposal and shall become part of the agreement for this project.



East Goshen Township
Dais Upgrade

INTEGRATED SYSTEMS PROPOSAL

7. Training

End User Training

- 7.1 A Vistacom trainer will provide for one hour of end user training for each different room type within the installed systems. Certain rooms that are similar in operation will be grouped together for a single training session.
- 7.2 Prior to training scheduling, Vistacom will submit an outline that details the topics to be reviewed during training. This typically will include an overview of system components, physical layout, hands-on training of the system's operation, typical errors, service and support, and additional training services.
- 7.3 A laminated quick start guide will be used during the training and will be placed in each room.

8. System Pricing and Proposal Acceptance

Payment Terms

The following payment terms assume approved credit.

- 8.1 40% Deposit Due Upon contract acceptance and project mobilization
- 8.2 40% Due Upon completion of AV9000 quality assurance shop testing
- 8.3 10% Due Upon substantial completion/beneficial use
- 8.4 10% Net due 30 days upon final completion
- 8.5 If punch list correction or training cannot be completed due to circumstances outside Vistacom's control, client shall provide final payment and pending open items shall be completed whenever possible.

System Investment Pricing



East Goshen Township
Dais Upgrade

INTEGRATED SYSTEMS PROPOSAL

Dais Upgrade \$ 39,640.21
 Optioned Out Flat Panel display \$ 3,574.56

Base System Investment \$ 39,640.21

- OPTIONAL – Extend Standard Warranty to 3 Total Years \$ 7,789.64
- OPTIONAL – Extend Standard Warranty to 5 Total Years \$ 15,579.29

9.10. Total system investment does not include any applicable sales or use taxes. If tax exempt, a current tax certificate must be provided with the signed proposal or purchase order.

9.11. Pricing will be valid for no more than thirty (30) days from the date on the proposal.

Signature indicates acceptance of the statement of work, system investment, Vistacom Standard Terms and Conditions, and payment details.

SUBMITTED BY:

Signature

Dillon van Spanje
Account Executive

ACCEPTED BY:	
Signature	_____
Name	_____
Title	_____
Date	_____



East Goshen Township – Conference Room Upgrades

COSTARS 003-099 Contract Pricing

Created by:

Nicholas Barber Haverford Systems Inc.

Prepared for:

Derek Davis East Goshen Township



Haverford Systems Inc.
 152 Robbins Rd
 Downingtown, PA 19335

Detailed Pricing

Pricing Breakdown

Aug 25, 2021

Quote Ref.: HSII 489
 Exp. Date: Sep 30, 2021

Prepared for East Goshen Township
 Derek Davis
 ddavis@eastgoshen.org

EAST GOSHEN POLY ZOOM ROOM		QTY	MSRP/MAP	COSTARS PRICE	SUBTOTAL
POLY EQUIPMENT					
<input type="checkbox"/>	Poly Studio E70 Studio E70 auto track 4k USB camera with dual lens, multi-microphone array. Electronic Pan Tilt, Digital Zoom. Cable: 2m USB A-C, 4.6m Ethernet cable. Wall mount bracket.	1	\$3,499.95	\$3,149.99	\$3,149.99
<input type="checkbox"/>	Poly G7500 4k Base Unit & TC8 Pre-configured for Zoom:Poly G7500 4k Base Unit & TC8:G7500 4k Video Codec & Wireless Presentation Sys,Touch Cntrl,BT remote	1	\$5,698.00	\$5,128.20	\$5,128.20
<input checked="" type="checkbox"/>	Poly EagleEye IV-4X Camera Includes 3m HDCI digital cable	1	\$3,299.00	\$2,969.10	\$2,969.10
<input type="checkbox"/>	Polycom Advantage, Three Year, Poly G7500 4k Base Unit & TC8	1	\$1,795.00	\$1,615.50	\$1,615.50
<input type="checkbox"/>	Premier, Three Year, Poly Studio E70 Auto Track 4K USB camera	1	\$756.95	\$681.25	\$681.25
					\$13,544.04
CONFIDENCE MONITOR AND MOUNT					
<input type="checkbox"/>	NEC C861Q 86" C861Q 86"-Class 4K UHD Commercial IPS LED Display	1	\$6,214.00	\$5,592.60	\$5,592.60
<input type="checkbox"/>	Chief X-Large Fusion XSM1U Static wall mount for LCD display - lockable - black - screen size: 55-inch-100-inch	1	\$295.00	\$236.00	\$236.00
					\$5,828.60
MICROPHONES AND AUDIO					



