

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
1580 Paoli Pike, 2nd Floor
AMENDED

Tuesday, February 1, 2022

7:00 PM

1. Call to Order (7:00 PM)
2. Pledge of Allegiance
3. Moment of Silence
4. Announce that the meeting is being streamed live on YouTube.
5. Chairman's Report (7:05 PM to 7:10 PM)
 - a. The board met in executive session to discuss legal matters.
 - b. Office will be closed on Monday, February 21st in recognition of President's Day.
6. Public Hearings
7. Emergency Services Reports
 - a. WEGO – None
 - b. Goshen Fire Co – None
 - c. Malvern Fire Co – None
 - d. Good Fellowship – None
 - e. Fire Marshal – None
8. Financial Report – None
9. Approval of Minutes and Treasurer's Report (7:10 PM to 7:15 PM)
 - a. Minutes – January 3, 2022 and January 18, 2022
 - b. Treasurer's Report – January 13, 2022 to January 27, 2022
10. Old Business
 - a. Continued discussion and consideration of new method for delinquent utility collections – not up for passage tonight. (7:15 PM to 7:25 PM)
 - b. Discussion and consideration of Futurist Committee revised survey. (7:25 PM to 7:35 PM)
11. New Business
 - a. Consider reallocating 2023 CIP funding originally slated for an amphitheater band shell to instead use for installation a permanent pickle/4th tennis court. (7:35 PM to 7:45 PM)
 - b. Consider moving forward with exploring upgrades to Milltown Park. (7:45 PM to 7:50 PM)
 - c. Consider ratifying participation in PA statewide opioid settlement agreement. (7:50 PM to 7:55 PM)
 - d. Discussion regarding replacement of controller and modems for Township LED Signs – No Materials, discussion only (7:55 PM to 8:00 PM)
 - e. Storm Water O&M Agreement – 1615 E. Boot Road (8:00 PM to 8:05 PM)
 - f. Discussion regarding the new pipeline activity by Michels and Energy Transfer on Boot Road on February 2, 2022.
12. Any Other Matter
13. Public Comment (8:05 PM to 8:35 PM)
14. Liaison Reports - none
15. Correspondence, Reports of Interest.

16. Adjournment (8:35 PM)

Meetings & Dates of Importance

<i>Date</i>	<i>Meeting</i>	<i>Time</i>
February 1, 2022	Board of Supervisors	7:00 pm
February 2, 2022	Planning Commission	7:00 pm
February 3, 2022	Park & Rec Commission	7:00 pm
February 9, 2022	Conservancy Board	7:00 pm
February 10, 2022	Pipeline Task Force	6:30 pm
February 10, 2022	Historical Commission	7:00 pm
February 14, 2022	Municipal Authority	7:00 pm
February 15, 2022	Board of Supervisors	7:00 pm
February 17, 2022	Futurist Committee	7:00 pm
February 21, 2022	President Day – Office Closed	-----
February 22, 2022	Zoning Hearing Board – 331 Springhouse/Appeal	7:00 pm
February 28, 2022	Sustainability Advisory Committee	7:00 pm

Newsletter Deadline for Spring 2022: February 18.

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

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

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

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

Smart 911 – Smart 911 is a new service in Chester County that allows you to create a Safety Profile at www.smart911.com that includes details you want the 9-1-1 center and public safety response teams to know about your household in an emergency. When you dial 9-1-1, from a

phone associated with your Safety Profile that information automatically displays to the 9-1-1 call taker allowing them to send responders based on up-to-date location and emergency information. With your Safety Profile, responders can arrive aware of many details they would not otherwise know. Fire crews can arrive knowing exactly how many people live in your home and where the bedrooms are located. EMS personnel can know family members' allergies or specific medical conditions. And police can access a photo of a missing family member in seconds rather than minutes or hours, helping the search start faster.

Westtown East Goshen Regional Police Department

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

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

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1 EAST GOSHEN TOWNSHIP
2 BOARD OF SUPERVISORS
3 RE-ORGANIZATION & FORMAL MEETING
4 MONDAY, January 3, 2022
5 DRAFT MINUTES
6

7 *Note: This meeting was held in person at the East Goshen Township Board Room.*
8

9 **Present:** Chairman David Shuey (via phone); Vice Chairman Mike Lynch; Members:
10 John Hertzog, Michele Truitt; Cody Bright; Township Manager Derek Davis; Finance
11 Director Dave Ware; Senior Staff Accountant Chris Boylan; Erich Meyer (Conservancy)
12

13 **Call to Order & Pledge of Allegiance:**

14 Mike called the meeting to order at 6:04 p.m. and led the Pledge of Allegiance.
15

16 Michele called for a moment of silence for Healthcare worker dealing with COVID
17 patients, first responders, WEGO and firefighters.
18

19 Mike announced that the meeting is being livestreamed on YouTube.
20

21 **Swearing In:**

22 District Justice Allison Bell Royer swore in Cody Bright to the East Goshen Township
23 Board of Supervisors.
24

25 District Justice Allison Bell Royer swore in Melissa Bright as East Goshen Township
26 Tax Collector.
27

28 District Justice Allison Bell Royer swore in Karen Miller as East Goshen Township
29 Constable.
30

31 Mike acknowledged citizens stepping forward to serve their community. Mike thanked
32 Marty Shane for his 36 years of service and thanked David Shuey for serving as Chair.
33

34 **Re-Organization Actions:**

35 **Elect Chairman:** John nominated to appoint Michele Truitt as Chairperson of the
36 Board. Cody seconded.
37

38 The nomination passed 4-0, David Shuey voted present.
39

40 **Elect Vice Chairman:** Michele nominated to appoint John Hertzog as Vice Chairperson
41 of the Board. Cody seconded.
42

43 The nomination passed 4-0, David Shuey voted present.
44

45 **Appoint Police Commissioner:** John nominated to appoint Michele Truitt as Police
46 Commissioner. Cody seconded.

1 The nomination passed 5-0.

2
3 **Appoint Representative to Pension Committee:** Michele nominated to appoint David
4 Shuey to the Pension Committee. John seconded.

5
6 The nomination passed 5-0.

7
8 **Appoint Representative to West Chester Area Council of Governments:** John
9 nominated to appoint Cody to the West Chester Area Council of Governments. Michele
10 seconded.

11
12 The nomination passed 5-0.

13
14 Mike made a motion to **Appointment Township Officials**, Items #1-13, excluding Item
15 #8, and including **Reappoint Township Employees**, as summarized below:

16
17 **Appoint Township Officials:**

- 18 1. Township Manager/ Secretary / Right-to-Know Officer / Assistant Zoning
19 Officer – Derek Davis
- 20 2. Director of Finance/Treasurer – Dave Ware
- 21 3. Director of Public Works – Mark Miller
- 22 4. Director of Code Enforcement/Zoning Officer/Building Code Official/Noise
23 Control Officer – Mark Gordon
- 24 5. Building Inspectors – Kevin Rowley and Duane Brady
- 25 6. Fire Marshal – Carmen R. Battavio
- 26 7. Assistant Fire Marshals – Michael Holmes, Kevin Rowley, Duane Brady,
27 Kevin Miller, and Mark Miller
- 28 8. Township Solicitor – Lamb McErlane
- 29 9. Township Engineer – Pennoni Associates
- 30 10. Emergency Management Coordinator – Stephen Hiro
- 31 11. Assistant Emergency Management Coordinator – Vincent D’Amico
- 32 12. Delegate to the Chester County Tax Collection Committee – Dave Ware
- 33 13. Alternate Delegate to the Chester County Tax Collection Committee –Chris
34 Boylan

35
36 **Re-appoint Township Employees**

37
38 David seconded.

39
40 The motion passed 5-0.

41
42 Michele made a motion **Appointment Township Officials, Items #8 Township Solicitor**
43 **- Lamb McErlane.**

44
45 John seconded.

1 Mike Lynch read a prepared statement expressing concern about this item.

2

3 David Shuey echoed Mike's comments and feels this is a blatant political action.

4

5 Michele Truitt explained that this firm has represented us for Pipeline Task Force and we
6 are pleased with their results. In addition, the current law firm has been asked to stay on
7 for certain cases. Michele stated this is not a political action. Prices are the same for both
8 firms. Michele is in favor of hiring Lamb McErlane.

9

10 David Shuey had not seen a conflict for Buckley Brion attending our meetings and believes
11 the quality of work done by their firm is great.

12

13 Mike commented that his issue is not with the new firm, it is with the process. Mike
14 explained that the Board has had a collaborative process on hirings in this past. The Board
15 did not discuss this change and Mike believes it to be hasty and compulsive. Lamb
16 McErlane has Mike's respect. Buckley Brion's performance has been conducted
17 effectively. Mike feels that not giving Buckley Brion advanced notice reflects poorly.

18

19 Cody commented that he worked with the Chester County Bar Association. Mr. Christman
20 is a respectable solicitor.

21

22 Michele did attempt to communicate with other Board Members prior to this meeting. Mike
23 does not accept this comment because this meeting is not a drop-dead date for appointing
24 the solicitor.

25

26 David commented that a letter from Lab McErlane to Cody appears like there was an
27 invitation from Cody to become the township solicitor prior to him being sworn in. David
28 finds this unusual and political.

29

30 Michele commented that Cody was giving his personal testimony as to his professional
31 experience with Mr. Christman.

32

33 John commented that it was his understanding that the Board is required to make this
34 appointment tonight.

35

36 Mike commented this appears to be a power play. Mike stated this reflects poorly on Cody
37 to start out his term this way. Mike emphasized that he is looking for collaboration amongst
38 the Board.

39

40 Cody directed a comment to Mike that they will have some disagreements but he hopes
41 this will not affect their relationship going forward.

42

43 The motion passed 3-2, Mike and David opposed.

44

45

1 **Appoint Depositories for Township Funds and authorize Director of**
2 **Finance/Treasurer to make investments at banks paying the best rate of interest and**
3 **with the best terms (Resolution 2022-1):**
4

- 5 1. Citadel Bank
- 6 2. WSFS Bank
- 7 3. PLGIT-PA Local Government Investment Trust (Custodian - Wells Fargo
- 8 NA.)
- 9 4. TD Bank
- 10 5. M&T Bank

11
12 Mike made a motion to appoint the above depositories for Township Funds and authorize
13 Director of Finance/Treasurer to make investments at banks paying the best rate of interest
14 and with the best terms (Resolution 2022-1). John seconded.

15
16 Dave Ware commented that a banking RFP is in process currently.

17
18 The motion passed 5-0.

19
20 **Certify Delegates to the PSATS Convention**

- 21 • Five Supervisors, Manager and Director of Finance will be affirmed as
- 22 delegates.
- 23 • Voting Delegate: Derek Davis
- 24 • Alternate Voting Delegate: Dave Ware

25
26 John made a motion to certify Delegates to the PSATS Convention. Mike seconded.

27
28 The motion passed 5-0.

29
30 **Confirm 2022 Holiday Schedule**

31
32 **Confirm 2022 Meeting Schedule**

33 John made a motion to confirm the 2022 Holiday schedule and 2022 meeting schedule.
34 Cody seconded.

35
36 Michele suggested to consider discussion in the future to add a floating holiday, to be
37 taken for a religious holiday or for staff birthday. Mike added that if employee does not
38 use this holiday, it is not compensated. This is not part of the motion and is solely for
39 discussion only at this time.

40
41 Michele commented that we may have to revisit the meeting schedule, due to impending
42 potential changes in ABC groups.

43
44 The motion passed 5-0.

45
46 **Confirm that Keystone Collection Agency is the Earned Income and Local Services**
47 **Tax Collector for the Township**

1 Mike made a comment that we are affirming this. No motion needed because we are a
2 member of Chester County Tax Collection Committee, which oversees this contract.

3
4 **Appoint Maillie, LLP. as independent auditors for the Township**

5 Mike made a motion to appoint Maillie. Cody seconded.

6
7 The motion passed 5-0.

8
9 **Designate the Emergency Service Providers (Resolution 2022-02)**

10 Mike made a motion to designate Emergency Services Providers, Resolution 2022-02.

11 John seconded.

12
13 The motion passed 5-0.

14
15 **Establish the 2022 Fee Schedule (Resolution 2022-03)**

16 Mike made a motion to accept the 2022 fee schedule. David seconded.

17
18 Michele asked Dave Ware to elaborate. Dave Ware commented the fee schedule was not
19 changed last year. In evaluating the fees with various staff, the current fees were not in line
20 with inflation. Dave explained specific examples and reasons for various fees. Fees were
21 implemented for zoning verification request and a small wireless facility fee.

22
23 Michele asked how the small wireless facility fee was established. Mike clarified the fee
24 is based on FCC requirement.

25
26 Mike explained all Townships have a fee schedule and our staff looks at this in detail to
27 ensure the fees cover costs for service provided.

28
29 The motion passed 5-0.

30
31 **Authorize participation in the Municipal Risk Management Workers' Compensation**
32 **Pooled Trust**

33
34 **Announce the continuance of all other applicable resolutions that were adopted**
35 **previously**

36 Cody made a motion to authorize participation in the MRM Workers' Pooled Trust and the
37 continuance of all other applicable resolutions that were adopted previously. Mike
38 seconded.

39
40 The motion passed 5-0.

41
42 **Chairman's Report**

43 Michele announced the Annual ABC Planning Session will be held on Tuesday, January
44 25, 2022 at 6:30 PM. Michele stated that this meeting is an opportunity to hear ABC
45 accomplishments, hear their goals for the coming year, and discuss possibly
46 consolidating some of the ABC's.

1 John added that other local Townships only have 5-7 similar committees compared to
2 East Goshen's 16-17 committees.

3

4 **Emergency Services Reports** - None

5

6 **Financial Report** - None

7

8 **Approval of Minutes**

9 Mike made a motion to approve the minutes of December 7, 2021 and December 21,
10 2021. John seconded.

11

12 The motion passed 5-0.

13

14 **Approval of Treasurer's Reports**

15 Dave Ware presented the December 29, 2021 Treasurer's Report.

16

17 Mike made a motion to accept the receipts and approve the expenditures as presented in
18 the Expenditure Register and as summarized in the December 29, 2021 Treasurer's
19 Report. Cody seconded.

20

21 John asked when a year-end Financial Report would be available. Dave responded next
22 meeting.

23

24 The motion passed 5-0.

25

26 **Public Hearing** - None

27

28 **Old Business** - None

29

30 **New Business:**

31 **Consider ABC Appointments**

32 Mike made a motion to make the following appointments:

33

34

Name	Board
Walter Wujcik	Conservancy Board
Scott Sanders	Conservancy Board
(Scott agreed to serve until replaced)	
Alice Lenthe	SAC (from the Conservancy Board)
Dana Pizarro	Municipal Authority
Kevin Cummings	Municipal Authority
Eric Tobin	Parks and Recreation
Jessica Bottaro	Parks and Recreation
Gerald Sexton	Pipeline Task Force
Edward Decker	Planning Commission
Mike Pagnanelli	Planning Commission
Walter Wujcik	Stormwater Appeals
Thom Clapper	Vacancy Committee

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1 Sigmund Fleck Zoning Hearing Board
2 Chuck Proctor Zoning Hearing Board

3

4 Acknowledge Mary Urbine's resignation from the Historical Commission.

5

6 Cody seconded.

7

8 John appreciates everyone's service but would like new blood on these committees. John
9 is not in favor of blanket appointments.

10

11 Mike commented that these residents step up and serve without compensation. It is
12 difficult to get people to come forward and volunteer for extended terms.

13

14 The motion passed 3-2, with Michele and John opposed.

15

16 Michele agrees with John and is not in favor of blanket appointments.

17

18 **Consider Board Liaisons**

19 Derek provided a list of Board Liaisons.

20

21 Michele made a motion to appoint the following:

22

23 John Planning Commission, Conservancy, Historical
24 Michele Police Commission, Board Chair
25 Mike Municipal Authority
26 David SAC, Pipeline Task Force, Pension Committee
27 Cody Parks & Rec, Futurists

28

29 John seconded.

30

31 The motion passed 5-0.

32

33 **Consider approval of Jim Benoit, Thornbury Supervisors, as 3rd WEGO**

34 **Commission member**

35 Cody made a motion to approve Jim Benoit, Thornbury Supervisors, as 3rd WEGO
36 Commission member. Michele seconded.

37

38 Mike commented that his position is that when a municipality is purchasing services from
39 a Police organization and the investing entities are incorporated, such as Westtown and
40 East Goshen, that another party such as Thornbury, should not have a place on the
41 commission.

42

43 The motion failed 2-3, with John, Mike and David opposed.

44

1 **Consider authorization for Buckley Brion and the township staff to start the process**
2 **of “unwinding” the declarations of taking originally agreed upon by the Board od**
3 **Supervisors in June 2021**

4 John made a motion to authorize Township staff and Buckley Brion, legal counsel on this
5 matter, to start and investigate the process of "unwinding" the legal case originating from
6 the declarations of taking put forth in resolutions 2021-200 and 2021-201 and to explore
7 the revesting of title either through the filing of a Declaration of Relinquishment or
8 agreement with the Condemnees.

9
10 Cody seconded.

11
12 David made an amendment to eliminate “to start and investigate” and replace wording
13 with ‘township to start investigating’ the process of ‘unwinding’.

14
15 John accepted the friendly amendment.

16
17 Derek further explained this motion.

18
19 John clarified that is why he accepted David’s friendly amendment to start the
20 investigation rather than start the unwinding. John noted that we are using Buckley Brion
21 for this issue.

22
23 Michele asked if the process of taking continue while we are investigating this, which
24 means we are still spending money on the discovery process and potential litigation in
25 court.

26
27 Derek replied he would check with council, but he believes the two processes are
28 mutually exclusive.

29
30 John clarified the motion is to start investigating the process of unwinding.

31
32 Mike seconded the rewording.

33
34 Cody is against the rewording.

35
36 Discussion followed.

37
38 David commented that it was clear in Futurist Committee survey that residents wanted
39 completion of trail as planned.

40
41 Mike stated Board had discussion about this process underway now, prior to Cody
42 becoming a Board member, and had consensus to allow legal process to continue. Mike is
43 not looking to press on developing the trail in that area if the current property owners are
44 not interested but feels it is important to have the easements in place for future. There is
45 no conservation easement on this property to conserve its legacy, so this property is

1 exposed to selling to anyone for future development without a conservation easement on
2 it.

3
4 Discussion followed.

5
6 Bill Geyer, 1560 Tanglewood, attended public hearing in June. The Board Room was
7 filled to capacity. Public comment was clear and it was overwhelmingly opposed to
8 eminent domain. The Board has a responsibility to represent all residents.

9
10 David argued that this is far from clear. People who are against an issue tend to show up,
11 people who are in favor, tend not to show up.

12
13 Wayne Wilson, 406 Summit House, addressed Mr. Shuey's last comment. There might
14 have been a few hundred people who said they don't want the trail, but now the people
15 are talking and getting results. The Board has a purpose and residents do not want the
16 Hicks Farm taken away.

17
18 Mike argued the Hicks Farm is not being taken away by the Township. Mike feels the
19 Hicks family has done more to take away their farm than the Municipality. They have
20 sold some of their property in the past. Their father, Ira Hicks, used eminent domain for a
21 sewer line when he was Supervisor.

22
23 Wayne Wilson commented that Mike voted for eminent domain and now opposes the use
24 of eminent domain. He asked when his term ends. Mike responded end of 2023.

25
26 Russ Frank, 451 Gateswood, corrected Mike regarding Russ conducting a social media
27 poll. Questioned Futurist Committee survey receiving less than 700 responses from over
28 18,000 residents and how is that considered more valid than social media survey with
29 thousands responding. Mike responded. Russ commented not to forget the December
30 meeting. No one uses the trail.

31
32 Michele commented that regardless of whose plan it is, if it's a bad plan, we are not
33 obligated to go through with it. Nothing is cast in stone.

34
35 John made a mistake in trying to accommodate the two supervisors and would like to
36 change his acceptance of the friendly amendment and go back to the original wording "to
37 start and investigate the process of unwinding" motion.

38
39 Cody seconded.

40
41 The motion passed 3-2, David and Mike opposed.

42
43 David commented that comprehensive plans are put together by a tremendous number of
44 volunteers, with volunteer and community input, and feels Michele's comment that
45 nothing is set in stone is a significant setback to volunteering in East Goshen. Michele
46 replied that we will agree to disagree.

1 **Consider recommendation for 2021 Budget Surplus**

2 Dave estimates there will be a minimum of \$400K surplus.

3
4 Mike made a motion to authorize the transfer of the 2021 General Fund Budget Surplus
5 in the following amounts and to the following funds:

- 6
7 • Capital Reserve Fund 10%, approximately \$40K of any final 2021 General Fund budget
8 surplus.
9 • Infrastructure Sustainability Fund 55%, approximately \$220K of any final 2021 General
10 Fund budget surplus.
11 • Operating Reserve Fund 25%, will help offset \$100K previously mentioned, of any
12 final 2021 General Fund budget surplus.
13 • General Fund 10%, approximately \$40K of any final 2021 General Fund budget surplus
14 to remain in General Fund.

15
16 Cody seconded.

17
18 Cody thanked the staff for being fiscally responsible.

19
20 Mike asked Dave to explain how we arrived at this surplus. Dave commented that
21 revenue realized increased EIT from Keystone collecting additional delinquent taxes and
22 real estate transfer revenue was budgeted solely on residential sales, however we received
23 revenue for some commercial properties sold. Expenses realized \$219K WEGO credit
24 and a number of expense items were under budget.

25
26 Michele and Derek commended Mark Miller and the Finance staff.

27
28 The motion passed 5-0.

29
30 **Any Other Matter** - None

31
32 **Public Comment** - None

33
34 **Correspondence:**

35 The Board acknowledged receipt of the 4th Quarter 2021 Right-to Know Report.

36
37 **Adjournment:**

38 There being no further business, Cody motioned to adjourn at 7:49 pm. Mike seconded.

39
40 The motion passed 5-0.

