

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
1580 Paoli Pike, 2nd Floor
Tuesday, October 5, 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. Our annual Pumpkin Fest will take place at East Goshen Park on Saturday, October 16 at 10 AM.
 - b. Our Food Truck and Music Festival will take place at East Goshen Park on Saturday, October 16 from 2:30-6:30 PM.
6. Public Hearings - none
7. Emergency Services Reports
 - a. WEGO – None
 - b. Goshen Fire Co – None
 - c. Malvern Fire Co – None
 - d. Good Fellowship – None
 - e. Fire Marshal – None
8. Financial Report – None
9. Approval of Minutes and Treasurer's Report (7:10 PM to 7:15PM)
 - a. Minutes – September 14, September 21, and September 28
 - b. Treasurer's Report – September 30
10. Old Business
 - a. Consider Resolution 2021-210, amending a resolution passed in September regarding tax services provided by Chester County. (7:15 PM to 7:20 PM)
11. New Business
 - a. Small Wireless Facility (SWF) Ordinance discussion and hearing advertisement authorization led by Kim Venzie with Buckey Brion. (7:20 PM to 7:30 PM)
 - b. Consider authorization for an auditing firm selection process update for Westtown-East Goshen Police Department. (7:30 PM to 7:35 PM)
 - c. Consider authorizing advertisement for a hearing in November to consider amendment to the LED sign ordinance. (7:35 PM to 7:45 PM)
 - d. Consider accepting results of the township cleaning contract bid. (7:45 PM to 7:55 PM)
 - e. Consider request by Goshen Monthly Meeting/Goshen Friends to erect a Historical Marker near SE corner of the intersection of N. Chester Road and Paoli Pike. (7:55 PM to 8:00 PM)
 - f. Consider Sustainability Advisory Committee (SAC) proclamation request. (8:00 PM to 8:05 PM)
 - g. Consider Stormwater O&M Agreement 1630 Margo Lane. (8:05 PM to 8:10 PM)

12. Any Other Matter
13. Public Comment (8:10 PM to 8:40 PM)
14. Liaison Reports - none
15. Correspondence, Reports of Interest (8:40 PM to 8:45 PM)
 - a. Email from Joe Buonanno regarding recycling totes and other budgetary issues.
 - b. Email from Joe Buonanno regarding sewer rates and general budgetary issues.
 - c. Email from Joe Buonanno regarding Paoli Pike Trail Segment A.
 - d. Email from John and Lorraine McMullen regarding a comment at the September 7th board meeting during the discussion of the Milleson Lane street closure.
16. Adjournment (8:45 PM)

Meetings & Dates of Importance

<i>Date</i>	<i>Meeting</i>	<i>Time</i>
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 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	Pumpkin Fest	10:00 am
October 16, 2021	Food Truck and Music Festival	2:30 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

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>.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
1580 PAOLI PIKE
TUESDAY, September 14, 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, Christina Morley (Pipeline Task Force).

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 tragedy of 9/11 and asked to remember our fallen first responders and citizens.

David announced that the meeting is being recorded and livestreamed on YouTube. The first and third meeting will be budget workshops.

New Business

Recommendation to appoint Kathy Kavanaugh to the Malvern Public Library Board of Trustees as an East Goshen representative.

Mike made a motion to appoint Kathy Kavanaugh to the Malvern Public Library Board of Trustees as an East Goshen representative.

John seconded.

Motion carried 4-0.

Consideration of Public Works personnel request.

David explained the purpose of this request.

Michele made a motion to approve staff's request to add an additional Public Works Operator/Laborer, originally planned for the 2022 budget, to start no sooner than October 1st.

Mike seconded.

Prior to this meeting, Mike responded via email to a citizen question regarding this action item. Mike shared his response during this meeting. David mentioned this position is proposed in 2022 budget. John stated that he is not in favor of this for 2021 since it was not budgeted in 2021, but he has the utmost respect for the Public Works Department.

Motion carried 3-1, with John opposed.

Consider the purchase of a high water truck.

David explained more about this action item. Derek commented that staff went to see this vehicle. Derek mentioned that there are issues with municipalities' diesel trucks and electronic

1 chips, so this purchase will help. Mike adds this fleet asset will not be depreciated because this
2 is a one-time purchase.

3
4 Michele made a motion to authorize \$9,000 to purchase a High Water Truck.

5
6 Mike seconded.

7
8 Motion carried 4-0.

9
10 **Chairman's Report** - None

11
12 **Public Hearing** - None

13
14 **Emergency Services Reports** - None

15
16 **Financial Report** - None

17
18 **Approval of Minutes** -None

19
20 **Approval of Treasurer's Report** - None

21
22 **Old Business** -None

23
24 **2022 Budget Workshop – General Fund**

25 David explained that this is a new process with all Board Members participating in the budget
26 workshops.

27
28 Derek thanked Dave and the Finance Staff for the work put into this effort. Derek stated this is a
29 fluid process. We are planning on four budget workshops, with a total of six meetings before
30 adopting the 2022 budget. This initial preliminary budget presentation is for the Board to view
31 and staff welcomes the Board's input.

32
33 David inquired regarding year-end projections that are typically included in the quarterly Board
34 Reports. David asked if there are any changes or surprises in this budget presentation versus the
35 2Q2021 Board Report. Dave responded EIT is up due to higher resident's salaries and Keystone
36 is collecting an increased amount of delinquent EIT. Dave projects expenses should come in
37 close to budget.

38
39 Dave clarified that the \$9K for high water truck will be paid from Capital Reserve.

40
41 Mike is pleased with Dave's update. Mike mentioned that Keystone will provide projections if
42 requested.

43
44 Dave Ware presented the General Fund financials. Dialogue transpired throughout the
45 presentation.

46
47 **Any Other Matter** -None

48

1 **Public Comment**

2 Russ Frank, 451 Gateswood, asked if the two employees that were discussed (Public Works &
3 Parks & Rec) are needed. Mr. Frank believes residents depend on Parks & Rec. He also inquired
4 about how EIT will be affected by residents working at home. Dave responded that we are still
5 receiving the EIT revenue. Mr. Frank asked about Transfer Tax Revenue and received
6 clarification.

7
8 Christina Morley, 1530 Alison, was pleased the Board is considering adding staff for Public
9 Works and Parks & Rec. Ms. Morley commented that they do exceptional job. But with the
10 anticipated budget shortfall, adding positions is a challenge. Ms. Morley did not see any Hazard
11 Mitigation Plans in this 2022 preliminary budget. Ms. Morley also asked why we do not have a
12 full-time emergency planning staff person. Mike responded that that we do have an Emergency
13 Management Event Coordinator. Mike mentioned there is implicit funding in our budget in the
14 event of an emergency.

15
16 Michele stated that we need an evacuation plan so residents know what to do. Michele
17 mentioned that the County would support a Township emergency event.

18
19 John commented that the County does not offering money to fund this.

20
21 **Liaison Reports** - None

22
23 **Correspondence** - None

24
25 **Adjournment**

26 There being no further business, John made a motion to adjourn at 8:49 pm. Michele seconded.

27
28 Motion carried 4-0.

29
30 Respectfully submitted,

31 *Chris Boylan*

32 *Recording Secretary*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
1580 PAOLI PIKE
TUESDAY, September 21, 2021
Draft MINUTES**

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

Present: Chairman David Shuey; Members: John Hertzog, Michele Truitt; Township Manager Derek Davis; Senior Staff Accountant Chris Boylan, Chief Brenda Bernot, Fire Marshal Carmen Battavio, Tom Kilburn (Sustainability), Erich Meyer (Conservancy), Christina Morley (Pipeline Task Force).

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 WEGO Police, Goshen Fire Company and all those who serve our community.

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

Chairman's Report

- a. East Goshen Township was a National Recreation & Park Association Gold Medal Finalist for 3rd year in a row.
- b. 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.
- c. 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.
- d. Our Food Truck and Music Festival will take place at East Goshen Park on Saturday, October 16 at 4:00 PM.
- e. Received \$2,500 grant for beekeeping. The grant will be used to purchase basic bee clothing.

Public Hearing - None

Emergency Services Reports

Chief Brenda Bernot reported that WEGO will be participating in Faith & Blue National initiative which encourages police departments to create events and outreach through local congregations in an effort to engage with community. WEGO will also participate in Cones with a Cop, which fosters positive interaction with the community. Chief Bernot shared East Goshen statistics. Chief encouraged residents to be active with police and encouraged residents to attend the Police Commission meeting, which is held every 4th Wednesday of the month. The next meeting is at 4PM on 9/22, held in the Training Room of Police Department. Beginning in October, police meetings will be videotaped and broadcast the next day.

1 Fire Marshal Carmen Battavio thanked the Township, Board and everyone involved in the
2 Bellingham bee hives initiative and the award bestowed upon him. Carmen reported August
3 2021 information for Goshen Fire Co., Malvern Fire Co., and Good Fellowship. Carmen reported
4 the turnout at the Goshen Fair was phenomenal.

5 6 **Financial Report**

7 Chris Boylan presented the August 2021 Financial Report.
8

9 **Approval of Minutes**

10 Michele made a motion to approve the minutes of September 7, 2021.

11 John seconded.

12 Motion carried 3-0.
13

14 **Approval of Treasurer's Report**

15 Michele made a motion to accept the receipts and approve the expenditures as presented in the
16 Expenditure Register and as summarized in the September 16, 2021 Treasurer's Report.

17 John seconded.

18 Motion carried 3-0.
19

20 **Old Business**

21 **Legislative/Congressional update from Scott Nelson, Senior Constituent Advocate for U.S. 22 Representative Chrissy Houlahan.**

23 Derek introduced Scott Nelson to give a legislative update. The purpose for his visit was to
24 educate constituents on how representatives in Washington can help them. Mr. Nelson explained
25 that this district has 92 municipalities. Mr. Nelson mentioned that, following Hurricane Ida,
26 residents can access the FEMA Disaster Recovery Center, which opened in Downingtown
27 Ashbridge Square Shop Center. This office is open Monday through Saturday and residents can
28 call 1-800-621-3362 or access the app named FEMA. Disaster Relief is available for small
29 businesses and the numbers to call are 800-462-7585 or 800-659-2955. Rep. Houlahan's office
30 has special designated liaisons for matters that residents face. The Representative's office also
31 helps Townships with grant applications. They offer educational opportunities including
32 Congressional internships for college students or recent college graduates. Their office also
33 nominates students to service academies. Mr. Nelson shared the American Rescue Plan
34 highlights.
35

36 Michele asked when Capitol tours will resume. Mr. Nelson did not have that information.

37 Michele asked if National Monument is open. Mr. Nelson responded to check the web for what
38 is open in Washington. Most exhibits offer timed entrance. Michele encouraged residents who
39 are veterans, who may not have been realizing various benefits, to reach out to Rep. Houlahan's
40 office so they can assist in getting what our veterans deserve.
41

42 Mr. Nelson mentioned that if residents would like a flag flown over Capitol, their office can
43 arrange and get the flag to you afterwards. Rep. Houlahan's office is open in DC for residents to
44 visit.
45

46 David asked when public assistance will be available for Tropical Storm Ida damage. Mr.
47 Nelson stated the FEMA office in Downingtown would be best able to assist.
48

1 Mr. Frank, 451 Gateswood, explained a situation regarding someone's tax refund that was filed
2 electronically last year and took five months to receive. They contacted Representative
3 Houlahan's office with no response. Mr. Frank questioned how tax returns be handled for 2021.
4 Mr. Nelson explained the work at home situation is not ideal and there have been an enormous
5 amount of retirements. Training new staff takes time, however Congress has attributed funds to
6 this cause and they are seeing returns expedited.

7
8 **Consideration of Purchase Power Agreement (PPA) for township energy consumption in**
9 **conjunction with the West Chester Area Council of Governments (WCACoG).**

10 Derek explained this was discussed at previous Board of Supervisors meetings and WCACoG
11 meetings and the concept was to come up with a group effort to contract for purchasing clean
12 energy at a good price. Derek stated that he received guidance from legal regarding this item.

13
14 Michele commented that she is not willing to enter this contract for 15 years for anything and
15 considering the price is locked for only 3 years. Michele would want to change the motion.
16 David asked if rate could change after 3 years. Derek confirmed. David explained the historical
17 rates were at \$81/megawatt in 2011, currently at \$47/megawatt, this contract is at \$51/megawatt.
18 David indicated this agreement is to fund green infrastructure.

19
20 David stated the draft motion is to authorize East Goshen Township Manager Derek Davis to
21 execute a 15-year Clean Energy Purchase Power Agreement and initial 3-year energy supply
22 contract commencing in 2024 in conjunction with WCACOG municipalities at a rate not to
23 exceed \$51/megawatt.

24
25 Bill Guyer, 1561 Tanglewood, described how he would look at this. Mr. Guyer mentioned to
26 consider labor savings along with increase cost. Possibly look at risk mitigation for years 3-15.

27
28 David explained that this consideration is betting that carbon-based energy is going to be more
29 that clean energy and hope the rate stays low.

30
31 John explained if the rates ended up being lower, they (PPA) could still charge more.

32
33 Russ Frank, 451 Gateswood, asked if there is a take or pay in this contract. Derek explained it is
34 based on usage.

35
36 Joe Buonanno, 1606 Herron, commented that nanocrystal electricity is here and will be on an
37 individual unit basis and the only thing to do is pay for the capital costs. Mr. Buonanno stated
38 instead of investing in something that will be obsolete, ensure that expenditures will be correct.

39
40 John seconded.

41
42 John cannot support a 15-year commitment with open-ended costs.

43
44 Motion failed 1-2, with Michele and John opposed.

45
46 **Consider submitting application, due September 24, for PA DCED's 902 grant program,**
47 **specifically for the purchase of new recycling toters.**

1 David explained the lidded toter pilot program included 100 lidded toters. This program would
2 provide lidded toters and would assist in increased recycling. Derek explained the grant would
3 pay 90% of costs. The 65 gallon toter would be standard with a 40 gallon toter also available.
4 Application deadline is this Friday.

5
6 John inquired as to the size of the container and stated he would not use it. John asked how much
7 this would cost the Township. Derek responded \$19K and it could be used for distribution
8 purposes.

9
10 Michele mentioned the SAC was responsible for maintaining the recycling program and it was
11 difficult for them to get volunteers. They were also treated poorly by residents. Michele
12 commented that Blosenski may institute automated lift service in the future, which is not fair to
13 residents. Some of our residents are unable to place large toters at the curb. This program is an
14 additional cost to the refuse and recycling program that would get passed on to residents.
15 Michele stated that it is great to have a recycling effort, but there are ways to recycle
16 individually.

17
18 David commented that it was his understanding this would be voluntary. He commented that
19 this would not be included in refuse but passed indirectly through taxes.

20
21 Michele made a motion to authorize no more than \$19,000 in matching funds towards a DCED
22 902 grant to fund the Township's Wheeled Toter Recycling program and authorize application.

23
24 John seconded.

25
26 Tom Kilburn, 312 Jefferson, stated this is an opportunity to provide something of value to
27 residents. Mr. Kilburn commented that if the Board decides not to go ahead with this program,
28 they are leaving money on the table that could be passed along to our residents. He feels it is
29 short-sighted not to take advantage of this grant.

30
31 Russ Frank, 451 Gateswood, inquired if he chooses to have the toter and it stays with the house,
32 how will toter be tracked. Michele is unsure if there is a chip in the toter. Derek stated he does
33 not believe that is part of the proposal. Mr. Frank commented that he sees a small benefit to this
34 initiative.

35
36 Motion failed 1-2, with Michele and John opposed.

37
38 **New Business**

39 **Consider approval of proposal from New Era Technology for AV upgrades to the main**
40 **meeting room.**

41 Derek explained that \$35K is allotted from the ARPA Funds to enhance the Board Room AV
42 equipment upgrades with a hybrid setup to allow virtual interaction. Three proposals were
43 received for this project.

44
45 Michele made a motion to accept the New Era Technology proposal of \$34,571.20 for Main
46 Meeting Room AV upgrades and authorize the Township Manager to sign said proposal and start
47 the implementation process.

1 John seconded.

2
3 David clarified that this will be covered by the COVID relief funds. The additional TV would
4 enhance residents viewing in the Board Room, but not the hybrid view. Derek stated the current
5 TV display can be tied in to the system.

6
7 John supports this motion because all boards and committees can benefit from this. Michele
8 added that it would also benefit the Parks & Rec activities.

9
10 Russ Frank asked if this will improve the current YouTube delay. Derek responded the delay is
11 due to YouTube, but Zoom will allow interactivity. Derek explained that we would need to give
12 residents access to Zoom, while protecting from hackers. Mr. Frank asked what the retention
13 policy of recordings would be. Derek explained Zoom will be uploaded to YouTube and the
14 library would be stored in YouTube. Derek is not familiar with YouTube retention policy and
15 would need to look into it. Michele clarified the Township Code specifies the township minutes
16 must be kept in a three-ring binder. Michele suggested to ask PSATS for feedback. Derek
17 confirmed there are no state laws but possibly best practices that can be followed.

18
19 Motion carried 3-0.

20
21 **Consider request from the Pipeline Task Force (PTF) to send comments to the Chester**
22 **County Emergency Management Coordinator.**

23 Michele made a motion to allow the East Goshen Pipeline Task Force to submit their requested
24 comments to Chester County's Emergency Management Coordinator and/or any other individual
25 deemed appropriate at the county's Department of Emergency Services.

26
27 John seconded.

28
29 David explained the PTF comments are regarding how certain pipelines are classified with
30 regard to the impact level. The PTF felt the levels are too low and they are encouraging the
31 County to increase the levels.

32
33 Motion carried 3-0.

34
35 John thanked Christina for the comments.

36
37 **Consider Resolution 2021-208, a Declaration of Disaster due to Tropical Storm Ida.**

38 Michele made a motion to execute Resolution 2021-208, a Declaration of Disaster due to
39 Tropical Storm Ida.

40
41 John seconded.

42
43 David inquired if we have made an effort to quantify our damages. Derek explained we have a
44 solid understanding of Township damages. David asked if we submitted to insurance. Derek
45 explained the biggest hit we took was at Hershey's Mill Dam, however, the contractor is still
46 working on it and hasn't turned it over to the Township yet. The smaller issues were not
47 submitted to insurance yet.

48

1 John asked if there was any chance that Disaster Relief could include hours worked. Derek
2 explained that FEMA does include hours worked. Michele asked if there is a monetary amount
3 identified for damage. Derek estimated approximately \$30K for damage at Hershey's Mill Dam
4 and other damages around \$5-6K.

5
6 Joe Buonanno, 1606 Herron, stated that we should look at builders risk and property exclusions.

7
8 Motion carried 3-0.

9
10 **Any Other Matter**

11 John recognized the Parks & Rec Commission and Jason Lang for their work on the Art Walk. It
12 was very well attended. John mentioned they also presented a plaque and bench to Janet
13 Emmanuel, who served the Township for 40 years. Michele echoed John's comments.

14
15 Michele stated that the fire Carmen mentioned in his report earlier was located at Metropolitan
16 Apartments, not Windermere.

17
18 **Public Comment** -None

19
20 **Liaison Reports** - None

21
22 **Correspondence**

23 David acknowledged an email received from resident, Bill Guyer, regarding his
24 recommendations of general township processes.

25
26 David said great compliments on Community Day and Art Walk and we appreciate it.

27
28 **Adjournment**

29 With an executive session being conducted after this meeting, and there being no further
30 business, John made a motion to adjourn at 8:18 pm. Michele seconded.

31
32 Motion carried 3-0.

33
34 Respectfully submitted,

35 *Chris Boylan*

36 *Recording Secretary*

TREASURER'S REPORT

September 2, 2021 - September 16, 2021

RECEIPTS AND BILLS

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

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

Total General Fund Receipts: \$345,327.76

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
Electronic Pmts:	
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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
1580 PAOLI PIKE
TUESDAY, September 28, 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, Christina Morley (Pipeline Task Force).

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 military abroad and stateside. Michele thanked all who serve.

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

Chairman's Report

- a. The board met in executive session on September 21st and, tonight, September 28th, to discuss personnel matters.

Public Hearing - None

Emergency Services Reports -None

Financial Report - None

Approval of Minutes -None

Approval of Treasurer's Report - None

Old Business - None

New Business:

Discuss dates/times for Budget Workshops #3 and #4.

Derek proposing that Budget Workshop #3 be held simultaneously with the regular Board Meeting on Oct 19th and final Budget Workshop #4 be conducted at the Nov 9th regular Board Meeting. The 2022 Preliminary Budget presentation will be November 16th and the 2022 Final Budget adoption anticipated at the Dec 21st regular Board Meeting.

2022 Budget Workshop #2– All Other Funds

Dave Ware presented All Other Funds. Dialogue transpired throughout the presentation.

1 Mike mentioned that the Municipal Authority is anticipating a needed capital reserve increase for
2 infrastructure contingency next year.

3
4 David asked about the timing of ARPA funds and the projects those funds will cover.
5 Derek responded \$914K allocated is for the Westtown Way in 2021. The Hershey's Mill Estates
6 sewer project will occur in 2022. Michele asked to discuss the usage of ARPA Funds that will be
7 received next year. Derek responded he would like feedback on ideas now. Discussion
8 transpired.

9
10 Dave pointed out the Refuse Fund does not include the Roadside Litter program, as needed, as
11 that expense comes from the General Fund. The General Fund budget includes an amount for
12 quarterly Roadside Litter Collection, but staff determines when this service is performed.

13
14 Discussion followed for staff to monitor and document what areas are covered along with dates
15 service was performed. Derek stated that Public Works closely oversees the roadside litter
16 program.

17
18 Michele commented that her no vote for the totter program at last meeting was because the \$19K
19 grant match needed was not in 2021 budget. Michele inquired if this amount could be included
20 for consideration of a 2022 totter program. Dave replied that it would be more appropriate to
21 consider in the 2023 budget, due to the timing of the grant application and receipt of awarded
22 funds.

23
24 Michele would like to be involved in future discussion with trash hauler. Mike pointed out that
25 the 2022 Refuse Budget includes a proposed \$90 quarterly residential refuse fee, versus the
26 current \$75/quarter fee. Notably, the increase is due to AJBlosenski's contract with the Township,
27 which increased over 25%. Derek noted that AJBlosenski was the lowest bidder by almost 100%.
28 The Board requested that staff begin communicating the proposed residential refuse rate change
29 to residents. Derek responded that we could communicate this via Constant Contact.

30
31 Michele initiated conversation regarding the proposed new Infrastructure Contingency Fund.
32 Michele feels we should serious consider this for future unanticipated projects and inquired what
33 projects would fall into this category. Mike explained no other Fund considers aging roads or
34 storm water infrastructure. This potential new Fund would provide contingency for repair and/or
35 upgrade of same. The discussion suggested possibly moving half of the Operating Reserve Fund
36 balance to establish this new Infrastructure Contingency Fund. John agrees with the concept and
37 clarified that this is a reallocation of funds in 2022 and there is no revenue stream for this new
38 Fund. Mike commented that we need to look at long-term funding. David stated that staff should
39 identify the infrastructure and look at a long-range plan to cover anticipated needs. David
40 mentioned items to consider such as parks, open space, and ponds. Derek proposed to prepare a
41 resolution in order to establish this Fund and reallocate from Operating Fund.

42
43 **Any Other Matter** -None

44
45 **Public Comment**

46 Christina Morley, 1530 Alison, stated her opinion that the proposed Infrastructure Contingency
47 Fund ties back to the County Hazard Mitigation Plan. Ms. Morley suggested that instead of

1 focusing on aging infrastructure, look at broader impacts and possibly name this fund Hazard
2 Mitigation Fund.

3

4 **Liaison Reports** - None

5

6 **Correspondence** -None

7

8 **Adjournment**

9 There being no further business, John made a motion to adjourn at 8:29 pm. Michele seconded.

10

11 Motion carried 4-0.

12

13 Respectfully submitted,

14 *Chris Boylan*

15 *Recording Secretary*

**EAST GOSHEN TOWNSHIP
MEMORANDUM**

TO: BOARD OF SUPERVISORS
FROM: DAVE WARE
SUBJECT: PROPOSED PAYMENTS OF BILLS
DATE: SEPTEMBER 30, 2021

Attached please find the Treasurer's Report for the weeks of September 16, 2021 – September 30, 2021.

General Fund expenses for this period were primarily due to paving, storm damage repair, and routine operating and maintenance expenses including nearly \$30K for tree removal and planting. In addition the Township received \$122K State Aid for Volunteer Firefighter's Relief Associations which was distributed to Malvern VFRA and Goshen VFRA.

The Capital Reserve Fund incurred \$462.50 in traffic planning and design costs for Segment C/D/E of the Paoli Pike Trail which is reimbursed by grant dollars. In addition, \$3,230.02 was spent for the installation, setup, testing, and training regarding the new office phone system.

The Bond Fund incurred \$12,890.76 for Paoli Pike Trail segment A inspections performed in August and \$731.80 for landscape and architecture services on segment B in June.