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 152 Robbins Rd
 Downingtown, PA 19335

QSC Audio Digital Signal Processor Q-SYS Core 110f	1	\$3,670.00	\$2,936.00	\$2,936.00
QSC Audio Amplifier SPA2-60: 70V Audio Amplifier	1	\$625.00	\$500.00	\$500.00
Shure MXCW640 Wireless Conference Unit Wireless Conference Unit (Includes SB930 Battery)	10	\$1429.00	\$1,148.85	\$11,488.50
Shure MXCWNCNCS Networked Charging Station 10 Bay Battery Charger	1	\$1,070.00	\$862.50	\$862.50
Shure MXC420/C Cardioid Gooseneck Microphone 16"	10	\$207.14	\$166.75	\$1,667.50
Shure MXCWAPT Access Point Transceiver	1	\$3570.00	\$2,875.00	\$2,875.00
Shure SLXD24/SM58 Digital Wireless Handheld Microphone System with SM58 Capsule	1	\$699.00	\$699.00	\$699.00
QSC AC-C6T 6-1/2" commercial in-ceiling speakers	6	\$139.00	\$111.20	\$667.20

\$21,695.70

VIDEO DISTRIBUTION

Crestron 1:4 HDMI Distribution Amplifier HD-DA4-4KZ-E: \Splits one HDMI® source to four separate outputs	1	\$550.00	\$440.00	\$440.00
Crestron DM Lite – HDMI® over CATx Transmitter, Surface Mount \ HD-TX-101-C-E: \ Pairs with a DM Lite receiver to provide a simple point-to-point signal extender for HDMI® signals up to UHD and 4K.	4	\$330.00	\$206.25	\$825.00
Crestron DM Lite – HDMI® over CATx Receiver, Surface Mount \ HD-RX-101-C-E: Pairs with a DM Lite transmitter to provide a simple point-to-point signal extender for HDMI® signals up to UHD and 4K.	4	\$330.00	\$264.00	\$1,056.00

\$2,321.00

AV EQUIPMENT RACK



Haverford Systems Inc.
152 Robbins Rd
Downingtown, PA 19335

Middle Atlantic BRK10 Laminate Rack	1	\$244.00	\$207.40	\$207.40
10 RU Equipment Rack				

\$207.40

LABOR/CABLING

Labor	115	\$99.00	\$89.10	\$10,246.50
Raw Cabling/Hardware	1		\$1,970.02	\$1,970.02

\$12,216.52

Discount **\$0.00**

Tax **\$0.00**

Total \$55,813.26



Haverford Systems Inc.
152 Robbins Rd
Downingtown, PA 19335

Terms and Conditions

Terms and Conditions:

- Proposals are valid for thirty (30) days following issue. Should you wish to reconsider a project at a later date, we will review and revise the proposal and timeline to reflect current conditions.
- Proposals reflect present knowledge of existing conditions. Unforeseen conditions, such as the need for overcoming previously unknown construction obstacles, can significantly affect project costs and timeline estimates.
- This proposal and its entire scope of work are limited to the explicit scopes of work and systems descriptions as defined herein. Any changes or modifications beyond these explicit scopes and descriptions may require additional charges, which must be contracted for with guaranteed payment before changes or modifications can be accepted and completed.
- This proposal, its technical design and details and all of its other contents represent a pre-contract investment by Haverford Systems, Inc. and as such, are the sole property of Haverford Systems, Inc. This proposal is provided for engineering reference only and may not be used for the purposes of acquiring competitive bids.
- Shipping charges are additional unless where otherwise stated. Applicable shipping charges will be prepaid and added to the invoice.
- Any and all taxes on the transaction will be added to the invoice and will be the responsibility of the buyer
- Proposal is based upon industry standard hours of Monday – Friday 8AM thru 5PM. Work conducted outside these times may be billed at an overtime rate.



