

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
1580 Paoli Pike, 2nd Floor
Tuesday, February 15, 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 personnel and legal matters.
 - b. Office will be closed on Monday, February 21st in recognition of President's Day.
6. Public Hearings (7:10 PM to 7: 25 PM)
 - a. [Ordinance, resolution, and agreement approving collection procedures for unpaid municipal claims for delinquent accounts through Portnoff Law Associates.](#)
7. Emergency Services Reports (7:25 PM to 7:35 PM)
 - a. WEGO – Chief Brenda Bernot
 - b. [Goshen Fire Co – January Report](#)
 - c. [Malvern Fire Co – January Report](#)
 - d. [Good Fellowship – January Report](#)
 - e. Fire Marshal – Carmen Battavio
 - i. Discussion of hoarding concerns throughout the township from a safety standpoint.
8. [Financial Report – January 31, 2022](#) (7:35 PM to 7:45 PM)
9. Approval of Minutes and Treasurer's Report (7:45 PM to 7:50 PM)
 - a. [Minutes – January 25, 2022](#) (ABC Planning Session)
 - b. [Treasurer's Report - February 10, 2022](#)
10. Old Business
 - a. [Consider grant application for pickleball/tennis court construction.](#) (7:50 PM to 7:55 PM)
11. New Business
 - a. [Discussion on preliminary Paoli Pike Trail \(PPT\) Alternate Route proposal.](#) (7:55 PM to 8:15 PM)
 - b. [Discussion on West Whiteland's Comprehensive Plan Update.](#) (8:15 PM to 8:20 PM)
 - c. [Discussion of Hershey's Mill Villages request for trail spur to East Goshen Park through Alcott Circle.](#) (8:20 PM to 8:25 PM)
 - d. [Consider Community Day vendor approval.](#) (8:25 PM to 8:30 PM)
 - e. [Consider chemical and sign bids.](#) (8:30 PM to 8:35 PM)
 - f. [Consider air compressor replacement purchase.](#) (8:35 PM to 8:40 PM)
 - g. [Consider applying for funds through a new state grant program for upcoming infrastructure projects.](#) (8:40 PM to 8:50 PM)
 - h. [Preliminary discussion on re-funding debt.](#) (8:50 PM to 8:55 PM)
12. Any Other Matter

13. Public Comment (8:55 PM to 9:25 PM)
14. Liaison Reports - none
15. [Correspondence, Reports of Interest.](#)
16. Adjournment (9:30 PM)

Meetings & Dates of Importance

<i>Date</i>	<i>Meeting</i>	<i>Time</i>
February 21, 2022	President Day – Office Closed	-----
February 28, 2022	Sustainability Advisory Committee	7:00 pm
March 1, 2022	Board of Supervisors	7:00 pm
March 2, 2022	Planning Commission	7:00 pm
March 3, 2022	Park & Rec Commission	7:00 pm
March 9, 2022	Conservancy Board	7:00 pm
March 10, 2022	Pipeline Task Force	5:30 pm
March 10, 2022	Historical Commission	7:00 pm
March 14, 2022	Municipal Authority	7:00 pm
March 15, 2022	Board of Supervisors	7:00 pm
March 17, 2022	Futurist Committee	7:00 pm
March 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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Memo

To: Board of Supervisors
From: Dave Ware, Director of Finance
Re: Portnoff Law Associates, Ltd.
Date: February 9, 2022

In the interest of improving delinquent A/R for utility collections, staff has examined the opportunity for a specialized firm to assist the Township, discussing advantages with the Board of Supervisors in public meetings as the details of A/R legal cost savings became clear. In collaboration with our solicitor we have reviewed an Ordinance, Resolution, and Agreement with Portnoff Law Associates, Ltd. to collect delinquent Sewer and Refuse Accounts Receivable for East Goshen Township which staff recommends the Board of Supervisors of East Goshen Township accept. These three aforementioned documents are attached for your review and consideration.

DRAFT MOTION # 1: Madam Chair, I make the motion we adopt an 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 account.