41
42 Respectfully submitted,
43 *Chris Boylan*
44 *Recording Secretary*

45
46 Attached: December 29, 2021 Treasurer's Report

TREASURER'S REPORT		December 16, 2021 - December 29, 2021	
RECEIPTS AND BILLS			
GENERAL FUND			
Real Estate Tax	\$1,693.29	Accounts Payable	\$154,097.56
Earned Income Tax	\$65,500.00	Electronic Pmts:	
Local Service Tax	\$0.00	Credit Card	\$11,382.03
Transfer Tax	\$0.00	Postage	\$0.00
General Fund Interest Earned	\$0.00	Debt Service	\$2,726.08
Total Other Revenue	\$20,234.40	Payroll	\$143,482.15
Total General Fund Receipts:	\$87,427.69	Total Expenditures:	\$311,667.82
STATE LIQUID FUELS FUND			
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$0.00	Total Expenditures:	\$0.00
Total State Liquid Fuels Receipts:	\$0.00		
CAPITAL RESERVE FUND			
Receipts	\$0.00	Accounts Payable	\$92.00
Interest Earned	\$0.00	Total Expenditures:	\$92.00
Total Capital Reserve Fund Receipts:	\$0.00		
TRANSPORTATION FUND			
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$0.00	Total Expenditures:	\$0.00
Total Transportation Fund Receipts:	\$0.00		
SEWER OPERATING FUND			
Receipts	\$31,688.95	Accounts Payable	\$176,549.09
Interest Earned	\$0.00	Electronic Pmts:	
		Credit Card	\$1,326.99
		Debt Service	\$22,290.16
Total Sewer Operating Fund Receipts:	\$31,688.95	Total Expenditures:	\$200,166.24
REFUSE FUND			
Receipts	\$10,133.55	Accounts Payable	\$20,846.40
Interest Earned	\$0.00	Credit Card	\$12,656.74
Total Refuse Fund Receipts:	\$10,133.55	Total Expenditures:	\$33,503.14
BOND FUND			
Receipts	\$0.00	Accounts Payable	\$62,352.01
Interest Earned	\$0.00	Total Expenditures:	\$62,352.01
Total Bond Fund Receipts:	\$0.00		
SEWER CAPITAL RESERVE FUND			
Receipts	\$0.00	Accounts Payable	\$34.50
Interest Earned	\$0.00	Total Expenditures:	\$34.50
Total Sewer Capital Reserve Fund Receipts:	\$0.00		
OPERATING RESERVE FUND			
Receipts	\$0.00	Accounts Payable	\$34.50
Interest Earned	\$0.00	Total Expenditures:	\$34.50
Total Operating Reserve Fund Receipts:	\$0.00		
ARPA - COVID RELIEF FUND			
Receipts	\$0.00	Accounts Payable	\$630.00
Interest Earned	\$0.00	Total Expenditures:	\$630.00
Total ARPA - COVID Relief Fund Receipts:	\$0.00		

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**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
1580 PAOLI PIKE
TUESDAY, JANUARY 18, 2022
Draft MINUTES**

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

Present: Chairman Michele Truitt; Vice Chairman John Hertzog; Members: Cody Bright, Mike Lynch, David Shuey; Township Manager Derek Davis; Finance Director Dave Ware; Fire Marshal Carmen Battavio; Chief Brenda Bernot; Goshen Fire Executive Director Grant Everhart; Erich Meyer (Conservancy).

Call to Order & Pledge of Allegiance:

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

Cody asked for a moment of silence for first responders, nurses, and doctors.

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

Emergency Services Reports:

Chief Brenda Bernot announced new round of community engagement events will be held in February or March. Chief presented East Goshen Township December 2021 statistics.

Michele asked about community meeting with police on the 20th. Chief replied this was to be held at Rustin, but the Director contacted Chief and rescheduled to end of March. Chief will share details with Board.

Chairman's Report:

- a. The board met in executive session to discuss personnel matters.
- b. Starting this month, yard waste will be picked up EVERY Wednesday.

Public Hearings - None

Emergency Services Reports:

Grant Everhart presented the annual 2021 report for Goshen Fire Company.

Michele asked if call reduction is due to Wellington and Bellingham staff actually doing lifting for patients. Grant responded that the Fire Company implemented a \$500 fee for service, charged to facility, if lift assist call is for skilled care area of these facilities. Michele asked if the Fire Company is considering an ALS ambulance, Grant responded not currently.

David asked if all fire and medical emergency services are aware of funding opportunities and applying for grants. Carmen Battavio responded Goshen Fire is on top of these offerings and Grant added the Fire Company applies for State funding every year and other grants, including Federal grants, as available.

Mike thanked Grant for giving a comparative to prior year. Mike asked for the same year to year comparison from Good Fellowship.

1 Cody asked if the \$500 fee are paid timely, Grant affirmed. Cody also asked for an update on the
2 subscription drive. Grant stated last year was a good year and will have an update about the 2022
3 subscription drive at a future meeting.

4
5 Derek asked if Jennersville and Brandywine Hospitals closings are negatively impacting County-
6 wide. Grant confirmed Goshen Fire has been impacted, with wait times at local hospitals
7 increasing.

8
9 Carmen Battavio presented the December 2021 statistics for Goshen Fire, Malvern Fire, and
10 Good Fellowship.

11
12 **Financial Report:**

13 Dave Ware presented the December 2021 financial report. The auditors will conduct the annual
14 2021 audit and Federal funds single audit during the first week of February.

15
16 David asked when we will receive the next ARPA payment. Dave responded approximately July.

17
18 Michele asked if there was any 2021 WEGO surplus. Dave responded that he has not heard from
19 WEGO yet.

20
21 **Approval of Minutes** - None

22
23 **Treasurer's Report:**

24 Dave Ware presented the January 13, 2022 Treasurer's Report.

25
26 Mike asked about a mailbox reimbursement for \$300, and why it wasn't the standard \$25
27 reimbursement. Dave responded that our truck hit the post.

28
29 Mike asked about the refuse postage and can this be reduced by residents opting out of receiving
30 a paper bill. Chris explained that paperless billing is of interest to many residents, but the system
31 has glitches and we are not comfortable rolling out this offering.

32
33 Mike made a motion to accept the receipts and approve the expenditures as presented in the
34 Expenditure Register and as summarized in the January 13, 2022 Treasurer's Report.

35
36 Cody seconded.

37
38 Michele commended Mark Miller for saving over \$17K for purchase of materials and in-house
39 staff building picnic benches.

40
41 Mike added the Public Works savings effort with the Hunt Country pump system failure. Mark
42 investigated other options for a new switch, saving a lot of money. Another example of Mark's
43 efforts was the high-water rescue vehicle valued at \$300K vehicle, that he purchased for \$9K.
44 The vehicle came in camouflage from the military and Mark had staff paint it. This is another
45 example of Public Works' pride, care of facilities, and level of skill in this department.

46
47 Dave also added that the Public Works staff made some modifications to a concrete floor and
48 added a drain. This is another example of cost savings efforts.

1 Motion carried 5-0.

2
3 **Old Business** - None

4
5 **New Business:**

6 **Consider authorization for Township Manager and Finance Director to conduct a search of**
7 **qualified consultants to assess the current employee evaluation/compensation structure.**

8 Derek explained that was discussed during 2022 Budget process. Derek and Dave are looking to
9 revamp the system of compensation and how that is tied into evaluations. Currently evaluations
10 are done internally, but there is not a standard evaluation process. Derek and Dave would like
11 everyone evaluated by same metrics. They would also like to wrap up the evaluation and
12 compensation process earlier in the year, before budget season, so that this financial information
13 can be tied into the upcoming year's budget. Derek and Dave feel it is beneficial to seek out
14 experts for salary ranges and bands for different positions and tie this into evaluation structure.
15 Derek would come back to the Board with recommendations and proposal.

16
17 David made a motion to authorize Township Manager and Finance Director to solicit proposals
18 for Human Resource consulting services focusing on an update to our employee annual review
19 and compensation program.

20
21 Mike seconded.

22
23 Russ Frank, 451 Gateswood, inquired how managers get through personal interactions with the
24 matrix. Derek responded there is always some subjectivity in evaluations. The main goal is to
25 have a more uniform system and judge everyone by the same metrics. Russ asked if age plays a
26 role. Derek responded age is not a factor, but tenure does have a factor.

27
28 John added that, in the past, the Board recognized an employee with a year-end bonus.

29
30 Mike added for police there is a longevity clause, another form of implied bonus, but doesn't
31 take into account innovation or exceptional performance. In Mike's former employment, they
32 offered SPP (supplemental performance payment) and this was distributed throughout the year to
33 employees based on various criteria.

34
35 Russ asked if Township employees are unionized. Board responded no.

36
37 Motion carried 5-0.

38
39 **Discussion and consideration of new method for delinquent utility collections.**

40 Dave explained we have approximately \$90K in past due accounts, with all over 180 days past
41 due and limited fees of \$125 added on to these accounts. Collections is a specialized business
42 and we do not have the manpower to address this. Dave feels that turning this over to a
43 professional law firm, the Township will benefit in reducing outstanding A/R and set a standard
44 of improvement going forward.

45
46 Mike commended Dave on his presentation. Since there are no fees upfront, this makes sense to
47 implement. Mike's experience with Portnoff in his previous position was that he did not receive
48 one call from residents with any concerns.

1 David made a motion to proceed with Portnoff Law Associates in the collection of delinquent
2 utility accounts (sewer and refuse).

3
4 Mike seconded.

5
6 Cody asked about other township's success rate. Dave responded Portnoff's collection rate is
7 typically 75-80%, however this is based on tax collection, not utility accounts. Mike added East
8 Bradford used Portnoff exclusively for sewer collections and the trend was decreasing delinquent
9 accounts.

10
11 Dave believes we will save \$9-\$10K in legal expenses, and this will be passed on to residents.

12
13 Russ Frank, 451 Gateswood, believes this is an excellent idea.

14
15 Motion carried 5-0.

16
17 **Pipeline Task Force request for comment submission to DEP.**

18 Derek explained this is a community wide effort to write to DEP and ask that the permit not be
19 renewed unless Sunoco complies with cleaning up March Creek, shoring up of Exton Library
20 and the hiking trails, and providing clean water to those whose wells are damaged. Sunoco is up
21 for their 5-year renewal permit with DEP, set to expire next month. Comments are due 1/24/22.

22
23 David made a motion to direct the Township Manager to draft and send comments to DEP on
24 behalf of the township to express our belief that the aforementioned items need to be addressed
25 before the Sunoco permit is renewed.

26
27 David added East Goshen is part of the larger Chester County community and we use these
28 amenities or work in other communities.

29
30 Mike seconded.

31
32 Michele would like to add "end of life study for Mariner I". David accepted Michele's friendly
33 amendment.

34
35 Michele would also like to include a comment to have Sunoco assist local governments in their
36 various emergency management plans regarding their NGL lines. David said this letter is going
37 to the DEP and this is more of a PUC issue.

38
39 Motion carried 5-0.

40
41 **Storm Water O&M Agreement - 1448 Patterson Lane.**

42 Mike made a motion authorize the Chairman to sign the storm water management, operation and
43 maintenance agreement for 1448 Patterson Lane.

44
45 John seconded.

46
47 Motion carried 5-0.

1 **Any Other Matter:**

2 Cody explained about House and Senate districts drawn by the Legislature. The maps drawn for
3 East Goshen is currently that we would have two House of Representatives. Today is last day to
4 comment on this. Cody is in favor of East Goshen Township having one representative. Mike
5 concurred. Michele will personally send an email tonight asking for reconsideration on this
6 reapportionment. John stated this is an attempt to cut the Township in half, along Paoli Pike so
7 north of Paoli Pike would be part of District 167 and south would be part of District 156.
8

9 Michele requests that Township Manager invite Pennoni out to make official presentation on
10 alternate route on Paoli Pike Trail.
11

12 **Public Comment:** – None
13

14 **Liaison Reports** – None
15

16 **Correspondence, Reports of Interest:**

17 Michele acknowledged receipt of 1/10/22 email from Mr. Buonnano.
18

19 **Adjournment**

20 There being no further business, Mike made a motion to adjourn at 7:56pm. Cody seconded.
21

22 Motion carried 4-0.
23

24 Respectfully submitted,
25 *Chris Boylan*
26 *Recording Secretary*
27

28 Attached: January 13, 2022 Treasurer's Report

TREASURER'S REPORT		December 29, 2022 - January 13, 2022	
RECEIPTS AND BILLS			
GENERAL FUND			
Real Estate Tax	\$2,521.28	Accounts Payable	\$512,144.90
Earned Income Tax	\$4,000.00	Electronic Pmts:	
Local Service Tax	\$0.00	Credit Card	\$2,663.93
Transfer Tax	\$0.00	Postage	\$0.00
General Fund Interest Earned	\$193.08	Debt Service	\$0.00
Total Other Revenue	\$501,491.74	Payroll	\$152,802.17
Total General Fund Receipts:	\$508,206.10	Total Expenditures:	\$667,611.00
STATE LIQUID FUELS FUND			
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$453.33	Total Expenditures:	\$0.00
Total State Liquid Fuels Receipts:	\$453.33		
CAPITAL RESERVE FUND			
Receipts	\$676.99	Accounts Payable	\$676.99
Interest Earned	\$125.92	Total Expenditures:	\$676.99
Total Capital Reserve Fund Receipts:	\$802.91		
TRANSPORTATION FUND			
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$46.65	Total Expenditures:	\$0.00
Total Transportation Fund Receipts:	\$46.65		
SEWER OPERATING FUND			
Receipts	\$37,109.20	Accounts Payable	\$26,689.48
Interest Earned	\$30.46	Electronic Pmts:	
		Credit Card	\$1,381.66
		Debt Service	\$0.00
Total Sewer Operating Fund Receipts:	\$37,139.66	Total Expenditures:	\$28,071.14
REFUSE FUND			
Receipts	\$7,665.14	Accounts Payable	\$1,073.93
Interest Earned	\$9.22	Credit Card	\$13,409.10
Total Refuse Fund Receipts:	\$7,674.36	Total Expenditures:	\$14,483.03
BOND FUND			
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$53.39	Total Expenditures:	\$0.00
Total Bond Fund Receipts:	\$53.39		
SEWER CAPITAL RESERVE FUND			
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$57.66	Total Expenditures:	\$0.00
Total Sewer Capital Reserve Fund Receipts:	\$57.66		
OPERATING RESERVE FUND			
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$68.05	Total Expenditures:	\$0.00
Total Operating Reserve Fund Receipts:	\$68.05		
ARPA - COVID RELIEF FUND			
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$8.04	Total Expenditures:	\$0.00
Total ARPA - COVID Relief Fund Receipts:	\$8.04		

**EAST GOSHEN TOWNSHIP
MEMORANDUM**

TO: BOARD OF SUPERVISORS
FROM: DAVE WARE
SUBJECT: PROPOSED PAYMENTS OF BILLS
DATE: JANUARY 27, 2022

Attached please find the Treasurer's Report for the weeks of January 13, 2022 – January 27, 2022.

The General Fund expenses were routine operating and maintenance expenditures as winter is a good time for maintenance and to replenish tools, our stock of parts, and office supplies. A much needed drain was added and concrete flooring replacement was performed in-house to the Public Works garage by our Public Works team. EIT and RE Transfer Tax revenue is off to a positive start in January. EIT is up 85% vs. January 2021 and RE Transfer Tax posted \$118K with 52 residential transactions (3 over \$1.0M) and the sale of TD Bank on the commercial side.

The Capital Reserve Fund incurred \$58K of expenses between Segment A and the fixing of humps in Segment C, offset 100% by matching grant revenue.

The Transportation Fund incurred \$152K for the Boot Rd widening and line re-painting joint project with West Goshen. We will recoup \$3K from Sunoco, leaving EGT share at \$149K. The original estimate was \$166K.

The Refuse Fund revenue includes a Recycling Rebate from 2020 of \$27K...only \$10K was included in the 2022 Budget.

Recommended motion: Madam Chair, 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**

January 13, 2022 - January 27, 2022

GENERAL FUND

Real Estate Tax	\$0.00
Earned Income Tax	\$249,321.98
Local Service Tax	\$9,286.97
Transfer Tax	\$117,565.00
General Fund Interest Earned	\$0.00
Total Other Revenue	\$24,313.20

Total General Fund Receipts: \$400,487.15

Accounts Payable	\$100,120.55
<u>Electronic Pmts:</u>	
Credit Card	\$7,595.40
Postage	\$0.00
Debt Service	\$2,726.08
Payroll	\$152,344.96

Total Expenditures: \$262,786.99

STATE LIQUID FUELS FUND

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

Accounts Payable \$0.00
Total Expenditures: \$0.00

CAPITAL RESERVE FUND

Receipts	\$58,131.39
Interest Earned	\$0.00
Total Capital Reserve Fund Receipts:	<u>\$58,131.39</u>

Accounts Payable \$58,246.40
Total Expenditures: \$58,246.40

TRANSPORTATION FUND

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

Accounts Payable \$152,139.60
Total Expenditures: \$152,139.60

SEWER OPERATING FUND

Receipts	\$133,334.71
Interest Earned	\$0.00

Total Sewer Operating Fund Receipts: \$133,334.71

Accounts Payable \$144,114.20
Electronic Pmts:
 Credit Card \$1,351.23
Debt Service \$22,290.16
Total Expenditures: \$167,755.59

REFUSE FUND

Receipts	\$97,509.44
Interest Earned	\$0.00
Total Refuse Fund Receipts:	<u>\$97,509.44</u>

Accounts Payable \$749.39
 Credit Card \$87,133.32
Total Expenditures: \$87,882.71

BOND FUND

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

Accounts Payable \$7,007.21
Total Expenditures: \$7,007.21

SEWER CAPITAL RESERVE FUND

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

Accounts Payable \$0.00
Total Expenditures: \$0.00

OPERATING RESERVE FUND

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

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:	<u>\$0.00</u>

Accounts Payable \$0.00
Total Expenditures: \$0.00

EAST GOSHEN TOWNSHIP
 MONTHLY DEBT PAYMENT BREAKDOWN
 January 25, 2022

GENERAL FUND:

Interest payment	Principal payment	Year of Issuance	Loan Description	Original loan amount	Remaining Principal	Retirement Date
\$2,726.08	\$0.00	2003	Multi purpose 9 projects	\$5,500,000.00	\$ 759,000.00	2023
\$0.00	\$0.00	2017	G Playground , Dams, & Paoli Pike Trail	\$5,310,000.00	\$5,290,000.00	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	9,500,000.00	\$5,458,000.00	2032
\$4,278.76	\$0.00	2013	Diversions Projects	2,500,000.00	\$1,684,000.00	2033
\$0.00	\$0.00	2017	S West Goshen STP	2,840,000.00	\$2,465,000.00	2037

Report Date 01/21/22

Expenditures Register
GL-2201-81914

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03 CAPITAL RESERVE FUND										
1648				ROAD-CON INC.						
	67558	1	03460 7401	PAOLI PK. TRAIL - SEGMENT.A	APPLIC.#6	01/21/22	01/21/22	01/21/22	1488	23,227.34
				PAOLI PK TR. SEGMENT.A - APPLIC.6						
										23,227.34
										23,227.34
1 Printed, totaling										23,227.34

FUND SUMMARY

Fund	Bank Account	Amount	Description
03	03	23,227.34	CAPITAL RESERVE FUND
		<u>23,227.34</u>	

PERIOD SUMMARY

Period	Amount
2201	23,227.34
<u>23,227.34</u>	

Legend:
 Expenditures Register Spooling to Windows Printers
 Print those ready to UPDATE
 Sorting by vendor
 Printing for GL Period 2201
 Doing a page break
 MARP05 run by BARBARA 10 : 49 AM

Report Date 01/21/22

Expenditures Register
GL-2201-81917

PAGE 2

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1198	67575	1	01410 5400	BRANDYWINE VALLEY SPCA S.P.C.A. CONTRACT DEC. 2021 STRAY PICK-UP/ACTIVITY	18260	01/21/22	01/21/22	01/21/22	22473	92.70
										92.70
2695	67576	1	01454 3000	BRICKHOUSE ENVIRONMENTAL GENERAL EXPENSE DECEMBER 2021 WINTER WATER SAMPLING <i>Park restroom</i>	4827	01/21/22	01/21/22	01/21/22	22474	339.16
										339.16
3488	67579	1	01409 3740	CINTAS CORPORATION #287 TWP. BLDG. - MAINT & REPAIRS WEEK END 1/5/22 CLEAN MATS	4106745185	01/21/22	01/21/22	01/21/22	22475	68.55
67579	2	01487 1910	UNIFORMS WEEK END 1/5/22 CLEAN UNIFORMS	4106745185	01/21/22	01/21/22	01/21/22	01/21/22	22475	710.24
67580	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS WEEK END 1/12/22 CLEAN MATS	4107445479	01/21/22	01/21/22	01/21/22	01/21/22	22475	68.55
67580	2	01487 1910	UNIFORMS WEEK END 1/12/22 CLEAN UNIFORMS	4107445479	01/21/22	01/21/22	01/21/22	01/21/22	22475	710.24
67581	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS WEEK END 1/19/22 CLEAN MATS	4108153206	01/21/22	01/21/22	01/21/22	01/21/22	22475	68.55
67581	2	01487 1910	UNIFORMS WEEK END 1/19/22 CLEAN UNIFORMS	4108153206	01/21/22	01/21/22	01/21/22	01/21/22	22475	710.24
										2,336.37
2491	67587	1	01401 3210	COMCAST 8499-10-109-0107472 COMMUNICATION EXPENSE 0107472 1/17-2/16/22 PW TV	011022	01/21/22	01/21/22	01/21/22	22476	68.88
										68.88
3249	67588	1	01401 3210	COMCAST 8499-10-109-0107712 COMMUNICATION EXPENSE 0107712 1/5-2/4/22 EG PARK LED	010422	01/21/22	01/21/22	01/21/22	22477	108.35
										108.35
3490	67589	1	01401 3210	COMCAST 8499-10-109-0111284 COMMUNICATION EXPENSE 0111284 1/9-2/8/22 SPEC.VIDEO PW	010422	01/21/22	01/21/22	01/21/22	22478	48.45
										48.45