Haverford Systems Inc.
152 Robbins Rd
Downingtown, PA 19335

DATE:

Derek Davis
East Goshen Township

Dear Derek,

Thank you very much for the opportunity to provide you with this Proposal and Contract. We appreciate the time spent describing your objectives for this project. Haverford Systems' Integration Team has carefully considered your requirements. Please review this proposal and feel free to contact us with any questions you may have.

Best regards,

Nicholas Barber

Scope of Work

HSI will provide and install:

A new conferencing system that will allow people to be brought into the meetings via video conferencing.

We will upgrade the existing mics, audio processor, amp, speakers, new display, etc, while utilizing the three existing monitors.

Polycom Conferencing System

- Includes touch panel (Poly TC8) for conferencing system control. Quickly create and join Zoom meetings via this touch panel.
- Poly G7500 video conferencing Codec
- HDMI input for content sharing and presentations
- Poly E70 camera for a large meeting room
- Optional Poly EagleEye IV camera.

Audio:

- Replace existing gooseneck mics. Install new Shure wireless gooseneck conferencing units. Includes the ability to push-to-talk and to vote via a small touch screen. Includes a 10 bay battery charging station.
- Install Shure wireless microphone at the podium location.
- Replace mic mixers with new QSC audio signal processor (core 110f)
- Install speakers with QSC 6.5" ceiling speakers (quantity 6)

Video:

- Install new NEC 86" Commercial 4K Display
- Install Chief Mount for NEC Display
- Distribution amplifiers will be installed to mirror the image on all 4 displays.

Equipment Location

- Install new equipment rack to house all gear in the closet.

Client Responsibilities:

1. Provision of mounting space and operating environment suitable for HSI specified equipment, including vibration and ambient noise requirements
2. Supply and Installation of risers, conduit, raceways, and core drilling
3. Network connectivity and firewall traversal
4. Structured wiring



Haverford Systems Inc.
152 Robbins Rd
Downingtown, PA 19335

5.Owner-supplied equipment

Haverford Systems Workmanship Warranty Description

If your system was installed by Haverford Systems, it is supported by a 1 full year Workmanship Warranty, starting from the date of owner sign-off. As these systems are typically heavily integrated, using products from many manufacturers and software publishers, and are additionally integrated with owner provided and 3rd party provided products and systems, it is important to understand what is covered by our Workmanship Warranty. Haverford Systems does everything that we can to guarantee a successful deployment and lifecycle for every system that we install but many things are not under our control and responsibility must be taken by owner or other involved parties.

Workmanship Warranty – What is covered

- System Design (system design must be capable of fulfilling written system scope as proposed in writing)
- Product selection (all products proposed must be appropriate and suitable for proposed use)
- Product placement (all equipment must be located per system design scope, as approved by owner, during scope development or as modified scope by owner during installation)
- Initial Cable pull integrity (cables must not be damaged during routing)
- Cable terminations (cable terminations must be installed/performed properly)
- Mounting hardware (must be suitably chosen and installed per manufacturer's specifications and any applicable codes)
- Assembly (all components must be assembled per system design)
- Equipment configuration (all proposed equipment must be configured according to design scope)
- System testing (all systems must be fully tested under normally expected operating conditions)
- System training (owner representative must be trained in each major aspect of end user system operation)

Workmanship Warranty – What is NOT covered

A Workmanship Warranty is only designed to cover issues that the provider has direct and sole control over and that are specifically part of the proposed system and are solely supplied by the provider. There are many elements of an integrated system which must be managed and supported by the owner themselves or by third parties. Some of them are described below. These are examples only and this is not an exhaustive list.

- All of the products purchased directly from Haverford Systems are covered by an original manufacturer's warranty of some specific length and scope. The length and scope of these warranties can vary greatly. It is important for you to understand that manufacturer warranties are always limited to varying degrees. Most manufacturers' warranties do not cover: troubleshooting, on-site labor and expenses, loaner equipment or freight expenses for products sent back to and returned from the factory for repair. These additional services (and their associated costs) may be necessary to provide full service of your systems.
- Consumable and high wear items (e.g. projector lamps, filters, interface cables, etc...)
- Component repair or replacement cost for equipment failure outside of manufacturer's warranty scope or

manufacturer's warranty period.