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 16, 2021 - September 30, 2021

GENERAL FUND

Real Estate Tax	\$2,629.64
Earned Income Tax	\$15,300.00
Local Service Tax	\$1,414.45
Transfer Tax	\$0.00
General Fund Interest Earned	\$0.00
Total Other Revenue	\$153,710.34

Total General Fund Receipts: \$173,054.43

Accounts Payable	\$215,000.12
<u>Electronic Pmts:</u>	
Credit Card	\$4,329.17
Postage	\$0.00
Debt Service	\$4,011.89
Payroll	\$133,334.99

Total Expenditures: \$356,676.17

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	\$462.40
Interest Earned	\$0.00
Total Capital Reserve Fund Receipts:	\$462.40

Accounts Payable	\$3,784.42
Total Expenditures:	\$3,784.42

TRANSPORTATION FUND

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

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

SEWER OPERATING FUND

Receipts	\$38,868.72
Interest Earned	\$0.00

Total Sewer Operating Fund Receipts: \$38,868.72

Accounts Payable	\$110,503.94
<u>Electronic Pmts:</u>	
Credit Card	\$0.00
Debt Service	\$136,579.82
Total Expenditures:	\$247,083.76

REFUSE FUND

Receipts	\$15,116.69
Interest Earned	\$0.00
Total Refuse Fund Receipts:	\$15,116.69

Accounts Payable	\$33,176.23
Credit Card	\$0.00
Total Expenditures:	\$33,176.23

BOND FUND

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

Accounts Payable	\$13,622.56
Total Expenditures:	\$13,622.56

SEWER CAPITAL RESERVE FUND

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

Accounts Payable	\$34.50
Total Expenditures:	\$34.50

OPERATING RESERVE FUND

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

Accounts Payable	\$34.50
Total Expenditures:	\$34.50

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

EAST GOSHEN TOWNSHIP
MONTHLY DEBT PAYMENT BREAKDOWN
September 25, 2021

GENERAL FUND:

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

SEWER FUND:

Interest payment	Principal payment	Year of Issuance	Loan Description	Original loan amount	Remaining Principal	Retirement Date
\$18,011.40	\$0.00	2008	RCSTP Expansion	\$9,500,000	\$5,458,000.00	2032
\$4,568.42	\$114,000.00	2013	Diversion Projects	\$2,500,000	\$1,684,000.00	2033
\$0.00	\$0.00	2017	S West Goshen STP	\$2,840,000	\$2,585,000.00	2037

PLGIT 1107.1010

DATE	DESCRIPTION	TOTAL	1116.1000	1401.2100	1401.3000	1401.3070	1407.2130	1409.3745	1413.3000	1430.2330	1437.2460	1438.2455	1452.3508	1452.3601	1452.3719	1454.3000	1454.3740
			5422.2600														
	DEREK DAVIS																
7/29/2021	GOTOMYPC - LOGMEIN - 1PC - July 2021	44.00					44.00										
7/30/2021	WWW.1800BASKETS.COM -Fruit basket - J. Heilman	51.92			51.92												
8/3/2021	PSATS - Attendee Category Voting Delegate - D.DAVIS	30.00				30.00											
8/5/2021	AMAZON - Wall Clock & ID Cards	34.82		34.82													
8/13/2021	AMAZON - Tape Measure for Codes	24.97							24.97								
8/16/2021	AMAZON - Cooling towels for PW	55.96									55.96						
8/16/2021	AMAZON - Clock for lunchroom	15.47		15.47													
8/24/2021	APPLE.COM - ICLOUD	0.99					0.99										
		\$258.13															
	MARK MILLER																
8/3/2021	YOUNGSTWN KENWORTH- BIG RIG WORLD - truck sensors	501.79								501.79							
8/11/2021	HONEY BROOK HARDWARE - Propane tanks for road tack	71.94										71.94					
8/16/2021	HORN PLUMBING & HEAT - Start up HVAC Mini	298.75						298.75									
8/19/2021	JENCO SAFETY - Multigas Detectors (3)	2,127.42	2,127.42														
8/21/2021	MOULTRIE MOBILE - Park Cameras	42.38															42.38
8/24/2021	DOG WASTE DEPOT - Dog Waste Bags	573.55															573.55
		\$3,615.83															
	JASON LANG																
7/28/2021	TROPHY DEPOT - Awards for film festival	152.81												152.81			
7/29/2021	HOME DEPOT - Rocketry Camp supplies	174.82															174.82
8/10/2021	HOBBY LOBBY - Rocketry Camp supplies	29.64															29.64
8/12/2021	AMAZON - 48" charging ports for Derek	27.98					27.98										
8/14/2021	STAPLES - Posters for Art Walk	69.96											69.96				
		\$455.21															
	GRAND TOTAL	4,329.17	2,127.42	50.29	51.92	30.00	72.97	298.75	24.97	501.79	55.96	71.94	69.96	152.81	204.46	573.55	42.38

J/E's made

Add to Master Cred.Card List

X
X

4,329.17

2,127.42 To be reimbursed by OS fund.

X

ACH DEBITS TO GENERAL FUNDS

EXPENSE REPORT

Attachment 2 OF 2

Meeting Date

10/5/2021

9/1/21 - 9/30/21

<u>Fund</u>	<u>Fee Charged</u>	<u>Name</u>	<u>Month Covered</u>	<u>Description</u>
01	30.10	AUTHNET FEES	August 2021	CRED.CARD BANK CHARGES
GENERAL	168.80	BANKCARD FEES	August 2021	CRED.CARD BANK CHARGES
FUND	<u>218.50</u>	M&T MONTHLY FEE	August 2021	POSITIVE PAY & ACH MONITOR
	\$417.40			
03				
CAPITAL				
RESERVE	<u>92.00</u>	M&T MONTHLY FEE	August 2021	POSITIVE PAY & ACH MONITOR
	\$92.00			
05	602.38	REIMBURSMENT of Credit Card Fee	July 2021	Paymentus
SEWER	759.74	REIMBURSMENT of Credit Card Fee	August 2021	Paymentus
FUND	<u>109.25</u>	M&T MONTHLY FEE	August 2021	POSITIVE PAY & ACH MONITOR
	\$1,471.37			
06	602.39	REIMBURSMENT of Credit Card Fee	July 2021	Paymentus
REFUSE	759.73	REIMBURSMENT of Credit Card Fee	August 2021	Paymentus
FUND	<u>51.75</u>	M&T MONTHLY FEE	August 2021	POSITIVE PAY & ACH MONITOR
	\$1,413.87			
07				
MUNICIPAL				
AUTHORITY	<u>34.50</u>	M&T MONTHLY FEE	August 2021	POSITIVE PAY & ACH MONITOR
	\$34.50			
09				
SEWER				
CAP.RESERVE	<u>34.50</u>	M&T MONTHLY FEE	August 2021	POSITIVE PAY & ACH MONITOR
	\$34.50			
10				
OPERATING				
RESERVE	<u>34.50</u>	M&T MONTHLY FEE	August 2021	POSITIVE PAY & ACH MONITOR
	\$34.50			
TOTAL	<u>\$3,498.14</u>			

Report Date 09/22/21

Expenditures Register
GL-2109-80496

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03 CAPITAL RESERVE FUND										
1349				TRAFFIC PLANNING & DESIGN INC.						
66620	1	03460	7403	PAOLI PK. TRAIL - SEGMENT C	APP.#17	09/22/21	09/22/21	09/22/21	1475	154.13
				PAOLI PK SHARED USE PATH APP.#17						
66620	2	03460	7404	PAOLI PK. TRAIL - SEGMENT D	APP.#17	09/22/21	09/22/21	09/22/21	1475	154.13
				PAOLI PK SHARED USE PATH APP.#17						
66620	3	03460	7405	PAOLI PK. TRAIL - SEGMENT E	APP.#17	09/22/21	09/22/21	09/22/21	1475	154.14
				PAOLI PK SHARED USE PATH APP.#17						
										462.40
										462.40
1 Printed, totaling										462.40

FUND SUMMARY

Fund	Bank Account	Amount	Description
03	03	462.40	CAPITAL RESERVE FUND
		462.40	

PERIOD SUMMARY

Period	Amount
2109	462.40
	462.40

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 2 : 17 PM

Report Date 09/23/21

Expenditures Register
GL-2109-80504

PAGE 1

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01 GENERAL FUND										
558				GOSHEN VOL FIREMAN'S RELIEF ASSOCIATION						
66621	1	01411	5250	VOL.FIRE RELIEF ASSOC.- EXPENSE	092321	09/23/21	09/23/21	09/23/21	21880	115,597.71
				95% VOL.FIRE RELIEF AID 2021						
										115,597.71
3581				MALVERN FIRE RELIEF ASSOCIATION						
66622	1	01411	5250	VOL.FIRE RELIEF ASSOC.- EXPENSE	092321	09/23/21	09/23/21	09/23/21	21881	6,084.10
				5% VOL.FIRE RELIEF AID 2021						
										6,084.10
										121,681.81
2 Printed, totaling										121,681.81

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	121,681.81	GENERAL FUND
		121,681.81	

PERIOD SUMMARY

Period	Amount	
2109	121,681.81	
		121,681.81

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 2 : 07 PM

Report Date 09/24/21

Expenditures Register
GL-2109-80515

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01 GENERAL FUND										
2226	66623	1	01401 3400	21ST CENT.MEDIA NEWS #884433 ADVERTISING - PRINTING NOTICE - BOS BIDS CLEANING SERVICES	2212042	09/23/21	09/24/21	09/23/21	21882	262.74
										262.74
6	66624	1	01409 3740	ABC PAPER & CHEMICAL INC TWP. BLDG. - MAINT & REPAIRS GLASS CLEANER	115208A	09/23/21	09/24/21	09/23/21	21883	47.51
										47.51
1903	66625	1	01401 3300	ALTHOUSE, GARY AUTO ALLOWANCE MILEAGE REIMBURSEMENT 9/13-9/15	091221	09/23/21	09/24/21	09/23/21	21884	83.33
										83.33
2695	66627	1	01454 3000	BRICKHOUSE ENVIRONMENTAL GENERAL EXPENSE SUMMER WATER SAMPLING - AUGUST 2021	4494	09/23/21	09/24/21	09/23/21	21885	283.23
										283.23
3488	66630	1	01409 3740	CINTAS CORPORATION #287 TWP. BLDG. - MAINT & REPAIRS WEEK END 9/22/21 CLEAN MATS	4096534074	09/23/21	09/24/21	09/23/21	21886	68.55
66630	2	01487 1910	UNIFORMS WEEK END 9/22/21 CLEAN UNIFORMS	4096534074	09/23/21	09/24/21	09/23/21	21886	648.52	
										717.07
2491	66632	1	01401 3210	COMCAST 8499-10-109-0107472 COMMUNICATION EXPENSE 0107472 9/17 - 10/16/21 PW TV	091021	09/23/21	09/24/21	09/23/21	21887	29.41
										29.41
3249	66631	1	01401 3210	COMCAST 8499-10-109-0107712 COMMUNICATION EXPENSE 0107712 9/5 - 10/4/21 E.G. PARK LED	090421	09/23/21	09/24/21	09/23/21	21889	108.35
										108.35

Park Drinking Fountains

Report Date 09/24/21

Expenditures Register
GL-2109-80515

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
3250	66633	1	01401 3210	COMCAST 8499-10-109-0107704 COMMUNICATION EXPENSE 0107704 9/23-10/22/21 P&BOOT LED	091521	09/23/21	09/24/21	09/23/21	21888	108.35
										108.35
4497	66634	1	01452 5150	DIROMUALDO, STEPHEN AMPHITHEATER CONCERTS 2021 OCTOBER FESTIVAL-ENTERTAINMENT	091021	09/23/21	09/24/21	09/23/21	21890	300.00
										300.00
418	66635	1	01430 2330	EAGLE POWER AND EQUIPMENT VEHICLE MAINT AND REPAIR NEW VEHICLE WINDOW	P12310	09/23/21	09/24/21	09/23/21	21891	286.02
										286.02
3872	66636	1	01409 3840	EAGLE TERMITE & PEST CONTROL DISTRICT COURT EXPENSES PEST CONTROL - SEPTEMBER 2021	231650	09/23/21	09/24/21	09/23/21	21892	50.00
66637	1	01409 3745		PW BUILDING - MAINT REPAIRS PEST CONTROL - SEPTEMBER 2021	231649	09/23/21	09/24/21	09/23/21	21892	45.00
66638	1	01409 3740		TWP. BLDG. - MAINT & REPAIRS PEST CONTROL - SEPTEMBER 2021	231647	09/23/21	09/24/21	09/23/21	21892	105.00
66639	1	01454 3740		PARK MAINTENANCE & REPAIR PEST CONTROL - SEPTEMBER 2021	231646	09/23/21	09/24/21	09/23/21	21892	25.00
										225.00
4136	66643	1	01401 3210	FIRSTNET - #287290606505 COMMUNICATION EXPENSE AUGUST 2021	505X09082021	09/23/21	09/24/21	09/23/21	21893	935.79
										935.79
4137	66644	1	01401 3210	FIRSTNET - #287290608802 COMMUNICATION EXPENSE AUGUST 2021	802X09082021	09/23/21	09/24/21	09/23/21	21894	636.98
										636.98
2999	66645	1	01414 3100	FITZPATRICK, CARA M. COURT REPORTERS APPEAR. & TRANSCRIPT FEE - 7/20/21 PIPELINE AWARENESS	083021	09/23/21	09/24/21	09/23/21	21895	275.00
										275.00

Report Date 09/24/21

Expenditures Register
GL-2109-80515

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2631				GRAPHIC IMPRESSIONS OF AMERICA INC.						
	66648	1	01401 2110	STATIONERY 1000 BOS ENVELOPES	21-2142	09/23/21	09/24/21	09/23/21	21896	240.00
										240.00
598				HANSON AGGREGATES PENNSYLVANIA LLC						
	66649	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 33.79 TONS 2A SUBBASE	3995357	09/23/21	09/24/21	09/23/21	21897	405.48
										405.48
603				HARRISON, THEODORE						
	66650	1	01438 2460	TREE REMOVAL REMOVE DEAD ASH TREE - ATLEE DR.	091421	09/23/21	09/24/21	09/23/21	21898	600.00
										600.00
638				HOME DEPOT CREDIT SERVICES						
	66651	1	01454 2000	MAINTENANCE SUPPLIES CAUT.TAPE & DECK SCREWS - EG PARK	091321	09/23/21	09/24/21	09/23/21	21899	64.93
										64.93
719				REEN COMPRESSED GAS COMPANY						
	66653	1	01437 2460	GENERAL EXPENSE - SHOP VARIOUS GAS CYLINDERS	8338353	09/23/21	09/24/21	09/23/21	21900	77.30
										77.30
3838				KNIGHT BROS. INC.						
	66654	1	01438 2460	TREE REMOVAL	15535	09/23/21	09/24/21	09/23/21	21901	11,520.00
										<i>Removed 12 Dead Ash Trees</i>
	66654	2	01438 2460	MISC.TREE SERVICE - HEATHER LN. & THISTLE LN. 7/1 - 7/9/21	15535	09/23/21	09/24/21	09/23/21	21901	1,920.00
										<i>Removed Dead Wood next to trail</i>
	66655	1	01438 2460	TREE REMOVAL	15536	09/23/21	09/24/21	09/23/21	21901	5,760.00
										<i>Locust trees</i>
	66655	2	01438 2460	MISC.TREE SERV.- PAOLI PK. 7/12/21	15536	09/23/21	09/24/21	09/23/21	21901	3,360.00
										<i>Remove Lg Dead Limbs</i>
	66655	2	01438 2460	TREE REMOVAL	15536	09/23/21	09/24/21	09/23/21	21901	3,840.00
										<i>Drop 4 Dead Ash trees in open space</i>
	66655	3	01438 2460	MISC.TREE SERV.- COOPER CR. 8/3-8/5	15536	09/23/21	09/24/21	09/23/21	21901	3,840.00
	66655	3	01438 2460	TREE REMOVAL	15536	09/23/21	09/24/21	09/23/21	21901	3,840.00
	66655	3	01438 2460	MISC.TREE SERV.- COOPER CR. & GRAND OAK LN. 8/19 - 8/20/21	15536	09/23/21	09/24/21	09/23/21	21901	3,840.00
	66655	3	01438 2460	TREE REMOVAL	15536	09/23/21	09/24/21	09/23/21	21901	3,840.00
	66655	3	01438 2460	MISC.TREE SERV.- BOW TREE DR. 8/30- 8/31/21	15536	09/23/21	09/24/21	09/23/21	21901	3,840.00
										26,400.00

Report Date 09/24/21

Expenditures Register
GL-2109-80515

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
813				MAIN LINE CONCRETE						
	66657	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 45 PALLETS CONCRETE, SAND BAR, STUCCO WIRE & ZONE 1 SPYDER LIFT TRUCK - WEXFORD CR. STORM DAMAGE	488216	09/23/21	09/24/21	09/23/21	21902	1,234.15
										1,234.15
1641				NAPA AUTO PARTS						
	66658	1	01430 2330	VEHICLE MAINT AND REPAIR COOLANT FILTER	048326	09/23/21	09/24/21	09/23/21	21903	80.20
	66660	1	01430 2330	VEHICLE MAINT AND REPAIR 6 GALS. 5W40	048947	09/23/21	09/24/21	09/23/21	21903	97.74
										177.94
827				NEW ENTERPRISE STONE & LIME INC.						
	66661	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 68.67 TONS R-5 RIP RAP STONE	7641706	09/23/21	09/24/21	09/23/21	21904	2,259.25
	66661	2	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 91.96 TONS R-6 RIP RAP STONE	7641706	09/23/21	09/24/21	09/23/21	21904	3,623.22
	66661	3	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 20.96 TONS R-7 RIP RAP STONE	7641706	09/23/21	09/24/21	09/23/21	21904	825.82
										6,708.29
1554				OFFICE DEPOT						
	66662	1	01401 2100	MATERIALS & SUPPLIES CLASP & TYVEK ENVELOPES & WHITE SHIPPING LABELS	192926140001	09/23/21	09/24/21	09/23/21	21905	83.02
										83.02
2920				PERSONNEL CONCEPTS						
	66663	1	01401 2100	MATERIALS & SUPPLIES FEDERAL & PA LAW POSTER	9347862208	09/23/21	09/24/21	09/23/21	21906	38.90
										38.90
3823				QUADRIENT LEASING USA INC.						
	66664	1	01401 3840	RENTAL OF EQUIP. -OFFICE POSTAGE MACHINE RENTL 7/20-10/19/21	N9051165	09/23/21	09/24/21	09/23/21	21907	497.82
										497.82

Report Date 09/24/21

Expenditures Register
GL-2109-80515

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
3181				ROTHWELL DOCUMENT SOLUTIONS						
	66665	1	01401 3840	RENTAL OF EQUIP. -OFFICE LANIER/MPC6004ex CONTRACT TOTAL CHARGE 6/18-9/17/21	170389	09/23/21	09/24/21	09/23/21	21908	984.92
	66665	2	01401 3840	RENTAL OF EQUIP. -OFFICE LANIER/SP8300DN CONTRACT TOTAL CHARGE 6/18-9/17/21	170389	09/23/21	09/24/21	09/23/21	21908	24.33
	66665	3	01401 3840	RENTAL OF EQUIP. -OFFICE LANIER/SP8300DN BASE RATE CHARGE 9/18-12/17/21	170389	09/23/21	09/24/21	09/23/21	21908	88.00
										1,097.25
3834				STANDARD INSURANCE CO., THE						
	66667	1	01486 1560	HEALTH, ACCID. & LIFE OCTOBER 2021 PREMIUM	091721	09/23/21	09/24/21	09/23/21	21909	3,799.19
	66667	2	01213 1010	VOL. LIFE INSURANCE W/H OCTOBER 2021 PREMIUM	091721	09/23/21	09/24/21	09/23/21	21909	94.98
										3,894.17
1297				STAPLES CREDIT PLAN						
	66668	1	01401 2100	MATERIALS & SUPPLIES STAPLERS, STAPLES, YELLOW TONER, SHIPPING TAPE & OFFICE CHAIR	090821	09/23/21	09/24/21	09/23/21	21910	293.42
	66668	2	01401 2100	MATERIALS & SUPPLIES CREDIT FOR DOOR CHIME	090821	09/23/21	09/24/21	09/23/21	21910	-23.99
										269.43
3120				STTC SERVICE TIRE TRUCK CTRS INC.						
	66669	1	01430 2330	VEHICLE MAINT AND REPAIR 1 CARLISLE TURF MASTER	A80909-17	09/23/21	09/24/21	09/23/21	21911	123.65
	66670	1	01430 2330	VEHICLE MAINT AND REPAIR 4 DEESTONE TIRES	993877-17	09/23/21	09/24/21	09/23/21	21911	1,192.88
										1,316.53
4040				W3 GLOBAL SOLUTIONS LLC						
	66672	1	01407 2130	COMPUTER EXPENSE 2021 Q4 - WEB SERVICES	2269	09/23/21	09/24/21	09/23/21	21912	1,500.00
										1,500.00

Report Date 09/24/21

Expenditures Register
GL-2109-80515

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03 CAPITAL RESERVE FUND										
2675				CANDLESTICK COMMUNICATIONS						
66629	1	03409	7400	CAPITAL REPLACEMENT-TWP BLDG ADDL' WORK RE: NEW PHONE SYSTEM	I2109210001	09/23/21	09/24/21	09/23/21	1476	3,230.02
										3,230.02

Report Date 09/24/21

Expenditures Register
GL-2109-80515

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05 SEWER OPERATING										
151				BLOENSKI DISPOSAL CO, CHARLES						
66626	1	05422	4502	R.C. SLUDGE-LAND CHESTER SWITCH 20YDS WITH LINER 9/13/21	182107	09/23/21	09/24/21	09/23/21	4834	186.00
										186.00
2695				BRICKHOUSE ENVIRONMENTAL						
66628	1	05422	3700	R.C. STP-MAINT. & REPAIRS APPLEBROOK CC/GW MON - AUGUST 2021	4492	09/23/21	09/24/21	09/23/21	4835	1,640.95
										1,640.95
3872				EAGLE TERMITE & PEST CONTROL						
66640	1	05422	3700	R.C. STP-MAINT. & REPAIRS PEST CONTROL - SEPTEMBER 2021	231648	09/23/21	09/24/21	09/23/21	4836	45.00
66641	1	05420	3705	ASHBRIDGE-MAINT.&REPR PEST CONTROL - SEPTEMBER 2021	231651	09/23/21	09/24/21	09/23/21	4836	25.00
66642	1	05422	3701	R.C. COLLEC.-MAINT. & REPR PEST CONTROL - SEPTEMBER 2021	231652	09/23/21	09/24/21	09/23/21	4836	25.00
										95.00
4498				GLASCO UV LLC						
66647	1	05422	3700	R.C. STP-MAINT. & REPAIRS ZED 4X150W BALLASTS	10185	09/23/21	09/24/21	09/23/21	4837	2,148.08
										2,148.08
717				KAPPE ASSOCIATES (Jr Sealr)						
66652	1	05422	3701	R.C. COLLEC.-MAINT. & REPR REPAIR & UPDATE HIBBERD LANE FLOW METER	21-316-M	09/23/21	09/24/21	09/23/21	4838	1,200.00
										1,200.00
765				LEC - LENNI ELECTRIC CORPORATION						
66656	1	05422	3700	R.C. STP-MAINT. & REPAIRS OPEN 35KV SWITCH	210911	09/23/21	09/24/21	09/23/21	4839	566.00
										566.00
1641				NAPA AUTO PARTS						
66659	1	05422	3700	R.C. STP-MAINT. & REPAIRS OIL, AIR & FUEL FILTERS- GENERATORS	048250	09/23/21	09/24/21	09/23/21	4840	947.20
										947.20

Report Date 09/24/21

Expenditures Register
GL-2109-80515

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1212				SAYRE INC., G.L.						
	66666	1	05422 3700	R.C. STP-MAINT. & REPAIRS PAC,FF 6	01P22194	09/23/21	09/24/21	09/23/21	4841	609.00
										609.00
2439				VERIZON -7041						
	66671	1	05422 3601	R.C. COLLEC.-UTILITIES 9/7 - 10/6/21	6524805-090621	09/23/21	09/24/21	09/23/21	4842	233.80
										233.80

Report Date 09/24/21

Expenditures Register
GL-2109-80515

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
08	BOND FUNDS (CAPITAL PROJECTS)									
4472				GLACKIN THOMAS PANZAK INC.						
	66646	1	08459 6000	MISC TRAIL EXPENSES	21-001-03	09/23/21	09/24/21	09/23/21	1054	731.80
				LANDSCAPE ARCHITECTURL SERV. 5/2021						
										731.80
										60,491.84
42 Printed, totaling										60,491.84

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	48,903.99	GENERAL FUND
03	03	3,230.02	CAPITAL RESERVE FUND
05	05	7,626.03	SEWER OPERATING
08	08	731.80	BOND FUNDS (CAPITAL PROJECTS)
		<u>60,491.84</u>	

PERIOD SUMMARY

Period	Amount
2109	<u>60,491.84</u>
	<u>60,491.84</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
- Creating a CSV File
- MARP05 run by BARBARA 2 : 15 PM

Report Date 09/27/21

Procurement Card Entries

PAGE 1

Per Budget # Sub#	Description	Vendr	Vendor Name	Invoice #	Inv Date	Credit	Src	Trx #	#	U
2109	CREDIT CARD PAYMENT									
06427 4502	WEEK 9/8/21 - 9/15/21	241	C.C. SOLID WASTE AUTHORITY	61517-R	09/27/21	8,231.59	PC	80526	1	
05422 4502	WEEK 9/8/21 - 9/15/21	241	C.C. SOLID WASTE AUTHORITY	61517-S	09/27/21	798.04	PC	80526	2	
06427 4502	WEEK 9/16/21 - 9/21/21	241	C.C. SOLID WASTE AUTHORITY	61593-R	09/22/21	5,691.81	PC	80526	3	
05422 4502	WEEK 9/16/21 - 9/21/21	241	C.C. SOLID WASTE AUTHORITY	61593-S	09/22/21	551.67	PC	80526	4	
01430 2320	398.40 GALS. DIESEL	1161	REILLY & SONS INC	11175313-531	09/15/21	984.45	PC	80526	5	
01430 2320	184.90 GALS. GASOLINE	1161	REILLY & SONS INC	11175314-530	09/15/21	496.09	PC	80526	6	
01430 2320	684.60 GALS. DIESEL	1161	REILLY & SONS INC	11200241-531	09/23/21	1,732.04	PC	80526	7	
01430 2320	202.70 GALS. GASOLINE	1161	REILLY & SONS INC	11200413-530	09/23/21	523.57	PC	80526	8	
						19,009.26				
						19,009.26				

GENERAL LEDGER SUMMARY

GL Account #	Debit	Credit	Description
014XX-XXXX	3,736.15		GENERAL FUND Expense Account
01107-1010		3,736.15	GENERAL FUND Bank Account
054XX-XXXX	1,349.71		SEWER OPERATING Expense Account
05100-1005		1,349.71	SEWER OPERATING Bank Account
064XX-XXXX	13,923.40		REFUSE Expense Account
06100-1005		13,923.40	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.