Report Date 01/21/22

Expenditures Register
GL-2201-81917

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
317				CONTRACTOR'S CHOICE						
	67590	1	01430 2330	VEHICLE MAINT AND REPAIR ENGINE OIL & HEATER	00265893	01/21/22	01/21/22	01/21/22	22479	331.60
	67591	1	01438 3840	EQUIPMENT RENTAL THREE WHEEL BARROWS	00265897	01/21/22	01/21/22	01/21/22	22479	560.10
	67592	1	01430 2330	VEHICLE MAINT AND REPAIR ABRASIVE SHEET SET	00265898	01/21/22	01/21/22	01/21/22	22479	167.16
	67593	1	01437 2600	SHOP - TOOLS GRINDERS	00265934	01/21/22	01/21/22	01/21/22	22479	313.95
										1,372.81
1990				CRYSTAL SPRINGS						
	67594	1	01401 2100	MATERIALS & SUPPLIES COFFEE	3154612 011422	01/21/22	01/21/22	01/21/22	22480	110.28
										110.28
3872				EAGLE TERMITE & PEST CONTROL						
	67595	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS PEST CONTROL - NOVEMBER 2021	233117	01/21/22	01/21/22	01/21/22	22481	105.00
	67597	1	01409 3745	PW BUILDING - MAINT REPAIRS PEST CONTROL - NOVEMBER 2021	233119	01/21/22	01/21/22	01/21/22	22481	45.00
	67598	1	01409 3840	DISTRICT COURT EXPENSES PEST CONTROL - NOVEMBER 2021	233120	01/21/22	01/21/22	01/21/22	22481	50.00
	67602	1	01454 3100	PROFESSIONAL SERVICES PEST CONTROL - NOVEMBER 2021	233123	01/21/22	01/21/22	01/21/22	22481	25.00
	67603	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS PEST CONTROL - JANUARY 2022	234389	01/21/22	01/21/22	01/21/22	22481	105.00
	67605	1	01409 3745	PW BUILDING - MAINT REPAIRS PEST CONTROL - JANUARY 2022	234391	01/21/22	01/21/22	01/21/22	22481	45.00
	67606	1	01409 3840	DISTRICT COURT EXPENSES PEST CONTROL - JANUARY 2022	234392	01/21/22	01/21/22	01/21/22	22481	50.00
	67608	1	01454 3100	PROFESSIONAL SERVICES PEST CONTROL - JANUARY 2022	234395	01/21/22	01/21/22	01/21/22	22481	25.00
										450.00
4136				FIRSTNET - #287290606505						
	67609	1	01401 3210	COMMUNICATION EXPENSE DECEMBER 2021	505X01082022	01/21/22	01/21/22	01/21/22	22482	925.02
										925.02
4137				FIRSTNET - #287290608802						
	67610	1	01401 3210	COMMUNICATION EXPENSE DECEMBER 2021	802X01082022	01/21/22	01/21/22	01/21/22	22483	1,069.80
										1,069.80

Report Date 01/21/22

Expenditures Register
GL-2201-81917

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01 GENERAL FUND										
1876				FOLEY INC.						
	67611	1	01436 2450	STORMWATER MATERIALS & SUPPLIES MINI EXCAVATOR, QUICK COUPLER, HAMMER BRACKET & HAMMER RENTL 12/6- 12/14/21	A8732701	01/21/22	01/21/22	01/21/22	22484	3,108.00
										3,108.00
3000				GARNET FORD						
	67613	1	01430 2330	VEHICLE MAINT AND REPAIR REPLACE WEATHERSTRIP FORD F350 <i>windshield seal</i>	132918	01/21/22	01/21/22	01/21/22	22485	203.87
										203.87
3131				GREAT AMERICA FINANCIAL SERVICES						
	67614	1	01401 3840	RENTAL OF EQUIP. -OFFICE JANUARY 2022 - LANIER MP C6004ex	30857425	01/21/22	01/21/22	01/21/22	22486	160.00
										160.00
569				GREAT VALLEY LOCKSHOP						
	67615	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS 6 KEYS	CO22000024	01/21/22	01/21/22	01/21/22	22487	90.00
										90.00
2717				HIGGINS & SONS INC., CHARLES A.						
	67616	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG. TRAF.LIGHT MAINT. ROSEHILL & RT.3	55649	01/21/22	01/21/22	01/21/22	22488	97.50
	67617	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG. TRAF.LIGHT MAINT. STRASBURG & ELLIS	55659	01/21/22	01/21/22	01/21/22	22488	130.00
										227.50
679				INTERCON TRUCK EQUIPMENT						
	67620	1	01432 2500	SNOW - MAINTENANCE & REPAIRS SPINNER COILS	1091427-IN	01/21/22	01/21/22	01/21/22	22489	108.00
	67621	1	01432 2500	SNOW - MAINTENANCE & REPAIRS PROPORTIONAL FLOW CONTROLS #45 <i>Hyd Control Pilew/spreader</i>	1091739-IN	01/21/22	01/21/22	01/21/22	22489	537.60
										645.60
719				KEEN COMPRESSED GAS COMPANY						
	67622	1	01437 2460	GENERAL EXPENSE - SHOP VARIOUS GAS CYLINDERS	83354526	01/21/22	01/21/22	01/21/22	22490	77.30
										77.30

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01 GENERAL FUND										
813				MAIN LINE CONCRETE						
67623	1	01409	3745	PW BUILDING - MAINT REPAIRS 3 YDS CONCRETE - FOOTER	495123	01/21/22	01/21/22	01/21/22	22491	604.00
67624	1	01409	3745	PW BUILDING - MAINT REPAIRS SAND BAR, BAGS, LINTEL CONCRETE, TYPE S KEYSTONE MASON & RODS	495263	01/21/22	01/21/22	01/21/22	22491	159.55
67625	1	01409	3745	PW BUILDING - MAINT REPAIRS 6.75 CYDS CONCRETE - POUR FLOOR	495186	01/21/22	01/21/22	01/21/22	22491	1,084.00
67626	1	01409	3745	PW BUILDING - MAINT REPAIRS RODS, EXPANSION FIBER, WIRE TIES & WIRE - ANNEX FLOOR	495125	01/21/22	01/21/22	01/21/22	22491	688.70
										2,536.25
3470				NASK DOOR INC.						
67627	1	01409	3745	PW BUILDING - MAINT REPAIRS RESET & REATTACH TOP CARRIER -BRINE ROOM DOOR	6323605	01/21/22	01/21/22	01/21/22	22492	336.00
										336.00
3679				NETCARRIER TELECOM INC. 67846						
67628	1	01401	3210	COMMUNICATION EXPENSE 1/1/22 - 1/31/22	763341	01/21/22	01/21/22	01/21/22	22493	497.05
										497.05
827				NEW ENTERPRISE STONE & LIME INC.						
67634	1	01438	2450	MATERIALS & SUPPLIES-HIGHWAYS 92.66 TONS R-5 RIP RAP - WATERVIEW	7717147	01/21/22	01/21/22	01/21/22	22494	3,048.52
67634	2	01438	2450	MATERIALS & SUPPLIES-HIGHWAYS 64.14 TONS R-7 RIP RAP - WATERVIEW	7717147	01/21/22	01/21/22	01/21/22	22494	2,527.11
										5,575.63
2759				NEW HOLLAND GROUP						
67635	1	01430	2330	VEHICLE MAINT AND REPAIR LAMP ASSEMBLY	1842164	01/21/22	01/21/22	01/21/22	22495	12.82
										12.82
969				O'ROURKE & SONS INC.						
67636	1	01432	2500	SNOW - MAINTENANCE & REPAIRS METAL SHEETS FOR ONE WAY FLOW	R50721	01/21/22	01/21/22	01/21/22	22496	1,750.00
										1,750.00

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3596	67637	1	01432 2500	O'SULLIVAN, JIM SNOW - MAINTENANCE & REPAIRS REIMBURSEMENT RE: DAMAGED MAILBOX	011022	01/21/22	01/21/22	01/21/22	22497	25.00
										25.00
3548	67638	1	01401 2100	OFFICE BASICS MATERIALS & SUPPLIES PRINTER CARTRIDGES	I-938766	01/21/22	01/21/22	01/21/22	22498	126.00
										126.00
1554	67639	1	01401 2100	OFFICE DEPOT MATERIALS & SUPPLIES HP TONER	218009264001	01/21/22	01/21/22	01/21/22	22499	184.44
67640	1	01401 2100	MATERIALS & SUPPLIES POST IT NOTES & TONER	218021251001	01/21/22	01/21/22	01/21/22	01/21/22	22499	90.52
67641	1	01401 2100	MATERIALS & SUPPLIES INK & TONER CARTRIDGES & ENVELOPES	218824436001	01/21/22	01/21/22	01/21/22	01/21/22	22499	379.61
67642	1	01401 2100	MATERIALS & SUPPLIES PENS, FOLDERS & STORAGE BOXES	218092247001	01/21/22	01/21/22	01/21/22	01/21/22	22499	126.84
67643	1	01401 2100	MATERIALS & SUPPLIES HP TONER	218009950001	01/21/22	01/21/22	01/21/22	01/21/22	22499	69.20
67644	1	01401 2100	MATERIALS & SUPPLIES CREDIT RE: ENVELOPE RETURN	217397014001	01/21/22	01/21/22	01/21/22	01/21/22	22499	-34.50
67645	1	01401 2100	MATERIALS & SUPPLIES NOTEBOOKS	218013776001	01/21/22	01/21/22	01/21/22	01/21/22	22499	11.49
										827.60
1002	67647	1	01401 3000	PA MUNICIPAL LEAGUE GENERAL EXPENSE PML L3P MEMBERSHIP 2022	003055	01/21/22	01/21/22	01/21/22	22500	65.00
										65.00
3699	67648	1	01430 2330	PAULB LLC-LITITZ VEHICLE MAINT AND REPAIR NOZZLE FOR METAL SHUT OFF	923329/1	01/21/22	01/21/22	01/21/22	22501	76.93
										76.93
2352	67651	1	01434 3610	PECO -- 99193-01400 STREET LIGHTING 99193-01400 11/17/21 - 12/20/21	010322	01/21/22	01/21/22	01/21/22	22502	685.92
67651	2	01433 2470	UTILITIES - TRAFFIC LIGHTS 99193-01400 11/17/21 - 12/20/21	010322	01/21/22	01/21/22	01/21/22	01/21/22	22502	574.63
										1,260.55

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01 GENERAL FUND										
3153				PECO - 01360-05046						
	67654	1	01409 7505	BOOT & PAOLI LED SIGN 1360-05046 11/24-12/29/21 BOOT LED	010322	01/21/22	01/21/22	01/21/22	22503	45.19
										45.19
2593				PECO - 18510-39089						
	67653	1	01454 3600	UTILITIES 18510-39089 12/1/21 - 1/4/22 BOW TR	010622	01/21/22	01/21/22	01/21/22	22504	78.81
										78.81
1032				PECO - 99193-01302						
	67650	1	01409 3600	TWP. BLDG. - FUEL, LIGHT, WATER 99193-01302 11/22/21 - 12/27/21	010722	01/21/22	01/21/22	01/21/22	22505	4,416.24
	67650	2	01454 3600	UTILITIES 99193-01302 11/22/21 - 12/27/21	010722	01/21/22	01/21/22	01/21/22	22505	253.45
										4,669.69
4091				PECO 02280-03067						
	67655	1	01454 3717	MARYDELL POND REHAB 02280-03067 11/30/21-1/3/22 MARYDEL	010322	01/21/22	01/21/22	01/21/22	22506	64.41
										64.41
1005				PENNSYLVANIA ONE CALL SYSTEM						
	67656	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS MONTHLY ACTIVITY FEE - DEC.2021	0000934761	01/21/22	01/21/22	01/21/22	22507	20.14
										20.14
1087				PIPE XPRESS INC.						
	67657	1	01409 3745	PW BUILDING - MAINT REPAIRS PIPING - DRAIN IN BIG SHOP <i>Floor drain Piping</i>	117291	01/21/22	01/21/22	01/21/22	22508	5,764.65
										5,764.65
1201				SAFETY SOLUTIONS INC.						
	67658	1	01437 2460	GENERAL EXPENSE - SHOP FIRST AID & MEDICAL SUPPLIES	54049	01/21/22	01/21/22	01/21/22	22509	1,095.55
	67659	1	01409 2400	TWP. BLDG. - MATERIALS & SUPPLIES FIRST AID & MEDICAL SUPPLIES	54050	01/21/22	01/21/22	01/21/22	22509	43.70
										1,139.25

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1212	67660	1	01430 2330	SAYRE INC., G.I. VEHICLE MAINT AND REPAIR EXHAUST MOUNT BUSHING KIT #14	01P28372	01/21/22	01/21/22	01/21/22	22510	140.30
										140.30
2121	67661	1	01409 3740	SHERWIN-WILLIAMS CO. TWP. BLDG. - MAINT & REPAIRS 1 GALLON SABLEWOOD PAINT	4644-6	01/21/22	01/21/22	01/21/22	22511	46.51
										46.51
3834	67662	1	01486 1560	STANDARD INSURANCE CO., THE HEALTH, ACCID. & LIFE FEBRUARY 2021 PREMIUM	011922	01/21/22	01/21/22	01/21/22	22512	4,070.25
	67662	2	01213 1010	VOL. LIFE INSURANCE W/H FEBRUARY 2021 PREMIUM	011922	01/21/22	01/21/22	01/21/22	22512	94.98
										4,165.23
1297	67663	1	01401 2100	STAPLES CREDIT PLAN MATERIALS & SUPPLIES HP INK CARTRIDGES, SHIPPING TAPE & POST-IT NOTES	010922	01/21/22	01/21/22	01/21/22	22513	312.55
										312.55
1783	67664	1	01411 6000	STATE WORKERS INSURANCE FUND VOLUNTEER FIREFIGHTER WORKERS COMP POLICY# 05918452 INSTALMNT 2 OF 11	123021	01/21/22	01/21/22	01/21/22	22514	3,442.00
										3,442.00
1280	67667	1	01430 2330	TAYLOR, BRAD VEHICLE MAINT AND REPAIR DIGITAL INFLATOR W/COATED HOSE	010322100166	01/21/22	01/21/22	01/21/22	22515	70.00
										70.00
1353	67668	1	01486 3500	TRAVELERS INSURANCE COVERAGE -PREM. POL.#0107182247 LIABILITY INSUR.	010322	01/21/22	01/21/22	01/21/22	22516	679.00
										679.00

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1389	67669	1	01414 3141	UNRUH TURNER BURKE FREES LEGAL - ZONING HEARING BOARD LEGAL SERV. 11/23-12/17/21 ALK MGMT	189955	01/21/22	01/21/22	01/21/22	22517	1,352.59
										1,352.59
2829	67671	1	01401 3210	VERIZON - TWP.FIOS 0001-74 COMMUNICATION EXPENSE 12/28/21-1/27/22 FIOS - TWP	5527634-122721	01/21/22	01/21/22	01/21/22	22518	109.99
										109.99
1423	67673	1	01409 3740	VIMCO TWP. BLDG. - MAINT & REPAIRS V-SEAL - WINTER GUARD & MEADOWS VOCOMP-20	703009	01/21/22	01/21/22	01/21/22	22519	1,192.00
67674	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS BRONZ EDGERS, TROWELS & LEVEL	703008	01/21/22	01/21/22	01/21/22	22519	451.00	
										1,643.00
1552	67675	1	01433 2450	VULCAN SIGNS MATERIALS & SUPPLIES - SIGNS STREET NAME SIGNS - CLOCKTOWER DEV.	R10382	01/21/22	01/21/22	01/21/22	22520	631.30
										631.30
4040	67676	1	01407 2130	W3 GLOBAL SOLUTIONS LLC COMPUTER EXPENSE WEBSIT SERVICES Q1-2022	2531	01/21/22	01/21/22	01/21/22	22521	900.00
										900.00
4526	67679	1	01432 2500	WASHING THE WORLD SNOW - MAINTENANCE & REPAIRS MISC. WELDING OF FRONT END LOADER <i>Certified welder to weld Hitches</i>	459	01/21/22	01/21/22	01/21/22	22522	487.50
										487.50
3941	67680	1	01487 1500	WEX HEALTH INC. MISC. EMPLOYEE BENEFITS DECEMBER 2021	0001456347-IN	01/21/22	01/21/22	01/21/22	22523	50.00
										50.00

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05 SEWER OPERATING										
68				AMS APPLIED MICRO SYSTEMS LTD.						
67562	1	05429	3000	ADMIN.-GENERAL EXPENSE	68294	01/21/22	01/21/22	01/21/22	4977	75.00
				CASS CERTIFICATION -UTILITY BILLING						
										75.00
1397				AQUA PA						
67569	1	05429	3100	ADMIN.- PROFESSIONAL SERV	52-3486677	01/21/22	01/21/22	01/21/22	4978	871.50
				RESIDENTL SEWER READS 10/1-12/31/21						
67570	1	05429	3100	ADMIN.- PROFESSIONAL SERV	ET-3490878	01/21/22	01/21/22	01/21/22	4978	60.55
				SEWER READINGS RENTLS 10/1-12/31/21						
67571	1	05429	3100	ADMIN.- PROFESSIONAL SERV	49-3486640	01/21/22	01/21/22	01/21/22	4978	35.00
				SEWER READNGS COMMER. 10/1-12/31/21						
										967.05
151				BLOSENSKI DISPOSAL CO, CHARLES						
67573	1	05422	4502	R.C. SLUDGE-LAND CHESTER	182642	01/21/22	01/21/22	01/21/22	4979	191.00
				SWITCH 20 YDS WITH LINER 1/10/22						
67574	1	05422	4502	R.C. SLUDGE-LAND CHESTER	182596	01/21/22	01/21/22	01/21/22	4979	191.00
				SWITCH 20 YDS WITH LINER 1/03/22						
										382.00
197				BUCKLEY BRION MCGUIRE & MORRIS						
67577	1	05429	3140	ADMIN - LEGAL	27413	01/21/22	01/21/22	01/21/22	4980	616.89
				LEGAL SERVICE 11/23-12/16/21						
										616.89
293				COLONIAL ELECTRIC SUPPLY						
67582	1	05420	3705	ASHBRIDGE-MAINT.&REPR	14413134	01/21/22	01/21/22	01/21/22	4981	1,233.01
				CONTACTORS & MOUNTING TRACK						
67583	1	05420	3705	ASHBRIDGE-MAINT.&REPR	14393713	01/21/22	01/21/22	01/21/22	4981	241.45
				CONTACTOR						
67584	1	05420	3705	ASHBRIDGE-MAINT.&REPR	14393712	01/21/22	01/21/22	01/21/22	4981	241.45
				CONTACTOR						
67585	1	05420	3705	ASHBRIDGE-MAINT.&REPR	14393708	01/21/22	01/21/22	01/21/22	4981	241.45
				CONTACTOR						
67586	1	05420	3702	C.C. COLLEC.-MAINT.& REPR.	14415113	01/21/22	01/21/22	01/21/22	4981	268.11
				13 W LED BULBS						
										2,225.47

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3872				EAGLE TERMITE & PEST CONTROL						
	67596	1	05422 3700	R.C. STP-MAINT. & REPAIRS PEST CONTROL - NOVEMBER 2021	233118	01/21/22	01/21/22	01/21/22	4982	45.00
	67599	1	05420 3705	ASHBRIDGE-MAINT. & REPR PEST CONTROL - NOVEMBER 2021	233121	01/21/22	01/21/22	01/21/22	4982	25.00
	67600	1	05422 3701	R.C. COLLEC.-MAINT. & REPR PEST CONTROL - NOVEMBER 2021	233122	01/21/22	01/21/22	01/21/22	4982	25.00
	67601	1	05422 3701	R.C. COLLEC.-MAINT. & REPR PEST CONTROL - JANUARY 2022	234394	01/21/22	01/21/22	01/21/22	4982	25.00
	67604	1	05422 3700	R.C. STP-MAINT. & REPAIRS PEST CONTROL - JANUARY 2022	234390	01/21/22	01/21/22	01/21/22	4982	45.00
	67607	1	05420 3705	ASHBRIDGE-MAINT. & REPR PEST CONTROL - JANUARY 2022	234393	01/21/22	01/21/22	01/21/22	4982	25.00
										190.00
1876				FOLEY INC.						
	67612	1	05422 3701	R.C. COLLEC.-MAINT. & REPR EXCAVATOR, COUPLER & KLAU RENTAL 12/6-12/13/21 SEWER MAIN BOW TREE	A8732001	01/21/22	01/21/22	01/21/22	4983	3,153.00
										3,153.00
627				HIGHWAY MATERIALS INC.						
	67618	1	05422 3701	R.C. COLLEC.-MAINT. & REPR 25.99 TONS 25mm, 0.3<3 C BOWTREE SEWER MAIN REPAIR	253681	01/21/22	01/21/22	01/21/22	4984	1,177.87
	67618	2	05422 3701	R.C. COLLEC.-MAINT. & REPR 39.05 TONS 9.5mm, 0.3<3 C BOWTREE SEWER MAIN REPAIR	253681	01/21/22	01/21/22	01/21/22	4984	2,143.85
	67619	1	05422 3701	R.C. COLLEC.-MAINT. & REPR 3.17 TONS 19mm, 0.3<3 B BOWTREE SEWER MAIN REPAIR	253860	01/21/22	01/21/22	01/21/22	4984	156.16
										3,477.88
3675				NETCARRIER TELECOM INC. 67889						
	67631	1	05420 3602	C.C. COLLECTION -UTILITIES 1/1/22 - 1/31/22	763346	01/21/22	01/21/22	01/21/22	4987	54.07
										54.07
3676				NETCARRIER TELECOM INC. 67890						
	67632	1	05422 3600	R.C STP -UTILITIES 1/1/22 - 1/31/22	763347	01/21/22	01/21/22	01/21/22	4988	54.04
										54.04

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3677				NETCARRIER TELECOM INC. 67887						
	67629	1	05420 3602	C.C. COLLECTION -UTILITIES 1/1/22 - 1/31/22	763344	01/21/22	01/21/22	01/21/22	4985	54.17
										54.17
3678				NETCARRIER TELECOM INC. 67888						
	67630	1	05420 3603	ASHBRIDGE - UTILITIES 1/1/22 - 1/31/22	763345	01/21/22	01/21/22	01/21/22	4986	54.15
										54.15
3725				NETCARRIER TELECOM INC. 68255						
	67633	1	05420 3604	MILL VAL./BARKWAY UTILITIES 1/1/22 - 1/31/22	763433	01/21/22	01/21/22	01/21/22	4989	55.36
										55.36
2827				PECO - 04725-43025						
	67652	1	05420 3603	ASHBRIDGE - UTILITIES 04725-43025 12/1/21 - 1/4/22 WYLPN	010622	01/21/22	01/21/22	01/21/22	4990	518.87
										518.87
1031				PECO - 99193-01204						
	67649	1	05420 3602	C.C. COLLECTION -UTILITIES 99193-01204 11/22/21 - 12/30/21	010722	01/21/22	01/21/22	01/21/22	4991	455.16
	67649	2	05420 3604	MILL VAL./BARKWAY UTILITIES 99193-01204 11/22/21 - 12/30/21	010722	01/21/22	01/21/22	01/21/22	4991	279.30
	67649	3	05420 3600	C.C. METERS - UTILITIES 99193-01204 11/22/21 - 12/30/21	010722	01/21/22	01/21/22	01/21/22	4991	10.18
	67649	4	05422 3601	R.C. COLLEC.-UTILITIES 99193-01204 11/22/21 - 12/30/21	010722	01/21/22	01/21/22	01/21/22	4991	211.83
	67649	5	05422 3600	R.C STF -UTILITIES 99193-01204 11/22/21 - 12/30/21	010722	01/21/22	01/21/22	01/21/22	4991	9,981.90
										10,938.37
1005				PENNSYLVANIA ONE CALL SYSTEM						
	67656	2	05420 3701	C.C. INTERCEPT.-MAINT.&REP MONTHLY ACTIVITY FEE - DEC.2021	0000934761	01/21/22	01/21/22	01/21/22	4992	20.14
	67656	3	05420 3702	C.C. COLLEC.-MAINT.& REPR. MONTHLY ACTIVITY FEE - DEC.2021	0000934761	01/21/22	01/21/22	01/21/22	4992	20.15
										40.29