DRAFT MOTION #2: Madam Chair, I make the motion we adopt resolution 2022-04 authorizing the township solicitor to petition the Chester County Court of Common Pleas to pursue alternative means of service of writs of scire facias on delinquent sewer and refuse accounts.

DRAFT MOTION # 3: Madam Chair, I make the motion we approve the agreement with Portnoff Law Associates, Ltd. for the collection of unpaid municipal claims on behalf of East Goshen Township.

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) <u>Collection Fees.</u>	
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.

ENACTED and ORDAINED this 15th day of February, 2022.

**BOARD OF SUPERVISORS
EAST GOSHEN TOWNSHIP**

Michele Truitt, Chair

John Hertzog, Vice Chair

Cody Bright, Member

Michael Lynch, Member

David E. Shuey, Member

ATTEST:

Derek J. Davis, Secretary

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2022-04

**A RESOLUTION AUTHORIZING THE TOWNSHIP SOLICITOR TO PETITION THE
CHESTER COUNTY COURT OF COMMON PLEAS TO PURSUE ALTERNATIVE
MEANS OF SERVICE OF WRITS OF SCIRE FACIAS ON DELINQUENT SEWER
AND REFUSE ACCOUNTS**

BE IT RESOLVED THAT the East Goshen Township Board of Supervisors hereby establishes the following collection procedures for delinquent sewer and refuse accounts.

1. Pursuant to the East Goshen Township Code (specifically Chapter 188 titled “Sewers” and Chapter 194 titled “Solid Waste”) all bills are due within forty-five (45) days of the date of the bill. If the quarterly bill is not paid by the forty-fifth (45th) day after the date of the bill, East Goshen (the “Township”) will send the property owner(s) a late notice and impose a penalty of 5% of the amount owed. When the forty-fifth (45th) day falls on either a weekend or holiday on which the Township building is closed, payments that are received before the close of the business the next business day immediately following the forty-fifth (45th) day shall be deemed to have been paid on time and no penalty shall be applied.

2. If the quarterly bill is not paid by the forty-fifth (45th) day after the date of the bill, the Township will impose a penalty at the rate of 5% of the amount owed and interest at the rate of 5/6 of 1% or a fraction thereof of arrears annualized at ten percent (10%) per year.

3. Bills will be mailed to the property owner(s) at the address on file with the Township for the property owner(s). Neither the failure of the Township to send a bill, nor a property owner’s failure to receive a bill, shall relieve a property owner of the obligation to pay the fee by its due date, or prevent the assessment of the penalty or any other charges on any amounts that are not timely paid. Property owners shall keep the Township informed of their current mailing address, and shall timely contact the Township to determine the amount outstanding in the event that a bill is not received.

4. Delinquent accounts will be collected pursuant to Township Ordinance 129A-2022.

ADOPTED, this 15th day of February, 2022.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Secretary

Michele Truitt, Chair

John Hertzog, Vice-Chair

Cody Bright, Member

Michael P. Lynch, Member

David E. Shuey, Member

**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; or
- (f) this Agreement is terminated by Township for failure of Portnoff to comply with its obligations under this Agreement.

In the event of the occurrence of any of the actions set forth in Sections 9(a) through 9(e) above, Township as soon as practicable (and in no event later than 45 days thereafter) 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 of an occurrence of the actions set forth in Section 9(f) above, the Township shall give Portnoff the opportunity to cure the default and, if still unsatisfied, the Township shall as soon as practicable (and in no event later than 45 days thereafter) 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.*, which will be provided by Portnoff solely to Township at no charge.

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 losses (including any loss directly attributable to any incurred Portnoff's Fees and Costs and/or Outside Attorneys' Fees), damages, claims, judgments, and costs of defense, including attorney fees, arising from any and all acts 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. This Section 16 shall survive and remain in full force and effect regardless of the termination of this Agreement or any provisions hereof.

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. Venue. Township and Portnoff agree that any dispute arising out of, or relating to, this Agreement, or the subject matter thereof, shall be heard by the Court of Common Pleas of Chester County.

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

Goshen Fire Company Monthly Operations Report

January 2022



Monthly Overview

We are now staffing a 3rd ambulance during peak periods to increase service to the community. This will also help to offset the impact of the county-wide healthcare crisis on EMS unit availability.