- Replacement or repair costs of any items damaged by abuse or misuse.
- Replacement or repair costs of any items damaged by environmental factors (incl. heat, liquid, smoke, dust, etc...)
- Replacement or repair costs of any items damaged or altered by any party other than Haverford Systems personnel, including other system or service providers.
- Incompatibility relating to owner furnished equipment or systems.
- Programming and other changes to functionality that diverge from the original project design.
- Suitability or proper configuration/operation of owner's infrastructure, including IP or other networks, buildings and furniture.
- Changes to configuration of owner networks or other integrated systems after system has been signed off by owner.
- 3rd Party software, including any operating systems or firmware and including software, firmware and operating system updates.
- Failure or sub-par performance of systems related to any 3rd party or owner provided equipment, software, furniture, infrastructure or systems.
- Any systems, equipment or work provided by 3rd party providers and tradespeople.
- End user operator errors or operator capability limitations of any kind with regard to system use operation or maintenance.
- End user or third party provided content for processing, presentation or distribution.
- Geometric, acoustical, optical, thermal or other physical limitations of owner's provided space for proposed systems.

Workmanship Warranty – Summary

When working with an integrated systems provider, it is important to a system owner's success to understand the limitations and responsibilities of each party involved. If an issue with system performance arises, Haverford Systems will do everything that they can to help you to identify the cause of the issue and if covered under our Workmanship Warranty to correct the issue. If the cause of the issue is unclear or is clearly the fault of something that does not fall under the Workmanship Warranty, we will help to identify the next steps toward correction but will not be held liable for troubleshooting or corrections that fall under the owner's or a 3rd party's responsibility. As an experienced and professional systems integrator, Haverford Systems will always strive to make every effort to alert owner to any potential failure modes that are not covered by the Workmanship Warranty so that they can be avoided or managed by owner.

Additional Support – What can we offer

Haverford Systems can also offer additional support services, such as customized HavaCare™ service contracts, that will help to bridge some of these gaps in overall system support. Some of the things that may be covered under HavaCare™ include: priority service response, system troubleshooting, equipment manufacturer warranty



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facilitation, limited software, firmware and operating system updates, consumables/wear items replacement (labor only) as well as periodic preventative maintenance and system testing.



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HavaCare Service

Why Choose HavaCare™:

If your system was installed by Haverford Systems all workmanship is supported for 1 full year. All of the products purchased from Haverford Systems are also covered by an original manufacturer's warranty. It is important for you to understand that manufacturer warranties are limited. Most manufacturers' warranties do not cover: troubleshooting, on-site labor and expenses, loaner equipment or freight expenses for products sent back to and returned from the factory for repair. These services are necessary to provide full service of your systems. With HavaCare™ you get peace of mind, knowing that your systems will always be working when you need them.

Haverford Systems Service Options

Choose the coverage type and payment plan that works best for your organization.

Prepaid Plans:

1. **HavaCare™ Priority** Service Agreement
2. **HavaCare™ Platinum** Service Agreement (includes equipment insurance)
3. **HavaCare™ Annual Budget Plan** Service Agreement (guaranteed value)

Pay as you go Plans:

1. **T&M** - Time and Materials Based Repair and Maintenance Services
2. **Lump Sum** - Proposed Project Based Repair and Maintenance Services

HavaCare™ Priority Description:

During each year of HavaCare™, Haverford Systems will provide free and unlimited toll-free technical telephone support with 1 hour response time. Haverford Systems will also provide 24 hour response time for on-site technical service. If phone support fails to correct technical issues with the system, a field technician will respond **on-site** within one business day of reporting the problem. Technical service will provide for troubleshooting and repairing the system as required, to return it to full functionality. A field technician will also make a scheduled site visit once each year for preventative maintenance, cleaning, testing and tuning of the system and components. The integrity of all cabling and connections is explicitly covered by this warranty as far as these cables and connections are part of the original system and have not been changed or tampered with by any other party than Haverford Systems. All service calls are immediately logged with a Field Service RMA issued to the client. All Field Service RMAs are actively managed until all related issues are resolved.