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4504				SUBURBAN TESTING LABS INC.						
	67665	1	05422 4500	R.C. STP-CONTRACTED SERV. RCSTP LAB TESTING NOVEMBER 2021	PI001910	01/21/22	01/21/22	01/21/22	4993	918.00
	67666	1	05422 4500	R.C. STP-CONTRACTED SERV. RCSTP LAB TESTING DECEMBER 2021	P2000031	01/21/22	01/21/22	01/21/22	4993	1,560.00
										2,478.00
2773				VERIZON - PW FIOS 0001-15						
	67670	1	05422 3601	R.C. COLLEC.-UTILITIES 12/28/21-1/27/22 FIOS - PW	7528031-122721	01/21/22	01/21/22	01/21/22	4994	111.99
										111.99
2439				VERIZON -7041						
	67672	1	05422 3601	R.C. COLLEC.-UTILITIES 1/7 - 2/6/22	6524805-010622	01/21/22	01/21/22	01/21/22	4995	231.21
										231.21
1470				WESTTOWN TOWNSHIP						
	67677	1	05429 4500	CONTR. SERV. SUMMIT HOUSE QTR.1-2022 SEWER - SUMMIT HOUSE	010722-S	01/21/22	01/21/22	01/21/22	4996	87,330.00
	67678	1	05429 4510	CONTR. SERV. CIDER KNOLL QTR.1-2022 SEWER - CIDER KNOLL	010722-C	01/21/22	01/21/22	01/21/22	4996	19,680.00
										107,010.00

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08 BOND FUNDS (CAPITAL PROJECTS)										
197				BUCKLEY BRION MCGUIRE & MORRIS						
67578	1	08459	6000	MISC TRAIL EXPENSES	27280	01/21/22	01/21/22	01/21/22	1063	7,007.21
				LEGAL SERV. 11/29-12/28/21 PAOLI PK TRAIL						
										7,007.21
										203,575.38
80 Printed, totaling										203,575.38

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	63,188.47	GENERAL FUND
05	05	132,687.81	SEWER OPERATING
06	06	691.89	REFUSE
08	08	7,007.21	BOND FUNDS (CAPITAL PROJECTS)
		<u>203,575.38</u>	

PERIOD SUMMARY

Period	Amount
2201	<u>203,575.38</u>
	<u>203,575.38</u>

Legend:

- xpenditures Register Spooling to Windows Printers
- Print those ready to UPDATE
- Ordering by vendor
- Printing for GL Period 2201
- Making a page break
- ARPO5 run by BARBARA 5 : 10 PM

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Expenditures Register
GL-2201-81972

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03 CAPITAL RESERVE FUND										
36				MYERS L.P., ALLAN A.						
67681	1	03460	7403	PAOLI PK. TRAIL - SEGMENT.C	APPLIC.#15	01/26/22	01/26/22	01/26/22	1489	34,904.06
				APPLIC.#15 PAOLI PK. TRAIL SEGMENT.C						
										34,904.06
										34,904.06
1 Printed, totaling										34,904.06

FUND SUMMARY

Fund	Bank Account	Amount	Description
03	03	34,904.06	CAPITAL RESERVE FUND
		<u>34,904.06</u>	

PERIOD SUMMARY

Period	Amount
2201	34,904.06
	<u>34,904.06</u>

Legend:

Expenditures Register Spooling to Windows Printers

Print those ready to UPDATE

Sorting by vendor

Printing for GL Period 2201

Doing a page break

MARF05 run by BARBARA 9 : 27 AM

Report Date 01/26/22

Expenditures Register
GL-2201-81977

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
04 ROAD IMPROVEMENTS										
1846				DIROCCO BROTHERS INC						
	67687	1	04439 6077	BOOT RD WIDENING	APPL.#1	01/26/22	01/26/22	01/26/22	502 p	152,139.60
				BOOT RD. CORRIDOR IMPROVEMENTS						
										152,139.60
										152,139.60
										152,139.60
										1 Prepaids, totaling 152,139.60
										0 Printed, totaling 0.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
04	04	152,139.60	ROAD IMPROVEMENTS
		<u>152,139.60</u>	

PERIOD SUMMARY

Period	Amount
2201	152,139.60
<u>152,139.60</u>	

Legend:

- Expenditures Register Spooling to Windows Printers
- Print those ready to UPDATE
- Sorting by vendor
- Printing for GL Period 2201
- Doing a page break
- MARP05 run by BARBARA 10 : 18 AM

Report Date 01/26/22

Expenditures Register
GL-2201-81984

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01 GENERAL FUND										
6	67688	1	01409 3740	ABC PAPER & CHEMICAL INC TWP. BLDG. - MAINT & REPAIRS FACIAL TISSUE, PAPER PLATES, ROLL TOWELS, WET WIPES, CLEANERS, BOWL CLIPS & TRASH BAGS	117718	01/26/22		01/26/22		611.90
										611.90
293	67691	1	01409 3745	COLONIAL ELECTRIC SUPPLY PW BUILDING - MAINT REPAIRS RAB JBARBAY-2 (6)	14409090	01/26/22		01/26/22		187.50
										187.50
3250	67692	1	01401 3210	COMCAST 8499-10-109-0107704 COMMUNICATION EXPENSE 0107704 1/23-2/22/22 P&BOOT LED	011522	01/26/22		01/26/22		118.35
										118.35
430	67693	1	01409 3600	EAST GOSHEN TWP - SEWER TWP. BLDG. - FUEL, LIGHT, WATER QTR.1-2022 TWP	010122-T	01/26/22		01/26/22		399.36
	67694	1	01409 3605	PW BLDG - FUEL,LIGHT,SEWER & WATER QTR.1-2022 PW	010122 P	01/26/22		01/26/22		287.81
										687.17
4502	67696	1	01409 3840	FERRY PLUMBING INC., DAN DISTRICT COURT EXPENSES SERVICE CALL - KITCHEN SINK	10425	01/26/22		01/26/22		175.00
										175.00
4177	67697	1	01414 3100	FITZPATRICK, GALE COURT REPORTERS ZONING HEARING BD.-APPEARANCE & TRANSCRIPT	2202	01/26/22		01/26/22		413.00
										413.00
1876	67698	1	01432 3840	FOLEY INC. SNOW - EQUIPMENT RENTAL WHEEL LOADER RENTAL 12/1-12/29/21	A8702201	01/26/22		01/26/22		5,853.00
										5,853.00

Report Date 01/26/22

Expenditures Register
GL-2201-81984

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
633	67699	1	01430 2330	HODGSON'S AUTOMOTIVE INC. VEHICLE MAINT AND REPAIR EMISSIONS INSPECT. #12	88527	01/26/22		01/26/22		32.47
										32.47
679	67700	1	01430 2330	INTERCON TRUCK EQUIPMENT VEHICLE MAINT AND REPAIR REPLACE ALUMINUM TAILGATE #2	1091766-IN	01/26/22		01/26/22		2,333.00
										2,333.00
2442	67701	1	01430 2330	RENT AUTOMOTIVE VEHICLE MAINT AND REPAIR CHAIN SAW SHARPENING KIT	9309143808	01/26/22		01/26/22		56.87
										56.87
3838	67702	1	01438 2460	KNIGHT BROS. INC. TREE REMOVAL MISC.TREE SERV.- BOOT RD. ASH TREES <i>Removed dozen trees</i>	15707	01/26/22		01/26/22		3,840.00
										3,840.00
739	67703	1	01409 3745	KNOX EQUIPMENT RENTALS INC. PW BUILDING - MAINT REPAIRS EXCAVATOR RENTAL 1/11-1/13/22 FLOOR DRAIN	90547.1.2	01/26/22		01/26/22		451.00
										451.00
1817	67709	1	01409 3740	LOWES BUSINESS ACCOUNT/GECF TWP. BLDG. - MAINT & REPAIRS PAINT, PRIMER, BURSHERS, HOOKS, CASTORS & POLYURETHANE	011722	01/26/22		01/26/22		381.39
	67709	2	01432 2500	SNOW - MAINTENANCE & REPAIRS CALCIUM CHLORIDE	011722	01/26/22		01/26/22		912.28
	67709	3	01437 2460	GENERAL EXPENSE - SHOP HEAT GUN, BITS, GORILLA GLUE & KNEE PADS	011722	01/26/22		01/26/22		155.63
										1,449.30
2913	67710	1	01430 2330	LUBRICATING & LIFTS EQUIPMENT LLC VEHICLE MAINT AND REPAIR METERD CONTROL/FLEX	18341	01/26/22		01/26/22		515.95
										515.95

Report Date 01/26/22

Expenditures Register
GL-2201-81984

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2121				SHERWIN-WILLIAMS CO.						
	67711	1	01409 3745	PW BUILDING - MAINT REPAIRS FIVE GALS. SABLEWOOD PAINT & TRIM ANNEX DOORS	3358-3	01/26/22		01/26/22		294.19
	67712	1	01409 3745	PW BUILDING - MAINT REPAIRS ONE GAL. SABLEWOOD PAINT - ANNEX DOORS	4893-9	01/26/22		01/26/22		54.32
										348.51
3120				STTC SERVICE TIRE TRUCK CTRS INC.						
	67713	1	01430 2330	VEHICLE MAINT AND REPAIR TRAILER TIRE	C28099-17	01/26/22		01/26/22		289.20
										289.20
2878				TD AMERITRADE FBO 913-022866						
	67714	1	01483 5315	PENSION - DC NON-UNIFORM JANUARY 2022	012622	01/26/22		01/26/22		18,900.00
										18,900.00
2273				VERIZON - 0527						
	67718	1	01409 3605	PW BLDG - FUEL, LIGHT, SEWER & WATER 1/15/22 - 2/14/22	7504491-011422	01/26/22		01/26/22		212.36
										212.36
2868				VERIZON-1420						
	67717	1	01409 3840	DISTRICT COURT EXPENSES 1/16/22 - 2/15/22	7504490-011522	01/26/22		01/26/22		86.36
										86.36

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05 SEWER OPERATING										
4045				ACE DISPOSAL CORPORATION						
	67689	1	05422 3701	R.C. COLLEC.-MAINT.& REPR STAND BY TIME - DECEMBER 2021	180865	01/26/22		01/26/22		137.50
										137.50
293				COLONIAL ELECTRIC SUPPLY						
	67690	1	05422 3701	R.C. COLLEC.-MAINT.& REPR BRONZE RABFFLED 18 120-277V	14417556	01/26/22		01/26/22		251.32
										251.32
1668				EXETER SUPPLY COMPANY INC						
	67695	1	05422 3702	R.C. COLLECTION-MAINT. & REP I&I PIPING, ADAPTERS & CLAMPS	370534	01/26/22		01/26/22		838.65
	67695	2	05422 3701	R.C. COLLEC.-MAINT.& REPR PIPING, ADAPTERS & CLAMPS <i>Sewer Repairs</i>	370534	01/26/22		01/26/22		838.65
										1,677.30
765				LEC - LENNI ELECTRIC CORPORATION						
	67704	1	05422 3700	R.C. STP-MAINT. & REPAIRS RCSTP - PREVENTIVE MAINTANCE	2112100	01/26/22		01/26/22		1,269.00
	67705	1	05420 3702	C.C. COLLEC.-MAINT. & REPR. PREVENTIVE MAINTANCE - BARKWAY PUMP STATION	2112103	01/26/22		01/26/22		384.00
	67706	1	05420 3705	ASHBRIDGE-MAINT.&REPR PREVENTIVE MAINTANCE - ASHBRIDGE PUMP STATION	2112101	01/26/22		01/26/22		384.00
	67707	1	05422 3701	R.C. COLLEC.-MAINT. & REPR PREVENTIVE MAINTANCE - HUNT CNTRY. PUMP STATION	2112104	01/26/22		01/26/22		384.00
	67708	1	05422 3701	R.C. COLLEC.-MAINT. & REPR PREVENTIVE MAINTANCE - HERSHEY MILL PUMP STATION	2112102	01/26/22		01/26/22		384.00
										2,805.00
1817				LOWES BUSINESS ACCOUNT/GECF						
	67709	4	05422 3700	R.C. STP-MAINT. & REPAIRS CORDS, SURGE PROTECTORS, DECK SPRAYERS & REFRIGERATOR <i>Sewer Plumb</i>	011722	01/26/22		01/26/22		1,082.57
	67709	5	05422 3701	R.C. COLLEC.-MAINT. & REPR CORDS & SURGE PROTECTORS	011722	01/26/22		01/26/22		294.15
										1,376.72

Report Date 01/26/22

Expenditures Register
GL-2201-81984

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1385				UNIVAR USA INC.						
	67715	1	05422 2440	R.C. STP- CHEMICALS 1475 GALS. ALUM. SULFATE	49795546	01/26/22		01/26/22		2,681.25
	67716	1	05422 2440	R.C. STP- CHEMICALS 1574 GALS. ALUM. SULFATE	49791703	01/26/22		01/26/22		2,382.30
										5,063.55
										47,872.33
0 Printed, totaling										47,872.33

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	36,560.94	GENERAL FUND
05	05	11,311.39	SEWER OPERATING
		47,872.33	

PERIOD SUMMARY

Period	Amount
2201	47,872.33
	47,872.33

Legend:

- Expenditures Register Spooling to Windows Printers
- Print those ready to pay
- Sorting by vendor
- Printing for GL Period 2201
- Doing a page break
- 4ARF05 run by BARBARA 3 : 07 PM

Report Date 01/26/22

Procurement Card Entries

PAGE 1

Per	Budget #	Sub#	Description	Vendr	Vendor Name	Invoice #	Inv Date	Credit	Src	Trx #	#	U
2201			CREDIT CARD PAYMENT									
	06427	4502	WEEK 1/17/22 - 1/21/22	241	C.C. SOLID WASTE AUTHORITY	62732-R	01/22/22	4,630.41	PC	81986	1	
	05422	4502	WEEK 1/17/22 - 1/21/22	241	C.C. SOLID WASTE AUTHORITY	62732-S	01/22/22	688.39	PC	81986	2	
	06427	4502	WEEK 1/3/22 - 1/6/22	241	C.C. SOLID WASTE AUTHORITY	62593-R	01/07/22	6,453.07	PC	81986	3	
	05422	4502	WEEK 1/3/22 - 1/6/22	241	C.C. SOLID WASTE AUTHORITY	62593-S	01/07/22	662.84	PC	81986	4	
	01430	2320	375.1 GALS. DIESEL	1161	REILLY & SONS INC	11694133	01/05/22	1,039.40	PC	81986	5	
	01430	2320	115.10 GALS. GASOLINE	1161	REILLY & SONS INC	11694050	01/06/22	316.41	PC	81986	6	
	01430	2320	468.30 GALS. DIESEL	1161	REILLY & SONS INC	11741141	01/10/22	1,336.06	PC	81986	7	
	01430	2320	65.60 GALS. GASOLINE	1161	REILLY & SONS INC	11741056	01/13/22	182.96	PC	81986	8	
	01430	2320	120.10 GALS. DIESEL	1161	REILLY & SONS INC	11802100	01/13/22	357.06	PC	81986	9	
	01430	2320	455.20 GALS. DIESEL	1161	REILLY & SONS INC	11798635	01/17/22	1,367.88	PC	81986	10	
	01430	2320	375.5 GALS DIESEL	1161	REILLY & SONS INC	11844664	01/24/22	1,155.41	PC	81986	11	
								18,189.89				
								18,189.89				

GENERAL LEDGER SUMMARY

GL Account #	Debit	Credit	Description
014XX-XXXX	5,755.18		GENERAL FUND Expense Account
01107-1010		5,755.18	GENERAL FUND Bank Account
054XX-XXXX	1,351.23		SEWER OPERATING Expense Account
05100-1005		1,351.23	SEWER OPERATING Bank Account
064XX-XXXX	11,083.48		REFUSE Expense Account
06100-1005		11,083.48	REFUSE Bank Account

Legend:

Procurement Card Entries Spooling to Windows Printers

Printing for GL Period 2201

Printing for Status N

Creating a CSV Spreadsheet file.

MARP17 run by BARBARA 3 : 49 PM

Report Date 01/27/22

Procurement Card Entries

PAGE 1

Per	Budget #	Sub#	Description	Vendr	Vendor Name	Invoice #	Inv Date	Credit	Src	Trx #	#
2201			CREDIT CARD PAYMENT								
	06427	4500	RESIDENTIAL PICK-UP - JANUARY 2022	2762	AJB A.J. BLOSENSKI INC.	21108300	01/01/22	76,049.84	PC	81992	1
								76,049.84			
								76,049.84			

GENERAL LEDGER SUMMARY

GL Account #	Debit	Credit	Description
064XX-XXXX	76,049.84		REFUSE Expense Account
06100-1005		76,049.84	REFUSE Bank Account

Legend:

- Procurement Card Entries Spooling to Windows Printers
- Printing for GL Period 2201
- Printing for Status N
- Creating a CSV Spreadsheet file.
- MRP17 run by BARBARA 9 : 18 AM

David Ware

From: David Ware
Sent: Wednesday, January 26, 2022 1:31 PM
To: Derek Davis
Subject: Portnoff for 2/1/2022
Attachments: Portnoff Info for Feb1.pdf

Derek,

Here is what I'd put into the agenda.

And let them know that there is a sample 1st notice, sample 2nd notice, the contract, and a proposed ordinance.

Kevin Buraks, Esquire will be attending to answer any supervisor or public questions.

Dave Ware
Director of Finance/Treasurer
East Goshen Township
dware@eastgoshen.org
610-692-7171
610-314-3100 (cell)

Portnoff Law Associates, Ltd.
PO Box 3020
Norristown, PA 19406-03020
(866) 211-9466
www.portnoffonline.com

To: Joe Property Owner
123 Fake Street
Norristown, PA 19406

Reference: 00-00000-0
Document ID: T6_c0

Portnoff Law Associates, Ltd. is a debt collector. We are trying to collect a debt that you owe to Model School District. We will use any information you give us to help collect the debt.

Our information shows:

There are real estate taxes for the year 2021 on property located at 123 Fake Street, King of Prussia, PA 19406, Property Identification Number 00-000-000-000-0000 with account number: There is no account number.

As of July 1, 2021, the amount owed was:	\$	816.07
Between July 1, 2021 and today:		
You were charged this amount in interest:	+\$	0.00
You were charged this amount in fees:	+\$	0.00
You were charged this much in penalty:	+\$	81.61
You were charged this much for county commission:	+\$	44.88
You paid or were credited this amount toward the debt:	-\$	0.00
Total amount of the debt now:	\$	942.56

Notice: see reverse side for important information

How can you dispute the debt?

- Call or write to us by December 19, 2021 to dispute all or part of the debt. If you do not, we will assume that our information is correct.
- If you write to us by December 19, 2021, we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents.

What else can you do?

- Write to ask for the name and address of the original creditor, if different from the current creditor. If you write by December 19, 2021, we must stop collection until we send you that information. You may use the form below or write to us without the form.

Mail this form to:

Portnoff Law Associates, Ltd.
PO Box 3020
Norristown, PA 19406

Joe Property Owner
123 Fake Street
Norristown, PA 19406

How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:
 - This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.
- I enclosed this amount: \$

Make your payment payable to *Portnoff Law Associates, Ltd.*

Include the reference number 00-00000-0.

If it is necessary to proceed with legal action with respect to this delinquent account, the current balance due may increase as the result of the addition of attorney fees, interest, or costs.



PORTNOFF
LAW ASSOCIATES, LTD.

2700 Horizon Drive, Suite 100
King of Prussia, PA 19406
www.portnoffonline.com
P 866.211.9466

Notice of unpaid real estate taxes for the year 2019

TO: John Smith

Date:	November 29, 2021
Property Address:	123 Fake Street Anytown, PA 19001
Tax Parcel Number:	ZZZ

Face	\$556.16
Penalty	\$55.62
Notice Expense	\$40.00 + Postage
Balance Due as of November 29, 2021	\$657.64

[CLIENT] has hired Portnoff Law Associates, Ltd. (PLA) to collect this debt and prepare and provide this notice to you.

Please read the Contact and Payment Information and Options on page 3, which advises you of important information for responding to this notice, as well as additional information concerning your rights on page 4.

If within thirty (30) days of your receipt of this letter, you do not: (i) pay the above balance in full or (ii) notify PLA or have your bankruptcy attorney notify PLA of your open bankruptcy case, legal proceedings will be instituted and, pursuant to an ordinance of [CLIENT], the costs of collection, including reasonable attorney fees, will be assessed and added to the amount due pursuant to the fee schedule set forth on the reverse side of this letter. You can also avoid the imposition of attorney fees by entering into a payment plan within thirty (30) days of your receipt of this letter.

See page 3 for information concerning payment plans and the hardship program.