MARPI7 run by BARBARA 10 : 51 AM

Report Date 09/29/21

Expenditures Register
GL-2109-80583

PAGE 1

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01 GENERAL FUND										
2226				21ST CENT.MEDIA NEWS #884433						
66676	1	01401	3400	ADVERTISING - PRINTING NOTICE E.GOSHEN TWP. BUSINESS PARK	2225804	09/29/21		09/29/21		46.62
										46.62
6				ABC PAPER & CHEMICAL INC						
66677	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS	115566	09/29/21		09/29/21		27.58
				AIR FRESHENER, SOFT SOAP & TISSUES						
66677	2	01409	3840	DISTRICT COURT EXPENSES	115566	09/29/21		09/29/21		27.58
				AIR FRESHENER, SOFT SOAP & TISSUES						
66678	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS	115512	09/29/21		09/29/21		247.80
				PLASTIC UTENSILS, PLATES, BOWLS, C- FOLD PAPER TOWELS & TOILET BOWL CLEANER						
										302.96
7				ABEL BROTHERS TOWING & AUTO						
66679	1	01430	2330	VEHICLE MAINT AND REPAIR	140592	09/29/21		09/29/21		787.50
				TRANSPORT MILITARY TRUCK #13 FROM HARRISBURG TO EAST GOSHEN						
										787.50
2762				AJB A.J. BLOSENSKI INC.						
66680	1	01438	2450	MATERIALS & SUPPLIES-HIGHWAYS	19901495	09/29/21		09/29/21		448.80
				3.11 TONS ROLLOFF HAULING - HERSHEY MILL STORM CLEANUP						
										448.80
4499				ALL OF A SUDDEN DESSERTS						
66681	1	01452	3508	ART	091821	09/29/21		09/29/21		90.00
				DESSERT VOUCHERS - C.CNTY ART WALK						
										90.00
2898				AQUASCAPES UNLIMITED						
66683	1	01454	3717	MARYDELL POND REHAB	4085	09/29/21		09/29/21		2,400.00
				FENCING & WATER LILIES - MARYDELL						
										2,400.00

Report Date 09/29/21

Expenditures Register
GL-2109-80583

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2717				HIGGINS & SONS INC., CHARLES A.						
	66693	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG. TRAF.LIGHT REPAIR - RT.352 & BOOT	54908	09/29/21		09/29/21		130.00
										130.00
627				HIGHWAY MATERIALS INC.						
	66694	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 1.03 TONS 9.5mm 0.3<3 H	236447	09/29/21		09/29/21		56.55
	66695	1	01438 2455	MATER. & SUPPLY-RESURFAC. HAULING FEE RE: INVOICE #232647	235309	09/29/21		09/29/21		1,638.75
	66696	1	01438 2455	MATER. & SUPPLY-RESURFAC. HAULING FEE RE: INVOICE #232874	235310	09/29/21		09/29/21		1,520.00
										3,215.30
719				KEEN COMPRESSED GAS COMPANY						
	66697	1	01430 2330	VEHICLE MAINT AND REPAIR OVAL PUNCHES & DIES AND SQUARE PUNCHES & DIES	30886290	09/29/21		09/29/21		679.08
										679.08
739				KNOX EQUIPMENT RENTALS INC.						
	66699	1	01454 3740	PARK MAINTENANCE & REPAIR MINI TRACK LOADER RENTL 9/9-9/14/21	82223.1.4	09/29/21		09/29/21		946.00
										946.00
756				LANE ENTERPRISES INC.						
	66700	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS GALVANIZED PARTS RE: WEXFORD STORM REPAIRS	527172	09/29/21		09/29/21		11,295.04
										11,295.04
1817				LOWES BUSINESS ACCOUNT/GECF						
	66701	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS POLYURETHENE - SEMI GLOSS	091721	09/29/21		09/29/21		11.39
	66701	2	01409 3740	TWP. BLDG. - MAINT & REPAIRS CREDIT RE: OVERPAYMENT 8/17/21	091721	09/29/21		09/29/21		-0.42
	66701	3	01433 2450	MATERIALS & SUPPLIES - SIGNS LUMBER FOR SIGN POSTS	091721	09/29/21		09/29/21		241.84
	66701	4	01437 2460	GENERAL EXPENSE - SHOP PLIERS 10" & 12" & BATTERIES	091721	09/29/21		09/29/21		106.36
										359.17

Report Date 09/29/21

Expenditures Register
GL-2109-80583

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
813				MAIN LINE CONCRETE						
	66703	1	01436 2450	STORMWATER MATERIALS & SUPPLIES FILTER DRAINAGE FABRIC - RE: STORM DAMAGE	488917	09/29/21		09/29/21		1,360.00
										1,360.00
1641				NAPA AUTO PARTS						
	66704	1	01430 2330	VEHICLE MAINT AND REPAIR BATTERIES (4)	049011	09/29/21		09/29/21		1,027.96
										1,027.96
827				NEW ENTERPRISE STONE & LIME INC.						
	66705	1	01436 2450	STORMWATER MATERIALS & SUPPLIES 64.09 TONS R-7 RIP RAP DUE TO STORM DAMAGE	7644353	09/29/21		09/29/21		2,525.15
	66706	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 72.80 TONS 2A STONE	7647233	09/29/21		09/29/21		1,317.70
	66706	2	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 47.04 TONS AASHTO#57 STONE	7647233	09/29/21		09/29/21		1,051.34
										4,894.19
969				O'ROURKE & SONS INC.						
	66707	1	01436 2450	STORMWATER MATERIALS & SUPPLIES SQUARE ALUMINUM TUBING	092221	09/29/21		09/29/21		40.00
										40.00
1555				PECO - 45168-01609						
	66708	1	01409 3840	DISTRICT COURT EXPENSES 45168-01609 8/18-9/20/21 GAS DC	092121	09/29/21		09/29/21		28.55
	66708	2	01409 3605	PW BLDG - FUEL, LIGHT, SEWER & WATER 45168-01609 8/18-9/20/21 ELEC. PW	092121	09/29/21		09/29/21		498.57
										527.12
2592				PECO - 45951-30004						
	66710	1	01454 3600	UTILITIES 45951-30004 8/18-9/17/21 RESTROOMS	092021	09/29/21		09/29/21		44.90
										44.90
2591				PECO - 59500-35010						
	66709	1	01454 3600	UTILITIES 59500-35010 8/23 -9/22/21 POND PUMP	092321	09/29/21		09/29/21		33.21
										33.21

Report Date 09/29/21

Expenditures Register
GL-2109-80583

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Receipt Dte	Check#	Amount
01	GENERAL FUND									
1082				PIPE DATA VIEW						
66711	1	01436	2450	STORMWATER MATERIALS & SUPPLIES CLEAN & VACUUM STORM LINES	20532	09/29/21		09/29/21		1,155.00
66712	1	01436	2450	STORMWATER MATERIALS & SUPPLIES CLEAN & VACUUM STORM & SANITARY LINES	20546	09/29/21		09/29/21		970.00
										2,125.00
1087				PIPE XPRESS INC.						
66713	1	01430	2330	VEHICLE MAINT AND REPAIR 48X20 PIPE SOLID BELLED END	114921	09/29/21		09/29/21		2,595.60
										2,595.60
2417				PPC LUBRICANTS EAST						
66714	1	01430	2330	VEHICLE MAINT AND REPAIR 2 55 GAL. UNITS BLUE DEF.	1950609	09/29/21		09/29/21		372.00
										372.00
3258				SENN REPAIRS						
66715	1	01430	2330	VEHICLE MAINT AND REPAIR REPAIR A/C 2012 PETERBILT TRUCK	6099	09/29/21		09/29/21		330.83
										330.83
3120				STTC SERVICE TIRE TRUCK CTRS INC.						
66716	1	01430	2330	VEHICLE MAINT AND REPAIR 1 CARLISLE TURF MASTER & 1 DOUBLE COIN RT500 TIRE & FLAT REPAIR	A97564-17	09/29/21		09/29/21		446.64
										446.64
2273				VERIZON - 0527						
66718	1	01409	3605	PW BLDG - FUEL, LIGHT, SEWER & WATER 9/15/21 - 10/14/21	7504491-091421	09/29/21		09/29/21		214.47
										214.47
2868				VERIZON-1420						
66717	1	01409	3840	DISTRICT COURT EXPENSES 9/16/21 - 10/15/21	7504490-091521	09/29/21		09/29/21		86.93
										86.93

Report Date 09/29/21

Expenditures Register
GL-2109-80583

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05 SEWER OPERATING										
4500				AMMON, MARK						
66682	1	05364	1000	REVENUE - SEWER FEES	092421	09/29/21		09/29/21		28.10
				REFUND RE: OVERPAYMENT UTILITY ACCT #5957 - 714 PEACH TREE DR.						
										28.10
151				BLOENSKI DISPOSAL CO, CHARLES						
66686	1	05422	4502	R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS W/LINER 9/20/21	182179	09/29/21		09/29/21		186.00
										186.00
2442				KENT AUTOMOTIVE						
66698	1	05422	3700	R.C. STP-MAINT. & REPAIRS WASHERS, WIRE, HEX NUTS & SCREWS FOR PLANT & PUMP STATION REPAIRS	9308800006	09/29/21		09/29/21		884.22
66698	2	05422	3701	R.C. COLLEC.-MAINT. & REPR WASHERS, WIRE, HEX NUTS & SCREWS FOR PLANT & PUMP STATION REPAIRS	9308800006	09/29/21		09/29/21		884.21
66698	3	05420	3702	C.C. COLLEC.-MAINT. & REPR. WASHERS, WIRE, HEX NUTS & SCREWS FOR PLANT & PUMP STATION REPAIRS	9308800006	09/29/21		09/29/21		884.21
										2,652.64
1886				WITMER PUBLIC SAFETY GROUP						
66720	1	05422	3702	R.C. COLLECTION-MAINT. & REP I&I MSA METER SERVICE PLAN <i>Co meters</i>	2160772	09/29/21		09/29/21		633.00
										633.00

Report Date 09/29/21

Expenditures Register
GL-2109-80583

PAGE 8

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
08 BOND FUNDS (CAPITAL PROJECTS)										
3551	66702	1	08459 6001	MCAHON ASSOCIATES INC. SEGMENTS A&B ENGINEERING PROF.SERVICE - PAOLI PK.TRAIL A CONSTRUCTION 7/31-8/27/21	179728	09/29/21		09/29/21		12,890.76
										12,890.76
										56,651.27
0 Printed, totaling										56,651.27

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	40,260.77	GENERAL FUND
05	05	3,499.74	SEWER OPERATING
08	08	12,890.76	BOND FUNDS (CAPITAL PROJECTS)
		56,651.27	

PERIOD SUMMARY

Period	Amount
2109	56,651.27
	56,651.27

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 2 : 30 PM

Report Date 09/29/21

Expenditures Register
GL-2109-80586

PAGE 1

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05	SEWER OPERATING									
425				EAST GOSHEN TOWNSHIP - GENERAL						
66721	1	05420	1400	C.C. METERS -WAGES	092921	09/29/21	09/29/21	09/29/21	4847	2,909.49
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	2	05420	2510	C.C. METERS -VEHICLE OPER.	092921	09/29/21	09/29/21	09/29/21	4847	2,010.68
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	3	05420	1402	C.C. COLLECTION - WAGES	092921	09/29/21	09/29/21	09/29/21	4847	11,927.55
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	4	05420	2512	C.C. COLLEC.-VEHICLE OPER.	092921	09/29/21	09/29/21	09/29/21	4847	10,089.43
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	5	05420	1401	C.C. INTERCEPTOR - WAGES	092921	09/29/21	09/29/21	09/29/21	4847	470.41
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	6	05420	2511	C.C. INTERCPT-VEHICLE OPER	092921	09/29/21	09/29/21	09/29/21	4847	398.25
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	7	05420	1405	ASHBRIDGE WAGES	092921	09/29/21	09/29/21	09/29/21	4847	2,408.93
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	8	05420	2515	ASHBRIDGE - VEHICLE OPER	092921	09/29/21	09/29/21	09/29/21	4847	969.00
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	9	05420	1406	MILL VALLEY - WAGES	092921	09/29/21	09/29/21	09/29/21	4847	2,408.93
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	10	05420	2516	MILL VALLEY - VEHICLE OPER	092921	09/29/21	09/29/21	09/29/21	4847	969.00
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	11	05422	1401	R.C. COLLEC.- WAGES	092921	09/29/21	09/29/21	09/29/21	4847	17,405.02
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	12	05422	2511	R.C. COLLEC-VEHICLE OPER.	092921	09/29/21	09/29/21	09/29/21	4847	12,674.47
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	13	05422	1400	R.C. STP- WAGES	092921	09/29/21	09/29/21	09/29/21	4847	3,498.74
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	14	05422	2510	R.C. STP-VEHICLE OPER.	092921	09/29/21	09/29/21	09/29/21	4847	926.80
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	15	05429	1401	PA ONE CALL - WAGES	092921	09/29/21	09/29/21	09/29/21	4847	864.90
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						
66721	16	05429	1400	ADMIN.- WAGES	092921	09/29/21	09/29/21	09/29/21	4847	21,793.07
				Q3-2021 QUARTERLY REIMBURSEMENT - SEWER						

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount	
										91,724.67	
425	66721	17	05429	3730	EAST GOSHEN TOWNSHIP - GENERAL ADMIN.-BLDG.OVERHEAD Q3-2021 QUARTERLY REIMBURSEMENT - SEWER	092921	09/29/21	09/29/21	09/29/21	4847	4,832.42
										4,832.42	
06 REFUSE											
425	66722	1	06427	1400	EAST GOSHEN TOWNSHIP - GENERAL REFUSE - WAGES Q3-2021 QUARTERLY REIMBURSEMENT - REFUSE	092921-R	09/29/21	09/29/21	09/29/21	797	17,300.74
66722	2	06427	3730	ADMIN.BLDG.OVERHEAD Q3-2021 QUARTERLY REIMBURSEMENT - REFUSE	092921-R	09/29/21	09/29/21	09/29/21	797	538.22	
										17,838.96	
07 MUNICIPAL AUTHORITY											
425	66723	1	07424	1400	EAST GOSHEN TOWNSHIP - GENERAL ADMINISTRATIVE WAGES Q3-2021 QUARTERLY REIMBURSEMENT -MA	092921-MA	09/29/21	09/29/21	09/29/21	3289	8,192.78
										8,192.78	
										122,588.83	
										3 Printed, totaling 122,588.83	

FUND SUMMARY

Fund	Bank Account	Amount	Description
05	05	96,557.09	SEWER OPERATING
06	06	17,838.96	REFUSE
07	07	8,192.78	MUNICIPAL AUTHORITY
		122,588.83	

PERIOD SUMMARY

Period	Amount
2109	122,588.83
	122,588.83

Legend:

Expenditures Register Spooling to Windows Printers
 Print those ready to UPDATE
 Sorting by vendor
 Printing for GL Period 2109

MEMO

Date: September 29, 2021
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Amendment to County Tax Service Resolution

The Board passed resolution 2021-207 on September 7th, authorizing Chester County to collect real estate taxes for the township. The county has been working with a new solicitor to review some existing language in their contracts and resolutions. Consequently, they had some minor adjustments they would like to make to the language in our previously passed resolution.

Most notably, the stock resolution that was given to us by the county cited the wrong statute that allows for this type of arrangement. They also wanted to have the actual County Treasurer as being deputized in the resolution.

There is no change to anything discussed on this subject and already agreed to by the board. It is simply a language change that the County feels better reflects the nature of the agreement.

Draft Motion: Mr. Chairman, I move we pass resolution 2021-210, amending the previously passed resolution 2021-207, authorizing the collection of East Goshen real estate taxes by the Chester County Treasurer.

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2021-2010

A RESOLUTION AMENDING RESOLUTION 2021-207 ADOPTED ON SEPTEMBER 7, 2021, AUTHORIZING THE COLLECTION OF EAST GOSHEN TOWNSHIP REAL ESTATE TAXES BY THE CHESTER COUNTY TREASURER.

WHEREAS, on September 7, 2021, the East Goshen Township Board of Supervisors (the “Board”) adopted Resolution 2021-207 which authorized the Chester County Treasurer to collect the Township real estate taxes pursuant to an agreement to be entered into by the Township and Chester County; and

WHEREAS, Resolution 2021-207 incorrectly cited 72 P.S. Section 5511.4d. as authority for the Township to enter into an agreement with the County Treasurer to collect the Township’s real estate taxes; and

WHEREAS, the Resolution should have cited to the statutory authority in 72 P.S. Section 5511.22 which authorizes the Township Tax Collector to deputize a Deputy Tax Collector to oversee receipt, collection, and accounting of Township real estate taxes; and

WHEREAS, on September 8, 2021, Township Tax Collector, Giulio Perillo, signed an Affidavit deputizing the Township Manager, Derek Davis, to serve as Deputy Tax Collector and to “insure proper receipt and collection of all real estate taxes due, either directly or by contract with a third party, pursuant to 72 P.S. Section 5511.22”; and

WHEREAS, as contemplated by Resolution 2021-207, the Board authorized the Township to enter an Agreement for Services between East Goshen Township and the County of Chester whereby the County Treasurer’s office agreed to collect the Township’s real estate taxes; and

WHEREAS, on September 30, 2021, Township Tax Collector, Giulio Perillo, signed an Affidavit deputizing the County Treasurer, Patricia Maisano, and the County Treasurer’s Office, to serve as Deputy Tax Collector and to “insure proper receipt and collection of all real estate taxes due, either directly or by contract with a third party, pursuant to 72 P.S. Section 5511.22”; and

NOW THEREFORE it is hereby resolved by the Board that Resolution 2021-207 is amended as follows:

1. The first recital paragraph is amended to read as follows:

WHEREAS, pursuant to 72 P.S. Section 5511.22, the Tax Collector of a Municipality within the County of Chester, a Third Class County, may deputize one or more deputy tax collectors to assume the duties and responsibilities of billing and collecting all taxes levied by the Municipality; and

2. The second recital paragraph is amended to read as follows:

WHEREAS, East Goshen Township has requested that the Chester County Commissioners authorize the County Treasurer’s Office to collect Township Real Estate taxes and for the Chester County Commissioners to sign a written Agreement which memorializes all terms, conditions, powers, and scope of authority for this service as designated in that Agreement; and

3. The third recital paragraph is amended to read the following:

WHEREAS, the service shall commence upon execution of the Agreement by all parties and continue until December 31, 2021. The term of the Agreement shall automatically extend, should all parties take the necessary affirmative steps (affidavit, resolutions), until December 31, 2023, unless terminated with thirty (30) days prior written notice by either party; and

4. A fourth recital paragraph has been added and reads as follows:

WHEREAS, on September 30, 2021, Township Tax Collector, Giulio Perillo, signed an Affidavit deputizing the County Treasurer, Patricia Maisano, and the County Treasurer’s Office, to serve as Deputy Tax Collector and to insure proper receipt and collection of all real estate taxes due, either directly or by contract with a third party, pursuant to 72 P.S. Section 5511.22; and

5. The concluding paragraph reads as follows:

BE IT RESOLVED that the East Goshen Township Board of Supervisors authorize the Chester County Treasurer to commence collection of East Goshen Township Real Estate Taxes consistent with the terms and conditions set forth herein and as set for the in the formally executed Agreement.

RESOLVED and ADOPTED on the 5th day of October, 2021.

Derek J. Davis, Secretary

David E. Shuey, Chairman

Michael P. Lynch, Vice Chairman

John F. Hertzog, Member

Michele D. Truitt, Member

E. Martin Shane, Member

MEMO

Date: September 28, 2021
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Small Wireless Facilities (SWF) Review

Please read Kim Venzie's memo which outline this Small Wireless Facility (SWF) issue quite well. Essentially, federal law has changed and we need to keep up with the changes. Unlike most ordinances, this is not a simple change and entails some concurrent moving parts to accomplish the necessary framework. A new standalone ordinance has to be passed along with changes to our existing Zoning Ordinance. Additionally, a resolution will have to be passed to encompass design guidelines as well as a resolution to update our fee schedule to reflect a SWF.

The board is not being asked to pass anything tonight, but, if comfortable with the language, could authorize the solicitor and staff to advertise and start the process toward a hearing.



KIMBERLY P. VENZIE
p: 610.436.4400 Ext# 1650
f: 610.436.8305
e: kvenzie@buckleyllp.com
118 W. Market Street, Suite 300
West Chester, PA 19382-2928

MEMORANDUM

To: Derek Smith, East Goshen Township Manager
Mark Gordon, Director of Code Enforcement

From: Kimberly P. Venzie

Date: September 14, 2021

Subject: Wireless Communications Facilities (WCF) Ordinance Provisions,
Background of State and Federal Law, Updates to the Law, and
Amendments Needed related to Small Wireless Facilities (SWF)

Attachments to this Memorandum are as follows:

1. **Ordinance to update WCF provisions of the Zoning Ordinance.**
2. **Small Wireless Facilities Ordinance (which will be a standalone ordinance).**
2. **Small Wireless Facility Design Guidelines to be adopted by Resolution (also referred to in the SWF Ordinance).**

Several years ago, the Township amended its Zoning Ordinance in order to update certain wireless communications facilities ordinance provisions to comply with state and federal law. However, telecommunications law, and the technology associated with it, is constantly evolving. Below I have summarized legislative history in this area of law to bring you up-to-speed. I have also outlined the next steps that the Township needs to take in order to accommodate and manage the expected influx of 5G through the installation of small wireless facilities in the Township.

A. FEDERAL AND STATE LAW

Federal and state law regulating traditional cell towers, such as those that are hundred (100') feet or higher in height, have remained relatively unchanged in recent years. However, the laws and regulations that govern mini-cell towers have been in a constant state of flux over the last few years. This is in large part due to the federal government's support of the rapid deployment of distributed antennae systems (DAS) and small cell networks. DAS are the wireless communications facilities that are often referred to as mini-cell towers. DAS use small antenna to relay cellular and data signals

from mini-cell tower to mini-cell tower. DAS are often placed within public rights-of-way on existing utility poles, streetlamp posts or upon newly constructed poles. Certain types of DAS qualify as Small Wireless Facilities (“SWF”) which are subject to even less regulation.

There are currently a number of federal laws and regulations that govern a municipality’s authority to regulate WCF. Congress has passed certain statutes that are intended to facilitate the deployment of WCF, and the Federal Communications Commission (the “FCC”) has issued rulings that interpret these statutes and provide even more detailed guidance and directives that municipalities are required to follow in their local regulation of WCF.

The Telecommunications Act of 1996 (the “Telecommunications Act”) has been referred to as a deregulation of the telecommunications industry. The Telecommunications Act provides that no state or local regulation may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunication service. The Telecommunications Act also provides that applications need to be processed in a reasonable period of time. In 2009, the FCC issued a ruling (the “Shot Clock Ruling”) which provides for specific time limits for the review of zoning requests for certain wireless towers. The time period for an initial collocation request is 90 days and 150 days for new towers.

In 2012, Congress adopted Section 6409 of the Middle Class Tax Relief and Job Creation Act (the “Spectrum Act”) providing that local governments must approve any request for modification of an existing wireless tower or base station that does not substantially change the physical dimensions of the tower or base station. In 2014, the FCC issued the Wireless Infrastructure Order which implemented the Spectrum Act. This Order clarifies that the shot clocks for specific time of review and approval are also applicable to DAS and small cell deployments. This Order imposed time limits for the review of DAS facilities, 60 days for site modification and 90 days for a new installation. If a municipality does not meet these time limits, the applications are deemed granted unless both parties mutually agree to an extension of time.

In September of 2018, the FCC issued a ruling (referred to herein as the “FCC 2018 Ruling”) establishing federal regulations governing small cell wireless facilities and shorter shot clocks governing the amount of time within which local governments must review applications. The FCC provides a definition for small wireless facilities (“SWF”) and provides a 60-day review period for collocation and 90-day review period for new builds. Municipalities may charge fees that are no greater than a reasonable approximation of the objectively reasonable costs for processing such applications and managing deployments in the public rights-of-way. The FCC 2018 Ruling sets forth specific fees/costs that would be considered acceptable. Municipalities are permitted to impose aesthetics controls provided they are reasonable, no more burdensome than those applied to other types of infrastructure deployments within rights-of-way and published in advance. This FCC ruling also holds that the providers cannot be required to enter into agreements that mandate providers to pay municipalities a percentage of

their gross revenues or any type of fees that are not directly associated with costs incurred by the municipality.

In 2012, the Commonwealth of Pennsylvania adopted the Wireless Broadband Collocation Act (the “Broadband Act”) that expands upon federal law and streamlines the approval process for modifications and collocations of WCF. Under the Broadband Act, applications for replacement, collocation or modification of WCF or wireless support structures cannot be subject to the issuance of new zoning or land use approvals or reviews beyond the initial zoning or land use approval issued for the previously approved wireless support structure or wireless telecommunications facility. The Broadband Act also imposes a 90-day time frame for the review of applications for modifications or collocations of a WCF or the application is deemed approved. Most recently in June of 2021, Act 50 (referred to as the “Small Wireless Facilities Deployment Act”) was passed by the Commonwealth and this law appears to give municipalities slightly more control over design and location of SWF in their localities and encourages municipalities to adopt design regulations if they have not already done so.