HavaCare™ Priority Benefits:

- Priority Technical Support on Toll Free Phone Line – 1 Hour Response Time



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- Priority Troubleshooting and Repair Service – 24 Hour On-Site Response Time
- Consumable Replacement Labor (e.g. projection lamp - cost of consumable materials is not included)
- Annual System Preventative Maintenance, Cleaning, Testing and Tuning
- Facilitation of Manufacturer's Warranties
- Facilitation of Manufacturer Provided Loaners and Replacements (where applicable).
- Local authorized display repair service performed by Haverford Systems. (not exclusive to HavaCare™)

HavaCare™ *Platinum* Description:

The same great service as HavaCare™ *Priority* - with the addition of equipment insurance. Designed for organizations that cannot build equipment replacement into their operating budgets.

HavaCare™ *Platinum* Benefits:

- The same great benefits as HavaCare™ *Priority*
- When equipment fails, it will be replaced without additional cost, even after original manufacturer's warranty has expired.

HavaCare™ *Annual Budget Plan* Description:

Set your own monthly service budget and accrue unused service \$\$ towards new equipment and systems purchases.

HavaCare™ *Annual Budget Plan* Benefits:

- The same priority response as HavaCare™ *Priority*. The same great benefits as HavaCare™ *Priority*.
- Annual or Monthly Billing.
- Service charges are billed against budget balance for each term.
- End of year unused balance is available as new equipment or project purchase credit for one year after budget term.
- Over-budget converts to simple *T&M* billing for remainder of budget term. All other *Priority* benefits continue for budget term. However, Budget amount may be modified on the first of each month to adjust for experience, if desired.

HavaCare™ *Priority* & *Platinum* Limitations:

Items not included or covered by HavaCare™ *Priority* or *Platinum* Plans:

- Consumable items (e.g. projector lamps, filters, etc...)
- Component repair or replacement cost for equipment failure outside of mfg's warranty or warranty period, (except for *Platinum*).



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- Replacement or repair costs of any items damaged by abuse or misuse.
- Replacement or repair costs of any items damaged by environmental factors (incl. heat, liquid, smoke, dust, etc...)
- Replacement or repair costs of any items damaged or altered by any party other than Haverford Systems personnel.
- Incompatibility relating to client furnished equipment or systems.
- Programming and other changes to functionality that diverge from the original project design.
- Delays in scheduled service, due to client use or other limited access to systems and rooms or reasons otherwise not caused by Haverford Systems, may be subject to additional charges to client.
- On-Site Field Service is normally provided between the hours of 7:00 am and 5:30 pm during the working week.

HavaCare™ *Priority & Platinum* Discounted Rates:

- **HavaCare™ *Priority* and *Platinum* Service Agreements are available with Yearly and Discounted Multi-Year Rates.**
- **HavaCare™ *Priority* and *Platinum* Service Agreements are available with Discounted Multi-Room Rates.**
- **Partial year coverage is always available on a pro-rated basis.**



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Payments and Payment Schedule

Payment Schedule

- 40% deposit with order
- 40% payment upon sufficient completion or delivery of equipment
- 20% payment upon final sign off

Acceptable Forms of Payment

- Purchase orders upon with Terms upon credit review
- Company Check
- Credit Card, VISA, MC, AMEX, Discover
- EFT, direct or other forms



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Signature and Acceptance

East Goshen Township

MEMO

Date: September 15, 2021
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Pipeline Task Force – Request to Send Comments to the County

At their September 9th meeting, the Pipeline Task Force (PTF) made a motion to send a request to the Board of Supervisors to allow the PTF to send the following comments to the county's Emergency Management Coordinator (EMC):

Comments:

1. In Section 4.4 Hazard Vulnerability Summary, specifically Tables 4.4-3 and 4.4-4, in regards to "Environmental Hazards - Gas and Liquid Pipeline Incidents," the East Goshen Pipeline Task Force recommends that the IMPACT level assigned to a Gas & Liquid Pipeline Incident be raised to either a Level 3 CRITICAL or Level 4 CATASTROPHIC. The Impact Level 2 currently assigned to a Gas and Liquid Pipeline Incident indicates "minor injuries only". We believe this is an under-estimation of the impact of a leak or rupture involving gas and/or liquid pipelines. Not only are the pipelines transporting materials that are highly explosive, under high pressure, in population-dense High Consequence Areas, but many locations in Chester County have multiple large-diameter pipelines co-located in the same Right-of-Way which would amplify the impact of a leak involving any single pipeline.