Fee Schedule

ACTION	COLLECTION FEES
Prepare and Provide Notice Pursuant to 53 PS § 7106	\$40.00 per notice, plus applicable postage
Validation Notice	\$25.00
Handling fee for returned check	\$25.00
Bookkeeping fee for payment plan of 3 months or less	\$25.00
Bookkeeping fee for payment plan of more than 3 months	\$50.00

ACTION	ATTORNEY FEES
Initial review and sending first demand letter	\$175.00
File lien and prepare satisfaction	\$250.00
Prepare Writ of Scire Facias	\$250.00
Prepare and mail letter under Pa. R.C.P. §237.1	\$50.00
Prepare Default Judgment	\$175.00
Research, prepare and obtain re-issued Writ	\$175.00
Prepare Praecipe to Amend	\$100.00
Prepare Motion to Amend	\$150.00
Present Motion to Amend	\$50.00
Obtain vehicle identification number (VIN) for mobile home	\$100.00
Prepare Motion for Alternate Service	\$250.00
Present Motion for Alternate Service	\$50.00
Prepare Motion to Consolidate Claims	\$250.00
Present Motion to Consolidate Claims	\$50.00
Prepare Motion to Add United States as Defendant	\$175.00
Present Motion to Add United States as Defendant	\$50.00
Prepare Writ of Execution	\$800.00
Attendance at sale; review schedule of distribution and resolve distribution issues	\$400.00
Prepare Motion to Continue sheriff sale	\$50.00
Present Motion to Continue sheriff sale	\$50.00
Prepare Petition for Free and Clear Sale	\$400.00
Present Petition for Free and Clear Sale	\$50.00
Services not covered above	At an hourly rate between \$75.00-\$275.00 per hour

There may also be added to a delinquent account the costs, expenses and fees incurred in collection such as, but not limited to, postage, title searches, court fees and sheriff fees. Additionally, should a lien be filed, interest in accordance with 53 P.S. § 7143 of the Municipal Claims and Tax Liens Act will begin to accrue on the date of the filing of the lien and will continue to accrue on a daily basis, increasing the amount of the balance due.

The collection fees and the attorney fees listed above will be assessed only if the corresponding action is performed. If legal proceedings had begun prior to the mailing of this letter, one or more of the actions listed above may have been performed and the corresponding fee(s) may have been assessed prior to the date of this letter.

[CLIENT]

Contact and Payment Information and Options for Portnoff Law Associates, Ltd. (PLA)

Reference Information:	The following information should be referenced when contacting PLA:		
	Property Address		
	123 Fake Street, Anytown, Pennsylvania 19001		
	Property County	Tax Parcel Number	File Number
	Bucks County	ZZZ	89-12345-0
Website:	www.portnoffonline.com You can look up your outstanding balance and print out a receipt of payment on PLA's website. To access, look for the "Balance Inquiry" link.		
Telephone:	(484) 690-9300 or 866-211-9466 (toll free) 8:00 a.m.-5:00 p.m., Monday-Friday, Se habla español		
Mail:	Portnoff Law Associates, Ltd. PO Box 3020 Norristown, PA 19404-3020	Please include your PLA File Number (89-12345-0) with your payment.	

Payment

By Mail:	Checks and Money Orders accepted via mail and may be made payable to:	Portnoff Law Associates, Ltd. PO Box 3020 Norristown, PA 19404-3020
Other options:	You can make an electronic payment or explore other payment options on PLA's website at any time at www.portnoffonline.com on the "Make Payment" page.	

Payment Plan

	Generally payment plans are not available for claims of this amount. Please see information on our hardship program below, however. If you are currently on a payment plan with PLA for other delinquencies, please note that the delinquency which is the subject of this letter is not included in that payment plan.
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Hardship Program

Eligibility:	Owner-occupants experiencing financial difficulties are eligible for our hardship program.
Application:	Hardship applications are available online at PLA's website or you can request an application from PLA by telephone.

P.O. Box 351
Norristown, PA 19404

USPS CERTIFIED MAIL

John Smith
123 Fake Street
Anytown, PA 19001

NOTICE

If you are unable to make payment pursuant to the terms set forth on page 3 due to financial hardship as a result of the COVID-19 pandemic or otherwise, please call Portnoff Law Associates, Ltd. (PLA) at (866) 211-9466 Monday-Friday between 8:00am-5:00pm to discuss your situation and potential options. We recognize that many people are newly experiencing financial difficulties and reassure you that we are willing to work with you to get this resolved.

If you currently are in bankruptcy, you may be entitled to certain protections pursuant to the bankruptcy laws. Please contact PLA, or if you are represented by counsel, have your bankruptcy attorney contact PLA, with your bankruptcy case number. If you previously filed for bankruptcy and received a discharge of your personal debts from the bankruptcy court, please be advised that any collection efforts PLA is pursuing on behalf of [CLIENT] are in rem, meaning that they are against the real property. In rem collection is not precluded by your discharge.

This letter applies only to the property and delinquency shown on page 1 of this notice. There may be other outstanding taxes and/or municipal claims due for this property or other properties that you own, including taxes and municipal claims that are not being collected by PLA. Kindly contact PLA for the current balance due on all other delinquencies being collected by PLA.

Portnoff Law Associates, Ltd. (PLA) is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

**AGREEMENT FOR COLLECTION OF
DELINQUENT MUNICIPAL CLAIMS ON BEHALF OF
EAST GOSHEN TOWNSHIP**

East Goshen Township (“Township”) and Portnoff Law Associates, Ltd. (“Portnoff”) hereby enter into this Agreement for Collection of Delinquent Municipal Claims on Behalf of Township (the “Agreement”), pursuant to the following terms and conditions:

1. **Retention.** Township hereby retains Portnoff to collect its delinquent sewer and refuse fee accounts for *in rem* collection pursuant to the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, *et seq.*, as amended (the “MCTLA”). All sewer and refuse fee accounts that have been declared delinquent by Township prior to the term of this Agreement and all sewer and refuse fee accounts that become delinquent during the term of this Agreement shall be forwarded to Portnoff as Township’s exclusive collection agent. Township must pay to Portnoff a one-time set up fee of \$2,000 unless it places at least 50 delinquent accounts at the initial placement. Portnoff shall have the discretion to refuse to accept or return any account. All accounts that have been or will be placed with Portnoff for collection shall hereinafter be referred to individually as an “Account,” or collectively as the “Accounts.” During the term of this Agreement, Portnoff shall have the exclusive right to collect the Accounts until the Accounts are paid in full, as defined in Section 9(a) below. Portnoff shall not be responsible under this Agreement to: (i) collect claims in assumpsit; or (ii) defend challenges to Township’s ability to collect the underlying sewer fee or refuse fee.

2. **Term.** The initial term of this Agreement shall expire on December 31, 2024, subject to Section 15 below. This Agreement shall be renewed automatically under the same terms and conditions for additional two-year terms, unless either party provides written notice of termination to the other no later than ninety (90) days prior to the expiration of any current term.

3. **Obligations of Portnoff.** Portnoff agrees, on behalf of Township, to:

- (a) undertake the *in rem* collection of the Accounts in accordance with the MCTLA;
- (b) respond in a timely manner to all requests and inquiries by Township for information concerning any Account;
- (c) collect, account for, and pay over to Township, the Accounts collected pursuant to this Agreement, less any attorney fees and other charges, expenses and fees payable to Portnoff; and
- (d) provide financial information to auditors working on behalf of Township with respect to routine annual audits, at no additional charge to Township.

4. **Obligations of Township.** Township agrees, as a condition precedent to Portnoff's obligations hereunder, to:

- (a) provide Portnoff with the following information as to each delinquent Account in electronic format: (i) name of property owner(s), (ii) property address, (iii) billing address, (iv) tax parcel number, (v) vehicle identification number (VIN) for mobile homes, (vi) assessed value of the property, (vii) docket numbers and copies of any liens, judgments or open litigation filed against the parcel by Township, (viii) the amount of the delinquency, including an itemized and detailed breakdown of the dates and amounts of the following figures comprising the balance: principal, penalty, interest, finance charges, administrative fees, legal fees, costs, and any other individual charges, and (ix) an itemized and detailed breakdown of the dates and amounts of any payments or credits applied to the Account;
- (b) enact and maintain any and all ordinances required to: (i) authorize the entry into this Agreement by Township; (ii) authorize Portnoff's attorneys to sign and file liens on behalf of Township; and (iii) authorize the imposition upon the delinquent property owner(s) of all attorney fees, unreimbursed costs, and other charges, expenses and fees charged or incurred by Portnoff (collectively, "Portnoff's Fees and Costs"), and all attorney fees, unreimbursed costs, and other charges, expenses and fees charged or incurred by any attorney(s) retained by Portnoff (collectively, "Outside Attorneys' Fees and Costs"), in connection with any Account;
- (c) provide Portnoff with cooperation and candor at all times, and respond in a timely manner to all requests and inquiries Portnoff may have with regard to an Account or other matter related to this Agreement;
- (d) adopt a policy whereby requests for hardship exemptions can be properly evaluated, and Portnoff will assist, upon request, in the establishment and administration of such a policy without additional charge;
- (e) forward to Portnoff, in a timely manner, all legal notices received by Township relating to any Account, property or property owner against which Portnoff is collecting delinquent municipal claims, including, but not limited to, all bankruptcy notices and notices of sale; and
- (f) with respect to any claim commenced by or against Township that in any way relates to the collection of delinquent municipal claims or any Account: (i) inform Portnoff, in a timely manner, of such claim; (ii) keep Portnoff advised, in a timely manner, of any developments that arise; (iii) allow Portnoff to have meaningful involvement in Township's prosecution or defense of the claim; and (iv) allow Portnoff to intervene as a party in any litigation.

The failure of Township to fully comply with any of its obligations in Sections 4(a) through 4(f) above shall constitute grounds to terminate this Agreement. In the event that Township is unable to provide Portnoff with the information required in Section 4(a) in electronic format, Township may hire Portnoff to convert the data into electronic format at an hourly rate of \$60.00. In the event that the data provided contains errors or is not calculated or recorded in a manner that will allow Portnoff, in its discretion, to proceed with collection, Township may hire Portnoff to reconcile the records at an hourly rate of \$100.00. In either instance, Portnoff will not proceed without express approval from Township.

5. Bankruptcy of Property Owner. In the event that Portnoff receives notice of a property owner's bankruptcy filing at least thirty (30) days prior to the deadline for filing proofs of claim in a Chapter 13 bankruptcy case, Portnoff will file a proof of claim on behalf of Township for all pre-petition Accounts that have been placed with Portnoff for collection. Unless Township enters into a separate agreement with Portnoff to represent Township in the property owner's bankruptcy case, Portnoff will cease its collection efforts on all Accounts for the bankrupt property owner while the bankruptcy case is open, and will resume collections after the case is closed.

6. Mobile Homes and Trailers. As set forth in Section 4(a) above, Township shall provide Portnoff with the vehicle identification number (VIN) for each mobile home and trailer associated with an Account. Portnoff shall not be obligated to proceed with collection on any Account where the mobile home or trailer is taxed separately from the real estate.

7. Consideration. In consideration of Portnoff's performance of its obligations under this Agreement, Township hereby agrees to incur the attorney fees and other charges, expenses and fees in the amounts set forth in Exhibit "A" hereto, or as amended by future ordinance of Township, which amounts Township acknowledges are fair and reasonable, and to reimburse Portnoff for any cost or expense incurred by Portnoff in the performance of its obligations under this Agreement, subject to Section 9 below. Township agrees that Portnoff's Fees and Costs and Outside Attorneys' Fees and Costs, in connection with any Account, shall be part of the lien on the real property subject to the Account, and shall remain part of the lien until satisfied by payment in full.

8. Outside Attorneys. Portnoff shall be permitted, at its discretion, to hire outside attorneys to assist Portnoff in the collection of the Accounts under this Agreement. The fees of such outside attorneys shall not exceed the amounts referenced in Exhibit "A" hereto, or as amended by future ordinance of Township.

9. Payment and Reimbursement of Portnoff's Charges, Expenses and Fees. Except as set forth in this Section 9 and Sections 10 and 15 below, Portnoff shall attempt to collect Portnoff's Fees and Costs and Outside Attorneys' Fees and Costs directly from the delinquent property owner(s), pursuant to the MCTLA. Portnoff will not pursue payment of Portnoff's Fees and Costs or Outside Attorneys' Fees and Costs directly from Township, unless:

- (a) Township suspends collection on any Account prior to payment in full for non-economic reasons. The failure to approve Portnoff's request to list any real property for sheriff's sale shall be deemed a suspension of collection.

Township shall not incur any liability to Portnoff for suspending collection on any Account prior to payment in full if Portnoff agrees that suspension is warranted. An Account shall not be considered to be "paid in full" unless all of Portnoff's Fees and Costs and all of Outside Attorneys' Fees and Costs, in connection with any Account, are paid in full; or

- (b) collection of any Account is discontinued, dismissed or delayed due to an error on the part of Township; or
- (c) Township sells, assigns or transfers any Account to any person(s), entity or entities, other than Portnoff; or
- (d) this Agreement is terminated and Township instructs Portnoff to cease collection of any Account; or
- (e) this Agreement is terminated by Portnoff pursuant to Section 4 above.

In the event of the occurrence of any of the actions set forth in Sections 9(a) through 9(e) above, Township immediately shall pay to Portnoff all outstanding Portnoff's Fees and Costs and all outstanding Outside Attorneys' Fees and Costs, in connection with any Account.

In the event that any payment or partial payment on any Account is made directly to Township, or should Township be obligated to make any payment to Portnoff under this Agreement, Township shall immediately tender said payment to Portnoff. Should Township fail to tender to Portnoff any payment owed to Portnoff within ninety (90) days of Portnoff's request therefor, Township agrees that Portnoff shall be permitted to withhold the amount of said payment from Township's remittances.

10. Notice of Delinquent Claim and Fee Shifting. On behalf of Township, Portnoff shall provide property owners with notice of the delinquent claim and fee shifting required under Section 7106 of the MCTLA. Township shall pay to Portnoff a one-time charge of \$40.00, plus applicable postage, per Account, to partially cover the costs associated with: (i) setting up a computerized file and data base for the Account; (ii) providing the initial notice of delinquent claim and fee shifting; (iii) communicating with property owners and establishing and monitoring hardship plans and payment plans; and (iv) accounting to Township for any monies received in response to the initial notice. Township shall adopt an ordinance that authorizes charging the above amounts to the delinquent property owner, and upon collection, Township shall be reimbursed for the one-time charge listed above. If Portnoff learns of new or additional owners during the course of collection, Portnoff shall send a notice of delinquent claim and fee shifting to each new or additional owner and may charge the Account \$40.00 per additional notice sent, plus applicable postage.

11. Application of Payments Received by Portnoff. Amounts recovered by Portnoff or Township pursuant to this Agreement will be applied to the Accounts in the following order of priority: (i) reimbursement of costs and expenses incurred by Portnoff or any attorney(s) retained by Portnoff; (ii) attorney fees and other charges, expenses and fees charged by Portnoff or any attorney(s) retained by Portnoff; and (iii) amounts payable to Township, including the face amount

of the municipal claim, the penalty, reimbursement of amounts paid by Township under Section 10 above, and interest. Township hereby authorizes Portnoff to waive, on behalf of Township, interest due by any property owner to Township so long as Portnoff believes in its discretion that such amount is *de minimis* or that the cost or burden of continuing collection of such interest outweighs the benefit of continuing collection.

12. Remittance by Portnoff. Portnoff will remit funds collected no less frequently than once per month, and weekly when the collected funds exceed \$1,000. Remittance will be made directly to Township's designated account via an automated clearing house (ACH) transfer.

13. Reporting by Portnoff. For each remittance, Portnoff will send Township a detailed accounting in an easy-to-read format via email. In the event that Township requires additional accounting information, record organization or custom financial reporting, Township shall be charged at an hourly rate of \$60.00 for this service, with a minimum charge of \$25.00 per request.

14. Payoff Information. Portnoff shall provide payoff information in response to requests made by third parties, including, but not limited to, mortgage companies and title insurance companies. In consideration of providing payoff information, Portnoff shall be permitted to charge the requestor a fee of \$25.00 per parcel. This Section 14 does not apply to requests made under the Pennsylvania Right-to-Know Law, 65 P.S. § 67.101, *et seq.*

15. Rights on Termination. Upon termination of this Agreement, Portnoff shall have the exclusive option to continue to act, pursuant to the terms and conditions of this Agreement, as the exclusive collector of all Accounts that have not been paid in full, as defined in Section 9(a) above. In the event that this Agreement is terminated by either Township or Portnoff, and Portnoff ceases to act as the exclusive collector of any Account, Township:

- (a) shall immediately execute and deliver any documents that are necessary to allow Portnoff to formally withdraw its appearance in any and all pending litigation;
- (b) shall immediately pay to Portnoff all unreimbursed costs and expenses incurred by Portnoff or incurred by any attorney(s) retained by Portnoff, in connection with any Account;
- (c) agrees that Portnoff shall be entitled to retaining and charging liens on the Accounts, collections, recoveries, municipal claims and client papers of Township to secure the payment of Portnoff's Fees and Costs and Outside Attorneys' Fees and Costs, in connection with any Account; and
- (d) agrees that Portnoff's Fees and Costs and Outside Attorneys' Fees and Costs, in connection with any Account, shall be part of the lien on the real property subject to the Account, and shall remain part of the lien until satisfied by payment in full.

In the event that Township terminates this Agreement and requests the return of any Account to Township, or the transfer of any Account to any person(s), entity or entities other than Portnoff, in addition to the rights listed in Sections 15(a) through 15(d) above, Township also shall

immediately pay to Portnoff all of Portnoff's Fees and Costs and all of Outside Attorneys' Fees and Costs, in connection with any such Account.

16. Indemnity and Liability. Portnoff shall indemnify and hold harmless Township from and against any and all errors or omissions of Portnoff in the collection of the Accounts. Township shall indemnify and hold harmless Portnoff from and against any and all losses, damages, claims, judgments, and costs of defense, including attorney fees, arising from any and all acts or omissions of Township in connection with the property owner(s) or the collection of the Accounts, including, but not limited to, the placement for collection with Portnoff of an Account that is determined to be unauthorized by law in whole or in part, or the providing of incorrect, inaccurate or incomplete information by Township, or the failure of Township to provide information to Portnoff, or the failure of Township to fulfill any of its obligations under this Agreement.

In the event that Portnoff must refund any fees or costs paid by a property owner as a result of a claim that Township's sewer fees or refuse fees, in whole or in part, are not authorized by law or are deemed too high, Township will pay directly to the property owner the amount that Portnoff is required to refund and will immediately pay to Portnoff all unpaid fees and costs incurred by Portnoff in connection with all such Accounts that are not authorized by law or are deemed too high.

17. Conflict of Interest Waiver. There may be situations where Portnoff represents more than one municipal creditor holding liens on a given property. To the extent that the property is sold at a sheriff's sale free and clear of liens and encumbrances, a potential conflict of interest could arise, given that the sale may divest all or part of the claims of one or more clients. Because distribution of the sale proceeds is made by the sheriff's office in accordance with established law, Portnoff does not believe that representing multiple municipalities will impede Portnoff's ability to fairly and effectively represent each client. Township confirms that it is aware of this issue and agrees to waive any potential conflict of interest that may arise.

18. Arbitration. Township and Portnoff agree that any dispute arising out of, or relating to, this Agreement, or the subject matter thereof, whether sounding in tort, contract or otherwise, shall be submitted to binding arbitration, to be conducted by a single arbitrator agreed to by Township and Portnoff in accordance with the rules of the American Arbitration Association, in lieu of any judicial determination of the dispute. In the event the parties are unable to agree upon an arbitrator, either party may petition the Court of Common Pleas of Chester County for the appointment of an independent arbitrator. Both parties waive the right to bring judicial proceedings in connection with any dispute arising under or relating to this Agreement, including the right to a trial by jury.

19. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

20. Assignment. Neither Township nor Portnoff shall assign this Agreement, or any part of this Agreement, without the prior written consent of both Township and Portnoff.

21. Modification. No term of this Agreement may be changed or modified without the

written consent of both Township and Portnoff.

22. Severability and Waiver. In the event that any portion of this Agreement is declared invalid by legislation, or order, decree or judgment of a court, this Agreement shall be construed as if such portion had not been inserted herein, and the remainder of the Agreement shall be enforced with the invalid term omitted. The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future enforcement of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

23. Headings. The headings used in the sections, paragraphs and clauses of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

24. Effective Date. This Agreement shall become binding and effective upon the execution of this Agreement by both Township and Portnoff, provided, however, that Portnoff's obligation to perform under this Agreement shall not begin until Portnoff has accepted as satisfactory Township's delinquent account data. By executing this Agreement, Township warrants that it has the legal authority to enter into this Agreement.

25. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto concerning the subject matter set forth herein and supersedes all prior or contemporaneous oral and/or written agreements and representations not contained herein concerning the subject matter of this Agreement. The parties acknowledge that they have had the opportunity to have this Agreement reviewed by counsel of their own choosing and to negotiate the terms hereof, and that no party is deemed the drafter of this Agreement.

EAST GOSHEN TOWNSHIP

Dated: _____

By: _____

Name:

Title:

Dated: _____

Attest: _____

Name:

Title:

PORTNOFF LAW ASSOCIATES, LTD.

Dated: _____

By: _____

Michelle R. Portnoff, Esquire

Title: President

EXHIBIT "A"

Legal Fees

Initial review and sending first legal demand letter	\$175.00
File Lien and prepare Satisfaction	\$250.00
Prepare Writ of Scire Facias	\$250.00
Prepare and mail letter under Pa. R.C.P. 237.1	\$ 50.00
Prepare Default Judgment	\$175.00
Research, prepare and obtain Re-issued Writ	\$175.00
Prepare Praecipe to Amend	\$100.00
Prepare Motion to Amend	\$150.00
Present Motion to Amend	\$ 50.00
Obtain vehicle identification number (VIN) for mobile home	\$100.00
Prepare Motion for Alternate Service	\$250.00
Present Motion for Alternate Service	\$ 50.00
Prepare Motion to Consolidate Claims	\$250.00
Present Motion to Consolidate Claims	\$ 50.00
Prepare Motion to Add United States as Defendant	\$175.00
Present Motion to Add United States as Defendant	\$ 50.00
Prepare Writ of Execution	\$800.00
Attendance at sale; review schedule of distribution and resolve distribution issues	\$400.00
Prepare Motion to Continue Sheriff Sale	\$ 50.00
Present Motion to Continue Sheriff Sale	\$ 50.00
Prepare Petition for Free and Clear Sale	\$400.00
Present Petition for Free and Clear Sale	\$ 50.00
Services not covered above	At an hourly rate between \$75-\$275 per hour

Collection Fees/Payoff Fee

Notice of delinquent claim and fee shifting	\$ 40.00 per notice, plus applicable postage
Validation notice	\$ 25.00 per notice
Bookkeeping fee for payment plan of 3 months or less	\$ 25.00
Bookkeeping fee for payment plan of more than 3 months	\$ 50.00
Handling fee for returned check	\$ 25.00
Providing guaranteed payoff to third parties	\$ 25.00

EAST GOSHEN TOWNSHIP

Ordinance No. _____

**ORDINANCE APPROVING COLLECTION PROCEDURES,
APPOINTMENT OF SOLICITOR, INTEREST ASSESSMENT,
CREDIT CARD AND DEBIT CARD CHARGES, AND FEES
AND COSTS TO BE ADDED TO THE AMOUNT
COLLECTED AS PART OF UNPAID MUNICIPAL CLAIMS
FOR DELINQUENT ACCOUNTS**

WHEREAS, to be fair to all property owners and other residents of East Goshen Township (the "Township"), it is necessary for the Township to recover promptly unpaid, delinquent sewer and refuse fee accounts (collectively, the "Unpaid Claims"), if necessary, by legal proceedings; and

WHEREAS, the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, *et seq.*, as amended (the "Act"), authorizes the addition of attorney fees, charges, costs, expenses, commissions and fees to the total payable with respect to the Unpaid Claims, but only if the municipality involved has approved by ordinance a schedule of such fees; and

WHEREAS, the Township has determined that it is in the best interest of all property owners and other residents to have vigorous enforcement of all Unpaid Claims and other unpaid charges, utilizing the procedures set forth in the Act, except in cases of serious hardship, which the Township will address on a case-by-case basis pursuant to uniform policies; and

WHEREAS, the Township has reviewed the subject of interest and attorney fees for collection matters, and has determined that the fees set forth in this Ordinance are reasonable in amount for the services herein described.