Local municipalities that attempt to regulate WCF, including SWF, may do so provided those ordinances comply with, and do not conflict with, the above cited state and federal laws.

B. PUBLIC UTILITY STATUS AND ITS IMPACT UPON REGULATION

Prior to 2017, the Pennsylvania Public Utility Commission (“PUC”) considered DAS providers to be public utilities which allowed these companies to assert that they were exempt from zoning requirements and had the power to condemn. A Certificate of Public Convenience pre-empts local control over the siting of mini-cell towers. In 2017, the PUC then determined that DAS providers and operators did not meet the definition of public utility and therefore were not entitled to obtain Certificates of Public Convenience. However, this PUC decision was appealed, and the Pennsylvania Commonwealth Court held that DAS providers fall within the definition of a public utility. *Crown Castle NG East, LLC v. Pa. PUC*, 188 A.3d 617 (Pa. Cmwlth 2018). After a long appeal period, the Commonwealth Court decision was upheld by the Pennsylvania Supreme Court in 2020.

Thus, DAS network operators are again considered to be public utilities, and upon receipt of Certificate of Public Convenience from the PUC, network operators (also referred to as “providers”) are entitled to access public rights-of-way for installations, and municipal regulation of their networks is limited. However, it is important to note this PUC status determination was held to only be applicable to **neutral host** DAS network operators such as Crown Castle and similar entities. This is an important differential because not all DAS providers fall into this category, and if a DAS provider does not have a Certificate of Public Convenience from the PUC, municipal regulations would be fully applicable to that provider.

C. THE IMPACT OF THE RECENT 2018 FCC RULING AND PA ACT 50

The FCC 2018 Ruling is intended to remove state and local regulatory barriers that inhibit the deployment of infrastructure necessary for 5G, and other advanced wireless services. Amendments were made to Township's Zoning Ordinance to bring ordinance provisions into compliance with prior enacted laws. However, additional ordinance and design regulations are needed so that the Township can maintain some allowable control over SWF in the Township. It is clear from the FCC 2018 Ruling that the FCC expects municipalities to facilitate the deployment of wireless infrastructure. The FCC, relying on its interpretation of existing federal law, reminds local government that it cannot adopt a regulation or ordinance that prohibits or has the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunication service.

In particular, the FCC 2018 Ruling removes barriers to the deployment of WCF described as "Small Wireless Facilities". These are the facilities that will support the next generation of wireless services, known as 5G. The FCC Order defines "**Small Wireless Facilities**" (SWF) as **facilities mounted on structures 50 feet or less in height or on structures no more than 10 percent taller than adjacent structures with an antenna no more than three cubic feet and total wireless equipment no more than 28 cubic feet.** The FCC 2018 Ruling also adds a time clock for review and decisions on applications for WCF that qualify as SWF. SWF must be approved in either 60 days for co-locations on an existing structure or 90 days for a siting on a new structure. Permit fees for SWF need to be reasonable, fair and commensurate with actual costs incurred by the municipality. The FCC has determined that the following fee amounts are presumptively reasonable:

(1) \$500 as a non-recurring fee (this would be an up-front application fee that includes up to five SWF, and \$100 more for each additional SWF) and \$1,000 as a non-recurring fee for a new pole intended to support one or more SWF; and

(2) \$270 per SWF per year as a recurring fee which would include a ROW access fee or attachment to a municipally owned structure.

In addition to other determinations, the FCC 2018 Ruling provides that municipalities can set forth aesthetic requirements as long as they are reasonable, no more burdensome than those applied to other types of infrastructure deployments, and objective and published in advance.

New PA Act 50 mirrors much of the federal and state law already in place as discussed above with respect to SWF. However, a provision of Act 50 does appear to specifically allow municipalities to prohibit the installation of a new SWF in a neighborhood where all other utilities are required to be underground. However, the language of Act 50 does allow the provider to seek a waiver of that restriction. Municipalities may elect to include language in their design regulations to adopt the

specific prohibition; however, that language has to carefully follow PA Act 50 and that prohibition may be subject to future challenge for possibly conflicting with federal law.

D. OBJECTIVES & POLICY DECISIONS.

Below I have listed the documents attached to this Memorandum and what they are intended to accomplish:

- An Ordinance to amend the WCF provisions of your Zoning Ordinance to cross-reference the new SWF ordinance and provide that time lines for approvals be consistent with state and federal law (to avoid having to continually amend those sections).
- The Small Wireless Facilities Ordinance is a standalone ordinance to regulate SWF within ROWs. This ordinance references the design guidelines.
- The Small Wireless Facility Design Guidelines should be adopted by resolution and set forth all the design regulations for SWF in ROWs. These guidelines can be even more tailored to the Township's preferences. Input is needed as to what designs are deemed acceptable to the Township, particularly with respect to Figures 3 and 4 attached to the design regs.

As you will notice, the Small Wireless Facilities Ordinance (and related Design Guidelines) allow SWFs in all public Rights-of-Way and does not limit them to certain zoning districts or streets; however, the ordinance does attempt to control the appearance of these SWF through very specific design requirements which include some placement controls – such as new poles not being placed directly in front of a residential home. This type of design criteria has been provided by our office as a starting point and can certainly be changed. Wireless Communications Facilities that do not qualify as Small Wireless Facilities would be required to comply with Section 240-31.C.(3)(h) of the Zoning Ordinance which does provide for more stringent controls.

EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. ____ – 2021

AN ORDINANCE OF THE TOWNSHIP OF EAST GOSHEN, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE EAST GOSHEN TOWNSHIP CODE OF ORDINANCES, AS AMENDED, TO PROVIDE A NEW CHAPTER ENTITLED “CHAPTER 190 – SMALL WIRELESS FACILITIES” TO ALLOW FOR, AND REGULATE, SMALL WIRELESS FACILITIES, WITHIN THE PUBLIC RIGHTS-OF-WAY IN THE TOWNSHIP.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Goshen Township that the East Goshen Township Code of Ordinances, as amended, is hereby further amended as follows:

SECTION 1. A new Chapter 190 entitled “Small Wireless Facilities” is hereby enacted as part of the Code of East Goshen Township and shall read as follows:

CHAPTER 190
SMALL WIRELESS FACILITIES

§190-1. PURPOSE AND INTENT.

The purpose of this Chapter is to establish procedures and standards, consistent with all applicable federal and state, laws, for the consideration, permitting, siting, construction, installation, collocation, modification, operation, regulation and removal of Small Wireless Facilities (“SWF”) in the public right-of-way of streets and roads.

(A) The intent of this section is to:

- (1) Establish basic criteria for applications to install and/or collocate SWF in the public right-of-way;
- (2) Ensure that SWF are appropriately designed, constructed, modified, maintained, and removed when no longer in use in conformance with all applicable health and safety regulations;
- (3) Preserve the character of the Township by minimizing the potentially adverse visual impact of SWF through careful design, siting, landscaping and camouflaging techniques to blend these facilities into their environment to the maximum extent practicable;

- (4) Establish an application process and structure for payment of fees and charges to be uniformly applied to all applicants, operators and owners of SWF for such facilities;
- (5) Comply with, and not conflict with or preempt, all applicable state and federal laws, as may be amended or superseded, and all FCC rules and regulations to interpret and implement applicable federal statutes.

§190-2. APPLICABILITY

- (A) Subject to the provisions of this Chapter and granting of the required permits, an applicant may locate and/or collocate a SWF and construct, maintain, modify, operate, or replace wireless support structures in, along, across, upon, and under a public right-of-way.
- (B) An applicant and/or operator shall comply with this Chapter and any rules, regulations, and design guidelines adopted by the Township that are consistent with this Chapter for the installation and/or collocation of a SWF and construction, maintenance, modification, operation, or replacement of wireless support structures in, along, across, upon, and under the public rights-of-way, unless otherwise prohibited by state or federal law.
- (C) All SWF shall be constructed and maintained so as not to impede or impair public safety or the legal use of the public right-of-way by the Township, the traveling public, or other public utilities.
- (D) Nothing in this chapter precludes the Township from applying its generally applicable health, safety, and welfare regulations when acting on an application for a permit for a SWF in the public right-of-way.

§190-3. DEFINITIONS

COLLOCATION or COLLOCATE. The mounting or installing of an antenna facility on a pre-existing structure, and/or modifying a structure for the purpose of mounting or installing an antenna facility on that structure.

DECORATIVE POLE OR STRUCTURE. A pole, arch, or structure placed in the public right-of-way specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed or are permitted to be placed in accordance with nondiscriminatory Township practices except for any of the following:

- (1) Electric lighting;
- (2) Specially designed information or directional signage;
- (3) Temporary holiday or special event attachments;
- (4) Small Wireless Facilities.

DESIGN GUIDELINES. Means those detailed design guidelines, specifications and examples promulgated by resolution that address, on a nondiscriminatory basis, the design and installation of facilities in the public rights-of-way, insofar as they do not conflict with any federal or state law, rule and regulation, including this Chapter.

TOWN CENTER/HISTORIC DISTRICT. An area that is zoned or otherwise designated as the Town Center and/or Historic District, or is otherwise subject to historic preservation regulations, under municipal, state or federal law and for which the Township maintains and enforces in an uniform and nondiscriminatory basis with regard to all users of the public right-of-way pursuant to this Chapter.

LOCATE. Means to install, mount, maintain, modify, operate, or replace SWF.

OWNER. A provider, operator or owner of SWF (who may also be the applicant).

PUBLIC RIGHT-OF-WAY. The surface of and the space above and below the paved or unpaved portions of any public street, public road, public highway, public way, public alley, public sidewalk, and any other land dedicated or otherwise designated for the same now or hereafter held by the Township or other governmental entity.

SMALL WIRELESS FACILITY “SWF”. A type of Wireless Communication Facility (WCF) as specifically defined by the Federal Communications Commission in Part 1 of Title 47 of the Code of Federal Regulations as follows, or as hereinafter amended:

(A) “Small Wireless Facility” means a facility that meets each of the following conditions:

- a. The structure on which antenna facilities are mounted –
 - i. Is 50 feet or less in height, or
 - ii. Is no more than 10 percent taller than other adjacent structures, or
 - iii. Is not extended to a height of more than 10 percent above its preexisting height as a result of the collocation of new antenna facilities; and
- b. Each antenna (excluding associated antenna equipment) are cumulatively no more than three cubic feet in volume; and
- c. All antenna equipment associated with the facility (excluding antennas) are cumulatively no more than 28 cubic feet in volume; and
- d. The facility does not require antenna structure registration under 47 CFR Part 17.
- e. The facility is not located on Tribal lands, as defined under 36 CFR § 800.16(x); and
- f. The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 CFR § 1.1307(b).

TOWNSHIP-OWNED POLE. Means (i) a Utility Pole owned or operated by the Township, including a Utility Pole that provides lighting or traffic control functions, or other law enforcement functions, including light poles, traffic signals, and structures for signage, and (ii) a pole or similar structure owned or operated by the Township such as a Decorative Pole.

TRANSMISSION POLE. A pole or similar structure that is used in whole or in part to carry electric transmission (as opposed to distribution) lines.

UTILITY POLE. A pole or similar structure that is designed for, or used, for carrying electric distribution lines or for carrying cables or wires for electric, cable, or telecommunications service or for lighting, traffic control, or directional signage.

WIRELESS SUPPORT STRUCTURE. A freestanding structure, including a monopole, Decorative Pole, Township-Owned Pole, Transmission Pole, and Utility Pole, or other existing or proposed structure designed to support or capable of supporting SWF.

§190-4. APPLICATION PROCESS

- (A) *Application Required.* An applicant must apply to the Township to locate a new SWF and/or collocate any portion of a SWF on an existing Wireless Support Structure or to construct, maintain, modify, operate, or replace Wireless Support Structures in, along, across, upon, and under the Public Right-of-Way. Anyone seeking to perform any of these actions shall first duly file a permit application with the Township, in accordance with the requirements of this Chapter and additional requirements as set forth in the Small Wireless Facilities Design Guidelines as adopted by resolution and which may be modified from time to time by further resolution.
- (B) *Permit Required.* No person shall occupy or use the public right-of-way without first obtaining, under this Chapter, the required permit from the Township. Before placing SWF in the public right-of-way, an owner must apply for and receive a permit. This provision shall not be construed to waive any application fees, or any other construction or work permit necessary for work in the Township. While notice to the Township is required, a permit from the Township shall not be required for routine maintenance or same-size and type replacement of Small Wireless Facilities that do not interfere with pedestrian or vehicular traffic.
- (C) *Required Application Materials.* Unless otherwise required by state or federal law, all applicants shall submit to the Township all materials and information associated with each application as outlined below for the application to be considered complete:
 - (1) The Applicant's name, address, telephone number and e-mail address;

- (2) Facility owner's name, address, telephone number and email address, if different from Applicant;
- (3) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the application, and if warranted written authorization for those consultants to speak on behalf of the applicant.
- (4) A description of the Small Wireless Facilities being proposed in order for the Township to verify that the proposed facilities are Small Wireless Facilities as specifically defined by the FCC;
- (5) A mapping showing the exact location of the proposed Small Wireless Facilities in the case of multi-site applications and photo simulations/depictions of the type and style of the proposed Small Wireless Facilities (which should be in compliance with the Township's Small Wireless Facility Design Guidelines).
- (6) A description of the proposed scope of work for the location or Collocation of the SWF. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters, including but not limited to sub-surface utilities, likely to be affected or impacted by the work proposed;
- (7) Verification that the SWF shall comply with this Chapter, including all applicable Small Wireless Facilities Design Guidelines;
- (8) Verification of payment of the application fees, annual municipal consent or administrative fee for use of Public Rights-of-Way and acknowledgment of its continuing annual obligation;
- (9) Evidence the Applicant has received any necessary certificate of public convenience and necessity or other required authority from the Federal Communications Commission, or a statement that it is not required;
- (10) A copy of an approved Pennsylvania Department of Transportation permit and all documents required by PennDOT as part of the encroachment permit application, if the proposed location is within a PennDOT Right-of-Way; and,
- (11) The applicant must provide a statement that the applicant has a lease, attachment agreement or other authorization from the owner of the Wireless Support Structure proposed for Collocation.

§190-5. FEES AND COSTS

- (A) *Rights-of-Way Access Fees:* Each individual Applicant will be subject to an annual Rights-of-Way access fee if locating within a Township owned Public Right-of-Way. Such fees shall not be in excess of those amounts deemed reasonable by the Federal Communications Commission.
- (B) *Application processing costs.* Unless otherwise provided by law, all applications for permits pursuant to this Chapter shall be accompanied by an application processing cost as follows: 1) application costs for Small Wireless Facilities addressed in a consolidated application shall be \$500 which may include up to five Small Wireless Facilities, and an additional \$100 for each Small Wireless Facility beyond five, up to and including 30 total Small Wireless Facilities per one application, and 2) application costs of \$1,000 for a new pole (not a collocation) intended to support one or more Small Wireless Facilities. Such costs may be altered by resolution but only in compliance with state and/or federal limits upon such costs.
- (C) *Compensation.* In addition to the applicable fee as specified above, every permit shall include as a condition the Applicant's agreement to pay a Right-of-Way access fee of \$200 per Small Wireless Facility per year, and/or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the Township. Additionally, if the Small Wireless Facilities is proposed to be located upon a Township-Owned Pole with a Right-of-Way, and the Township consents to such Collocation, an additional annual fee of \$70 per Small Wireless Facility shall be payable to the Township for such placement. Such fees may be altered by resolution but only in compliance with state and/or federal limits upon such costs.
- (D) Small Wireless Facilities collocated on Township-owned utility poles or structures outside the Township rights-of-way are not subject to the rate limitations in this Chapter. Additionally, if the rate limitation imposed by the Federal Communications Commission is altered in the future, the Township may alter its fees by resolution to be consistent with the Federal Communications Commission's determinations or as might be otherwise altered by the state or federal government.
- (E) *Cease Payment.* Upon thirty (30) days written notice to the Township, an Owner is authorized to remove its Small Wireless Facility from a Township-Owned Pole and cease paying the annual fee to the Township as of the next due date for payment following the removal, provided; however, the Owner shall pay its pro-rata share of the remaining term and expenses, if any.
- (F) *Make-ready.* For Township-Owned Poles, the applicant shall reimburse the Township for expenses for any reasonable make-ready work, if any are required. The Township shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested SWF, including pole

replacement if necessary, within thirty (30) days after receipt of a completed request.

§190-6. APPLICATION REVIEW TIMEFRAMES

(A) Permit Application Review.

- (1) Collocation of SWF. Absent a written agreement to the contrary between the Township and the Applicant, the Township shall grant or deny an application to collocate, or to replace or modify any portion of a SWF on, or associated with, an existing wireless support structure not later than sixty (60) days after the date of filing by an entity of a completed application.
- (2) Installation of New SWF. Absent a written agreement to the contrary between the Township and the Applicant, the Township shall grant or deny an application for a SWF within the Public Right-of-Way not later than ninety (90) days after the date of filing by an entity of a completed application.
- (3) Removal of SWF. The Township shall act on requests to remove Wireless Support Structures associated with SWF from the Public Right-of-Way typical to the review timeframes for the Public Right-of-Way permit required for this activity.
- (4) Completeness. Within ten (10) business days of receiving an application, the Township will determine and notify the Applicant whether the application is complete; or if an Application is incomplete, the Township must specifically identify the missing information.
- (5) *Application Denials.*
 - (a) The Township shall not unreasonably withhold or deny an application for a permit to place a SWF within the Public Right-of-Way.
 - (b) If an application is denied, the Township will provide in writing its reasons for denying the request, including, if applicable, specific references to any applicable law supporting the denial.
 - (c) Notwithstanding an initial denial, the Applicant may cure the deficiencies identified by the Township and resubmit the Application within thirty (30) days of the denial, and the Township will approve or deny the revised Application within thirty (30) days of receipt of it, unless additional deficiencies are discovered.

§190-7. CONSOLIDATED APPLICATION FOR MULTIPLE SWF

- (A) Applicants seeking to construct, modify, collocate, or replace more than one SWF, may file, at the applicant's discretion, a consolidated application for up to 30 requests in a single application and receive a single permit for the construction, modification, collocation, or replacement of the SWF subject to the following:
 - (1) This single application may be filed for multiple SWF only if they are of substantially the same type.
 - (2) The Township must separately address SWF for which incomplete information has been received or which are denied, and it must grant a permit for any and all sites in a single application that it does not deny subject to the requirements of this Chapter.

§190-8. MAXIMUM HEIGHT, PROXIMITY OF SWF AND ALTERNATE LOCATIONS

- (A) **Maximum Height.** The maximum height of a new pole for the installation of a SWF is limited to a maximum height of fifty (50) feet, subject to any restrictions imposed by the Small Wireless Facility Design Guidelines. Applicant may collocate on existing Wireless Support Structures provided the Small Wireless Facility's height still qualifies as a Small Wireless Facility as defined by this Chapter and as by the Federal Communications Commission.
- (B) **Alternate Locations.** If an applicant is seeking to install a new Wireless Support Structure as part of its application, the Township may propose that the Small Wireless Facility be located on an existing utility pole or existing Wireless Support Structure within one hundred (100) feet of the proposed location. The Applicant shall accept the proposed alternate location so long as it has the right to use the location on reasonable terms and conditions, unless the alternate location imposes technical limits, acts as an effective prohibition under federal law, or additional unreasonable costs will be incurred as determined by the Applicant. If the Applicant refuses an alternate location based on the foregoing, the Applicant shall provide legally competent evidence in the form of a written certification describing the property rights, technical limits or cost reasons that prevent the alternate location from being utilized.
- (C) The Township may reserve space on Township-Owned Poles for future public safety uses or for Township electric utility uses. Such reservation may preclude collocation of Small Wireless Facilities if the Township reasonably determines that the Township's poles cannot accommodate both uses, or if the collocation cannot be accommodated due to physical limitations of the Township-Owned Poles.
- (D) In certain circumstances, collocation may not be feasible, and a new pole needs to be installed by the Applicant. In such cases, a Small Wireless Facility located on a

new pole shall be separated by 150 feet from any other Small Wireless Facility located upon a pole with that singular purpose (meaning it is not a collocation but another stand-alone SWF pole).

§190-9. GENERAL DESIGN REQUIREMENTS

- (A) The Township has, or shall, adopt Small Wireless Facility Design Guidelines with objective, technically feasible criteria applied in a non-discriminatory manner that reasonably match the aesthetics and character of the immediate area.
- (B) The Small Wireless Facility Design Guidelines may include examples of SWF preferences including visual depictions (if readily available and identified by the Township).
- (C) The provisions in this Chapter shall not limit or prohibit the Township's discretion to promulgate and make publicly available other information, materials or requirements in addition to, and separate from, Small Wireless Facility Design Guidelines so long as the information, materials, or requirements do not conflict with state or federal law.
- (D) All Small Wireless Facilities and associated equipment located within the Public Right-of-Way shall be located such that it meets ADA requirements and does not hinder, obstruct or impede usual pedestrian and vehicular travel.
- (E) The Township shall have authority to update or supplement the Small Wireless Facility Design Guidelines to address relevant changes in law, technology, or administrative processes.
- (F) Wireless Support Structure Design Standards
 - (1) General Guidance
 - (a) SWF equipment must be indistinguishable from the support pole or structure to the greatest degree possible using matching colors, textures, and materials. The antennas and related equipment shall be in a color that will provide the most camouflage and blend in with the existing environment.
 - (b) All wires, antennas, and other small wireless facility equipment shall be enclosed and not visible.
 - (c) Screening and equipment enclosures shall blend with or enhance the surrounding context in terms of scale, form, texture, materials, and color. Equipment shall be concealed as much as possible by blending into the natural and/or physical environment.

- (d) Casing to enclose all wires, antennas, and other small wireless facility equipment may be mounted on top of existing and new poles in a cylinder shape to look like an extension of the pole.
- (e) Brand logos and other signage are prohibited on all SWF except contact information to be used by workers on or near the SWF and as otherwise required by federal or state law. Signage will be no larger than required to be legible from street level.

§190-10. TOWN CENTER/ HISTORIC DISTRICTS OR HISTORIC PRESERVATION PROTECTED AREAS

- (A) This Chapter may not be construed to limit the Township's authority to enforce historic preservation zoning regulations consistent with the local, state or federal law including the National Historic Preservation Act of 1966 (54 U.S.C. Section 300101 et seq.), and the regulations adopted to implement those laws.
- (B) As a condition for approval of new Small Wireless Facilities or new Wireless Support Structure in a Town Center/Historic District (existing or as established in the future), the Applicant shall comply, to the greatest extent possible, with the design and aesthetic standards of the Town Center/Historic District, or historic preservation standards in place, to minimize the negative impact to the aesthetics in these districts or areas.
- (C) New Districts. Nothing in this Chapter shall prohibit or otherwise limit the Township from establishing subsequent new town center or historic districts, provided however, that facilities and structures for which a permit was approved or deemed approved pursuant to this Chapter prior to the establishment of the new district remain subject to the provisions of this Chapter, including routine maintenance and replacement of those facilities and structures. If a wireless services provider or a wireless infrastructure provider replaces such facilities in a manner that does not comply with this Chapter, or if a wireless services provider or a wireless infrastructure provider relocates such facilities, such replacement or relocation is subject to the then-existing provisions and requirements of the newly established district.

§190-11. GENERAL CONDITIONS AND REQUIREMENTS OF PERMIT APPROVAL

- (A) *Permit Effect and Duration.* The Township's approval term for collocation or a new pole shall be for a period of nine (9) months. If construction, installation or collocation is not begun within such nine (9) month period, a new application must be submitted for review including any required fee. A permit from the Township authorizes an Applicant to undertake only certain activities in accordance with the Chapter and does not create a property right or grant any authority whatsoever to the Applicant to impinge upon the rights of others.

- (B) *Compliance with all applicable laws and Township Code.* Owner/Permittee shall always maintain compliance with all applicable federal, state and local laws, regulations, ordinances, or other rules. If state or federal standards and regulations are amended, the owners of any portion of SWF governed by this Chapter shall bring any facilities and/or structures into compliance with the revised standards and regulations within the time mandated by such amendment or, if no time is mandated, as soon as practicable under the circumstances, but no longer than ninety (90) days. The Township is not required to provide notice of any amendments in order to trigger this responsibility. Failure to bring SWF into compliance with any revised standards and regulations shall constitute grounds for removal at the owner's expense.
- (C) *Inspections; emergencies.* The Township or its designee may inspect any portion of SWF in the right-of-way upon reasonable notice to the Owner. The Owner shall cooperate with all inspections. The Township reserves the right to support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property. If circumstances permit, the Township shall notify the Owner and provide the opportunity to move such facilities, poles, or support structures prior to the Township doing so, and the Township shall notify the Owner after doing so.
- (D) *Relocation or adjustment as requested by Township.* If requested by the Township, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety, and welfare of the public, an Owner shall relocate or adjust its facilities within the Public Right-of-Way at no cost to the Township, as long as such request similarly binds all users in or on such public way. Such relocation or adjustment shall be completed in accordance with law.
- (E) *Contact information for responsible parties.* Within 10 days of any changes to any of the contact information provided in the application, the Applicant shall provide notice of the change to the Township.
- (F) *Indemnification.* Any entity who owns or operates SWF in the Public Right-of-Way shall indemnify, protect, defend, and hold the Township and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the entity who owns or operates the SWF and wireless service in the right- of-way, any agent, officer, director, representative, employee, affiliate, or subcontractor of the operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in the right-of-way.