Additionally, the recent ruling by PUC Administrative Judge Elizabeth Barnes in the Flynn et al vs. Sunoco case (in which Chester County was an Intervenor) specifically states that "Death, burns, serious injuries, frostbite or asphyxiation are possible result hazards/consequences of Highly Volatile Liquids (HVLs) and their ignition [that SPLP public awareness flyers do not mention]."

2. The Task Force also requests a clarification of what defines "Spatial Extent". In the event of a HVL pipeline rupture, the blast radius alone could extend up to a half mile, but the area impacted would be much greater with loss of critical services, structures, and the need for support to be drawn from surrounding areas.

The current rating of Level 1 indicates "Less than 1% or Negligible" Spatial Impact although it would be highly challenging for any individual township to manage a response individually and the County itself may require assistance from surrounding Counties or the State. We encourage a clearer definition or a revisit of the current rating.

The Hazard Vulnerability information referenced in the comment is attached with this memo.

Motion: Mr. Chairman, I move we allow the East Goshen Pipeline Task Force to submit the their requested comments to Chester County's Emergency Management Coordinator and/or any other individual deemed appropriate at the county's Department of Emergency Services.



Table 4.4-3. Summary of Risk Factor (RF) Approach

Summary of Risk Factor (RF) Methodology				
Risk Assessment Category	Degree of Risk			Weight Value
	Level	Criteria	Index	
PROBABILITY <i>What is the likelihood of a hazard event occurring in a given year?</i>	UNLIKELY	LESS THAN 1% ANNUAL PROBABILITY	1	30%
	POSSIBLE	BETWEEN 1% & 49.9% ANNUAL PROBABILITY	2	
	LIKELY	BETWEEN 50% & 90% ANNUAL PROBABILITY	3	
	HIGHLY LIKELY	GREATER THAN 90% ANNUAL PROBABILITY	4	
IMPACT <i>In terms of injuries, damage, or death, would you anticipate impacts to be minor, limited, critical, or catastrophic when a significant hazard event occurs?</i>	MINOR	VERY FEW INJURIES, IF ANY. ONLY MINOR PROPERTY DAMAGE & MINIMAL DISRUPTION ON QUALITY OF LIFE. TEMPORARY SHUTDOWN OF CRITICAL FACILITIES.	1	30%
	LIMITED	MINOR INJURIES ONLY. MORE THAN 10% OF PROPERTY IN AFFECTED AREA DAMAGED OR DESTROYED. COMPLETE SHUTDOWN OF CRITICAL FACILITIES FOR MORE THAN ONE DAY.	2	
	CRITICAL	MULTIPLE DEATHS/INJURIES POSSIBLE. MORE THAN 25% OF PROPERTY IN AFFECTED AREA DAMAGED OR DESTROYED. COMPLETE SHUTDOWN OF CRITICAL FACILITIES FOR MORE THAN ONE WEEK.	3	
	CATASTROPHIC	HIGH NUMBER OF DEATHS/INJURIES POSSIBLE. MORE THAN 50% OF PROPERTY IN AFFECTED AREA DAMAGED OR DESTROYED. COMPLETE SHUTDOWN OF CRITICAL FACILITIES FOR 30 DAYS OR MORE.	4	
SPATIAL EXTENT <i>How large of an area could be impacted by a hazard event? Are impacts localized or regional?</i>	NEGLIGIBLE	LESS THAN 1% OF AREA AFFECTED	1	20%
	SMALL	BETWEEN 1 & 10.9% OF AREA AFFECTED	2	
	MODERATE	BETWEEN 11 & 25% OF AREA AFFECTED	3	
	LARGE	GREATER THAN 25% OF AREA AFFECTED	4	
WARNING TIME <i>Is there usually some lead time associated with the hazard event? Have warning measures been implemented?</i>	MORE THAN 24 HRS	SELF-DEFINED	1	10%
	12 TO 24 HRS	SELF-DEFINED	2	
	6 TO 12 HRS	SELF-DEFINED	3	
	LESS THAN 6 HRS	SELF-DEFINED	4	
DURATION <i>How long does the hazard event usually last?</i>	LESS THAN 6 HRS	SELF-DEFINED	1	10%
	LESS THAN 24 HRS	SELF-DEFINED	2	
	LESS THAN 1 WEEK	SELF-DEFINED	3	
	MORE THAN 1 WEEK	SELF-DEFINED	4	