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED BY THE TOWNSHIP AS FOLLOWS:

1. **Fees to be Added to the Unpaid Claims.** The Township hereby approves the following fee schedule for the collection of the Unpaid Claims, which fees shall be added to the Unpaid Claims:

(a) Legal Fees.

Initial review and sending first legal demand letter	\$175.00
File Lien and prepare Satisfaction	\$250.00
Prepare Writ of Scire Facias	\$250.00

Prepare and mail letter under Pa. R.C.P. 237.1	\$ 50.00
Prepare Default Judgment	\$175.00
Research, prepare and obtain Re-issued Writ	\$175.00
Prepare Praecipe to Amend	\$100.00
Prepare Motion to Amend	\$150.00
Present Motion to Amend	\$ 50.00
Obtain vehicle identification number (VIN) for mobile home	\$100.00
Prepare Motion for Alternate Service	\$250.00
Present Motion for Alternate Service	\$ 50.00
Prepare Motion to Consolidate Claims	\$250.00
Present Motion to Consolidate Claims	\$ 50.00
Prepare Motion to Add United States as Defendant	\$175.00
Present Motion to Add United States as Defendant	\$ 50.00
Prepare Writ of Execution	\$800.00
Attendance at sale; review schedule of distribution and resolve distribution issues	\$400.00
Prepare Motion to Continue Sheriff Sale	\$ 50.00
Present Motion to Continue Sheriff Sale	\$ 50.00
Prepare Petition for Free and Clear Sale	\$400.00
Present Petition for Free and Clear Sale	\$ 50.00
Services not covered above	At an hourly rate between \$75.00-\$275.00 per hour

(b) Collection Fees.

Notice of delinquent claim and fee shifting	\$ 40.00 per notice, plus applicable postage
Validation Notice	\$ 25.00 per notice
Bookkeeping fee for payment plan of 3 months or less	\$ 25.00
Bookkeeping fee for payment plan of more than 3 months	\$ 50.00
Handling fee for returned check	\$ 25.00

2. Costs to be Added to the Unpaid Claims. In addition to the fees set forth in Section 1 above, the reasonable and necessary out-of-pocket charges, costs, expenses, commissions and fees incurred in the collection of the Unpaid Claims, including, but not limited to, postage, title searches, VIN searches, prothonotary fees and charges, and sheriff fees and charges, shall be added to the Unpaid Claims.

3. Credit Card and Debit Card Charges. The Township authorizes any attorney or private collector collecting the Unpaid Claims to accept payment of the Unpaid Claims by credit card or debit card. When payment is made by credit card or debit card, any fees charged by the credit card company, debit card company, credit card servicing agent, or debit card servicing agent shall be charged immediately to the credit card or debit card used to make payment. This applies to credit card or debit card payments made by mail, telephone, over the internet, or in person.

4. Interest. Interest will be assessed upon the Unpaid Claims at a rate of 10% per annum and added to the Unpaid Claims.

5. Collection Procedures. The following collection procedures are hereby established in accordance with the Act:

(a) At least thirty (30) days prior to assessing or imposing attorney fees in connection with the collection of an Unpaid Claim account, the Township or its designee shall mail or cause to be mailed, by certified mail, return receipt requested, a notice of such intention to the property owner or other entity liable for the account (collectively, the "Property Owner").

(b) If the certified mail notice is undelivered, then, at least ten (10) days prior to assessing or imposing such attorney fees, the Township or its designee shall mail or cause to be mailed, by first class mail, a second notice to the Property Owner.

(c) All notices required by this Ordinance shall be mailed to the Property Owner's last known post office address as recorded in the records or other information of the Township or such other address obtained by the Township from the county tax assessment office.

(d) Each notice as described above shall include the following:

(i) The type of municipal claim or other charge, the year that it became due and the amount owed, including penalty and interest;

(ii) A statement of the Township's intent to impose or assess attorney fees no earlier than thirty (30) days after receipt of the first notice, or no earlier than ten (10) days after receipt of the second notice;

(iii) The manner in which the imposition or assessment of attorney fees may be avoided by payment of the account; and

(iv) The place of payment for accounts and the name and telephone number of the Township's representative designated as responsible for collection matters.

6. Related Action. The proper officials of the Township are hereby authorized and empowered to take such additional action as they may deem necessary or appropriate to implement this Ordinance.

7. Appointment of Solicitor. The Township appoints Michelle R. Portnoff, Esquire, as Solicitor for the limited purpose of collecting the Unpaid Claims and hereby authorizes her, and all attorneys employed by Portnoff Law Associates, Ltd., to sign any and all documents, including municipal claims and liens, on behalf of the Township.

DULY ORDAINED AND ENACTED BY EAST GOSHEN TOWNSHIP ON
_____, 2022.

EAST GOSHEN TOWNSHIP

[Township Seal]

Attest:

Secretary

EGT - Trails & Open Spaces

Objective: After the initial East Goshen Township general resident survey, some topics received a mixed level of importance and performance. A follow-up survey was designed to provide the Board of Supervisors with additional feedback from our residents covering: - amenities for the central part of the Township along Paoli Pike between CVS and Wawa -feeder trails from neighborhoods -future open space and willingness to fund these areas

Sample size: Target N=20000; Maximum N=20000

Legend

Blue = coding instructions

Green = reader notes

Red = termination logic

Introduction

Thank you for taking the time to provide feedback and input on your Township.

All answers will be kept anonymous and used in aggregate strictly for East Goshen Township leadership planning purposes.

The questions contained in this survey are meant to provide input for long range planning purposes. None of the projects covered are currently budgeted or funded. Any initiatives the Board of Supervisors deem beneficial to goals for the Township shall go through the normal budgetary processes with opportunities for public input before any funding is allocated.

This survey can be taken by any member of a household in East Goshen township that is 18 years or older.

If you have any issues taking or completing this survey, please email futurists@eastgoshen.org

If you need paper copies of the survey, they can be picked up at the East Goshen Township office.

If you need assistance taking the survey for accessibility reasons, please call (484) 402-6611 and someone can read you the survey and record your responses. Please leave a message and a good time to call back if the call is not answered.

Your data will not be sold or used in any other way.

Screening questions

First, please answer a few demographic questions. *These questions are asked solely to ensure the data gathered in this survey are representative of the population of East Goshen (by comparing to census data in aggregated form).*

1. How old are you?

Multiple choice | Required | Vertical | Single-select

- a) Under 18 **[TERMINATE]**
- b) 18 to 24
- c) 25 to 34
- d) 35 to 44
- e) 45 to 54
- f) 55 to 64
- g) 65+

2. What is your household income (before taxes)? Please include income from all sources

Multiple choice | Required | Vertical | Single-select

- a) Less than \$25,000
- b) \$25,000 - \$49,999
- c) \$50,000 - \$74,999
- d) \$75,000 - \$99,999
- e) \$100,000 - \$149,999
- f) \$150,000 - \$199,999
- g) \$200,000 and above
- h) Prefer not to answer

3. What is your race or ethnic background?

Multiple choice | Required | Vertical | Single-select

- a) Black or African American
- b) Asian or Asian American
- c) White or Caucasian
- d) American Indian, Alaska Native, Native Hawaiian or other Pacific Islander
- e) Other (please specify) [\[text input\]](#)
- f) Prefer not to answer

4. Are you of Hispanic or Latino origin?

Multiple choice | Required | Vertical | Single-select

- a) Yes
- b) No

c) Prefer not to answer

5. What area of East Goshen Township do you live in?

Multiple choice | Required | Dropdown | Single-select | Randomize

- a) Applebrook Preserve
- b) Bow Tree
- c) Charter Chase
- d) Clocktower Woods
- e) Goshen Downs
- f) Goshen Valley
- g) Grand Oak / Bittersweet
- h) Hershey's Mill Estates
- i) Hershey's Mill (Villages)
- j) Hunt Country
- k) Marydell Farms / Pin Oaks
- l) The Meadows
- m) Mill Creek
- n) Milltown
- o) New Kent Apartments
- p) Rockland Village
- q) Waterford
- r) Wentworth
- s) Other (please specify) [\[text input\]](#)

Trail Enhancements

6. In the Paoli Pike Corridor Master Plan there were several amenities suggested for the central part of the Township along Paoli Pike between CVS and Wawa. These amenities may give this area aesthetics that are consistent with our Township neighborhoods. Which of the following amenities do you support for this central area?

Multiple choice | Required | Vertical | Multi-select

- a) Attractive street lighting
- b) East Goshen Township banners which represent the history and current nature of the Township

- c) Gathering spaces that include benches and landscaping
- d) Street trees
- e) Other (please specify) [\[text input\]](#)
- f) None of the above

[Q7 logic: Skip if Q6 selected choices includes "None of the above"]

7. The Township property tax has not been increased since 2004. During that time the Township has been able to fund several large projects such as Applebrook Park, The Paoli Pike Trail, and future parks near the Hershey and Milltown dams. These projects were accomplished mostly by utilizing taxpayer-funded long term municipal bonds at low interest rates and taking advantage of many regional and state grants. The average property tax currently is approximately \$315 per residence per year. How large of an annual property tax increase would you support to pay for the amenities mentioned in the previous question?

Multiple choice | Required | Vertical | Single-select

- a) Not willing to pay for any trail amenities
- b) \$25
- c) \$50
- d) \$75+

8. The Paoli Pike Corridor Master Plan also suggests a number of possible neighborhood connector trails to the Paoli Pike Trail. Potential connectors are shown in Fig 3.5 of the Paoli Pike Master Plan. Over time these feeder trails along with the Paoli Pike Trail would provide a network throughout the Township, creating a walk-able/bike-able connection between our neighborhoods, parks, schools, Township building, shops and restaurants. Do you support neighborhood connector trails created **without the use of eminent domain**?

Multiple choice | Required | Vertical | Single-select

- a) Yes
- b) No

9. How large of an annual property tax increase would you support to pay for connector trails?

Multiple choice | Required | Vertical | Single-select

- a) Not willing to pay for any connector trails
- b) \$25
- c) \$50
- d) \$75+

10. The East Goshen Comprehensive Plan 2015, lists maintaining the current amount of land use for open space and recreation at 27%. East Goshen Park and Applebrook Park account for the largest share of open space in the Township but there is also a considerable amount of open space scattered throughout, mostly along several creeks. Also, there are 2 major projects underway converting former dam sites at Reservoir and Hershey Mill roads to passive recreational areas. Which do you prefer?

Multiple choice | Required | Vertical | Single-select

- a) Increasing the share of open space if land becomes available (possibly increasing taxes going forward)
- b) Maintaining the current level of open space at 27%
- c) Reducing the amount of open space (possibly decreasing taxes going forward)

[Q11 logic: Show if Q10 selected choice is "Increasing the share of open space if land becomes available (possibly increasing taxes going forward)"]

11. Since you favor more open space, where would you like to see that added? Please specify.

Text input | Required | Multi-line

Closeout/Follow-Up

12. Is there any other feedback you would like to share with East Goshen Township leadership **specific to amenities, trails, and open spaces**?

Text input | Optional | Multi-line

Memo

To: Board of Supervisors
From: Park and Recreation Commission
Re: Pickleball Courts – CIP Budget
Date: January 24, 2022

Overview:

In 2018, the back half of the tennis court facility was blacktopped due to storm damage and age. It was blacktopped and marketed as a multipurpose surface; open and available to a host of activities like pickleball, roller hockey, basketball among others. The rationale was that it was the last remaining piece of EGT Park that could be developed into a defined sport usage, and we wanted to get it right. Therefore, give residents time to use the space organically and see what uses were most popular. In 2016, we did a tennis usage survey (pictorial assessment over the course of two weeks in June/July) and found that three courts were utilized constantly with some need for a fourth court. USTA leagues require four courts for league play. Moving forward from 2018, it has become very clear that pickleball is the preferred sport of choice for Township residents on that space. Currently, Township residents have eight temporary courts set up and play sun up to sun down. The Park Commission discussed this topic over the course of three fall 2021 meetings.

Citing the information below, the Park Commission recommends reallocating the 2023 CIP budget funding currently slated for an amphitheater band shell to a permanent pickleball/4th tennis court installation.

- Pickleball court utilization:
 - The pickleball courts are always in use by a large and dedicated pool of players. The players are so dedicated to the sport, they've shoveled off the courts after a snow storm to continue play. To put it into known terms, the pickleball courts are as popular with our seniors as our playground is with our kids. That said, the Department Director fields calls constantly from residents interested in upgrading the current play experience to the industry standard. The blacktopped surface is substandard in that pickleball doesn't bounce true and the surface is hard on the player's bodies.
- Current multisport surface:
 - The current modular pickleball nets were added to keep the space flexible for additional sport uses. Since 2018, the Department Director has had zero inquiries to use the space for other activities, outside of a single dance recital. They used the multisport surface because the stage was already booked (2020 – COVID).
- Township demographics
 - Resident demographics support the installation of permanent pickleball courts. Twenty percent of our residents are 55+ (double the national average) and the sport is primarily played by this demographic. Putting in permanent courts would directly support senior's preferred athletic sport of choice.

- Fastest Growing Sport in America
 - Pickleball is the fastest growing sport in America, up 21% since 2018. It is quick-paced, played in pairs so there is a social benefit, and can be relatively cheap and played multi-generationally. Because the ball doesn't travel as far or as fast, it is easy for children to pick up a racquet and play.
- 4th Tennis Court
 - During the pandemic, tennis play has also increased. We have a strong youth tennis program on Saturdays (spring & fall) and adult tennis clinics (spring & fall). This renovation would include a 4th tennis court/pickleball hybrid (see illustration) that would support current and future tennis expansion and open the possibility to USTA league play.
- Tennis/Pickleball interaction
 - Some feel tennis and pickleball participants are "at odds" with each other. The Director of Parks and Recreation sees it completely differently. The pandemic has pushed both sports to the forefront. Being outside, spaced out but with friends, and being active have created new lovers of both tennis and pickleball. Pickleball is a natural extension of tennis, becoming the sport resident's gravitate towards when the physical demands of tennis become too difficult.
- Potential programming ideas
 - Pickleball/tennis resident tournaments
 - Pickleball/tennis adult-child team events
 - Pickleball youth camp
 - USTA league
- Amphitheater band shell
 - While adding an amphitheater band shell would add to the amenity's appeal, Parks and Recreation only uses the amphitheater for 2-5 events per year. When looking at our Township resident's recreational interests today and in the future, it's the Park Commission's recommendation that these monies would be better spent on an everyday activity that our residents truly love today and into the foreseeable future.

Permanent pickleball court installation would include:

- Resurfacing (similar to tennis court surface)
- Lining for 6-8 courts
- Permanent posts/sleeves for 6-8 courts
- Middle fence between pickleball courts

Currently, there is \$92,500 allocated in the CIP budget for the amphitheater band shell (2023 project). If the Park Commission and Board of Supervisors agree to this reallocation, I would discuss the project with potential vendors, hoping final cost would be \$90,000. As with all Township park capital projects, we would first seek grant funding to offset Township expenses. This would likely include:

PA DCNR C2P2 grant: \$45,000 (April due date, Nov announcement)

PA DCED GTRP grant: \$45,000 (July due date, Nov announcement)

Chester County Municipal grant: \$45,000 (Feb 26 due date, spring announcement)

It is highly unlikely that grants will offset 100% of the project's costs but the above do have full reciprocity with each other. Based on our past grant success, we could anticipate securing 50 – 66% of the cost or \$45,000 - \$59,400.

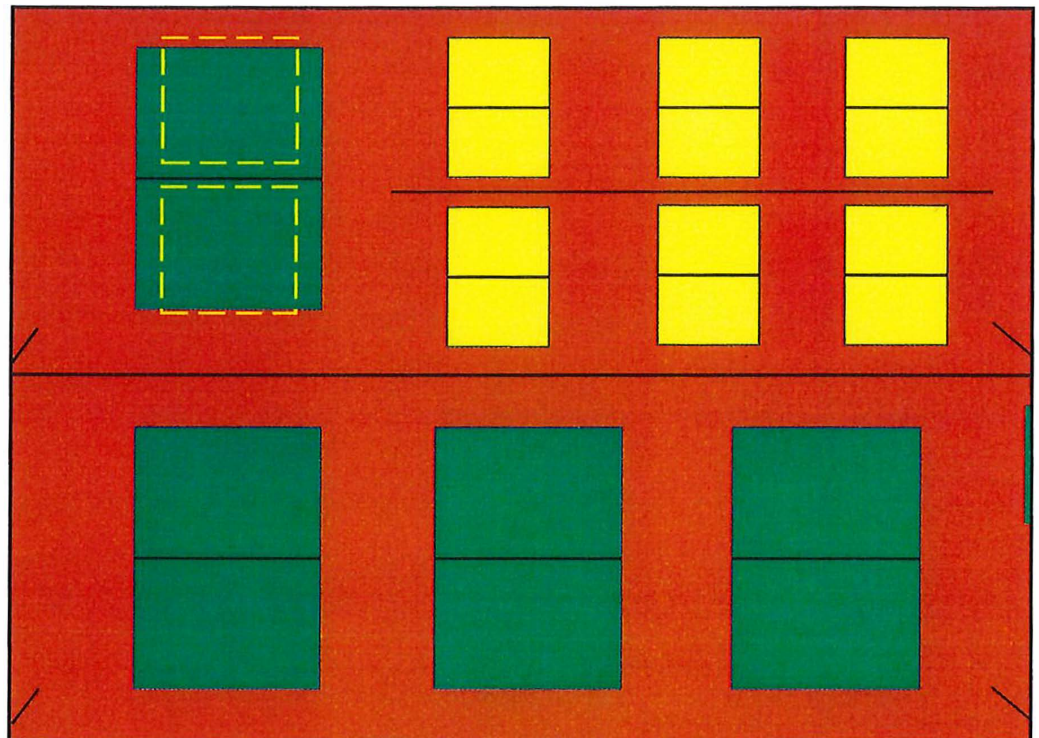
Potential next steps:

- 1) Tonight – motion to adjust current CIP
- 2) Quote from American Tennis Company (vendor that has done our tennis work before)
- 3) Apply for above listed grants
 - a. Would require BOS approval for submission/local match approval
- 4) Grants awarded in fall 2022; sign contracts in early 2023
- 5) Construction; 2023 to meet CIP budget timeline

Motion: I recommend reallocating CIP funding from the amphitheater band shell to permanent pickleball courts.

- Back court area improvements:
- a) 6 x fixed pickleball courts
 - b) 1 x tennis court with 2 x pickleball court lines
 - c) Internal fence in between pickleball lines
 - d) Price out with/without leveling

Yellow color is just for illustration



Front three courts:
remain the same

Memo

To: Board of Supervisors
From: Park and Recreation Commission
Re: Development of Milltown Park
Date: January 24, 2022

Overview:

In 2015, the Park and Recreation Open Space Plan was very complimentary of East Goshen Township's commitment to open space, parks and staffing for community recreation. However, there was an area of opportunity identified to best provide park space for all Township residents. Because the Township has its two developed parks centrally located along Paoli Pike, there really isn't a developed park in the southern half of the Township.

The Township does own the 1.7 acre Milltown Park that has a swing set, bench and dinosaur climbable that are all in poor condition. The park is located on School Rd. and is approximately 75% flat grass and 25% wooded backing up to a small residential area and apartment/condo complexes.

Milltown Park is positioned to benefit a very large number of residents in a unique way. There are a number of apartment/condo complexes (Summit House) within walking distance as well as single family houses. Practically speaking, this fact opens up park design to more amenities, less parking and makes it attractive to grant funders who are looking to fund accessible parks. There is a significant push to have a park within a 10-minute walk from your front door; this park's location would be a selling point to grant funders. The Park Commission envisions this park being one where a group of twelve year old boys could leave their apartments at Cider Knolls, dribbling a basketball, and walk down School Lane for the afternoon, no video game in sight. Or an entire row of houses on Center St. all meeting up for a 12pm weekend lunch party.

At this point, the Park and Recreation Commission is interested in exploring the idea further but does not have a concept plan or budget in mind. It would be best developed into an active park with some type of play features at a minimum. Some potential options could include:

- Fully accessible playground or play/water features
- Picnic tables/seating area
- Basketball Court/Handball/Multipurpose
- Bocce Court
- Gaga Pit
- Art Installation
- Native plantings (typically grant funders look for 3 distinct "greening" elements)
- Parking (3-4 spots with ADA)
- Fencing/Signage

Potential Programming

Given that many residents can walk to this park, it could serve as a satellite location for many programs.

These could be:

- Saturday morning yoga/fitness
- Block parties
- Small specialty summer camps
- Afterschool activities (art, crafts, science, photography etc.)
- Food Truck Fridays
- 3 on 3 summer basketball tournaments
- Movies after dark

Park development funding:

This project would be highly competitive for three grants the Township has secured in the past:

- 1) PA DCNR, C2P2 grant (April deadline, Nov announcements); 50% of a project up to \$300,000
- 2) PA DCED, GTRP (July deadline, Nov announcement); 50% of a project up to \$300,000
- 3) Chester County Preservation grant (Feb deadline, spring announcement); 50% up to \$100,000

It is highly unlikely that grants will offset 100% of the project's costs but the above do have full reciprocity with each other.

Current Township CIP Plan:

In the 2022-26 CIP Plan, there is funding set aside for Veteran's Pavilion (\$24,000 for fixed chess tables/bocce/grills) and Miscellaneous (\$25,000 for bleachers/wind screens). Some of these monies could be reallocated towards a Township project match.