- (G) *Good condition required.* SWF shall at all times be kept and maintained in good condition, order, and repair by qualified maintenance and construction personnel, so that the same shall not menace or endanger the health, safety or welfare of any person or property. All SWF shall be subject to generally applicable property maintenance requirements and to visual inspection by code enforcement officers.
- (H) *Relocation for public improvement projects.* To the extent that the Township requires it to do so in the reasonable exercise of its police powers, Owner shall remove and relocate the permitted SWF at Owner's sole expense to accommodate construction of a public improvement project by the Township.

§190-12. REMOVAL OF SWF IF USE DISCONTINUED OR ABANDONED.

- (A) If a SWF is discontinued for a period of 120 days or is abandoned without notice from the owner, it shall be considered abandoned and the Township may remove it at the owner's expense if the Township provides written notice of its intent to remove under this section and, within thirty (30) days after receipt of such written notice, the Owner of the SWF does not reply to the Township in writing that the SWF continues to be in operation. Costs for such removal shall be collectible as allowed by law.
- (B) The Township reserves the right to inspect and to request information from the Owner, which the Owner shall provide following such request, as to the continued use of the operator's SWF(s) within the right-of-way.

§190-13. SAFETY REQUIREMENTS

- (A) Prevention of failures and accidents. Any person who owns or operates a portion of a SWF sited in the Public Right-of-Way shall always employ ordinary and reasonable care and install and maintain it using industry standard technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.
- (B) Compliance with fire safety and FCC regulations. All SWF, including, but not limited to wires, cables, fixtures, and other equipment, shall be installed and maintained in compliance with the requirements of any applicable provisions of the National Electric Code and building codes, and in such manner that will not interfere with the use of other property or any existing public/private utilities or public safety systems.
- (C) Each attachment of wireless facilities should bear a marker or insignia legible at street level, identifying the Owner of the SWF and contact information.

§190-14. EXCEPTIONS TO APPLICABILITY

- (A) Nothing in this Chapter authorizes the collocation of small wireless facilities on:
- (1) Property owned by a private party without the written consent of the property owner;
 - (2) Property owned or controlled by a unit of local government that is not located within Public Rights-of-Way without the written consent of the unit of local government (local governments are, however, required to authorize the collocation of small wireless facilities on utility poles owned or controlled by the local government or located within rights-of-way to the same extent the local government permits access to utility poles for other commercial projects or uses);
 - (3) A privately-owned utility pole or wireless support structure, without the consent of the property owner; or
 - (4) Property owned, leased or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes, without the consent of the affected district.

§190-15. APPEALS AND CONSISTENCY WITH STATE AND FEDERAL LAWS.

The appeals process shall be as provided and set forth by state and federal laws including any rulings issued by the Federal Communications Commission. The provisions contained herein regulating Small Wireless Facilities are intended to comply with federal and state laws and regulations in effect as of the date of adoption of this section. To the extent that any of the provisions in this section conflict with any federal or state statute or regulations, the federal or state statutes or regulations shall control unless the applicable federal or state statutes or regulations allow for more stringent provisions in local ordinances. In which case, the more stringent provisions of local ordinances shall remain in effect and shall control in such instances.

§190-16. SEVERABILITY

The provisions of this Chapter are severable. If any provision or subsection, or the application of any provision or subsection to any person or circumstances is held invalid, the remaining provisions, subsection, and applications of such Chapter to other persons or circumstances shall not be made invalid as well. It is declared to be the intent of this section that the remaining provisions would have been adopted had such invalid provisions not been included in this chapter when originally adopted by the Board.

§190-17. PENALTIES

Any person, firm or corporations who violates or permits a violation of this Chapter shall, upon conviction in a summary proceeding brought before a Magisterial District Judge under the Pennsylvania Rules of Criminal Procedure, be guilty of a summary offense and shall be punishable by a fine of not more than \$1,000, plus costs of prosecution. In default of payment thereof, the defendant may be sentenced to imprisonment for a term not exceeding 90 days. Each day or portion thereof that such violation continues or is permitted to continue shall constitute a separate offense, and each day or portion thereof that such violation continues or is permitted to continue shall constitute a separate offense, and each section of this Chapter that is violated shall also constitute a separate offense. Nothing herein shall prevent the Township from taking any other lawful action, including civil actions at law or equity, including temporary restraining orders, preliminary injunctions and permanent injunctions, as is necessary to prevent or remedy any violations.

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

SECTION 3. GENERAL CODE. General Code is hereby authorized to make any necessary formatting and numbering changes needed in order for this Ordinance to be made consistent with the formatting and numbering standards applicable to the East Goshen Township's Code of Ordinances as published by General Code.

SECTION 4. REPEALER. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective upon enactment as provided by law.

ENACTED AND ORDAINED this day of _____, 2021.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Derek J. Davis, Secretary

David E. Shuey, Chair

Michael P. Lynch, Vice-Chair

John Hertzog, Member

E. Martin Shane, Member

Michele Truitt, Member

EAST GOSHEN TOWNSHIP
SMALL WIRELESS FACILITY DESIGN GUIDELINES

I. PURPOSE AND COMPLIANCE

The municipality finds that in order to protect the public health, safety and welfare of its residents and to reasonably manage and protect the public rights-of-way (the "ROW") and its uses in the municipality, it is in the best interest of the municipality and its residents and businesses to establish Small Wireless Facility Design Guidelines (the "Guidelines") to provide the aesthetic requirements and other specifications and reasonable conditions that small wireless facilities and wireless support structures installed within the public ROW must meet prior to and following installation.

The objective of these Guidelines is to strike a balance between preserving and protecting the character of the municipality through careful design, siting, and camouflaging techniques to blend these facilities into their surrounding environment and provide other reasonable conditions upon such placement and use of the ROW, while enhancing the ability of small wireless facilities carriers to deploy small wireless facilities and wireless support structures in the municipality effectively and efficiently so that residents, businesses, and visitors benefit from ubiquitous and robust wireless service availability.

These Guidelines apply to requests to locate small wireless facilities ("SWF") in the ROW and ongoing use of the ROW for such purposes. These Guidelines are administered through the permitting process conducted by the codes department or zoning officer of the municipality.

Placement or modification of a SWF and/or wireless support structures shall comply with these Guidelines at the time the permit for installation or modification is approved and as amended from time to time. Wireless service providers and permittees are also required to comply with municipal ordinances, codes and other applicable law and regulations.

II. DEFINITIONS

The definitions contained in the municipality's Zoning Ordinance, and any Small Wireless Facilities Ordinance, as applicable to wireless

communications facilities are incorporated into this policy by reference as though fully set forth herein.

III. APPLICATION REQUIREMENTS

As part of the permitting process, the following must be provided:

A. PROOF OF AGENT DESIGNATION (IF APPLICABLE)

If the applicant is serving as an agent of a SWF owner/operator, the applicant must provide written documentation of the agent designation signed by the owner/operator.

B. MAP

The applicant must include an aerial map showing the location of the proposed or existing support structure to which the SWF is proposed to be attached, or from which a SWF is proposed to be removed.

C. PHOTO SIMULATIONS

For all applications to locate SWF in the ROW, the applicant shall provide photo simulations from at least two reasonable line-of-site locations near the proposed project site. The photo simulations must be taken from the viewpoints of the greatest pedestrian or vehicular traffic.

D. CONSOLIDATED APPLICATIONS

An applicant seeking to construct, modify, collocate or replace more than one SWF or more than one wireless support structure within the municipality may file a consolidated application for multiple small wireless facility requests or wireless support structure requests provided the requests grouped on a consolidated application only address substantially the same type of SWF or substantially the same type of wireless support structures.

E. SITE AND OTHER PLANS AND STRUCTURAL CALCULATIONS

The applicant must include fully dimensioned site plans, elevation drawings and structural calculations that depict any known existing wireless facilities with all existing transmission equipment and other improvements, the proposed facility with all proposed transmission

equipment and other improvements, and the legal boundaries of the existing right-of-way and any associated access and utility easements. Fully dimensioned site plans shall indicate the spacing from existing curb, driveways, sidewalks, light poles and any other poles or appurtenances.

F. FULL DESCRIPTION OF NUMBER AND DIMENSIONS OF FACILITIES AND/OR STRUCTURES TO BE INSTALLED

The applicant must include a full description of the number and dimensions of all SWF proposed to be installed and the wireless support structure, either new or existing, to be utilized for each SWF. For all equipment proposed to be installed, the applicant must include: (1) the manufacturer's name and model number; (2) physical dimensions, including without limitation, height, width, depth and weight with mounts and other necessary hardware; and (3) the ambient noise level generated from the equipment, if any.

G. OWNER'S AUTHORIZATION AND SUBMISSION OF FEES

For any application to attach a SWF to a wireless support structure that is not owned by the municipality, the applicant must submit evidence sufficient to show that either: (1) applicant owns the proposed support structure; or (2) applicant has obtained the owner's written authorization to file the application. The applicant shall also submit the appropriate application fees to the Township and agree to pay any Right-of-Way access fees applicable to the project.

IV. AESTHETIC REQUIREMENTS FOR SMALL WIRELESS FACILITIES

A. ANTENNAS

1. Each small wireless antenna shall be located entirely within a shroud or canister type enclosure.
2. The diameter of the antenna enclosure at its widest point should not be wider than two times the diameter of the top of the wireless support structure. The enclosure shall not exceed six cubic feet in volume.
3. All antenna enclosures shall either be mounted to the top of the wireless support structure pole and aligned with the centerline of the wireless support structure, or mounted to the side of the wireless

support structure such that the vertical centerline of the antenna enclosure shall be parallel with the wireless support structure with the height of the side mounted antenna being at a location on the wireless support structure noted in the application and approved by the municipality, but at least 10 feet above ground level at its lowest point.

4. Tree "topping" or the improper pruning of trees is prohibited.

B. CABLES AND WIRES

All cables, wires and connectors related to the SWF must be fully concealed on the wireless support structure and shall match the color of the wireless support structure. There shall be no external cables and wires related to the SWF hanging off or otherwise exposed on the wireless support structure.

C. COLORS

All colors shall match the background of any wireless support structure that the facilities are located upon, including equipment cabinets. Notwithstanding the foregoing, in the case of existing wood utility poles, finishes of conduit shall be zinc, aluminum or stainless steel, or colored to match those metal finishes, and equipment cabinets shall be the color of brushed aluminum.

D. EQUIPMENT ENCLOSURES/CONCEALMENT

1. Equipment enclosures, including electric meters, shall be as small as possible, but in no event larger than 28 cubic feet in volume. Ground-mounted equipment shall incorporate concealment elements into the proposed design matching color and materials of the wireless support structure, unless other materials or colors are approved by the municipality. Concealment may include, but shall not be limited to, landscaping, strategic placement in less obtrusive locations and placement within existing or replacement street furniture.
2. Radio equipment shall be fully enclosed within an equipment cabinet or concealed within the antenna shroud enclosure matching the color and materials of the wireless support structure, unless other materials or colors are approved by the municipality.

3. Landscaping concealing equipment enclosures shall be planted in such quantity and size such that 100% screening is achieved within two years of installation.

E. SIGNAGE/LOGOS/LIGHTS/DECALS/COOLING FANS

1. Signage: The SWF permittee shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the small wireless facility that is visible to the public. Signage required under this section shall not exceed 4 inches by 6 inches. If no cabinet exists, the signage shall be placed at the base of the pole.
2. Lights: New small wireless facilities and wireless support structures shall not be illuminated, except in accordance with state or federal regulations, or unless illumination is integral to the camouflaging strategy such as design intended to look like a streetlight pole.
3. Logos/Decals: The small wireless facility operator/permittee shall remove or paint over unnecessary equipment manufacturer decals. The color shall match or shall be as approved by the municipality. SWF and wireless support structures shall not include advertisements and may only display information required by a federal, state or local agency. The SWF operator/permittee shall utilize the smallest and lowest visibility RF warning sticker required by government or electric utility regulations. Placement of the RF sticker shall be as close to the antenna as possible.
4. Cooling Fans: In residential areas, the small wireless facility operator/permittee shall use a passive cooling system. In the event that a fan is needed, the small wireless facility operator/permittee shall use a cooling fan with a low noise profile.

V. LOCATION REQUIREMENTS

A. COLLOCATION PREFERENCE

It is the municipality's strong preference that whenever an applicant proposes to place a new small wireless facility that the applicant collocate the same on existing wireless support structures.

B. LEAST PREFERABLE LOCATIONS

Residential Districts, Historic Districts and locations in close proximity to historic buildings or structures are the least preferred areas for new small wireless facilities and collocation is much preferred.

C. RESIDENTIAL DISTRICTS WHERE ALL UTILITIES ARE LOCATED UNDERGROUND

In residential district or historic districts where all utilities are located underground (other than municipal poles and attachments, including replacements of same), wireless support structures shall be prohibited. However, in instances where a wireless support structure is deemed to be necessary by the applicant in a residential district where all utilities are located underground, the applicant may seek a waiver for the installation of a new wireless support structure. The waiver request shall be addressed in a public hearing to be held by the Board of Supervisors. The owner of the property upon which the proposed wireless support structure is to be located upon (albeit within the right-of-way) shall be afforded an opportunity to participate in the hearing. A waiver may only be granted if the property owner approves of such waiver. If a new wireless structure is granted a waiver, such wireless support structure shall be designed to blend in with the neighborhood in the form of decorative poles or streetlights, and specifically constructed to comply with the design specifications designated for those types of neighborhoods.

D. CONSIDERATION OF ALTERNATE LOCATIONS

The municipality reserves the right to propose an alternate location for a SWF and/or wireless support structure to the location proposed in the application within one hundred feet of the proposed location, which the operator shall use if it has the right to use the alternate location on reasonable terms and conditions and the alternate location does not impose technical limits, or unreasonable additional costs or act as an effective prohibition.

E. GUIDELINES ON PLACEMENT

The municipality desires to promote cleanly organized and streamlined facilities using the smallest and least intrusive means available to provide wireless services to the community. Generally, a SWF facility

and/or wireless support structure shall match and be consistent with the materials and finish of the wireless support structure, adjacent municipal-owned poles, and of the surrounding area adjacent to their location. In the absence of adjacent municipal-owned poles, the wireless support structure shall match the materials and finish of the adjacent utility poles.

The following additional guidelines on placement shall apply:

1. Small wireless facilities and wireless support structures shall be located no closer than 150 feet away, radially, from another small wireless facility and wireless support structure. This distance separation shall not be applicable to collocations on existing wireless support structures or collocations on the same wireless support structure.
2. A combination wireless support structure and streetlight pole should only be located where an existing pole can be removed and replaced, or at a new location where it has been identified that a streetlight is necessary.
3. Small wireless facilities and wireless support structures shall be located in a manner that does not impede, obstruct, or hinder usual public pedestrian or vehicular travel or public safety on a ROW.
4. Small wireless facilities and wireless support structures shall be located in a manner that does not obstruct the legal use of a ROW by a utility provider.
5. Small wireless facilities and wireless support structures shall be located in a manner that does not violate or conflict with the municipality's code, applicable law and regulations, or these Guidelines.
6. Small wireless facilities and wireless support structures shall be located in a manner that does not violate the federal Americans with Disabilities Act.
7. Small wireless facilities and wireless support structures shall be located in a manner that does not negatively impact the structural integrity of the associated wireless support structure.
8. Small wireless facilities and wireless support structures shall be located in alignment with existing trees, utility poles, and streetlights.
9. Small wireless facilities and wireless support structures shall be located equal distance between trees when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree.
10. Small wireless facilities and wireless support structures shall be located with appropriate clearance from existing utilities.

11. Small wireless facilities and wireless support structures shall be located so as not to be located along the frontage of any building deemed to be of historic significance on a federal, state, or local level.
12. Small wireless facilities and wireless support structures shall be located not within sight triangles at street intersections.
13. New wireless support structures shall not be located directly in front of any existing residential, commercial or industrial structure but rather shall be placed in between such structures to minimize visual impacts.
14. To the greatest extent possible, new wireless support structures shall be located in line with existing lot lines or an equidistance from any two existing structures. In areas of the municipality where multiple structures abut each other and/or where no side lot setback requirements exist, new wireless support structures shall not be located directly in front of an entrance or window of any existing structure.

VI. DEPICTIONS, PHOTOGRAPHS AND SPECIFICATIONS OF VARIOUS LOCATIONS AND DESIGNS DEEMED ACCEPTABLE BY THE MUNICIPALITY

The following are attached hereto, and incorporated herein, as part of the Small Wireless Facility Design Guidelines to provide specific guidance as to locations that are acceptable as well as designs that are deemed acceptable by the Municipality:

Figure 1 – Example of Acceptable Location Between Residential Homes

Figure 2 – Example of Acceptable Location Between Commercial Buildings

Figure 3 – Examples of acceptable Colocations Designs
(Such as being collocated on existing Street Lights, on existing Utility Poles, on existing decorative poles/poles for flags, on directional Street Pole Signs or Traffic Lights)

Figure 4 – Examples of acceptable new Wireless Support Structures Designs
(Such as Replacement/New Street Lights, New Decorative Poles or Street Lights in Residential Neighborhood, New Decorative Poles or Street Lights in Town/Historic District, New Poles on major roads)

VII. LIMITATIONS

While the municipality fully intends to apply the Guidelines established in this policy uniformly to all small wireless facility applications, there may be circumstances where not every specific guideline may be met. In this case, municipal staff will use its reasonable discretion in approving small wireless facilities permit applications that deviate from the strict application of this policy.

VIII. EFFECTIVE DATE OF POLICY

This Policy will be effective as of the date of the adoption of the enabling Resolution.

(FIGURES ATTACHED AS REFERENCED ABOVE)

Figure 1

Example of Acceptable Locations Between Residential Homes

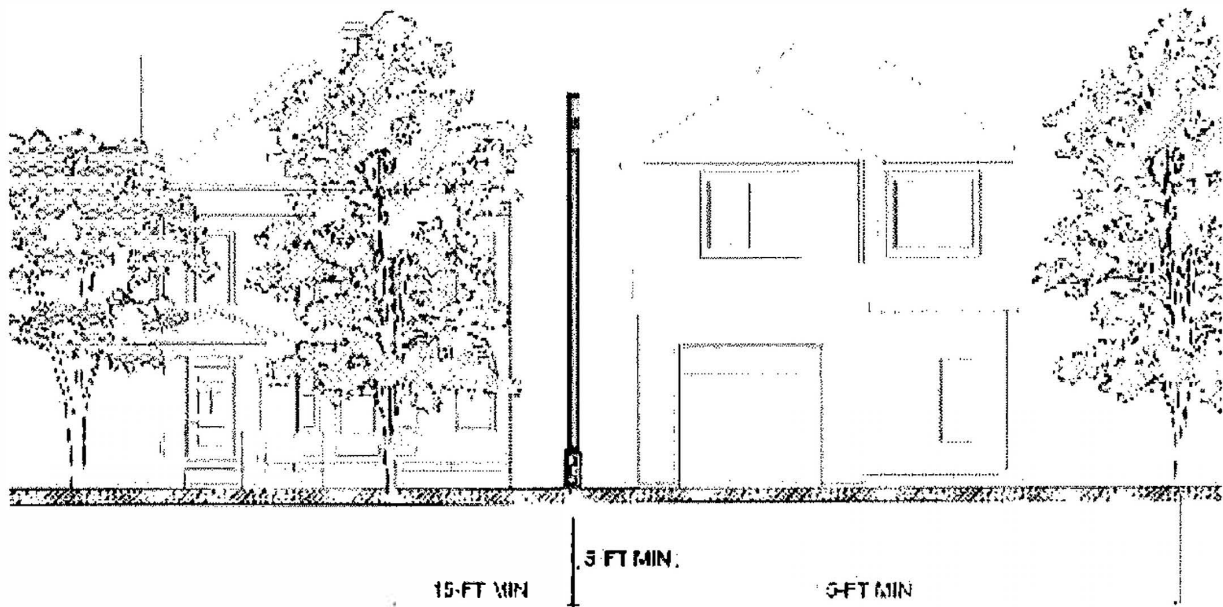


Figure 2

Example of Acceptable Locations Between Commercial Buildings

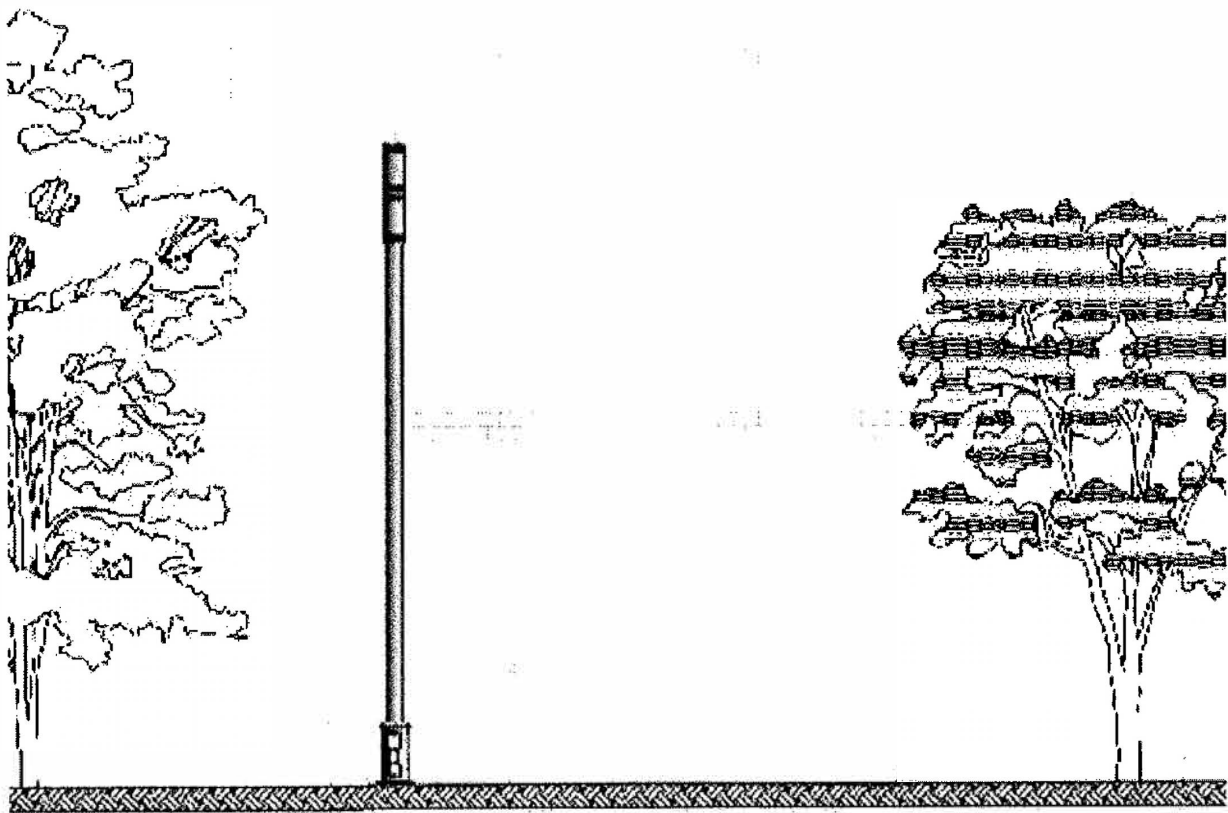


Figure 3

Examples of Acceptable Colocation Designs

On Utility Pole



On Existing Utility/Light Pole



On Pendant Pole



On Existing Traffic Light



**Extension of Existing Street Light
(subject to further design discussion)**



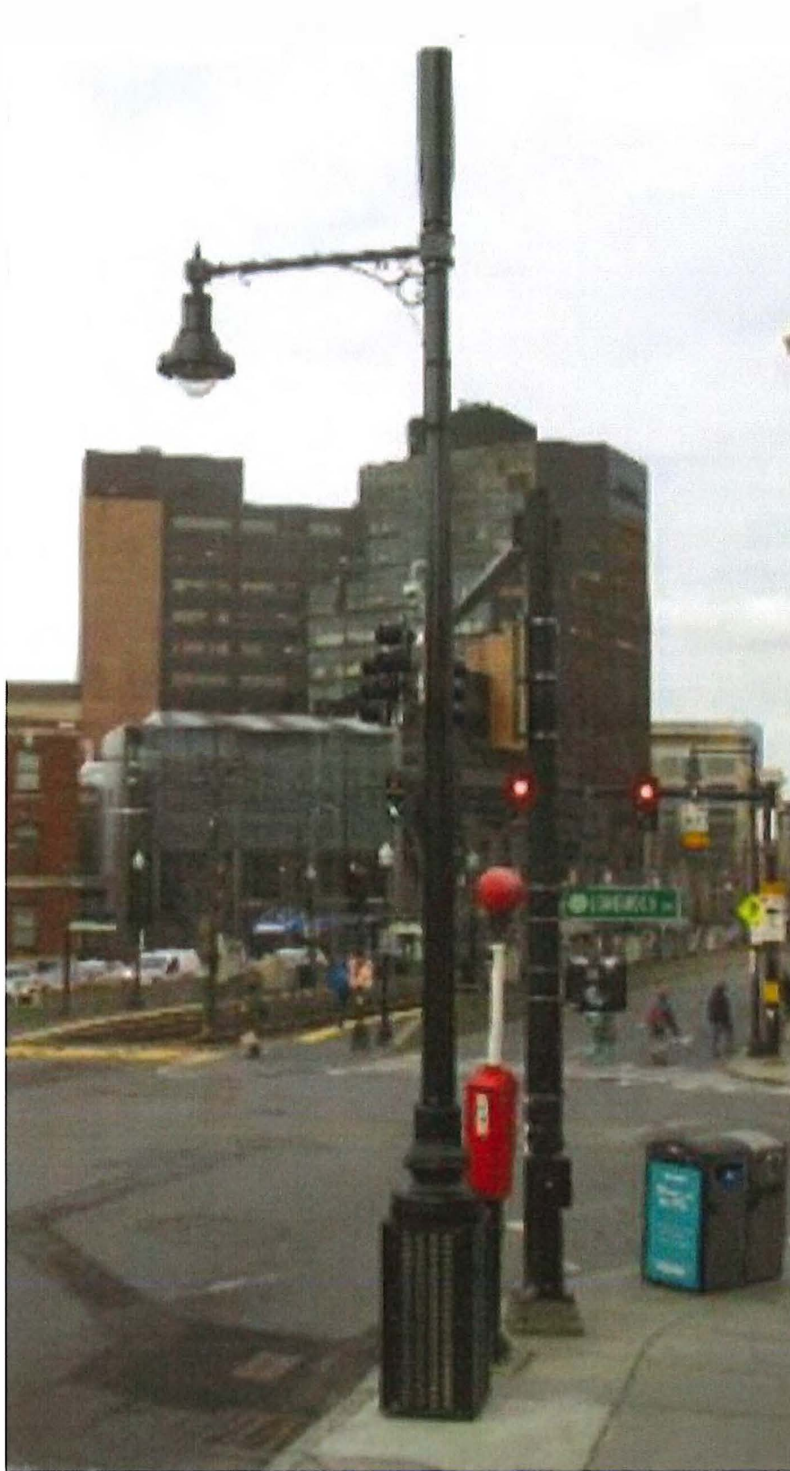
Figure 4

Examples of Acceptable New Wireless Support Structures

New Pole on Major Roadway



New Pole with Street light



Decorative Pole in Town Center/Business District



Decorative Light in Town or Residential



New Pole on Major Road



New Pole with Street lights in Corporate area or larger venue



**New Pole in Residential Districts
(subject to further design discussion)**



EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. 2021 –

AN ORDINANCE OF THE TOWNSHIP OF EAST GOSHEN, CHESTER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 240 OF THE EAST GOSHEN TOWNSHIP CODE, ENTITLED “ZONING” AT SECTION 240-31.C.(3)(h) WIRELESS COMMUNICATIONS FACILITIES, IN ORDER TO PROVIDE FOR PROVISIONS TO CLARIFY THAT SMALL WIRELESS FACILITIES ARE GOVERNED BY A SEPARATE ORDINANCE AND DESIGN GUIDELINES, CLARIFY ALLOWABLE PERMIT FEES, AND UPDATE PROVISIONS TO COMPLY WITH FEDERAL LAW WITH RESPECT TO WIRELESS COMMUNICATIONS FACILITIES IN EAST GOSHEN TOWNSHIP.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Goshen Township that Chapter 240 of the East Goshen Township Code, titled, “Zoning”, shall be amended as follows:

SECTION 1. Section 240-31.C.(3)(h) shall now include the following subsection immediately after (h)[1].Purpose. as follows:

“[1.1] Small Wireless Facilities. Wireless Communications Facilities that qualify as Small Wireless Facilities as has been defined by the Federal Communications Commission are governed by a separate ordinance, and related design criteria, as adopted by the Township to address Small Wireless Facilities. Wireless Communications Facilities that fall under the definition of Small Wireless Facilities are governed and controlled by the Small Wireless Facilities ordinance and approved design criteria. Small Wireless Facilities are not subject to the provisions of this subsection.”