Source: PEMA 2020





Table 4.4-4. Risk Ranking for Chester County

HAZARD RISK	HAZARDS	RISK ASSESSMENT CATEGORY					RISK FACTOR (RF)
		PROBABILITY	IMPACT	SPATIAL EXTENT	WARNING TIME	DURATION	
HIGH	Utility Interruption	4	3	4	4	2	3.5
	Flood, Flash Flood, and Ice Jams	4	4	1	3	3	3.2
	Opioid Addiction Response	4	4	1	4	1	3.1
	Pandemic	2	4	4	1	4	3.1
	Tornadoes and Windstorms	3	3	4	4	1	3.1
	Environmental Hazards – Hazardous Materials Releases	4	3	1	4	2	2.9
	Invasive Species	4	1	4	1	4	2.8
	Terrorism	4	3	1	4	1	2.8
	Winter Storms	3	2	4	1	3	2.7
	Environmental Hazards - Gas and Liquid Pipeline Incidents	4	2	1	4	2	2.6
	Drought and Water Supply Deficiencies	3	1	4	1	4	2.5
MODERATE	Transportation Accidents	4	1	2	4	1	2.4
	Radon Exposure	3	1	3	1	4	2.3
	Earthquake	2	1	4	4	1	2.2
	Extreme Temperatures	2	1	4	1	3	2.2
	Structural Fires	4	1	1	4	1	2.2
	Hurricane and Tropical Storms	2	1	4	1	3	2.1
LOW	Nuclear Incidents	1	2	2	4	2	1.9
	Dam Failure	1	1	1	3	2	1.3

Based on these results, there are 11 high-risk hazards, 6 moderate-risk hazards, and 2 low-risk hazards in Chester County. Mitigation actions were developed for all high-risk, moderate-risk, and low-risk hazards (see Section 6.4). The threat posed to life and property for moderate-risk and high-risk hazards is considered significant enough to warrant the need for establishing hazard-specific mitigation actions. Mitigation actions related to future public outreach and emergency service activities are identified to address low-risk hazard incidents.

A risk assessment result for the entire county does not mean that each municipality is at the same amount of risk from each hazard. Table 4.4-5 shows the different municipalities in Chester County and the perception of whether their risk is greater than (>), less than (<), or equal to (=) the RF assigned to the county as a whole, based on feedback from county and municipal officials. Municipal officials’ responses were then reviewed and updated (as appropriate) by the Planning Team.

MEMO

Date: September 15, 2021
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Resolution 2021-208 Declaration of Local Disaster due to Tropical Storm Ida

As part of the process to apply for possible relief funding from storm damage, it is a common practice for municipalities to declare a local disaster as it pertains to the event in question. Due to Tropical Storm Ida, there was public infrastructure impacts here in East Goshen. Thankfully, not as devastating as some of our neighbors, but an impact nonetheless.

A resolution is the first step in this process. As of now, only Individual Assistance (IA) has been activated for this area. We will have to wait and see if and when Public Assistance (PA), which pertains to municipalities, will be activated as well but, for now, we can pass the resolution so it is already done by the time that happens.

If and when FEMA does have funds available for East Goshen and other municipalities, I will keep everyone updated.

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2021-208

DECLARATION OF LOCAL DISASTER EMERGENCY

WHEREAS, on or about, September 1, 2021 through September 2, 2021 Tropical Storm Ida caused injury, damage, and suffering to the persons and property of East Goshen, and;

WHEREAS, Tropical Storm Ida endangered the health, safety, and welfare of a substantial number of persons residing in East Goshen and created significant and monumental damage to homes, businesses, roads, and public infrastructure, and;

WHEREAS, emergency management measures are required to reduce the severity of this disaster and to protect the health, safety, and welfare of affected residents and property in East Goshen.