Potential next steps:

- 1) Tonight – approve motion to explore the development of Mill Creek Park.
- 2) Initial Site Constraint Meeting (March)
 - a. Goal – identify what is/isn't logistically possible/cost prohibitive
 - b. PW, Township Engineer, BOS, Park Commission etc.
- 3) On site Public Meeting (late spring 2022)
 - a. What do the nearby residents want in a park?
 - b. Single family, apartments, condos etc.
 - c. 2-3 meetings culminating in a concept design
- 4) Concept design presented to BOS (late fall 2022)
- 5) Once concept design/project budget approved
 - a. Project can be assigned to CIP budget and grants applied if approved

Motion: I move to explore the development of Mill Creek Park.



Current Milltown Park



MEMO

Date: January 26, 2022
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Participation in the PA Opioid Settlement

As the attached materials outline, the Pennsylvania Attorney General's Office has come to a settlement with companies that were determined to have a hand in causing the opioid crisis here in the Commonwealth. The settlement involves certain distributors as well as manufacturers.

The Commonwealth is requiring that political subdivisions respond and indicate whether or not they are participating in the settlement in order to receive a portion of the funds once the amounts are finalized. Funds would have to be spent on meaningful ways to combat opioid addiction.

The amount will most likely be minor but, after speaking with our solicitor on this, we both believe there is no harm in participating and we can perhaps be able to help obtain some meaningful resources for our first responders if nothing else. Unless a specific subdivisions is planning on suing pharmaceutical companies individually, it is worth participating.

We are seeking a motion to move forward with this process.

MOTION: Madam Chair, I move that we formally ratify East Goshen's participation in the Commonwealth's *Opioid Settlement Agreement* and direct the Township Manager and Township solicitor to take necessary action on the township's behalf.



Commonwealth of Pennsylvania
 Office of Attorney General
 Harrisburg, PA 17120

Josh Shapiro
 Attorney General



16th Floor
 Strawberry Square
 Harrisburg, PA 17120
 (717) 787-3391

TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. Pennsylvania has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Pennsylvania has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements to which your state has agreed. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the national settlement website to register to receive in the coming weeks and months the documentation your subdivision will need to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted electronically through the website and must be executed using the “DocuSign” service. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

Your unique Subdivision Identification Number to use to register is: 8GVJN1

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state’s share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocate abatement funds within the states. Allocation agreements/legislation and other information about Pennsylvania’s allocation agreement or legislation can be found on the national settlement website. The allocation section of the website will be supplemented as more intra-state allocation arrangements are finalized.

In reviewing allocation information, please note that while all subdivisions may participate in the Settlements, not all subdivisions are eligible to receive direct payments. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties, cities, parishes, and other larger subdivisions in their communities.

To determine your eligibility to receive, directly or indirectly, any of the funds allocated to your state should you elect to participate in the Settlements in which your state participates, you should first visit <https://nationalopioidsettlement.com/> to determine if your state has entered into a state-subdivision agreement or has an allocation statute and/or a statutory trust. If so, then the terms of the state-subdivision agreement, allocation statute, and/or statutory trust (as applicable) will govern your eligibility to receive funds directly or indirectly from the share that is allocated to your state under the national settlement agreements. In some states there will be a proposed state-subdivision agreement that is in the process of being adopted by subdivisions. Any questions concerning the status or terms of the state-subdivision agreement, allocation statute, and/or statutory trust in your state, if applicable, can be directed to the Attorney General's Office.

You may be contacted by the Attorney General's Office with additional information regarding the allocation of settlement funds in Pennsylvania. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements, and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry; and

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to “opt in” to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General’s Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General’s Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state, and we encourage you to discuss the terms and benefits of the Settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release, (where applicable) a model Resolution, and instructions on executing and submitting electronically using DocuSign.

We urge you to view the national settlement website at your earliest convenience. Information and documents regarding the national Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

For questions for the Pennsylvania Office of Attorney General, please contact David Wade at dwade@attorneygeneral.gov.

West Chester, PA 19380
1580 Paoli Pike
Chris Boylan
NPD CO-864-554
Postal Service: Please do not mark barcode
122810019511



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NPD

National Opioids Settlements
P.O. Box 43196
Providence, RI 02940-3196

DRAFT OPIOIDS TRUST & ALLOCATION ORDER

12/13/21

I. INTRODUCTION

- A. The Commonwealth filed a complaint naming McKesson Corporation, Cardinal Health, Inc. and AmeriSource Bergen Corporation (“Distributors”) as Defendants, alleging their actions furthered the improper distribution of prescription opioid drugs made and marketed by pharmaceutical manufacturers (the “Commonwealth Distributor Claims”).
- B. The Complaint is docketed at _____.
- C. The Distributors each deny that they have engaged in any wrongdoing.
- D. On _____ the Commonwealth and the Distributors filed a settlement of the Commonwealth Distributor Claims in the form of a Final Judgment/Consent /Decree.
- E. On _____ the Commonwealth filed a Complaint naming Johnson and Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Pharmaceuticals, Inc., and Janssen

Pharmaceutica, Inc. (“ collectively J&J”) as defendants,
alleging that it had violated various Pennsylvania laws through
its manufacture, sale and promotion of prescription opioid
products (The “Commonwealth Manufacturer Claims”)

- F. The Complaint against J&J is docketed at _____.
- G. J&J denies that it has engaged in any wrongdoing.
- H. On _____ the Commonwealth and J&J filed a
settlement of the Commonwealth Manufacturer claims in the
form of a Final Judgment/Consent Decree docketed at
_____.
- I. On _____ the Commonwealth, the Distributors
and J&J filed a consent motion to consolidate the actions
_____. Commonwealth v. Distributors, Docket
No. _____ and Commonwealth v. J&J,
Docket No. _____. The court granted that
motion on _____ at Docket No. _____.
- J. The Distributors and J&J settlements will deliver up to
\$1,070,609,642 to the Commonwealth over as many as 18 years
with payments to be made as described in Paragraph IV. C-D of

the Distributors Settlement Agreement and Paragraphs V. B1 and V. B8 of the J & J Settlement Agreement.

After a motion from the parties the Court orders the following:

II. ORDER

A. The creation of the Pennsylvania Opioid Misuse and Addiction Abatement Trust.

1. This Order creates a trust known as the Pennsylvania Opioid Misuse and Addiction Abatement Trust. This Trust shall distribute and allocate the remainder of the funds (“Trust Funds”) payable to Pennsylvania and its Participating Subdivisions (as defined below) from the Distributors Settlement Agreement and the J&J Settlement Agreement after the payment of Attorneys’ Fees and Expenses as described in Section IX, Exhibit 4. The Trust Funds shall be divided into three accounts: The Commonwealth Account, the County Abatement Account and the Litigating Subdivision Account. Attorneys’ Fees and Expenses shall not be considered Trust Funds.
 - a. The Commonwealth Account shall consist of Fifteen (15) % of the Trust Funds to be distributed

and shall be paid to the Commonwealth of Pennsylvania for deposit to the Opioid Settlement Restricted Account as established by 72 P.S. § 1792-A.1.

- b. The County Abatement Account shall consist of Seventy (70) % of the Trust Funds to be distributed and shall be paid to Counties and other County Subdivisions in the manner described in the Allocation Section at ¶VII(A) below.
- c. The Litigating Subdivision Account shall consist of Fifteen (15) % of the Trust Funds to be distributed and shall be paid directly to the Litigating Subdivisions in the manner described in the Allocation Section at ¶VII(B) below.

B. Methodology and Requirements. This order sets forth the methodology and requirements for allocation and payment of funds achieved as the result of Pennsylvania's Opioid Litigation, as defined below. Every Participating Subdivision that agrees to participate in the Settlements and accept the Trust Funds described herein shall be subject to the jurisdiction of

this Court for compliance and enforcement of this order and also have standing to petition this Court for enforcement of this Order and payment of the funds allocated to it. No subdivision may challenge another subdivision's use of funds, but subdivisions in the same geographic region are encouraged to coordinate their use of Trust Funds allocated by this Order.

III. DEFINITIONS

- A. **OAG** – The Pennsylvania Office of Attorney General.
- B. **Commonwealth.** The Commonwealth of Pennsylvania.
- C. **Companies** – collectively means McKesson Corporation, Cardinal Health, Inc., AmeriSource Bergen Corporation, and J&J.
- D. **Board of Trustees** – Trustees appointed pursuant to this Order to manage and direct the Pennsylvania Opioid Misuse and Addiction Abatement Trust.
- E. **Covered conduct** – means “covered conduct” as defined in the Distributors Settlement Agreement at Paragraph I. O. and in the J&J Settlement Agreement at Paragraph I.16.
- F. **Counties**—Subdivisions, as enumerated and classified in 16 P.S. § 201 to 211.

- G. **County Subdivisions** – All political subdivisions within a given county, including, but not limited to, cities, townships, boroughs, school districts, and municipal authorities.
- H. **Intrastate Allocation Formula.** The formula for distributing funds from the County Abatement Fund contained in Exhibit 1.
- I. **Litigating Subdivisions.** Counties, County Subdivisions and District Attorneys that have existing litigation against the Companies as of (Date).
- J. **Non-Participating Subdivisions.** Counties and County Subdivisions with populations greater than 10,000 that refuse to participate in these Settlements.
- K. **Participating Subdivisions.** County and County Subdivisions of more than 10,000 in population as established by the 2019 population estimate of the U.S. Bureau of Census that have agreed to participate in these settlements.
- L. **Pennsylvania’s Opioid Litigation.** The Coordinated Opioid Proceedings (CV-2017-08095) pending in the Delaware County Court of Common Pleas before the Hon. Barry C. Dozor, and any proceedings initiated by Litigating Subdivisions pending in

In re National Prescription Opiate Litig. MDL No. 2804 (N.D. Ohio), pending before Hon. Dan Polster.

- M. **Population.** Whenever this Order refers to population, it refers to the 2019 estimate of the United States population by the United States Census Bureau, except for purposes of calculating the Litigating Subdivision's share, which uses 2020 Census figures.
- N. **Settlements.** The Distributors Settlement Agreement dated July 21, 2021 among the settling states, settling distributors and participating subdivisions; and the J&J Settlement Agreement dated July 21, 2021 among the settling states, participating subdivisions and J&J, for Covered Conduct by the Companies.
- O. **Other Settlement(s).** Any of the following pertaining to liability arising from the marketing, manufacturing, sale, promotion, distribution, prescribing or dispensing of opioids shall fall within the purview of this order: a future settlement agreement entered into by OAG together with subdivisions, and District Attorneys, and any damages awarded as a result of such litigation by OAG together with subdivisions, and District Attorneys; or Court ordered distributions pursuant to a United

States Bankruptcy Court approved plan for claims of the Commonwealth, its subdivisions and District Attorneys.

P. **Single-county authorities (“SCAs”).** The agency designated under 4 PA. Code §§254.1 to 254.20 plan and coordinate drug and alcohol prevention, intervention and treatment services for a geographic area which may consist of one or more counties and to administer the provisions of such services funded through the agency. Some Counties have agreements to coordinate the operation of a Single County Authority with other Counties either by having one County’s SCA act for multiple counties or by retaining a vendor to perform such function for multiple counties. In either event, such organizations shall be considered an SCA for purposes of this order.

Q. **Trust** – Pennsylvania Opioid Misuse and Addiction Abatement Trust.

IV. PARTIES TO THIS ORDER

- A. Commonwealth of Pennsylvania, by and through the Office of Attorney General.
- B. Participating Subdivisions.

V. PENNSYLVANIA OPIOID MISUSE AND ADDICTION ABATEMENT TRUST (TRUST)

A. **Purpose.** The Pennsylvania Opioid Misuse and Addiction Abatement Trust shall have as its purpose to distribute Trust Funds obtained by the Commonwealth and its subdivisions from the Settlements. The Trust shall receive Trust Funds, hold such funds until payment, and then disburse such funds pursuant to the terms and conditions set forth herein. The funds obtained and ultimately paid by the Trust shall be distributed to the Commonwealth and its Participating Subdivisions only for the purposes set forth in Exhibit E to the Distributors Settlement Agreement and J&J Settlement Agreement and the Trust shall review expenditures by subdivisions which receive Trust Funds to insure that such spending was consistent with Exhibit E. Exhibit E is incorporated into this order by reference and all spending of funds allocated by this order shall be consistent with the requirements of Exhibit E. The Trust shall also receive and distribute funds from Other Settlements.

B. **Governance.** The Trust shall be governed by a Board of Trustees consisting of the following 13 members:

1. Chairperson, appointed by the Governor. The Chairperson shall be non-voting, except in cases of a tie. The Chairperson may not be an individual qualified to serve under any category of state-level members. The Chairperson shall serve at the pleasure of the Governor. The Chairperson shall be appointed 20 days after entry of this order.
2. A secretary of one of the Commonwealth's health and human services agencies, as appointed by the Governor. The secretary may appoint a designee, who is an employee of the respective agency.
3. Four Legislative Member Trustees, with one trustee appointed by each:
 - a. The Speaker of the House;
 - b. The Minority Leader of the House;
 - c. The President Pro Tempore of the Senate; and
 - d. The Senate Minority Leader.
4. Seven Regional Trustees appointed by the following County or City Officials:
 - a. Mayor of the City of First Class;

- b. The County Executive of the County Second Class;
- c. County Commissioners or County Executives of the Counties in the Capital Region, defined as including the following 16 counties: Adams, Berks, Centre, Cumberland, Dauphin, Fulton, Franklin, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Perry, Snyder, Union, and York;
- d. The County Commissioners or County Executives of the Northeastern Pennsylvania region, defined as including the following 18 counties: Bradford, Carbon, Clinton, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Montour, Northumberland, Pike, Potter, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, and Wyoming;
- e. The County Commissioners or County Executives of the Southeastern Pennsylvania region, defined as including the following 6 counties: Bucks, Chester, Delaware, Lehigh, Montgomery, and Northampton;

- f. The County Commissioners or County Executives of the Northwestern Pennsylvania, defined as including the following 13 counties: Armstrong, Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Forest, Jefferson, Mercer, McKean, Venango, and Warren;
- g. The County Commissioners or County Executives of the Southwestern Pennsylvania, defined as including the following 12 counties: Beaver, Bedford, Blair, Butler Cambria, Fayette, Greene, Indiana, Lawrence Somerset, Washington, and Westmoreland.

5. Appointment of Trustees

- a. The Trustee appointed by the Mayor of the City of the First Class shall be confirmed by a majority vote by the City Council of the City of the First Class.
- b. The Trustee appointed by the County Executive of the County of the Second Class shall be appointed by the County Executive and confirmed by a

majority of the County Council for the County of the Second Class.

- c. A Trustee appointed by the County Commissioners of the Five County Regions, under ¶(V)(B)(4)(c)-(g) shall be selected by a majority of votes from each County within each respective region. Each County shall have one vote for selecting the trustee for its respective region. In the event of a tie vote among the Counties in a region, the Chairperson Court shall select a Trustee from the pool of candidates from each region that received the highest number of equal votes.
- d. Within 30 days of final approval of this order, each County shall submit to the Attorney General, solely for the purpose of preparing ballots, the County's nomination for the Trustee from the Region the County to which the County belongs. Counties may nominate someone from within their own boundaries or from another county within that County's region. Multiple Counties can nominate

the same person. Once the nominations have been submitted, the Attorney General shall create and mail ballots, along with a Resume or Curriculum Vitae for each Trustee Candidate. The Attorney General shall set a date to return such ballots that shall be no earlier than 45 days after mailing the ballots. The Trustee nominees with the highest number of county votes in each region shall be appointed to the Board of Trustees for a term running until June 30, 2025.

- e. Subsequent Appointments to the Board of Trustees from the five regions shall be held in two-year intervals, beginning in 2025. The County with the largest population in each region shall be responsible for collecting nominations from each County and preparing and distributing ballots in enough time to seat new Trustees, by July 1 2025, if existing Trustees are not reelected. Counties in a region can retain an existing Trustee by unanimous consent without holding a new nomination and

balloting process as long as the Trustee has not exceeded maximum term as described in ¶ V(B)(8)(b).

6. **Qualifications of Trustees**

Counties are encouraged to designate trustees from one or more of the following professional classifications.

- a. A County Commissioner, member of County Council or County Executive.
- b. SCA administrator or County Health Commissioner.
- c. Physician with specialized practice and training in the treatment of substance use disorder.
- d. Nurse with specialized practice and training the treatment of substance use.
- e. Certified peer support substance use disorder treatment provider/specialist.
- f. Licensed pharmacist.
- g. Emergency medical services provider.
- h. Re-entry specialist/service provider.

- i. Individual in recovery from substance use disorder.
- j. Parent or guardian of someone who has had opioid use disorder.
- k. A researcher with expertise in substance use from a college or university in Pennsylvania.

7. Residency:

- a. To qualify as a Regional Representative Trustee, an individual must reside in or have a principal place of business qualifying the individual for service on the Board of Trustees located in that region.

8. Terms:

- a. Legislative member trustees shall serve terms not exceeding two years, which shall expire at the conclusion of each legislative session. Legislative member trustees may be re-appointed, with no limit on the number of times they may be re-appointed.

- b. Regional Representative Trustees shall serve two-year terms and may be appointed three times consecutively. No individual shall serve more than ten years during the individual's lifetime as a Regional Trustee.
 - c. A secretary of one of the Commonwealth's health and human services agencies or such secretary's designee shall serve a term of no more than eight years and may be replaced by the secretary at any time.
 - d. In the event of a resignation or removal of a Trustee, the person appointing the Trustee shall appoint a replacement.
9. **Compensation:** Trustees shall serve as volunteers and shall receive no compensation for serving on the Board of Trustees. They shall be entitled to reasonable travel, lodging and subsistence expenses when attending meetings of the Board of Trustees, which shall be paid from the monies allocated for the Trust's management set forth in ¶IV (C)(9).

C. Operations

1. The Board of Trustees shall meet a minimum of four times a year. During such meetings, the Trustees shall appoint a financial institution licensed by the United States Office of the Comptroller of the Currency to invest all funds received only in securities fully guaranteed by the Government of the United States of America and which may have a maturity date of no more than one year.
2. Except for the year 2022, by September 1 of each year, The Board of Trustees shall notify each County and each Litigating Subdivision of the amounts each will receive out of the County Abatement and Litigating Subdivision Accounts. In the year 2022, that notification shall occur 30 days before distribution of the funds allocated under this Order.
3. Except for the year 2022, by November 15 of each year, in order for funds to be paid from the County Abatement Account, each County or the Health Department of a city of the First Class shall submit to the Trust the

certification attached as Exhibit 2 and list the payees and respective addresses to which the County Abatement Check shall be sent. Multiple Counties and the Health Department of the city of the First Class, County Subdivisions and District Attorneys may file joint certifications for some or all of the funds allocated to them. A joint certification shall designate the amount to be paid out of the joint applicants' allocation and the name and address of the payee.

4. Except for the year 2022, by November 15 of each year, in order for funds to be distributed from the Litigating Subdivision Account, each Litigating Subdivision shall submit to the Trust the certification attached as Exhibit 3 and list the payees and respective addresses to which the County Abatement Check shall be sent in accordance with ¶ (VII)(B). Multiple Litigating Subdivisions may file joint certifications for some or all of the funds allocated to them.

5. In the year 2022, certifications shall be filed consistent with the terms of subparagraphs 2 and 3 above within 60 days of entry of this order.
6. Except for the year 2022, the Board of Trustees shall pay the funds it holds in trust less the minimum amount needed to maintain its account for holding such funds on or about of June 15 of each year for funds to be distributed to the Commonwealth from the Commonwealth Account, and on or about December 15 of each year for funds to be distributed from the Country Abatement and Litigating Subdivision Accounts.
7. In the year 2022, the Trust shall distribute the funds it receives within 60 days of receipt in accordance with the allocations under (II)(A)(1).
8. The Funds designated for the Commonwealth of Pennsylvania shall be distributed from the Trust to the Commonwealth of Pennsylvania Opioid Settlement Restricted Account.

9. The Board of Trustees may use up to 1% of the Trust funds to retain such persons or firms to manage the investment, and distributions.
10. All funds must be spent within 18 months of receipt except if a Subdivision is using such funds multi-year capital project in accordance with Exhibit E of the Distributors Settlement Agreement and J&J Settlement Agreement.
11. Each County or the Health Department of the city of the First Class shall submit a report to the Board of Trustees by March 15 beginning in the year 2023 year, showing the actual expenditures of such funds and the amount of funds received but not spent by the close of the previous calendar year. Funds should be spent equitably across the County in a way that most effectively abates the effects of the Opioid misuse and addiction within the judgment of the County Commissioners, County Executive and County Council. The Board of Trustees shall set the requirements of such reporting, with input from qualified academic researchers.

12. A Quorum of seven trustees shall be necessary to conduct business of the board.
13. The Board of Trustees may adopt any other operating procedures it deems fit, so long as such procedures are consistent with this order and all applicable laws.

VI. RESPONSIBILITIES OF THE TRUST

- A. The Trust shall have the following responsibilities:
 1. Receiving, maintaining, and investing funds until final disbursement of all settlement funds.
 2. Reviewing certifications in accordance with the terms specified by this document.
 3. Reviewing annual reports on spending to ensure compliance with the settlement terms.
 4. Disbursing the Annual Shares to the Commonwealth, Counties and Litigating Subdivisions for that year.
 5. Otherwise establishing its own operating rules and procedures.
 6. Preparing an annual report and accounting for the authorizing court which shall be made public and

undertaking all other reporting requirements consistent with the terms of the settlements.

VII. ALLOCATION

- A. The funds designated for the County Abatement Account shall be distributed directly to the Counties or such other organization designated by the County. Each County shall receive its share consistent with the methodology outlined in Exhibit 1, with each county receiving a minimum of \$1 million combined from the Distributors Settlement Agreement and J&J Settlement Agreement.
- B. The funds designated for the Litigating Subdivision Account shall be distributed directly to participating litigating subdivisions based on population according to the 2020 Census, with the following caveats:
1. 25% of the Litigating Subdivision Account will be set aside for Delaware County, Carbon County, and the City of Philadelphia, as entities that have done substantial work to advance litigation against the settling defendants.
 2. Allocation for District Attorneys' shares will be based on half of the population of the county they serve.