SECTION 2. Section 240-31.C.(3)(h)[4][a] shall be amended to include the following subsection immediately following and beneath [a] as follows:

“[i] Timing of approvals. Applications for installation of any and all commercial communications antennas shall be processed in a timely manner and in compliance with the required time frames for municipal review and action as established by state and federal law and regulations.”

SECTION 3. Section 240-31.C.(3)(h)[5][a] shall be amended to include the following subsection immediately following and beneath [a] as follows:

“[i] Timing of approvals. Applications for installation of any and all wireless communications facilities shall be processed in a timely manner and in compliance with the required time frames for municipal review and action as established by state and federal law and regulations.”

SECTION 4. Section 240-31.C.(3)(h) shall be amended to include a new Section 6 as follows:

“[6] Permit Fees and Compliance with State and Federal Law.

[a] Permit fees. The Township may assess appropriate, fair and reasonable permit fees directly related to the Township’s actual costs in reviewing and processing applications for approval of wireless communications facilities as set forth in fee schedules established by the Township.

[b] Consistency with state and federal laws and regulations. The provisions contained herein regulating wireless communications facilities are intended to comply with federal and state laws and regulations in effect as of the date of adoption of this section. To the extent that any of the provisions in this section conflict with any federal or state statute or regulations, the federal or state statutes or regulations shall control unless the applicable federal or state statutes or regulations allow for more stringent provisions in local ordinances. In which case, the more stringent provisions of local ordinances shall remain in effect and shall control in such instances.”

SECTION 5. Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors of East Goshen Township that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 6. Repealer. All Ordinances or parts of Ordinances conflicting with any provisions of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 7. Effective Date. This Ordinance shall be effective five (5) days following enactment as by law provided.

ENACTED AND ORDAINED this _____ day of _____, 2021.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Derek J. Davis, Secretary

David E. Shuey, Chair

Michael P. Lynch, Vice-Chair

John Hertzog, Member

E. Martin Shane, Member

Michele Truitt, Member

MEMO

Date: September 28, 2021
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Consider Amendment to Westtown-East Goshen Agreement for Auditor Services

The Westtown-East Goshen Police Department's auditor had to unexpectedly retire several months ago due to health issues. Due to a combination of that and the pandemic, he was unable to complete the 2019 audit or the 2020 audit.

Over the summer, Kathy Brill issued an RFP for a new audit firm. However, she received no responses to that.

One reason for the lack of a response may be because Article V, Section C, Paragraph 14 of the inter-municipal agreement between Westtown and East Goshen prohibits WEGO from using legal, accounting and other professional service providers that are affiliated with Westtown, East Goshen or Thornbury. Currently, Westtown uses Mingis, Gutowski & Company for its audits, while East Goshen uses Maillie and Thornbury uses Barbacane Thornton. Collectively, these three CPA firms audit the vast majority of Chester County municipalities.

While there is a clear potential for a conflict of interest for a law firm to represent both the Police Commission and any individual township, the case for a conflict of interest for a CPA firm (or other professional service providers, such as engineers or architects) is less clear. Moreover, Kathy can't remember the rationale for this prohibition in the first place.

Accordingly, both the Westtown Manager and I agree that the Boards should amend Article V (Jurisdiction), Section C (Police Commission Authority), Paragraph 14 of the agreement as follows:

14. Obtain legal, accounting, and other professional services necessary to conduct police business. ~~The~~ provided that no law firm or ~~person~~ licensed attorney providing these professional services shall ~~not~~ be affiliated with any Participating Municipality; and

A redline version of the language change within the contract is attached in order to give the board more context.

Draft Motion: Mr. Chairman I move we authorize amending the police services agreement with Westtown to allow the Police Commission to hire an auditor that may be affiliated with a participating municipality.

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2021-209

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
WESTTOWN-EAST GOSHEN POLICE AGREEMENT PERTAINING TO
AUDITING SERVICES**

WHEREAS, Westtown and East Goshen are currently served by a regional police department known as the Westtown-East Goshen Regional Police Department (the "Department") which was created pursuant to an agreement dated September 15, 1981; as amended, and;

WHEREAS, the most recent revised and restated Westtown-East Goshen Police Agreement was on December 7, 2020, and;

WHEREAS, Article V, Section C, Paragraph 14 of the inter-municipal agreement between Westtown and East Goshen prohibits the Department from using legal, accounting and other professional service providers that are affiliated with Westtown, East Goshen or Thornbury, and;

WHEREAS, the role of auditing the Department presents no real conflict of interest as a professional service.

BE IT RESOLVED THAT the Township Supervisors of East Goshen Township authorize amending the police services agreement with Westtown to allow the Police Commission to hire an auditor that may be affiliated with a participating municipality.

RESOLVED AND ADOPTED, this 5th day of October, 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

WESTTOWN EAST GOSHEN POLICE AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2020 by and between East Goshen Township ("East Goshen") and Westtown Township ("Westtown"), both of which are Townships of the Second Class organized in the Commonwealth of Pennsylvania, situated in the County of Chester (collectively called "the Townships").

WHEREAS, the Townships are currently served by a regional police department known as the Westtown-East Goshen Regional Police Department (the "Department") which was created pursuant to an agreement dated September 15, 1981; as amended; and,

WHEREAS, the Townships amended the aforesaid agreement on September 17, 2002; and,

WHEREAS, the Townships amended and restated the aforesaid agreement in Articles of Agreement dated October 29, 2002; and,

WHEREAS, the Townships amended and restated the Articles of Agreement in an Addendum to Articles of Agreement dated February 17, 2004 (the "First Addendum"); and,

WHEREAS, the Townships adopted a "Memorandum of Understanding" concerning vehicles in August 2007; and,

WHEREAS, the Townships amended the Articles of Agreement in an Addendum to Articles of Agreement dated April 14, 2009 (the "Second Addendum"); and,

WHEREAS, the Boards of Supervisors of the Townships ("the Boards") combined the aforesaid agreements, addenda and Memorandum of Understanding referenced above and to restate them into a single agreement dated October 19, 2013 (the "Westtown East Goshen Police Agreement" ; and,

WHEREAS, On July 20, 2018, East Goshen Township transferred the balance of its OPEB Trust into the Police Commission's OPEB Trust. On August 1, 2018, Westtown Township transferred sufficient funds to the Police Commission's OPEB Trust, such that the amount contributed is proportionate to East Goshen Township's contribution, based on the total of each Charter Municipality's contributions for the preceding five (5) years and dividing that amount by the total of both Charter Municipalities' contributions for the preceding five (5) years; and,

WHEREAS, the Boards revised and restated the Westtown East Goshen Police Agreement on December 4, 2018; and,

WHEREAS, the Boards revised and restated the Westtown East Goshen Police Agreement on December 7, 2020; and,

WHEREAS, the Boards desire to revise and restate the Westtown East Goshen Police Agreement; and,

WHEREAS, the Boards have, by appropriate resolution, authorized their respective Chairmen and Secretaries to execute this Agreement; and

WHEREAS, cooperation among these adjoining and adjacent Townships is a proper exercise and discharge of their governmental powers, duties, and functions, and is authorized by the Constitution of the Commonwealth of Pennsylvania in Article IX, Section 5, and the Act of December 19, 1996, P.L. 1158, as amended, (53 P.S. § 2303, et. seq.); and

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I - PURPOSE

The purpose of this Agreement is to re-establish the Westtown-East Goshen Regional Police Department as an unincorporated association, distinct from the Participating Municipalities (as defined herein), the goal of which shall be to provide comprehensive, quality police protection (as defined herein) for the Participating Municipalities.

ARTICLE II – AUTHORITY

The Commission, is an independent legal entity created pursuant to Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, and 53 Pa. C.S.A. § 2301 et seq.

ARTICLE III - DEFINITIONS

“Budget Year” shall be the calendar year from January 1 to December 31 for which a budget is prepared.

“Capital Reserve Fund” shall be the fund created by the Second Addendum and this Agreement to fund the replacement of specific systems in the Police Building.

“Charter Municipalities” shall be defined as East Goshen Township and Westtown Township.

“Collective Bargaining Agreement” shall be defined as the labor contract which expires on December 31, 2018 between the Townships, the Commission and Westtown-East Goshen Police Association.

“Commission” shall be defined as the Westtown-East Goshen Regional Police Commission, which is a legally independent, unincorporated and nonprofit association.

“Commissioner” shall be defined as the representative of each of the Participating Municipalities on the Commission.

“Comprehensive, Quality Police Protection” shall be defined as police service performed by full time and part time police officers based upon the operational needs and management rights of the Department. Based upon these operational needs and available funding the goal is excellent police protection services twenty-four (24) hours per day, seven (7) days per week. The police officers shall be overseen by a Chief of Police and one or more Lieutenants. The police services based upon the operational needs and the direction of the Township Supervisors of the Charter Municipalities and the Chief of Police may be provided by a Patrol Unit, a Traffic Safety Unit, a Criminal Investigation Unit, and a Community Services Officer that perform the following functions: responding to all calls for service received from the public; investigation of vehicle crashes, criminal offenses, and ordinance violations; conducting traffic enforcement and analyses; engaging in proactive patrol activities (including but not limited to park & walk, business checks, and directed patrol); attendance at court proceedings; completion of accident reconstruction and commercial vehicle enforcement (by the Traffic Safety Unit); and report writing. In addition, based upon the direction the Chief of Police officers may perform administrative functions such as attending meetings and training, performing maintenance on agency equipment, providing assistance as needed to other law enforcement agencies, and providing educational, security, safety, and community outreach services to schools and businesses within the Townships.

“Contracting Municipalities” shall be defined as any other municipality, which may contract for police services from the Westtown-East Goshen Regional Police Commission.

“Department” shall be defined as the Westtown-East Goshen Regional Police Department.

“Equity Interest” shall be each Township’s respective contribution toward the Project Costs.

“Participating Municipalities” shall be defined as all Charter and Contracting Municipalities.

“Police Department Substation” shall be defined as the office space owned and operated by East Goshen Township at 1570 Paoli Pike, West Chester, Pennsylvania for the exclusive use of the Department, in which Westtown Township will not have any security interest.

“Police Building” shall be defined as the building constructed pursuant to the First Addendum located at 1041 Wilmington Pike, West Chester, Pennsylvania for the exclusive use of the Department, in which East Goshen Township shall have an Equity Interest as provided for herein.

“Project Costs” shall include all actual construction and site development costs required for the construction of the Police Building (including but not necessarily limited to buildings and structures, labor and materials, grading, site preparation, utilities, parking lot and access drives and all other costs associated therewith of any kind), cost overruns, additional costs (or savings), if any, resulting from written and approved change orders, and all soft costs as identified in David Lynch & Associates’ Project Estimate Sheet, dated June 26, 2003, attached hereto as Exhibit “A” and made a part hereof. The costs of moving the Department from its former facility to the new Police Building and all costs related to the purchase and installation of a telephone system in the new Police Building shall not, however, be included as part of the Project Costs, and shall be shared equally between Westtown and East Goshen. The Police Building was constructed on land owned and contributed by Westtown and, therefore, land costs shall not constitute a part of the Project Costs.

“Prorated Share” shall be each Township’s financial interest in and contribution toward the cost of the Police Building, expressed herein as an Equity Interest being a percentage of Project Costs, stated as follows: (a) East Goshen: \$1,850,000 divided by Project Costs; and (b) Westtown: Project Costs minus \$1,850,000 divided by Project Costs.

“PPU” or “Police Protection Unit” shall be defined as one (1) hour of police service by a uniformed police officer.

“Relative” shall be defined as father, stepfather, mother, stepmother, grandparents, child, adopted child, grandchild, nephew, niece, aunt, uncle, spouse, and in-laws of the same category of relationship.

ARTICLE IV - REGIONAL POLICE COMMISSION

Section A. The Commission shall be the governing body of the Department. It shall have the functions, powers and duties prescribed by this Agreement.

Section B. The Commission shall consist of three voting members:

1. One Supervisor from Westtown Township
2. One Supervisor from East Goshen Township
3. One citizen-at-large

The Commission may also include one non-voting elected official from each Contracting Municipality(ies), at the discretion of each Contracting Municipality(ies).

Section C. The citizen-at-large member shall be selected by the Charter Municipalities by February 1 of each year. The citizen-at-large member shall not be a resident of either Westtown Township or East Goshen Township. In the event the Charter Municipalities cannot agree on the citizen-at-large member, East Goshen shall have the right to select the citizen-at large member for any odd-year term and Westtown shall have the right to select the citizen-at-large member for any even-year term. The Charter Municipalities may at their sole discretion agree to appoint a representative from a Contracting Municipality as the citizen-at-large member.

Section D. In the event a Supervisor resigns, ceases to be eligible, or is incapacitated and unable to serve as a member of the Commission, the Participating Municipality, at its next regularly scheduled meeting shall appoint a successor Supervisor for the remainder of the term.

Section E. No current or former member or employee of the Department or a Relative of a current or former employee of the Department shall be eligible for appointment to the Commission.

Section F. The terms of office of the members of the Commission shall be for a time period of one year and shall commence on the date of appointment. Each governing body of the Charter Municipalities shall appoint one such member from its ranks by February 1 of each year.

Section G. The officers of the Commission who shall be representatives of the Charter Municipalities shall be Chairman and Vice Chairman/Secretary. The latest edition of Robert's Rules of Order shall govern the duties of the Chairman and Vice Chairman/Secretary; provided that nothing herein shall preclude the Commission from adopting its own rules of procedure or modifying the Robert's Rules of Order.

Section H. The representatives of the Charter Municipalities of the Commission may be removed from the Commission upon a majority vote of their respective Board for misfeasance, nonfeasance, or malfeasance.

ARTICLE V - JURISDICTION

Section A. The Commission is responsible for providing direction and setting policy for the Department, including without limitation responsibility for and jurisdiction over all actions customary and appropriate to provide comprehensive, quality police services to the Participating Municipalities including investigation of all crimes and complaints requiring police attention within the Participating Municipalities, and all other services normally provided by a municipal police agency, as permitted by applicable law, and implied and incidental to effectuating the goal specified in the statement of Purpose in Article I.

Section B. The Department's police officers and civilian personnel shall be under the direct supervision of a Chief of Police, who shall report to the Commission.

Section C. In order to fulfill its responsibilities, the Commission shall have the following expressed authority to:

1. Lease real estate, with the approval of both Boards of the Charter Municipalities;
2. Serve as the hearing board for employee grievances if required by the Collective Bargaining Agreement;
3. Enter into collective bargaining agreements, with the approval of both Boards of the Charter Municipalities;
4. Contract for police services with any municipality, with the approval of both Boards of the Charter Municipalities;
5. Exercise such other authority as is specifically delegated to the Commission by both Boards of the Charter Municipalities;
6. Lease, sell and purchase personal property;
7. Enter into contracts for the purchase of goods and services;

8. Authorize the Chief of Police to hire, fire, suspend, promote, demote, discipline, set salaries, and otherwise deal with employees of the Department;
9. Establish and maintain bank accounts and other financial accounts for the Department;
10. Invest monies in instruments authorized for municipalities of the Commonwealth of Pennsylvania;
12. Purchase liability insurance;
13. Establish and fund employee benefit programs, including but not limited to a pension fund, group health insurance, life insurance, liability insurance, police professional insurance, and social security;
14. Obtain legal, accounting, and other professional services necessary to conduct police business. ~~The~~ provided that no law firm or ~~person~~ licensed attorney providing these professional services shall ~~not~~ be affiliated with any Participating Municipality; and
15. Adopt policies and procedures consistent with this Agreement and its purpose.

Section D. The duties of the Commission are to:

1. File any and all reports that are required to be filed by any county, state or federal agency;
2. Provide an annual audit in accordance with generally accepted auditing standards (“GAAS”);
3. Review and revise, if necessary, an annual budget and a five-year budget for the Department prepared by the Chief of Police and submit same to the Charter Municipalities no later than October 1st of each year;
4. Report back to their respective Boards on matters affecting each Charter Municipality;
5. Approve all invoices prior to payment;

6. Provide each Participating Municipality with a written report of the Department's activities monthly;
7. Communicate all requests for services, information, etc. from their respective Board of Supervisors to the Chief of Police;
8. Review the police budget monthly and provide a written explanation to the Boards of the Charter Municipalities for any variations in excess of 5%;
9. Review the absenteeism, sick leave, personal day, and overtime report monthly;
10. Establish annual goals, duties, and standards for the Chief of Police, and conduct at a minimum, an annual performance review of the Chief of Police, a summary of which shall be provided to the Boards of each Charter Municipality. When a new Chief of Police is hired additional performance reviews shall be conducted as necessary;
11. Develop and maintain an employee policy manual;
12. Request legal counsel to review all contracts prior to execution;
13. Conduct other duties as agreed to by both Boards of the Charter Municipalities.

ARTICLE VI – COMMISSION MEETINGS

Section A. The Commission shall meet at a publicly advertised public meeting for the purpose of conducting official business. All meetings shall be in accordance with The Sunshine Act, 65 P.S. §271, as amended. The first meeting of each year shall be the reorganization meeting for the purpose of electing officers for a one-year term and otherwise conducting reorganization business and other appropriate business to come before the Commission.

Section B. Special meetings of the Commission may be scheduled by appropriate resolution fixing the date, time, and place of such meeting. Special or rescheduled meetings may be called by each representative of the Charter Municipalities. The call, if any, shall state the purpose of the meeting. If possible, notice of each such special meeting shall be given at least three days prior to the day named for the meeting to each member of the Commission and to each Contracting Municipality. The notice shall state the purpose of the special meeting.

Section C. Both representatives of the Charter Municipalities must be present to constitute a quorum. Voting, including making and seconding motions, shall be taken by a voice vote, provided, however, that the Chairman may, at the request of any Commissioner, cause a vote to be taken by roll call. The latest edition of Robert's Rules of Order shall govern the parliamentary procedure of the meetings of the Commission; provided that nothing herein shall preclude the Commission from adopting its own rules of procedure or modifying the Robert's Rules of Order.

Section D. The Commission shall maintain an accurate record of the minutes of meetings, regular or special, and such other records, as it deems necessary and appropriate. Such minutes and records shall be open for public inspection in accordance with the provisions of the Right to Know Law 65 P.S. § 67.101 et seq., as amended. A copy of the draft minutes of all meetings will be forwarded to each of the Participating Municipalities prior to the next scheduled Commission meeting. A copy of the approved minutes shall be provided to each Participating Municipality.

Section E. The Chief of Police of the Department, or his/her designee, shall attend all Commission meetings and attend the meetings of the Participating Municipalities, as directed.

Section F. The Chief of Police shall give a report of the Department's activities at each Commission meeting.

Section G. A representative from each Contracting Municipality, who has not been appointed as citizen-at-large, shall be permitted to attend the meetings of the Commission and participate in the discussions. This representative shall be considered a Commissioner and shall have all of the rights and perform all of the duties listed in Article V Section D except the right to make or second motions or to vote on any motion before the Commission. This Commissioner is expressly permitted to attend executive sessions of the Commission.

ARTICLE VII – BUDGET

Section A. The Commission shall submit an annual budget and a five-year budget for the Department to the Charter Municipalities no later than October 1st of each year for their review and approval. If both Charter Municipalities have not approved an annual budget for the Department by December 31st, the budget for the upcoming year shall be the prior year's budget plus inflation (CPI –U) for the twelve (12) month period ending September 30th for all line items, excepting insurance which shall be the lowest qualified quote, plus any contractual obligations (the "Default Budget").

Section B. Each Charter Municipality's proportionate share of the annual budget shall be determined as follows: the total expenses for all items less all revenues shall be split between the Charter Municipalities as follows:

1. For the 2019 Budget, the Westtown split shall be 44.61% and the East Goshen split shall be 55.39%.
2. For the 2020, 2021, 2022 and 2023 Budgets, the split shall be Westtown 44.5% and East Goshen 55.5%.
3. Reconciliation for the 2020, 2021, 2022 and 2023 Budgets - If as of September 30 the actual PPU split between Westtown and East Goshen varies by more than 0.5% from the target split of 44.5% -55.5%, then the budgeted police costs above this 0.5% shall be paid by the Charter Municipality receiving more PPUs than this agreement envisioned to the Charter Municipality receiving less than this agreement envisioned. This payment shall be made prior to December 31st of that year. No payment is required if the actual PPU split is equal to or less than 0.5% of the target split.

By way of example:

Assume the shared police costs between East Goshen and Westtown are \$7,000,000 in a budget year, and East Goshen's actual PPUs for the previous 12 months were 56.3%.

East Goshen's actual PPUs = 56.3%

East Goshen's target = 55.5%

0.5% greater than East Goshen's target = 56%

East Goshen has received 0.3% more PPUs than it should have.

$0.3\% * \$7,000,000 = \$21,000$

East Goshen would need to make payment to Westtown of \$21,000 by December 31st.

The Department shall monitor the PPUs for all Charter and Contracting Municipalities. All contracts with a Contracting Municipality may contain a provision establishing the number of PPUs the Contracting Municipality is entitled to. The contract may also contain a provision that requires the Contracting Municipality to either: pay for any PPUs in excess of that amount in any given month, or reduce the PPUs it receives in the following month(s). In the event a Contracting Municipality exceeds the number of PPUs that it has contracted for in the year ending on September 30th, the excess hours shall be evenly split between the Charter Municipalities. The purpose of this provision is to prevent the Contracting

Municipality's PPU exceedance from adversely affecting the PPU percentage between the Charter Municipalities.

Monthly, each Charter Municipality shall pay to the Department its proportionate share of its annual budget allocation. Payments shall be made promptly in order to avoid creating a cash flow problem for the Department.

Section C. All costs for police services shall be apportioned in accordance with this Article.

Section D. The annual budget of the Department shall include a charge for the operation of the Police Department Substation located in East Goshen Township. This charge shall be allocated on a per gross square foot basis, and shall include East Goshen's debt service on the East Goshen municipal building, plus operating and maintenance expenses. The Department shall pay East Goshen monthly the amount of this charge as a lease expense, with the monthly amount identified as a line item in the annual Department budget.

Section E. Any agreement with Contracting Municipalities shall be based on negotiations with such municipalities, and shall be subject to the approvals of the Boards of the Charter Municipalities.

Section F. The revenue received from Contracting Municipalities shall be considered a revenue source for the Department, and shall be used to offset the Department's normal operating expenses.