January was the busiest month for EMS calls in company history, due largely to increased responses in West Goshen, Westtown and Willistown, and covering out-of-district calls.

The Fire Crew responded to a number of building fires, CO incidents and accidents throughout the month.

Fire Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2022 Responses	YTD 2022 Manhours	YTD 2021 Responses	YOY Variance
East Goshen	14	29	14	29	15	-7%
West Goshen	18	70	18	70	6	200%
Westtown	6	6	6	6	4	50%
Willistown	6	39	6	39	3	100%
Other	6	25	6	25	4	50%
Total - Fire	50	169	50	169	32	56%

Fire Police Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2022 Responses	YTD 2022 Manhours	YTD 2021 Responses	YOY Variance
East Goshen	6	22	6	22	8	-25%
West Goshen	9	14	9	14	4	125%
Westtown	9	30	9	30	4	125%
Willistown	4	8	4	8	2	100%
Other	8	9	8	9	3	167%
Total - Fire Police	36	83	36	83	21	71%

EMS Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2022 Responses	YTD 2022 Manhours	YTD 2021 Responses	YOY Variance
East Goshen	164	264	164	264	164	0%
West Goshen	132	222	132	222	99	33%
Westtown	47	76	47	76	22	114%
Willistown	32	58	32	58	23	39%
Other	13	10	13	10	6	117%
Total - EMS	388	630	388	630	314	24%

Total Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2022 Responses	YTD 2022 Manhours	YTD 2021 Responses	YOY Variance
East Goshen	184	315	184	315	187	-2%
West Goshen	159	306	159	306	109	46%
Westtown	62	112	62	112	30	107%
Willistown	42	105	42	105	28	50%
Other	27	44	27	44	13	108%
Total - Goshen Fire Company	474	882	474	882	367	29%

Goshen Fire Company Monthly Operations Report January 2022



Monthly Updates

Key Indicators

Patients Treated	299	
Patients 65 and Over	225	75%
EMS Calls to Assisted Living and Retirement Facilities	150	43%
Automatic Fire/CO Alarms	20	40%

Major Incidents

Building Fire - Pembroke - 1130 WC Pike West Goshen	1/2/2022
Building Fire - 1104 Winterbridge La - Willistown	1/4/2022
CO Incident w/ victims - 1100 S Chester Rd - Westtown	1/4/2022
Aircraft Accident - Brandywine Airport - West Goshen	1/9/2022
Vehicle Accident w/Fire - 213 N Chester Rd -East Goshen	1/15/2022
Building Fire - 505 Todd Way - West Goshen	1/20/2022

Fundraising Activities

Annual EMS Subscription Drive	In progress
Annual Business Donation Drive	In progress
Awarded a \$15k grant from the state fire commissioner for fire hose.	2/1/2022