3. Allocation of Litigating Special Districts' shares will be based on 10% of the population that they serve.
4. The following minimum payments will apply, subject to availability of funds:
 - a. For subdivisions with populations smaller than 10,000: \$80,000 from the Distributors Settlement Agreement \$20,000 from the J&J Settlement Agreement.
 - b. For subdivisions with populations between 10,000 and 50,000: \$200,000 from the Distributors Settlement Agreement/\$50,000 from the J&J Settlement Agreement.
 - c. For subdivisions with populations between 50,001 and 100,000: \$400,000 from the Distributors Settlement Agreement/\$100,000 from the J&J Settlement Agreement.
 - d. For subdivisions with populations larger than 100,000: \$800,000 from Distributors Settlement Agreement/\$200,000 from the J&J Settlement Agreement.

- C. If Bonus A described in the Distributors and J&J Settlement Agreements is achieved, funds to be paid through the Litigating Subdivision Account will be paid out over the following three years' worth of payments.
- D. If a District Attorney does not participate in these settlements, then the Trust Funds that would have been paid to such non-participating District Attorney will be paid to those District Attorneys that agree to participate in these settlements. The amount for a non-participating District Attorney being reallocated to participating District Attorneys shall be allocated in the same manner as funds are allocated in ¶ VII B(2) above.

VIII. MISCELLANEOUS

- A. The Trust shall be dissolved upon final disbursement of all funds from all covered settlements.
- B. The Trust shall not pay any Participating Subdivision or Litigating Subdivision in any year in which the subdivision fails to submit a certification by _____ of the year in which the Trust has funds to distribute.
- C. The proceedings and meetings of this Trust shall be governed by the Sunshine Act, 65 Pa. C. S §§ 701-16.

- D. All Trustees and any person employed by the Trust shall be governed by and shall be considered Public Officials within the meaning of the Public Official and Employee Ethics Act, 65 Pa. C. S. §§1101-13 since such person's will be either an existing Public Officials or Public employees or appointed by Public Officials or appointed pursuant to this court order to perform a function administering a trust to protect the public interest.
- E. This Court shall maintain jurisdiction over the Trust and the funds it holds until the Trust is dissolved.
- F. Any beneficiary of the trust may file a complaint with the Board of Trustees if the beneficiary disputes an action by the Trust with regard to that individual beneficiary.
1. Such Complaint shall be in writing and the Board of Trustees must respond in writing to such beneficiary within 60 days of receipt of such complaint.
 2. If the Board of Trustees' response resolves the beneficiary's complaint, the beneficiary may petition this court for a resolution of its complaint.

3. No beneficiary shall have standing to challenge another beneficiary's use of funds under this order or the Trust action with regard to another beneficiary.
4. Nothing in this order shall change the requirements for SCAs under Federal or state laws.

IX. ATTORNEYS' FEES:

A. The methodology for the payment of Attorneys' Fees and expenses for the Distributors and Johnson & Johnson settlements only is set forth in Exhibit 4.

X. FORFEITURE & PENALTIES.

A. County Abatement Account Penalties:

1. Any County which agrees to participate in these Settlements will receive 70% of the amount allocated to it under the Intrastate Allocation Formula ("Allocated Share"). Such County may receive up to an additional 30% of its allocated share by securing the participation of its constituent subdivisions as participants in these Settlements as follows:

- a. Any County where all the Litigating Subdivisions and all subdivisions with a population greater than 30,000 agree to participate in the Settlement Agreements will receive an additional 20% of its allocated share.
- b. Any County where all the non-litigating subdivisions with a population greater than 10,000 agree to participate in the Settlement Agreements will receive an additional 10% of its allocated share.
- c. A subdivision which agrees to participate in either the Distributors Settlement Agreement or the J&J Settlement Agreement, but not the other, the payment to the County shall have its allocation reduced by 150% the pro-rata size of the settlement to which the subdivision did not agree.
- d. Funds withheld pursuant to this provision will be re-allocated to the Commonwealth Account.

B. Litigating Subdivision Penalties

1. Any Litigating Subdivision that fails to agree to participate in the Settlement Agreements shall receive nothing from the County Abatement Account, the Litigating Subdivision Account and shall not have any portion of its Attorney Fees or Costs paid out of those settlements.

C. Inappropriate Spending and Failure to File Reports.

1. If a County or Litigating Subdivision spends some or all of its funds in a way that is not in accordance with the requirements of Exhibit E to the Settlement Agreements or fails to provide the Board of Trustees with an annual report of its spending, the Board of Trustee shall withhold the next year's payments to such County or Subdivision. The County or Litigating Subdivision will have up to 3 months to cure the misspending or provide the annual report of its spending and receive its full payment. If it is not cured after 3 months, the Board of Trustees may reduce or withhold payments going forward, and re-allocate the difference to the Commonwealth Account.

So Ordered:

Exhibit 1

County shares have been determined based on a 4-metric formula, with the following weights:

- **All Overdose Deaths** – Number of all overdose deaths 2015-2019 as compiled by the CDC (40%)
- **OD-Related Hospitalizations** -- Number of unique individuals hospitalized for any OD-related diseases 2016-2019 as compiled by the Pennsylvania Health Care Cost Containment Council (PHC4) via OpenDataPA (20%)
- **EMS Naloxone Administrations** -- Number of naloxone doses administered by Emergency Medical Services 2018-2020 as compiled by the Pennsylvania Department of Health (20%)
- **Adjusted MME** - Total Morphine Milligram Equivalents (MME) of prescription opioids dispensed by county 2006-2014 per ARCOS data, adjusted by the ratio of OD prevalence rate or the ratio of overdose deaths, whichever was higher per county (20%)

The resulting County shares are as follows:

County	4-Metric (MME Adjusted) Formula (unequal weights: (40-20-20-20)
Adams	0.344%
Allegheny	11.524%
Armstrong	0.606%
Beaver	1.274%
Bedford	0.192%
Berks	1.891%
Blair	0.807%

Bradford	0.225%
Bucks	5.803%
Butler	1.369%
Cambria	1.587%
Cameron	0.072%
Carbon	0.644%
Centre	0.250%
Chester	2.230%
Clarion	0.147%
Clearfield	0.299%
Clinton	0.105%
Columbia	0.328%
Crawford	0.671%
Cumberland	1.048%
Dauphin	1.611%
Delaware	6.468%
Elk	0.168%
Erie	2.051%
Fayette	1.348%
Forest	0.049%
Franklin	0.514%
Fulton	0.077%
Greene	0.205%
Huntingdon	0.179%
Indiana	0.683%

Jefferson	0.189%
Juniata	0.061%
Lackawanna	1.393%
Lancaster	2.266%
Lawrence	0.989%
Lebanon	0.603%
Lehigh	2.107%
Luzerne	3.282%
Lycoming	0.642%
McKean	0.180%
Mercer	0.931%
Mifflin	0.173%
Monroe	0.827%
Montgomery	5.047%
Montour	0.143%
Northampton	1.686%
Northumberland	0.578%
Perry	0.231%
Philadelphia	23.146%
Pike	0.283%
Potter	0.067%
Schuylkill	0.986%
Snyder	0.109%
Somerset	0.425%
Sullivan	0.050%

Susquehanna	0.166%
Tioga	0.149%
Union	0.082%
Venango	0.336%
Warren	0.139%
Washington	1.647%
Wayne	0.315%
Westmoreland	3.227%
Wyoming	0.204%
York	2.571%

Exhibit 2

[Year]

[County of _____][City of Philadelphia] Abatement Account
Certification

I, _____, on behalf of [the County of _____] [City of Philadelphia] hereby Certify that the County Abatement Funds received by [the County of _____] [the City of Philadelphia] will be used in a manner consistent with the Abatement uses described in Exhibit E to the Distributors and J&J Settlement Agreements and that the payee(s) and their addresses and the amount indicated are:

Payee:

Address:

Amount:

Date: County of _____

By: _____

Title: _____

[Date: City of Philadelphia

By: _____

Title: _____

Exhibit 3

[Year]

[County of _____][City of Philadelphia]Litigating Subdivision
Certification

I, _____, on behalf of [the County of _____] [City of Philadelphia] hereby certify that the Litigating Subdivision Funds received by [the County of _____] [the City of Philadelphia] will be used in a manner consistent with the Abatement uses described in Exhibit E to the Distributors and J&J Settlement Agreements and that the payee(s) and their addresses and the amount indicated are:

Payee:

Address:

Amount:

Date: County of _____

By: _____

Title: _____

[Date: City of Philadelphia

By: _____

Title: _____]

Exhibit 4

ORDER

AND NOW, this _____ day of December 2021, after review of the Motion to Establish a Pennsylvania Opioid Fee Fund, Appoint a Special Master to Determine and Disburse Fees, and Establish a Procedure for Reimbursing Counsel for Documented Expenses and Costs it is hereby **ORDERED** and **DECREED** as follows:

This Attorney Fee and Cost Order is entered into as an adjunct to the Pennsylvania Opioids Trust and Allocation Order entered in [INSERT CASE CAPTION] (the “Trust”) to which this is Exhibit 4. Attached as exhibits to this Attorney Fee and Cost Order are the National Janssen Settlement Agreement (Exhibit A), and the National Distributor Settlement Agreement (Exhibit B). Unless otherwise set forth herein, defined terms in this Attorney Fee and Cost Order shall have the same meanings in the National J&J and Distributor Settlement Agreements and the Trust.

I. Establishment of Pennsylvania Opioid Fee Fund

Consistent with the terms of the Trust, an attorney fee fund shall be established and held in a separate account, to be held and disbursed in a manner consistent with the terms of this Attorney Fee and Cost Order (the “Pennsylvania Opioid Fee Fund”).

A. Amount and Timing of Payments to Establish the Fund

The amount of the Pennsylvania Opioid Fee Fund shall be equal to 6.6% of all base and bonus payments governmental entities will receive in the Commonwealth of Pennsylvania over the course of all payment years under the J&J/Janssen and Distributor Settlement Agreements.

With respect to the timing, although the payment terms from the Settling Defendants extend over an eighteen year period, if the Commonwealth of Pennsylvania is eligible for “Incentive A” under the J&J and Distributor Settlements, the Pennsylvania Opioid Fee Fund shall be funded in its entirety in the first three years, under the following payment schedule: 50% paid in settlement payment year one; 25% paid in settlement

payment year two; and 25% in paid in settlement payment year three.¹ Alternatively, if the Commonwealth of Pennsylvania is not eligible for Incentive A, the Pennsylvania Opioid Fee Fund shall be funded in its entirety in the first five years, with equal payments made in each settlement payment year, understanding that if Incentive A is not achieved, participation levels in the Commonwealth may increase in subsequent years, which may result in an increase in the overall funds to the Commonwealth and a corresponding increase of the Pennsylvania Opioid Fee Fund, causing some fluctuation in the amount of the payment each year such that each payment is not equal.²

As discussed in detail below, in order to be eligible to participate in the Pennsylvania Opioid Fee Fund, counsel must agree to waive enforcement of their fee contracts with respect to the Pennsylvania clients for whom they are seeking to recover fees. If certain counsel do not agree to waive their fee agreements with respect to 10.01% to 25% of the clients (measured by population), the amount of the Pennsylvania Opioid Fee Fund shall be reduced on a dollar-for-dollar basis, based on the percentage of the eligible population who do not agree to waive their fee contracts.³ If 10% or fewer of the counsel for Pennsylvania clients (measured by population of the clients for whom counsel is not participating) do not agree to waive their fee, the amount of the Pennsylvania Opioid Fee Fund shall not be reduced. If greater than 25% of the clients (measured by participation of the clients for whom counsel is not participating) do not agree to waive their fee, there will

¹ For illustrative purposes only, if the Commonwealth will receive \$1,000,000,000 in payments from the settlements, with Incentive A, the Pennsylvania Opioid Fee Fund will receive \$66,000,000 total, with \$33,000,000 paid in payment year one, \$16,500,000 paid in payment year two, and \$16,500,000 paid in payment year three.

² For illustrative purposes only, if the Commonwealth will receive \$900,000,000 in payments from the settlements, without Incentive A, the Pennsylvania Opioid Fee Fund will receive \$59,400,000 total, with \$11,880,000 paid in payment year one, \$11,880,000 paid in payment year two, \$11,880,000 paid in payment year three, \$11,880,000 paid in payment year four, and \$11,880,000 paid in payment year five, but if participation levels increase, the payment amounts in payment years three to five may increase and not be equal.

³ For illustrative purposes only, if the Pennsylvania Opioid Fee Fund is to be funded at \$66,000,000, but 15% of the eligible clients, by population, do not agree to waive their contracts and participate in the fund, then the amount of the fund shall be reduced by \$9,900,000, for a total of \$56,100,000.

be no further reductions to the amount of the fund beyond those that occur for greater than 10% up to 25%.

B. The Pennsylvania Opioid Fee Fund Shall Be a Qualified Settlement Fund

The Pennsylvania Opioid Fee Fund shall constitute a single qualified settlement fund within the meaning of section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Sections 1.468B-1, *et seq.* and will be disbursed consistent with the terms of this order, and will remain subject to the continuing and exclusive jurisdiction of this Court:

All amounts deposited in the Pennsylvania Opioid Fee Fund shall be invested conservatively in a manner designed to assure timely availability of funds, protection of principal and avoidance of concentration risk. All payments into the Pennsylvania Opioid Fee Fund, and any interest thereon, will be held until disbursed in a manner consistent with this Order. No distributions shall be made from the Pennsylvania Opioid Fee Fund except through the process established by this Order. No parties or their counsel shall be considered to be in constructive receipt, as determined under federal income tax principles, of any amounts held by the Pennsylvania Opioid Fee Fund.

II. Appointment of Special Master and Administrator

The Court hereby appoints, retired Judge Mark Bernstein as Special Master, to oversee and allocate the Pennsylvania Opioid Fee Fund, and [INSERT] as Administrator to oversee administration and administrative costs of the Fund.

[INSERT RE BACKGROUND/EXPERIENCE OF SPECIAL MASTER AND ADMINISTRATOR]

The Special Master shall be responsible for designing and implementing processes and procedures for the allocation of fees, costs, and expenses, consistent with the criteria set forth in this Order. Subject to review by this Court under an abuse of discretion standard, the Special Master shall have the sole authority for making decisions regarding allocations, disbursements, and payments from the Pennsylvania Opioid Fee Fund.

The Administrator shall assist the Special Master and shall be responsible for making any necessary tax filings and payments of taxes, estimated taxes, and associated interest and penalties, if any, by the Pennsylvania Opioid Fee Fund. The Administrator shall be responsible for responding to any questions from, or audits regarding such taxes by, the Internal Revenue Service or any state or local tax authority, as well as questions from the Department of Labor. The Administrator shall also be responsible for complying with all tax information reporting and withholding requirements with respect to payments made by the Pennsylvania Opioid Fee Fund, as well as paying any associated interest and penalties. All such tax, interest, and penalty payments and all expenses and costs incurred in connection with taxation of the Pennsylvania Opioid Fee Fund (including, without limitation, expenses of tax attorneys and accountants) shall be paid from the Pennsylvania Opioid Fee Fund and shall be considered administrative costs. The Administrator will obtain a Federal Taxpayer Identification Number for the Fund upon entry of an order by this Court establishing the Fund. The Administrator shall be authorized, upon final distribution of all monies paid into the Fund to take appropriate steps to wind down the Fund and thereafter be discharged from any further responsibility with respect to the Fund.

The services of the Special Master, the Administrator, and any vendors and services they determine to be necessary and appropriate to conduct and complete their work, shall be paid or reimbursed from the Pennsylvania Opioid Fee Fund.

As a threshold step in the fee allocation process, the Special Master shall allocate a portion of the Pennsylvania Opioid Fee Fund that will be used exclusively for the payment of common benefit fee awards, with the remaining portion to be used for contingency fee awards.

III. Awards for Common Benefit Fees

With respect to the common benefit portion of the Pennsylvania Opioid Fee Fund, the Court hereby directs the Special Master to: (1) set up a process to receive requests for common benefit fees and set forth the required materials to be provided to the Special Master in connection with fee requests; (2) make a preliminary recommendation on the distribution of common benefit fees; and (3) address any requests to be heard regarding that preliminary recommendation by attorneys that sought common-benefit fees and then, make a final determination regarding the distribution of common

benefit fees to qualifying counsel. This Court may review the final determination of an approved distribution of any common benefit funds. Any review by this Court of an award made by the Special Master concerning the common benefit funds shall be under an abuse of discretion standard.

Counsel shall only be eligible to apply for common benefit fees concerning work incurred in connection with the representation of Pennsylvania clients who filed cases in the Unified Judicial System of Pennsylvania and executed Participation Agreements to participate in the J&J and Distributor Settlements. If counsel represents clients whose cases are pending in federal court in MDL 2804 or who do not participate in the J&J and Distributor Settlements, counsel may not be awarded common benefit fees for work incurred in connection with representation of those clients.

In making determinations for payments for common benefit fees, the Special Master shall give consideration to the factors set forth in [Insert Pennsylvania case citations regarding fee awards to be provided by the AGO], as these have been applied and interpreted by courts with reference to common benefit and other court-awarded fees, as well as the following factors, which may be applied and given relative weight in the Special Master's discretion:

- the applicant's contemporaneously recorded time and labor dedicated to Pennsylvania Participating Subdivisions. Claimed "time" shall not be automatically accepted by the Special Master but shall be critically reviewed. Time and labor incurred by contract lawyers for document review shall not be included in connection with any applicant's request for common benefit fees, but rather such time shall be submitted as an expense, for the actual cost of those services;
- the novelty, time, and complexity of the work performed for Pennsylvania Participating Subdivisions;
- the preclusion of other employment by the applicant due to time dedicated to Pennsylvania Participating Subdivisions;
- the "common benefit," if any alleged to have been conferred by the applicant with respect to the coordinated proceedings pending before this Court;

- the amount of the expenditures paid by the applicant which were necessary to prosecute the applicant's case(s);
- the experience, reputation, and ability of the applicant;
- the status of discovery in the cases primarily handled by the applicant in the coordinated proceedings pending before this Court;
- the nature of any work by the applicant on "bellwether" cases or cases that were similarly active in the coordinated proceedings pending before this Court;
- any pressure points successfully exerted by the applicant in cases against the Settling Defendants or any risk for Settling Defendants created by the applicant in cases against them in the coordinated proceedings pending before this Court;
- any risk for defendants created by applicants in cases against the Settling Defendants in the coordinated proceedings pending before this Court;
- successful and unsuccessful motion practice in cases worked on by the applicant in the coordinated proceedings pending before this Court;
- the date of filing of any cases filed by the applicant in the coordinated proceedings pending before this Court;
- the number and population of entities represented by the applicant and the fees that would have been awarded under the extinguished contingent fee agreements with respect to the applicant's Pennsylvania Participating Subdivisions;
- whether the applicants' Pennsylvania Participating Subdivision clients brought claims against the Settling Defendants;
- whether the applicant has had a leadership role in the coordinated proceedings pending before this Court;

- whether the applicant has had a leadership role in any negotiations aimed at resolving the litigation in the coordinated proceedings pending before this Court; and
- any other factors that the Special Master finds to be appropriate to consider.

IV. Fee Awards Based on Contingent Fee Contracts

With respect to the contingent fee portion of the Pennsylvania Opioid Fee Fund, the Special Master is directed to establish and implement procedures for the distribution fees to compensate eligible counsel for work on behalf of Pennsylvania Participating Litigating Subdivisions, in lieu of enforcement of contingency fee contracts. As part of that process, counsel submitting fee petitions for each Participating Litigating Subdivision shall represent they waive enforcement rights against the subdivision clients of all contracts entered into in conjunction with the representation of Pennsylvania clients for whom they are seeking to recover contingency fees, prior to applying for contingency fees from the Pennsylvania Opioid Fee Fund. With respect to contingency fee awards from the Pennsylvania Opioid Fee Fund, any counsel who represents Pennsylvania clients who executed Participation Agreements to participate in the J&J and Distributor Settlements shall be eligible to apply for contingency fees, regardless of the jurisdiction where they filed their cases, provided they comply with the other requirements in this Attorney Fee and Expense Order.

Awards of contingency fees shall be made by applying a mathematical model identical or substantially similar to the Mathematical Model attached as part of Exhibit R to the National Settlement Agreements (see Distributor Settlement Agreement at pp. R-22 to R-25 (the “Mathematical Model”) to the Pennsylvania Participating Subdivisions that are part of the coordinated proceedings pending before this Court. Awards of contingency fees made by the Special Master shall be based exclusively on (1) the settlement amount that will be received by each participating Pennsylvania Litigating Subdivision, the terms of each participating Pennsylvania Litigating Subdivision’s contingency fee contract, and the filing date for each participating Pennsylvania Litigating Subdivision. No other factors or subjective criteria may be used by the Special Master in calculating contingency fee awards. The Special Master is encouraged to work with counsel who developed the above referenced the Mathematical Model. The Special Master shall oversee the application of the Mathematical Model and

resolve any questions or disputes concerning eligibility. The Special Master is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculation. As to awards from the Contingency Fee Fund, there shall be no right of appeal.

V. Reimbursement of Costs and Expenses

Consistent with the terms of the Trust, the Trust shall reimburse counsel, from the opioid settlement funds held by the Trust, for documented costs and expenses incurred in connection with the representation of Pennsylvania clients who filed cases in the Unified Judicial System of Pennsylvania and executed Participation Agreements to participate in the J&J and Distributor Settlements. Counsel submitting requests for costs and expenses from the Trust must first apply to the cost fund established in connection with the Distributor and J&J Settlements in the “MDL Fees and Cost Funds. To the extent that counsel are not fully reimbursed by the MDL Cost Fund for costs and expenses incurred the representation of Pennsylvania clients who filed cases in the Unified Judicial System of Pennsylvania and executed Participation Agreements to participate in the J&J and Distributor Settlements, including costs for document review by contract attorneys, the Trust shall reimburse counsel for such costs and expenses from the opioid settlement funds held by the Trust. Cost and expense payments may not be funded from the Pennsylvania Opioid Fee Fund. With respect to the timing of cost and expense payments, the Trust shall pay counsel within a reasonably prompt time following the receipt of a request from counsel that complies with the terms of this Attorney Fee and Expense Order. To the extent assistance is requested from the Trust to further the purpose of this Attorney Fee and Expense Order, the Special Master is authorized to retain and utilize, under his supervision, accountants and/or other professionals and vendors, as necessary and appropriate, to assist in the administration and distribution of expenses.

VI. Miscellaneous

To prevent insolvency of the Pennsylvania Opioid Fee Fund, no award shall be made until all applications have been received and award amounts for each applicant are finalized.

BY THE COURT:

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: 1/24/2022
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. 1615 E. Boot Rd.

Staff Recommendation:

Staff has reviewed this project 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. 1615 E. Boot Rd.