Section G. The costs of operation and maintenance of the Police Building and associated exterior grounds thereof, including, but not limited to, building maintenance, repair, cleaning, redecorating, interior modifications, landscaping, snow plowing, utilities, insurance (including insurance on the Police Building and grounds maintained by Westtown as title owner) and all similar costs, shall be borne by the Department and shall be included in the annual budget of the Department as normal operating expenses. Such costs shall be apportioned and paid in accordance with this Article. Neither Westtown's debt service of its Bond Issue, nor East Goshen's monthly payments provided for in Article IX, Section B, shall be considered to be or constitute a cost of operation and maintenance of the Police Building hereunder.

Section H. The Chief of Police or his/her designee shall also present to the Commission monthly a financial report showing the actual year to date vs. budgeted receipts and expenditures. The monthly reports for July through November shall include the year-end projection.

Section I. The annual budget shall include line items for the Police Pension Plan and the Post-Employment Medical Benefits Plan.

1. Police Pension Plan. The assumed rate of return for the Police Pension Plan shall be lowered from 8% to 7.5% effective for the 2018 Minimum Municipal Obligation (MMO). Both Charter Municipalities agree to revisit the assumed rate of return on a bi-annual basis over the term of this contract to ensure that the Police Pension Plan's unfunded liability does not continue to increase. The annual budget line item for the Police Pension will reflect the greater of the Market Rate MMO or the Actuarial Rate MMO. In addition, a separate line item will be added to the budget called "Additional Pension Plan Contribution," which shall be equal to 10% of the MMO.
2. Post-Employment Medical Benefits Plan. Beginning in 2019, the retired officers health insurance benefits shall be paid from the Post-Employment Medical Benefits Trust. The budget shall include contribution to the Post-Employment Medical Benefits Plan Trust in the amount sufficient to cover the cost of the retired officer's health insurance benefits.

Section J. Vehicles

1. The number of vehicles in the Department's vehicle fleet shall be agreed to by both Boards of the Charter Municipalities.
2. Unless specifically agreed to by both Boards of the Charter Municipalities to the contrary, the Commission shall purchase a minimum of four (4) vehicles each year, even in the event of a default budget.
3. The Chief of Police shall submit a recommendation to the Commission as to the assignment of the new vehicles and disposition of the used vehicles.
4. Unless specifically agreed to by both Boards of the Charter Municipalities to the contrary, the Commission will dispose of four (4) vehicles every year, even in the event of a default budget.
5. The criteria for selecting the vehicles slated for disposal shall be mileage, maintenance costs, and a mechanic's recommendation. The Chief of Police shall submit a recommendation for the Police Commission's approval.

Section K. The Department shall transfer any budget surplus realized at the end of each calendar year (after all invoices have been paid) to the Charter Municipalities no later than February 28th of the following calendar year.

ARTICLE VIII – INSURANCE

Section A. The Department shall furnish to each Participating Municipality the names of all police officers of the Department.

Section B. The police services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the individual Participating Municipalities within their boundaries shall extend to their participation and rendition of police services outside of their municipal boundaries.

Section C. The Department shall maintain adequate liability insurance coverage against claims arising from police activities in each of the Participating Municipalities. Each Participating Municipality agrees to cause any insurance policy providing coverage against claims arising out of police activities to contain a waiver of subrogation clause under which the insurance company waives its right of subrogation against all other Participating Municipalities as to any and all causes of action or claims against all other Participating Municipalities which may arise out of police activities provided by the Department.

Section D. For the purposes of liability in any action arising out of police services provided by the Department, to the extent any such claims are not covered by the Department's liability insurance, all Charter Municipalities shall be proportionally liable in the same proportion as they are for the expenses of the Department during the period of police services in question.

ARTICLE IX – POLICE BUILDING

Section A. The Westtown Contribution. Westtown, which acted as the project manager of the Project, was responsible for both financing the Project Costs, and, as project manager, for the approval and payment of all invoices related to the construction of the new Police Building. Any changes or revisions of any kind to the plans for the Police Building prepared by David Lynch Associates with a project date of August 27, 2003; the Land Development Plans prepared by Chester Valley Engineers, dated July 11, 2003, last revised August 27, 2003; or the specifications for the Police Building prepared by David Lynch Associates, dated September 1, 2003 that affect either square footage or any other aspect of the Police Building agreed to by the Police Building Committee were approved by the Commission and the Boards of the Charter Municipalities.

Section B. The East Goshen Contribution. During the term of this Agreement, East Goshen shall pay monthly to Westtown, directly from annual appropriations made from East Goshen's general fund, 1/12 of that amount which is equal to fifty (50%) percent of the Westtown's annual debt service under its General Obligation Bonds, both principal and interest, of that portion of the Westtown Borrowing which does not exceed \$3,700,000.00, amortized over a loan term of twenty (20) years, at the interest rate secured by Westtown under its General Obligation Bonds, Series 2011, or a subsequent borrowing. Westtown shall be solely responsible for paying all Project Costs, subject to East Goshen's payments to Westtown from East Goshen's Annual Appropriations, which East Goshen agrees that it will pay monthly during the term of this Agreement (the "Periodic Payments"). East Goshen's monthly payments to Westtown as provided for in this paragraph shall be due and payable on a schedule consistent with Westtown's debt service schedule under the Westtown Borrowing. The East Goshen contribution as provided for in this paragraph is not and shall not be construed as a debt of East Goshen as that term is defined in the Local Government Unit Debt Act, Act of December 19, 1996, P.L. 1158, No. 177. Nor, shall the East Goshen Contribution be or be construed to be a guarantee of Westtown's General Obligation Bonds, Series 2011 or subsequent borrowing. In the event East Goshen fails at any time to make its Periodic Payments as and when due, and such failure is determined to constitute a default of its obligation under this Agreement (unless East Goshen cures such default within sixty (60) days of such determination), Westtown shall have a lien on East Goshen's Equity Interest in the Police Building equal to the unpaid Periodic Payments then due and owing. Upon and in the event of dissolution of the Department as provided for in this Agreement, the amount of East Goshen's unpaid Periodic Payments may be off-set by Westtown against its repayment to East Goshen's of its Equity Interest, calculated to the effective date of such dissolution.

Section C. The East Goshen Security. In consideration of East Goshen's Periodic Payments, Westtown hereby grants to East Goshen a security interest in the Police Building and any extensions, additions or renovations thereto, and the real property on which it is located, including all building materials, fixtures, building machinery and building equipment constituting a part of the Police Building at any time during the term of this Agreement, together with all insurance thereon, and its proportionate share of any insurance proceeds in the event of any damage to or destruction of the Police Building, whether in whole or in part, but only to the extent of East Goshen's total Periodic Payments made over the life of this Agreement, up to the full amount thereof. For such purpose, this Agreement shall constitute a security agreement, fully enforceable as such in the event of a default, as herein defined. East Goshen's security interest shall be secured by and shall take the form of an original of this Agreement, which shall be filed of record in the Office of the Recorder of Deeds of Chester County, Pennsylvania. East Goshen's Equity Interest and its security interest in the Police Building shall not be extinguished or compromised, except as provided for in Section "D" of this Article.

Section D. No Conveyance. Westtown agrees that it shall not sell and/or convey the Police Building or Westtown's real estate on which the Police Building is located to any third person or entity whatsoever, nor shall it encumber same without the prior written consent of East Goshen, unless East Goshen's Equity Interest in the Police Building is first repaid in full by Westtown.

Section E. Dissolution, Damage/Destruction and Condemnation.

1. In the event that the Department is dissolved for any reason whatsoever, Westtown shall reimburse East Goshen its Prorated Share of the value of the Police Building, net of the value of the land, within one hundred eighty (180) days of the date the Department is officially dissolved. For such purpose, the value of the Police Building shall be based on the average of three independent appraisals. One appraiser shall be selected by each Township, and the two appraisers thus selected shall select a third independent appraiser. The appraisals shall be completed and the value established within ninety (90) days of the date the Department is officially dissolved. Each Township shall pay the fee of the appraiser it selects. The fee for the third appraiser shall be split equally between the Townships.
2. In the event the Police Building is damaged or destroyed by fire or other cause, Westtown shall reimburse East Goshen its Prorated Share of East Goshen's Equity Interest in the Police Building, as represented by the proceeds of Westtown's insurance policy on the Police Building, unless East Goshen and Westtown mutually agree in writing, within one hundred eighty (180) days after such damage or destruction, to invest such insurance proceeds in the repair and/or reconstruction of the Police Building, subject to such additional terms and conditions as they shall then agree upon. For such purpose, Westtown agrees that East Goshen shall have an insurable interest in the Police Building and shall be named as an additional insured on Westtown's insurance policy insuring the Police Building. Westtown shall be responsible for the periodic payment of the total insurance premiums on the Police Building and shall provide East Goshen with proof of insurance on a continuing basis. Westtown shall invoice the Department for the premium on a regular basis.
3. In the event the Police Building or a portion thereof is taken by governmental authority having jurisdiction, Westtown shall reimburse East Goshen its Prorated Share of East Goshen's Equity

Interest in the Police Building, for which the proceeds of the condemnation shall be security. This provision shall not preclude Westtown and/or East Goshen from contesting any such condemnation.

Section F. Capital Reserve Fund (Police Building)

1. In order to fund the replacement of the following facility systems a Capital Reserve Fund for the Police Building shall be created:

- Roof
- Parking Lot
- Boiler
- Air Exchanger
- Cooling Tower
- Heat Pumps
- Flooring
- Windows
- Fuel System
- Security System

2. Each of the Charter Municipalities shall make a payment to the Capital Reserve Fund for the Police Building equal to one half of the amount indicated in the "Total" column of the Capital Reserve Fund Budget dated June 19, 2020 attached hereto as Exhibit "B".
3. The Charter Municipalities shall make their respective payments annually on or before May 1st of each year.
4. The Capital Reserve Fund for the Police Building monies shall be held in one or more separate bank accounts by the Department, and all interest earned shall accrue to the Capital Reserve Fund.
5. The Department may invest all or part of the monies in the Capital Reserve Fund for the Police Building in certificates of deposit in order to maximum the amount of interest earned.
6. The Capital Reserve Fund for the Police Building account(s) signatories shall be the Chief of Police and Business Manager.
7. The monies in the Capital Reserve Fund for the Police Building shall only be spent for the replacement of the items specifically identified

in Article IX, Section F.1, unless specifically approved by both Boards of the Charter Municipalities.

8. The Police Commission shall approve all expenditures from the Capital Reserve Fund for the Police Building.
9. The Police Commission shall provide the Charter Municipalities with an annual report on the Capital Reserve Fund for the Police Building.

ARTICLE X – GOVERNING LAW

Section A. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

ARTICLE XI – NOTICES & MISCELLANEOUS

Section A. Notices. Notices under this Agreement shall be given either by personal service, or by First Class, Certified United States Mail, Return Receipt Requested, or by over-night delivery with positive tracking, such as Federal Express, to the respective municipal address of the Township receiving such notice, addressed to the attention of both the Township Manager and the Chairperson of the Board of Supervisors of the Charter Municipalities.

Section B. Mutual Decisions. Notwithstanding anything contained in this Agreement to the contrary, the Boards of the Charter Municipalities shall share equally in any and all decisions regarding or affecting the operation of the Department. In the event the Boards of the Charter Municipalities cannot reach an agreement on any issue or matter concerning the operation of the Department, the Boards, shall appoint a neutral third party who has experience in municipal police issues. If the Boards cannot agree on the person to appoint as the neutral third party, they shall request the Court of Common Pleas of Chester County to appoint such a person. The neutral third party's decision shall be binding on both Charter Municipalities.

Section C. Enforcement. This Agreement shall be enforceable in an action at law or in equity by either party hereto in the event of a breach by the other party, as by law provided.

Section D. Entire Agreement. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter hereof, and no amendment shall be valid or binding unless in writing signed by the Boards of both Townships. This Agreement shall

supersede and replace in its entirety the agreements, addenda and memorandum of understanding referenced in the Recital.

Section E. No Assignment. This Agreement is exclusive to the parties hereto, and neither the rights nor the responsibilities of either party are assignable.

Section F. Counterparts. This Agreement may be executed by the members of each Board of Supervisors and their respective Township Secretaries in duplicate counterparts, which together shall constitute but one agreement.

ARTICLE XII - TERM OF CONTRACT, AMENDMENT, REVIEW, AND TERMINATION

Section A. Term. This Agreement shall have an Initial Term of five (5) years that expires on December 31, 2023 or upon completion of the Collective Bargaining Agreement or the period of arbitration award applicable to such Agreement in effect on December 31, 2023 (“the Initial Term”). This Agreement shall automatically renew itself for an Additional Term of one (1) year subject to the Charter Municipalities’ right to terminate this Agreement pursuant to Article XII Section B or Section C.

Section B. Termination.

1. Upon completion of the Initial Term or any Additional Term or expiration of any Collective Bargaining Agreement, this Agreement may be terminated by the mutual written consent and agreement of Westtown Township and East Goshen Township at any time upon adoption of formal resolutions to that effect by the Boards of both Townships as Charter Municipalities duly passed and adopted at respective public meetings of the Boards.
2. This Agreement may also be terminated by either Township upon the completion of the Initial Term or any Additional Term or expiration of any Collective Bargaining Agreement provided that the Township acting in its capacity of a Charter Municipality initiating the termination has notified the other Charter Municipality in writing of its intention to terminate at least eighteen (18) months prior to the expiration of the Initial Term or any Additional Term or expiration of any Collective Bargaining Agreement.
3. In the event this Agreement is terminated, each Charter Municipality shall be proportionally responsible for all contractual obligations of the Department, exclusive of the Police Building, as determined by

the Charter Municipality's proportionate share of the annual Department budget over the preceding five (5) years. Each Charter Municipality's proportionate share shall be calculated by totaling each Charter Municipality's contributions for the preceding five (5) years and dividing that amount by the total of both Charter Municipality's contributions for the preceding five (5) years.

4. In the event this Agreement is terminated, the fair market value of all assets of the Department, including but not limited to vehicles, equipment, supplies, and materials, shall be determined by appraisers. One appraiser shall be selected by each Township, and the two appraisers thus selected shall select a third independent appraiser. The appraisals shall be completed and the value of the assets of the Department shall be established within one-hundred eighty (180) days of the date of termination of this Agreement. Each Township shall pay the fee of the appraiser they select. The cost for the third appraiser shall be split equally between the Townships. The assets or proceeds from the sale of such assets shall be distributed to the Charter Municipalities as determined by the proportionate share of their actual contributions over the preceding five (5) years. Nothing herein shall preclude either Charter Municipality from acquiring some or all of the assets at fair market value.

Section C. Bi-Annual Review. This Agreement shall be reviewed bi-annually by the Charter Municipalities at a joint meeting which shall occur between March 1st and September 30th of even numbered years. Each Charter Municipality shall provide the other Charter Municipality of written notice of the issues to be reviewed at least thirty (30) days prior to the date of the joint meeting. In the event the Charter Municipalities cannot reach an agreement on any issue, the Boards, shall appoint a neutral third party who has experience in municipal police issues. If the Boards cannot agree on the person to appoint as the neutral third party, they shall request the Court of Common Pleas of Chester County to appoint such a person. The neutral third party's decision shall be binding on both Charter Municipalities until the completion of the Collective Bargaining Agreement or the period of any arbitration award applicable to such Agreement in effect at that time. Irrespective of the provisions set forth in Article XII Section B, upon providing the other Charter Municipality written notice of their intention to do so within thirty (30) days of the neutral third party's decision, either Charter Municipality may terminate this agreement at the completion of the Collective Bargaining Agreement or the period of any arbitration award applicable to such Agreement in effect at that time.-

Section D. Amendment. This Agreement may be amended by the mutual written consent of the Charter Municipalities. All amendments must be approved by resolution of the Boards of Supervisors of the Charter Municipalities.

ARTICLE XIII – EFFECTIVE DATE

Section A. Effective Date. The effective date of this Agreement shall be November 1, 2021.

EAST GOSHEN TOWNSHIP

Derek Davis
Secretary

David Shuey
Chair

Date

WESTTOWN TOWNSHIP

Jon Altshul
Secretary

Carol De Wolf
Chair

Date

Attachments:

- Exhibit A – Project Estimate Sheet
- Exhibit B – Capital Reserve Fund Budget

Memorandum

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

Date: 9/29/2021
To: Board of Supervisors
From: Mark Gordon, Township Zoning Officer *mlg*
Re: **DRAFT LED Sign Ordinance**

Board Members,

As you may know, Volta, an EV Charging Station and Marketing company that integrates advertising into their EV Charging stations, has approached the Township to install EV Charging / Media Stations at the Village Square Shopping Center. Volta is in negotiations with Hershey's Mill Real Estate Holdings (Village Square Shopping Center) and Giant Foods to install two EV Charging / Media Stations in the parking lot in front of the Giant Supermarket.

After review and consideration, staff and the Township solicitor agreed that this is an LED sign as defined in the ordinance. The zoning ordinance should be amended to include this type of sign if the Township wants to permit the use of these Media Stations.

The Solicitor has organized the DRAFT LED Sign Ordinance amendment into the appropriate format for final consideration. The PC has reviewed the ordinance and forwarded their recommendation of support for the Board to consider

Staff had a very informative discussion with the team from Volta about these Media Stations; I have included a memo memorializing that discussion for your use.

STAFF RECOMMENDATION:

Staff believes that this DRAFT ordinance addresses this type of sign and permits them ONLY within approved Shopping Center uses (Goshen Village Shopping Center and Village Square Shopping Center). It also addresses the Planning Commission and staff comments and is ready for review by the CCPC.

If the Board supports this final draft of the Zoning Ordinance Amendment, Staff will forward it to the CCPC for review and schedule the ordinance amendment hearing for early November.

DRAFT MOTION:

Mr. Chairman, I move that we authorize staff to advertise a hearing in November to consider this amendment to the LED Sign ordinance.

EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING CHAPTER 240 OF THE EAST GOSHEN TOWNSHIP CODE, TITLED "ZONING", SECTION 240-22.W TO AMEND THE SIGN REGULATIONS FOR AN LED SIGN.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Goshen Township pursuant to the Board's power to adopt ordinances necessary to secure the health, safety and welfare of the citizens of the Township pursuant to Section 1506 of the Second-Class Township Code, 53 P.S. §66506, and pursuant to the authority in the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101 *et seq.*, the Board enacts and ordains as follows:

SECTION 1. The East Goshen Township Zoning Ordinance of 1997 that is codified in Chapter 240 of the East Goshen Township Code, Section 240-22.W shall be amended to state as follows:

"§240-22 Signs.

W. LED signs. LED signs may be used on the following types of signs subject to the regulations in this § 240-22W: (i) an off-premises sign along West Chester Pike between Westtown Way and the Township's border with West Goshen Township; (ii) an off-premises sign along Route 202; (iii) on a wall sign or freestanding sign in the C-1 District; and (iv) signs which are integrated with electric vehicle charging stations and located on a parcel with an approved Shopping Center use.

- (1) The message displayed on the sign shall be static and nonanimated and shall remain fixed for a minimum of 10 seconds.
- (2) The sign shall not display any message that moves, appears to move, scrolls, or changes in intensity during the fixed display period.
- (3) The transition time between changes in the sign face or message shall be less than one second.
- (4) The sign must be equipped with brightness controls which shall be used to reduce the intensity of the light based on outside light levels.
- (5) The digital LED display shall not have lighting that would compete with or distract from traffic signal lighting.
- (6) Signs associated with electric vehicle charging stations shall have a maximum sign area of 12 square feet, a maximum height of 8 feet tall, and shall not produce any audio.

SECTION 2. Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences,

clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

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

SECTION 4. Effective Date. This Ordinance shall become effective five days from the date of adoption.

ENACTED AND ORDAINED this _____ day of _____, 2021.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Derek J. Davis, Secretary

David E. Shuey, Chair

Michael P. Lynch, Vice-Chair

John Hertzog, Member

E. Martin Shane, Member

Michele Truitt, Member

Memorandum

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

COPY

Date: 8/11/2021
To: Planning Commission
From: Mark Gordon, Township Zoning Officer
Re: **Volta Media Station Discussion on 8/6/2021**

Planning Commission Members,

To follow-up on our conversation from 8/4, I reached out to Volta and was able to coordinate a zoom call with Sam Applegate and Bryn Paslawski from the Volta Engineering and Legal departments (respectively).

Pursuant to your questions and a few more I thought of, I asked Ms. Applegate and Ms. Paslawski the following questions, and received the following responses:

1. **Is there a technical specification or industry standard for these types of EV Charging / Media Stations?**
 - a. No. There are a few industry advocacy groups however there isn't one particular industry standard except for the J1772 plug, which fits all electrical cars in the US except for Tesla. Tesla requires a proprietary adaptor. The Media Station has a safety certification from Underwriters Laboratories: UL 2202
2. **Do the media stations have audio?**
 - a. No
3. **Are the media stations auto dimming?**
 - a. Yes, they have an ambient light intensity feature. Brightness of the display is a function of the level of surrounding ambient light and controlled automatically.
4. **Can they shut off at a set time?**
 - a. Yes, the charger and the display can be set to turn off at a set time together or separately. Volta prefers to have the charger active at least one hour after closing time, in the event that a store employee is still charging their vehicle after the predetermined closing time. The charger can be active when the display is off.
5. **Operation and Maintenance responsibility?**
 - a. Volta maintains ownership of the media stations as well as the O&M responsibility.

- 6. How long is the typical lease and who are the typical lessees?**
 - a. The typical lease term is 10 years, with two 5-year extension options. The lease is with the property owner and the retailer.
- 7. If the lease is terminated for any reason and the unit is not functioning, who is responsible to remove the unit from the site?**
 - a. Volta
- 8. Our solicitor may want to review the O&M agreement and leases, will you share those with us.**
 - a. We'll need to redact certain commercially sensitive terms and get our site partner's permission to share externally (the agreement is confidential under its terms).
- 9. How many years has Volta been in business?**
 - a. 10 years
- 10. How many versions or models has there been of this Volta Level 2 Media station?**
 - a. 4. The model proposed is the latest version, version 4.
- 11. Who are your competitors in the EV Media Station market?**
 - a. We do not currently have any competitors that combine EV charging with media screens. Volta believes its current competitors to its EV charging owner-operator business activities are EVgo, Electrify America, Tesla (currently only available to Tesla owners) and Rivian (not yet operational). There are also many other large and small EV charging companies that offer non-networked or "basic" chargers that could provide a low-cost solution for basic charger needs in commercial and retail locations, such as Pod Point Limited, EVConnect, Inc. and Engie SA, as well EV charging equipment manufacturers that also compete with Volta, like ChargePoint, EVBox and Blink. In the place-based digital media industry, Volta's national competitors include Outfront Media, Inc., Clear Channel Outdoor, Lamar, JCDecaux, Intersection and GSTV.
- 12. What are the charger types?**
 - i. Level 1 – home use (120 v)
 - ii. Level 2 – Commercial (220 v with J1772 plug)
 - iii. Level 3 – DC Fast – Supercharger
- 13. What type of EV Charging station is proposed for the Giant supermarket location?**
 - a. Level 2. Power (220 v) and communication lines will be run (via boring) from the Giant store to the charging stations.
- 14. What vehicle range can a customer expect from a 60 min charge?**
 - a. Approximately 30 vehicle drive miles.
- 15. What edits would you recommend for our draft amendment to our Sign ordinance?**
 - a. Due to the ever-changing electronics industry and our suppliers, the display panel may increase from a 55" display panel to a 65" display in the future. In the past we have recommended that municipalities consider a maximum display area of 12 square feet for these level 2 media stations.
- 16. Other than busy retail areas, where else have you installed these display panels?**
 - a. City Zoo, municipal buildings, parks, parking lots near mass transit stations

Level 2 Media Station



Volta Charging is driving the transition to clean electric transportation by transforming properties with electric vehicle charging. No longer will people drive to fuel, but fuel where they drive.

Volta's turn-key electric vehicle charging is tailored to each location's needs and desired customer experience to increase traffic and customer engagement. Our fully integrated EV chargers include high-impact digital media screens that provide properties with branding and messaging as well as additional revenue opportunities.