NOW, THEREFORE, BE IT RESOLVED, we, the undersigned of the Township of East Goshen, pursuant to the provisions of Section 7501 of the Pennsylvania Emergency Management Services Code, 35 Pa.C.S.A. § 7501, et seq., do hereby declare the existence of a Local Disaster Emergency in East Goshen as a result of the damage caused by Tropical Storm Ida.

FURTHER, we affirm the coordination of this municipality's emergency response activities, those actions deemed necessary to alleviate the effects of this disaster, which were necessary to aid in the timely restoration of essential public services, and the cooperation in any other emergency response actions deemed necessary to respond to this disaster.

This declaration shall be retroactive to Wednesday, September 1st, and will remain in force no more than seven (7) days from effective date.

RESOLVED AND ADOPTED, this 21st day of September, 2021.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Derek Davis, Secretary

David E. Shuey, Chairman

Michael P. Lynch, Vice-Chair

John Hertzog, Member

Michele Truitt, Member

E. Martin Shane, Member

Derek Davis

From: Bill Guyer [REDACTED]
Sent: Sunday, September 12, 2021 4:07 PM
To: David Shuey; mlynch@eastgoshen.org; John Hertzog; Michele Truitt; mshane@eastgoshen.org
Cc: Derek Davis; David Ware
Subject: Public Input - BOA Meeting Agenda - 9/14/21
Attachments: Financial Analysis of Proposals Brought To EGT Board of Supervisors.docx

Dear EGT Board of Supervisor (BOS),

I may be unable to attend the session and provide public input in-person. Hence, I am sending this advance email. I would request this email input be formally recorded in the session minutes. Please also see the attached document.

General Process Input

I've previously spoken with Supervisors Shane, Shuey, Truitt and Hertzog regarding this topic. My view is there is a gap in the process for reviewing and approving requests at the BOS sessions. Proposals brought to EGT BOS for approval appear to have varied levels of transparency regarding one-time and ongoing annual financial impacts. A lack of consistent financial summary impedes EGT BOS fiduciary responsibilities – and could result in decisions being made without a full awareness of the anticipated financial impacts. The financial impacts could be cost neutral, or could be increases or savings in one-time and ongoing annual budget costs. Please see the attached Situation-Target-Proposal (STP).

Agenda Item– Request for new Public Works employee

There is no financial information provided at all. What are the fully loaded costs – salary, any bonus, and benefits cost; including health and dental, pension, etc.? These should be fully disclosed for complete transparency. Regarding the request itself; it mentions several specifics of what tasks are driving the need for an additional employee. More due-diligence should be disclosed to provide Township residents sufficient transparency of what services are driving this staff expansion. The request should include a breakdown estimate of the items mentioned.

For example- (0.30 FTE Paoli Pike Trail ongoing maintenance, 0.35 FTE Dam projects, 0.25 FTE Park Projects, 0.10 FTE miscellaneous grounds maintenance)

Some other questions – why are special projects not funding the one-time labor required for those projects? It's also odd that the Paoli Pike Trail is mentioned as a driving factor for the staff expansion. Township residents have been repeatedly told that the ongoing cost of the Trail was negligible. In fact, at the recent public hearing regarding the use of eminent domain to seize portions of the Hick's Property for the Trail, the public was specifically advised the costs were "de minimis".

Agenda Item– Request for new High Water truck

It mentions the one-time purchase cost of \$9000. What are the ongoing annual incremental maintenance costs; both direct and indirect for labor and non-labor? Would the \$9,000 be a capital expenditure with additional annual depreciation costs? What is the expected lifetime of the truck and future replacement costs?

Lastly, to my knowledge I've not yet seen a recent budget projection of impacts to Township resident tax rates. I would suggest the EGT BOS has a fiduciary responsibility to complete and publicly disclose a tax rate impact projection (e.g. a projected increase, decrease, or unchanged); before approving any further discretionary incremental spends.

Bill Guyer
[REDACTED]