Charger Specs

- Output power: 10 kW max (AC)
- Safety certification: UL 2202

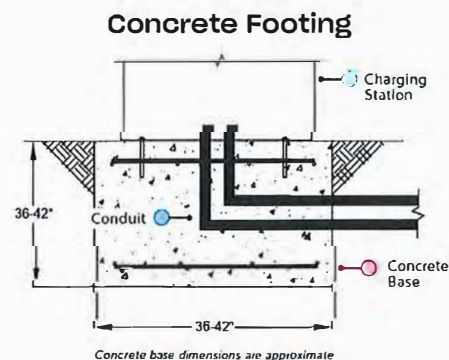
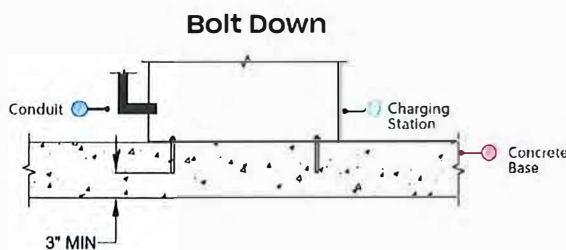
Power Requirements

- Input voltage: 208 - 240 VAC
- Output voltage: 208 - 240 VAC
- Circuit size: 60A/2P, 208/240 breaker
- Network connectivity: Cell connection or LAN access

Display Screen Specs

- Size: 55" outdoor LED back light system x2
- Picture: Full HD 1080p resolution
- Power requirements: 20A/1P, 120V breaker
- File type: JPEG or PNG

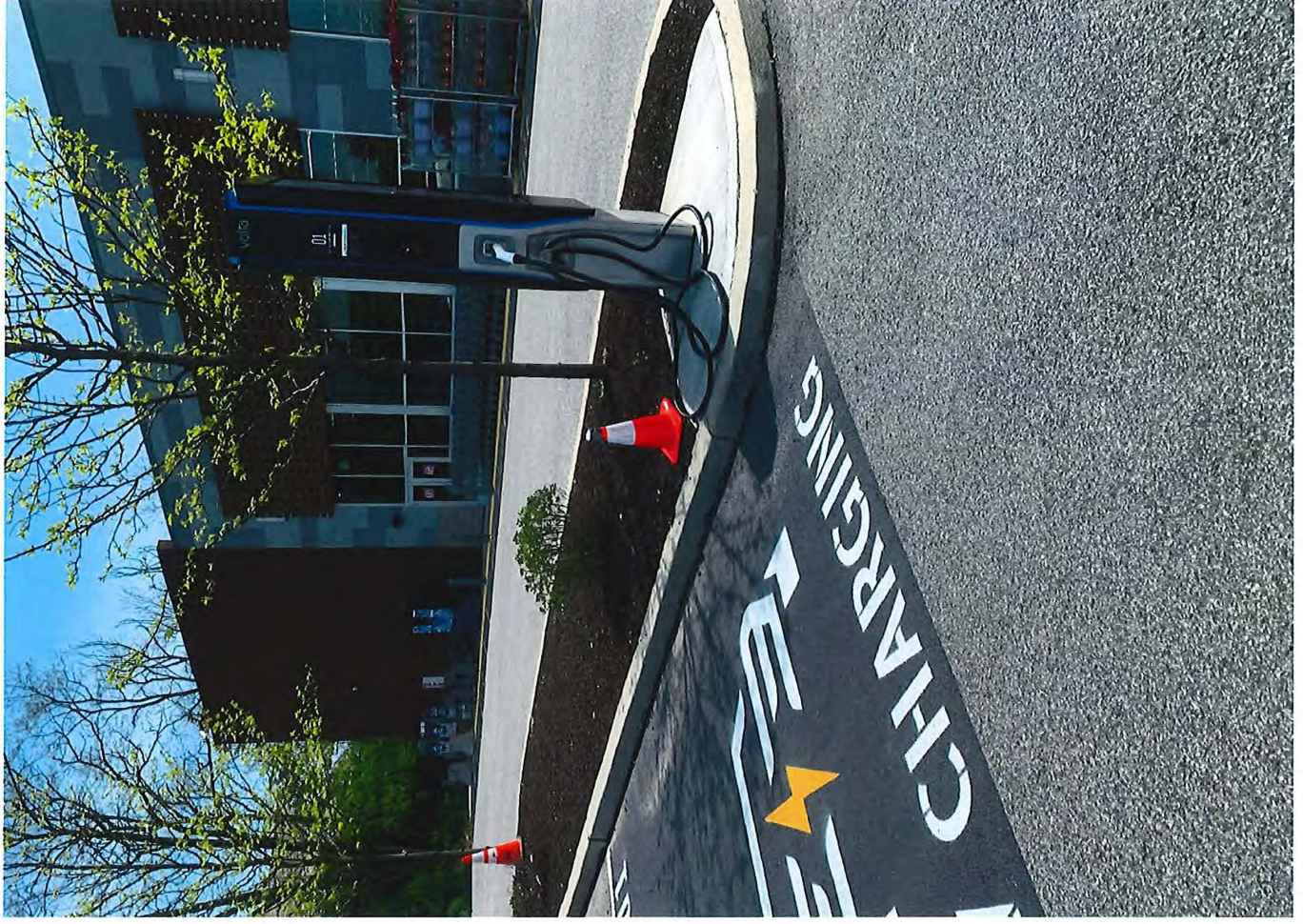
Example Level 2 Media Foundation Plans



Installation Requirements

- Foundation req: 36"L x 36"W x 36"D
- Conduit diameter: 1.5" min per station approx*
- *Separate conduit for communication maybe required

GIANT SUPERMARKET (MARKET PLACE @ WESTOWN) 1502 WEST CHESTER PIKE



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

September 16, 2021

To: Board of Supervisors
From: Mark Miller
RE: Cleaning bid results (Breakdown attached)

The cleaning bids that the Township received were opened on September 16, 2021, at 10 am. Bid specifications include cleaning services for the Township Administration Building, Public Works Building, Blacksmith Shop, District Court and the Police Sub-Station. Four contractors expressed interest, two of which toured the facilities, and two bids were received.

All bidders were required to submit six references. References were contacted to validate bidders work history and satisfactory performance.

1. **Golden Inc.** - low bid. This company was also the low bid in 2018. They did not tour the facilities. Their reference responses received now in 2021 were similar to the responses obtained in 2018.

Ref. #1 - does a good job.

Ref #2 - ringing phone with no answer call

Ref #3 – unconvincingly stated that they provided good service

Ref #4 – ringing phone with no answer

Ref #5 – ringing phone with no answer call

Ref #6 – ringing phone with no answer call

2. **Clean Right Building Services.** This company serviced the Township from 2006 – 2009. No problems were ever reported during this time. The Township was pleased with the level and quality of service they performed. This company did tour the facilities.

Ref #1 – Does an excellent job and happy with their service

Ref #2 – Happy with the service, very responsive, had them for many years

Ref #3 – Happy with their service; reliable

Ref #4 – Very happy with them, they take care of everything.

Ref #5 – Had them for many years, happy, great service

Ref #6 – Very happy with them. Stated that **Clean Right** points out items to them of which they were not aware. Recommending for more work.

3. **CleanNet USA.** This company toured the facilities but did not bid.

4. **Triple R Services, LLC.** This company expressed interest but did not tour or bid.

The current cleaning service used, **RJC/ Inc. Service Master**, did not enter a bid. Their service over the last 3 years has been extremely less than satisfactory.

- The Township Staff has not been happy. They have been contacted numerous times because the Township Building just was not clean. They were told constantly that the floors were dirty, offices were not vacuumed, and surfaces were not dusted. The towels and supplies were not replenished as needed.
- District Court also had similar complaints about the building being filthy.


It is recommended that the Board award the contract to the second bidder which is Clean Right Building Services in the amount of \$1,845.00 a month and \$22,140.00 a year.

2021 - 2024 Cleaning/Maintenance Contract Results

Golden Building Maintenance 501 Cambria Ave, #172 Bensalem, PA 19020 800-878-1356	Admin./Public Works	Dist. Court/Police	Blacksmith Shop	Monthly	Yearly
	\$600.00	\$400.00	\$120.00	\$1,120.00	\$13,440.00
Clean Right Building Service, Inc. PO Box 1001 Exton, PA 19341 610-692-1095	Admin./Public Works	Dist. Court/Police	Blacksmith Shop	Monthly	Yearly
	\$1,145.00	\$600.00	\$100.00	\$1,845.00	\$22,140.00
CURRENT CLEANER (DID NOT BID) RJL, Inc. Services	Admin./Public Works	Dist. Court/Police	Blacksmith Shop	Monthly	Yearly
	\$790.00	\$485.00	\$75.00	\$1,350.00	\$16,200.00

Memorandum

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

Date: 9/28/2021
To: Board of Supervisors
From: Mark Gordon, Township Zoning Officer 
Re: **Goshen Monthly Meeting / Historical Marker Sign Discussion**

Board Members:

The Township has received a request from the Goshen Monthly Meeting (GMM / Goshen Friends) to erect a Historical Marker near the SE corner of the intersection of N. Chester Rd. and Paoli Pike.

BACKGROUND INFORMATION:

The Township Sign Ordinance allows for Historical Markers as an exempt sign if approved by the Board of Supervisors. The GMM made a presentation the Historical Commission and received their support (see enclosed information).

STAFF RECCOMENDATION:

Staff has no objection to this request and suggest that the GMM develop the design and finalize a location for the sign and return to the HC and BOS for final recommendations and approval.

DRAFT MOTION:

Mr. Chairman, I move that Board of Supervisors support the Goshen Monthly Meeting request for a Historical Marker and commemorative bench to be placed adjacent to the Paoli Pike Trail on the north side of the Goshen Monthly Meeting property, located at 814 N. Chester Rd. Upon completion, the final design and location shall be presented to the Board for review and approval.



The Blacksmith Shop

Historical Commission

East Goshen Township
Chester County, Pennsylvania

1580 Paoli Pike
September 28, 2021 ♦

West Chester, PA 19380 ♦

610-692-7171

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

Re: 814 N. Chester Rd. / Goshen Monthly Meeting
Historic Marker Request

Dear Board Members:

At their September 9, 2021 meeting the Historical Commission was presented a concept plan by the Goshen Monthly Meeting, represented by Mr. John Embick, Esq., to erect a historical marker and a commemorative wood bench along the Paoli Pike Trail, in proximity to the intersection of N. Chester Rd. and Paoli Pike.

The Historical Commission is supportive of this request. The Commission suggested that the historical marker be similar to the Goshenville Historic District signage and that the bench be made of wood, similar to the other wood benches that have been installed along the trail by the Township.

The Historical Commission unanimously passed the following motion:

Madame Chairman, I move that the Historical Commission recommend the Board of Supervisors support the Goshen Monthly Meeting Historical and Commemorative Bench request.

Sincerely,

Mark Gordon
Township Zoning Officer



VILLAGE
OF
GOSHENVILLE

c. 1704

HISTORIC DISTRICT

NATIONAL REGISTER OF HISTORIC PLACES





Small plaque on the backrest of the bench, likely containing a dedication or name.

GOSHEN MONTHLY MEETING OF FRIENDS (QUAKERS)

HISTORY

The first Quaker immigrants from the British Isles began to settle in what would become Goshen Township in southeastern Pennsylvania about 1704. They found a densely wooded, gently rolling wilderness near the headwaters of Darby Creek. These Quakers were by no means the first human inhabitants of the area. The indigenous Lenape Lenni Indians of course preceded them, as did small numbers of Dutch, Swedish, and other European settlers who had sparsely settled in the larger area decades earlier.

William Penn's proprietorship of Pennsylvania had been granted by King Charles II of England in 1681. Penn was a member of an officially suppressed religious minority in Great Britain called the Society of Friends, or Quakers. Almost immediately large numbers of Quakers and other suppressed religious minorities in Europe began to enter the colony to escape persecution at home. The Quakers in particular were seeking to participate in a "Holy Experiment" which included the guarantee that everyone could practice their own religion without fear of retribution. By the first decade of the 18th Century the land closest to Philadelphia had already been claimed by earlier arrivals. The area around Goshen was originally conceived as part of the 40,000 acre Welsh Tract set aside for Quaker settlers from that part of Britain. Many, if not all, of the first new arrivals to take up these land parcels were Welsh, spoke the Welsh language in their homes, and followed the social and legal customs of their native land.

They settled on previously surveyed lots of undeveloped land mostly arrayed on either side of a track blazed through the wood what would eventually become known as North Chester Road. Goshenville, as it came to be known, was part of a 755 acre parcel granted via patent to Griffith Owens from William Penn in 1703. The name was derived from the Bible's "Goshen," a promised land named by the Israelites after wandering in the wilderness. All of the earliest settlers were farmers; they found the land in Goshen plentiful and productive. Like many Quaker settlements in Pennsylvania there was no 'village' to speak of. The inhabitants built their homes and barns on their own lands more or less adjacent to the North Chester Road or other roadways which

fed into it. In time the center of the community began to coalesce around the intersection of North Chester Road and Paoli Pike, which also passed through the township. It was here that the first Quaker Meetinghouse was built in 1709.

Goshen Meeting was established as a preparative meeting under the care of Chester Monthly Meeting in 1702. The earliest meetings for worship took place in the homes of prominent meeting members, David Jones and Robert Williams being mentioned frequently. In 1708, land was donated by Griffith Owen, a landowner on the east side of North Chester Road, for the establishment of a burial ground and meeting house. A log building was completed in the next year and became the primary gathering spot of the community. In addition to its religious, educational, and social importance, its very physical presence near the corner of what would become two busy roadways made it the township's central focal point and in time a school, a blacksmith shop, a post office, and other enterprises would grow up near by. In 1736 the original log building was replaced by a more substantial structure which was destroyed by fire and replaced in 1855 by the present stone meetinghouse. In 1849 an additional meeting house with its own burial ground was erected just to the southeast for the use of Orthodox Quakers after a schism which had occurred in 1827.

In 1722 Goshen Preparative Meeting undertook to become a Monthly Meeting in its own right. In the Quaker system of organization, a monthly meeting is one which has its own meeting for business, typically once each month. A monthly meeting may have a number of smaller satellite meetings under its care for whom it provides guidance and support until each becomes sufficiently stable to stand on its own. Monthly Meetings are themselves grouped into larger organizations known as Quarterly Meetings, and the Quarters into an overarching Yearly Meeting. Goshen Monthly Meeting is part of Philadelphia Yearly Meeting.

Goshen Meeting played a small role in the Revolutionary War. On September 16th, 1777, a large contingent of British and Hessian soldiers under General Sir William Howe marched up the North Chester Road following the Battle of the Brandywine and in preparation for an attack on Philadelphia. At about 9:00 in the morning Howe and some of his subordinates stopped at the Goshen Meetinghouse to discuss strategy. A Quaker meeting was in session inside the building at the time and upon departing the British

commandeered a number of the horses of meeting attenders which had been tied up outside. A large part of Howe's Army was also encamped on George Hoopes' farm a short distance north of the meetinghouse. With them were several hundred soldiers who had been injured at the Battle of the Brandywine, numbers of whom died of their wounds, both British and Hessian. It is believed that many of the Hessian dead are buried in a mass, unmarked grave in Section A (east side) of the Goshen Burial Ground.

In 1827 a long simmering schism between 'Orthodox' and 'Hicksite' (Reform) Friends within the larger Philadelphia Yearly Meeting came to a head during Yearly Meeting sessions in Philadelphia dividing nearly every Quaker meeting in the region into one of the two factions. At Goshen the meeting separated and for several years the two groups worshiped in the same building but at different times and in different parts of the meeting house. By 1849, the Orthodox Friends purchased two lots immediately south of the original property and erected their own meeting house and cemetery. The Hicksite Friends retained control of the 1738 structure and burial ground. By 1891, after most members of the Orthodox meeting had died or moved away and the meeting were unable to replenish their numbers, the Orthodox meeting was 'laid down' or closed for lack of attendance and the building was sold in 1920 to the Goshen Grange, a philanthropic and agricultural society, for use as a hall. By 1955 the schism was mended within Philadelphia Yearly Meeting and the two contingents were reunited. In 1990 Goshen Meeting repurchased the "Grange," as it is called, for the use of the Goshen Friends School.

In 1959, then member Barbara Dixon was able to start a kindergarten on the property. Goshen Friends School (GFS) expanded in the years following Barbara's leadership, and was able to offer pre-school through 5th grade for a time. At present GFS is an independent entity, and has a thriving pre-school and camp. There is mutual satisfaction with our shared 10+ acres.

The meeting as a body of Friends has a small and determined membership at present. The adjustments during the pandemic have brought us Zoom capabilities, and we are beginning to use the lovely meetinghouse regularly once more, on a hybrid model. We are experimenting with outreach methods. We wish the larger community to

learn about the presence of Quakers in their neighborhood and to come worship among us as opportunity allows.

Jay Worrall and Laura Balderston Laky

2021

SUGGESTED HISTORICAL MARKER TEXT

"Goshen Quaker Meeting

A log meetinghouse was first erected here by Welsh Quakers in 1709, on land granted to Griffith Owen by William Penn. With Goshenville's growth, a more substantial meetinghouse was built in 1736, but was later destroyed by fire. The present Meeting House has been a place of Quaker worship since 1855. Its construction is characteristic of meetinghouses found in Southeastern Pennsylvania during this period. The unmarked graves and modest head stones in the cemetery reflect the Quaker tradition of equality and simplicity. In September 1777, during the Battle of the Clouds, British soldiers requisitioned several horses that were tethered outside the Meeting House. Hessian soldiers are purported to be buried in an unmarked grave in the cemetery."

Derek Davis

From: Christi Supple [REDACTED]
Sent: Tuesday, September 28, 2021 8:24 AM
To: David Shuey; Derek Davis; Jason Lang; Michele Truitt
Subject: Fwd: Proclamation
Attachments: SAC Energy Efficiency Day Proclamation.docx

Good morning!

This is a proclamation for energy efficiency day, which is October 6. We have made what we hope are all appropriate edits.

Please add this to the agenda for next Tuesday's board meeting, if possible. I only received it a few days ago, so could not give you more advance notice.

Our committee reviewed and approved this version last night. Michele was able to join us in time to discuss and review as well.

Cheers! Christi

Christi Supple
[REDACTED]
[REDACTED]

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2021-211

**A RESOLUTION PROCLAIMING THE FIRST WEDNESDAY IN OCTOBER
AS “ENERGY EFFICIENCY DAY” IN EAST GOSHEN TOWNSHIP**

WHEREAS, energy efficiency is the cheapest, quickest, and cleanest way to meet East Goshen Township’s energy needs, avoid dangerous pollution, and reduce utility bills for residents and businesses in our community, and;

WHEREAS, implementing energy efficiency and other clean energy policies and programs can help boost economic opportunities and job creation while continuing to move East Goshen Township toward a sustainable future, and;

WHEREAS, smarter energy use reduces the amount of electricity needed to power our lives, which helps avoid power plant emissions that can harm our health, pollute our air, and warm our climate, and;

WHEREAS, for states like ours that are trying to tackle harmful pollution, energy efficiency can get us about halfway toward our emissions reduction goals, and;

WHEREAS, energy efficiency makes our homes and workspaces healthier, safer, and more comfortable, and;

WHEREAS, cutting energy waste saves U.S. households billions of dollars on their utility bills every year, up to \$500 per household from appliance efficiency standards alone, and;

WHEREAS, the residents of East Goshen Township can continue to contribute to our energy efficiency efforts by learning about and participating in our Sustainability Advisory Committee programs, and;

WHEREAS, a nationwide network of energy efficiency groups and partners has designated the first Wednesday in October as national annual Energy Efficiency Day, and;

WHEREAS, together we can continue to contribute to our sustainability efforts by learning more about energy efficiency and practicing smarter energy use in our daily lives.

BE IT RESOLVED THAT we, the Supervisors of East Goshen Township, on the recommendation of our Sustainability Advisory Committee, do hereby proclaim the first Wednesday in October as “ENERGY EFFICIENCY DAY” in East Goshen Township, and urge citizens to join us in supporting our clean energy goals and moving toward more energy efficiency now and in the future.

RESOLVED AND ADOPTED, this 5th day of October, 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

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice: 610-692-7171

Fax: 610-692-8950

E-mail: mgordon@eastgoshen.org

Date: 9/29/2021

To: Board of Supervisors

From: Mark Gordon, Township Zoning Officer *mlg*

Re: SWM O&M Agreement

Dear Board Members:

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

1. 1630 Margo Ln.

Staff Recommendation:

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

Draft Motion:

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

1. 1630 Margo Ln.

Derek Davis

From: [REDACTED]
Sent: Thursday, September 23, 2021 10:53 AM
To: David Shuey; Michele Truitt; John Hertzog; mlynch@eastgoshen.org; mshane@eastgoshen.org; Derek Davis; Chris Boylan; bowtreecivicassoc@gmail.com
Subject: BOS Meeting of 9/21/Public Comment

The decision to vote down a 15 year contractual commitment for pooled energy resources among various Pa. Townships/ and/ the down vote for 60 gallon recycling totes...I believe... was a well thought lucid correct decision by the EG BOS....The authority to commit township residents to such a pooled use contract is..... I believe questionable. I doubt it will take the BOS 15 years to recognize the value of their decision to EG residents....The totes appear to be for mechanical lift trash haulers....not physically/manually lifted totes by design.... EG utilizes via independent trash hauler contractors....Does EGT still recognize a maximum 32 gallon capacity trash can/tote.....If so, is their a grant program available to subsidize 32 gallon recycle totes.....with lids.....I do believe EGT decision to utilize independent/trash haulers/ contractors is a good one if you consider the financial/loss forecasts comparing municipal and/or/against publicly owned trash trucks.....Liability/WC issues alone I do believe would justify the 32 gallon recycle totes.....So either the township goes to mechanical lift truck or they must stay with the 32 gallon tote guidelines.....As a P&C broker for over 40 years their could be a subrogation issue against EGT by the Haulers Insurance Carrier.....Did anyone talk with the hauler about the use of 60+ totes??? The heavier the totes the more likely occurrence of back/heart/neck/ brain injuries....This could be a classic example of a BOS committee looking for grant money without recognizing or implementing financial and loss forecasts that would apply to present to the Board. While there is a subrogation issue with the totes I do believe there is very little/if any issues of subrogation looking into a Builder Risk Policy for damages to the HM dam project.....I do believe it is evident the BOS should utilize/require both financial and loss forecasts to bring forward any capitol expenditures and/or budget considerations.....The use of your current insurance broker in tandem with the townships general counsel should have a greater part in any financial/loss forecasts.....In addition, a cost accounting audit by a third party outside accounting firm would provide the township excellent guidance in achieving their objectives of cost effective/ financial goals...and the necessary software to maintain those same goals.....Thank you for your time and consideration.....JBuonanno EG resident

I request the above be entered into the record under public comments.

Derek Davis

From: Derek Davis
Sent: Monday, September 27, 2021 10:59 AM
To: Dave Ware
Subject: FW: BOS Budget Meeting 9/28/21

FYI

Derek J. Davis

Township Manager | East Goshen Township
1580 Paoli Pike | West Chester PA 19380
610-692-7171
ddavis@eastgoshen.org



From: [REDACTED]
Sent: Monday, September 27, 2021 10:52 AM
To: David Shuey <dshuey@eastgoshen.org>; mshane@eastgoshen.org; mlynch@eastgoshen.org; Michele Truitt <mtruitt@eastgoshen.org>; John Hertzog <jhertzog@eastgoshen.org>; Derek Davis <ddavis@eastgoshen.org>; bowtreeciviccassoc@gmail.com
Subject: BOS Budget Meeting 9/28/21

Good Morning Madam/Gentlemen Supervisors, In review of the budget meeting agenda and the East Goshen Newsletter I request the following information....I request the BOS publishes the Sewer Pricing rates on the township website for all residents to review...Specifically we would like to know how the fixed and variable rates were/are promulgated....The format of the rates is not the question. The content application and there promulgation of each class of rates is the question.....a general outline of what goes into the process in my opinion is insufficient. IE debt service/interest rates....Is it best practices to promulgate debit service/interest rates as a variable rate?.....I have not found it in any such application/practice of debit service as a variable rate...I have found it only as a fixed rate...Perhaps property taxes should be done on a fixed/variable rate bases...In addition, the fixed rate of lost revenue during the recalculation of annual rates by the BOS appears to be a surcharge to residents.....so on and so forth....

In addition, The recent revenue transfer of over 5 million to WG for the rebuild of their waste water facilities should be clarified to residents....as to its necessity to EG residents....via contract or shared cost savings by all neighboring communities....Pumping stations/portable pumping stations/paid land acquisitions for the pumping stations etc etc . and were they ever built or purchased.....how is the labor allocation of the waste water treatment facilities accomplished....Time sheets? How are Reciprocal waste water treatment rates maintained. A cost accounting audit of three areas I believe would be most beneficial to all BOS/Public Officials/administrators/ volunteers and EG residents.....The Municipal/Sewer/Capitol Costs Expense....This practice would make all goods and services better for all concerned....indicating a clear path to extending the quality of life EG residents expect/ are/ accustomed too..... at a affordable tax/fee base..... for all residents.

I might not be able to attend the budget meeting this Tuesday so I request the above email be entered in the Public comments. Thank you for your time and consideration....We await your advices....JBuonanno EG resident.
PS I find nothing within the budget to remediate Bow Tree Ponds/Retention Ponds and streams....I believe the study secured by the BOS indicated the Bow Tree Ponds and streams need your immediate attention. Thank you again for your time and consideration.

Derek Davis

From: [REDACTED]
Sent: Thursday, September 30, 2021 9:26 AM
To: David Shuey; mshane@eastgoshen.org; mlynch@eastgoshen.org; Michele Truitt; John Hertzog; Derek Davis; Mark Miller; Mark Gordon; bowtreecivicasoc@gmail.com
Subject: Paoli Pike Trail

Madam Gentlemen Supervisors, The completion of Segment A serves what purpose????? Questions: Do the nearby schools allow children to walk home. Is it coincidental the trail is complete from the start of nothing to the end of nowhere....or was it a planned strategy.... Does the township/RESIDENTS/ contractually assume care custody control maintenance of Segment A to include ice and snow removal in Perpetuity?????? Do you feel the closeness of the nothing trail to the Hicks family farm/Horses/schools/YMCA/high volume intersection/ poses an attractive nuisance to residents to include their children...why was the Park and Rec Board abolished by a previous board and a Park and REC Commission instituted by the then board. Is the Eminent Domain practice by the EGT BOS under appeal by the Hicks Family.....Segment A should be closed/secured till further notice for the health safety and welfare of all EG residents. I await your advices. JBuonanno EGT resident.

From: Lorraine McMullen

Sent: Tuesday, September 21, 2021 9:26 PM

To: Chris Boylan <cboylan@eastgoshen.org>

Subject: Board of Supervisors- Meeting Minutes from Tuesday, September 7, 2021

Dear Ms. Boylan,

I wanted to address an item from the minutes of the aforementioned meeting.

The minutes indicate that Adam Woodworth of 605 Milleson Lane stated that the McMullens' have had events at their home that blocked the street and they weren't concerned about blocking access.

The statement made by Adam Woodworth is patently false and misleading. Any event hosted by the McMullens has been a private event held at our home. The McMullens nor any guests have never blocked any driveway nor blocked access in or through the street.

Please amend the minutes to reflect this correction.

Thank you for your time and consideration in this matter.

Sincerely,

John and Lorraine McMullen