Personnel Updates

Added EMT's to staff 3rd ambulance during peak periods
--

Apparatus Updates

None



Goshen Fire Company Monthly Automatic Alarm Report

03-Feb-22

7:38:43 AM

DATE	ADDRESS	TOWNSHIP	INCIDENT TYPE	# Calls in 2022	# Calls Last 12 Mos.
1/1/2022	1631 HUNTERS CIR	East Goshen	743 - Smoke detector activation, no fire - unintentional	1	1
1/5/2022	1354 BOOT RD	East Goshen	745 - Alarm system activation, no fire - unintentional	2	2
1/5/2022	1354 BOOT RD	East Goshen	745 - Alarm system activation, no fire - unintentional	2	2
1/10/2022	662 RESERVOIR RD	East Goshen	736 - CO detector activation due to malfunction	1	1
1/10/2022	100 LINE RD	East Goshen	745 - Alarm system activation, no fire - unintentional	1	1
1/12/2022	1301 PAOLI PIKE	East Goshen	743 - Smoke detector activation, no fire - unintentional	2	2
1/12/2022	1301 PAOLI PIKE	East Goshen	743 - Smoke detector activation, no fire - unintentional	2	2
1/14/2022	1719 Clocktower DR	East Goshen	745 - Alarm system activation, no fire - unintentional	1	1
1/16/2022	1340 ENTERPRISE DR	East Goshen	735 - Alarm system sounded due to malfunction	1	2
1/28/2022	1030 HERSHEY MILL RD	East Goshen	743 - Smoke detector activation, no fire - unintentional	1	1
1/10/2022	337 STAGHORN WAY	West Goshen	743 - Smoke detector activation, no fire - unintentional	1	1
1/14/2022	346 GALWAY DR	West Goshen	743 - Smoke detector activation, no fire - unintentional	1	1
1/17/2022	450 ELLIS LN	West Goshen	743 - Smoke detector activation, no fire - unintentional	1	3
1/19/2022	1130 WEST CHESTER PIKE	West Goshen	741 - Sprinkler activation, no fire - unintentional	3	7
1/19/2022	629 EDGEWATER DR	West Goshen	735 - Alarm system sounded due to malfunction	1	1
1/26/2022	1130 WEST CHESTER PIKE	West Goshen	735 - Alarm system sounded due to malfunction	3	7
1/28/2022	1130 WEST CHESTER PIKE	West Goshen	745 - Alarm system activation, no fire - unintentional	3	7
1/11/2022	1500 CHARLES RD	Westtown	744 - Detector activation, no fire - unintentional	1	1
1/16/2022	3701 TALL OAKS LN	Willistown	735 - Alarm system sounded due to malfunction	1	1
1/31/2022	974 DELCHESTER RD	Willistown	745 - Alarm system activation, no fire - unintentional	1	1

20



Malvern Fire Company

424 East King Street
Malvern, PA 19355

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

East Goshen Township 2022 EMS Statistics

January:

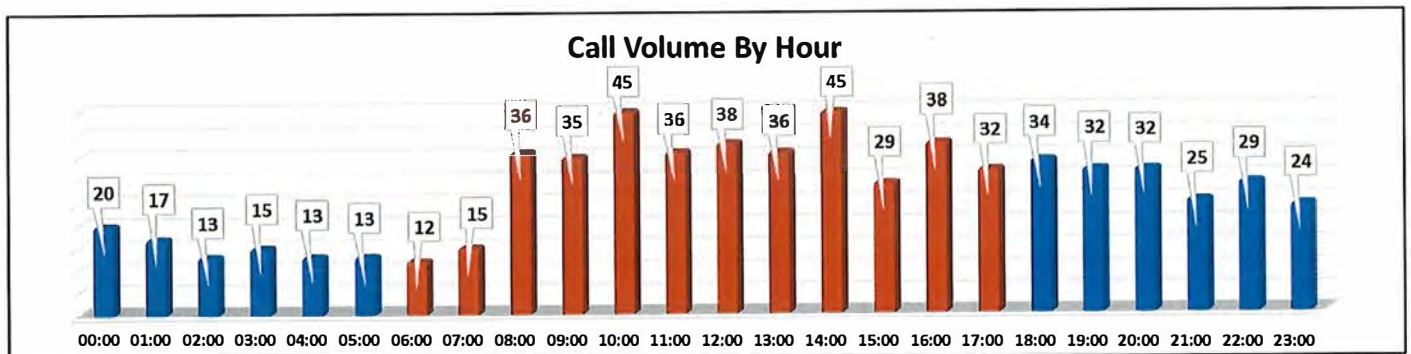
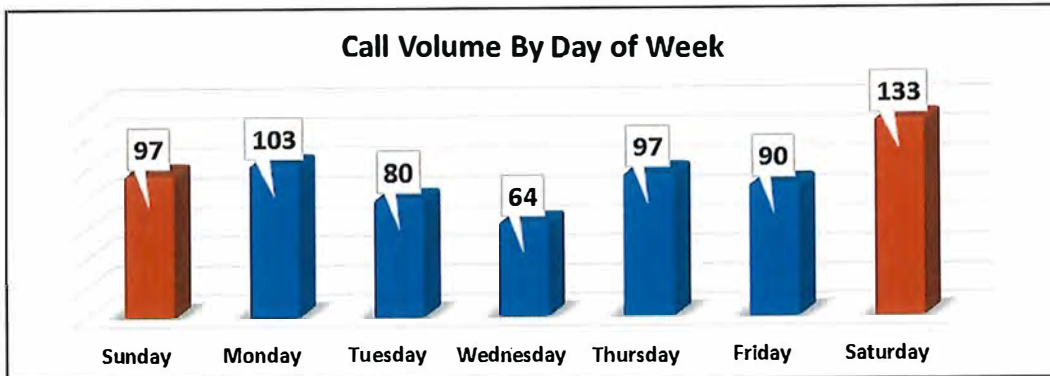
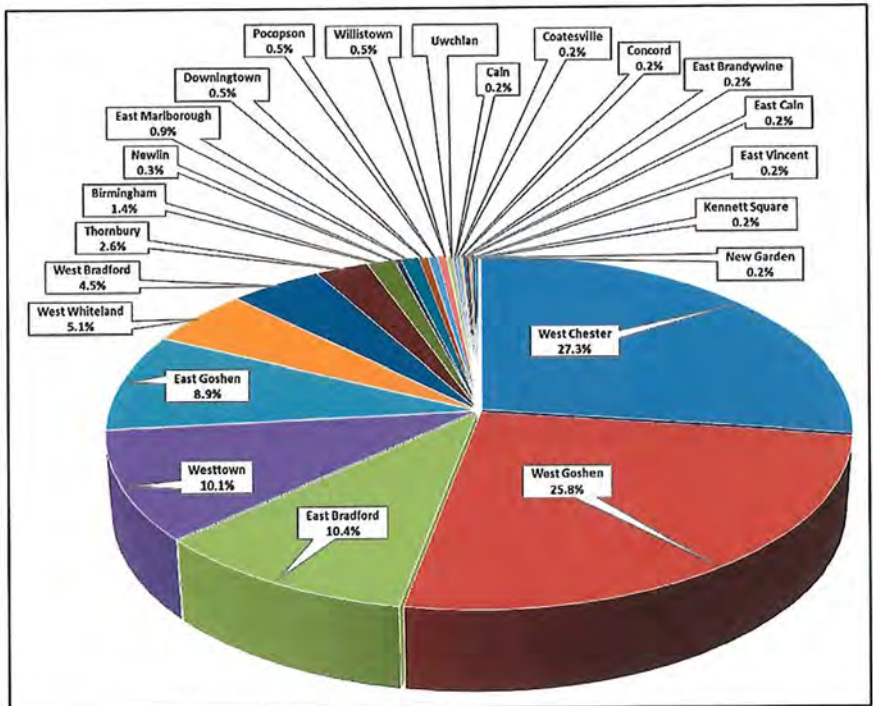
37 Calls; 10 BLS (7 Transports); 27 ALS (18 Transports)
0 Fire; 0 Auto Accidents; 36 Medical; 1 Relocate



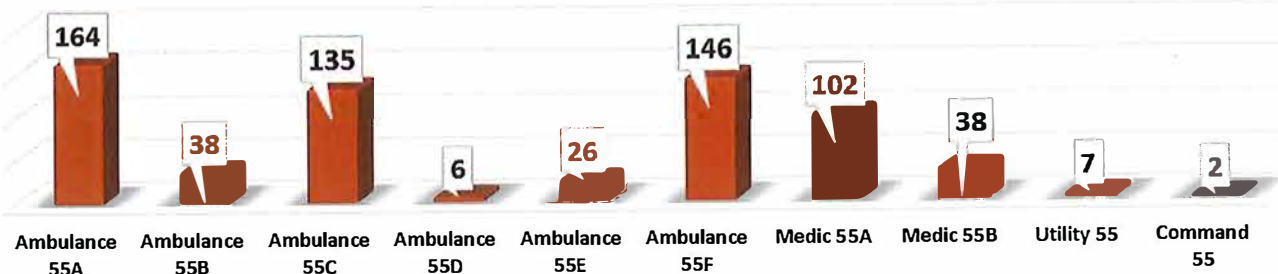
January 2022
OPERATIONS REPORT

CALL VOLUME

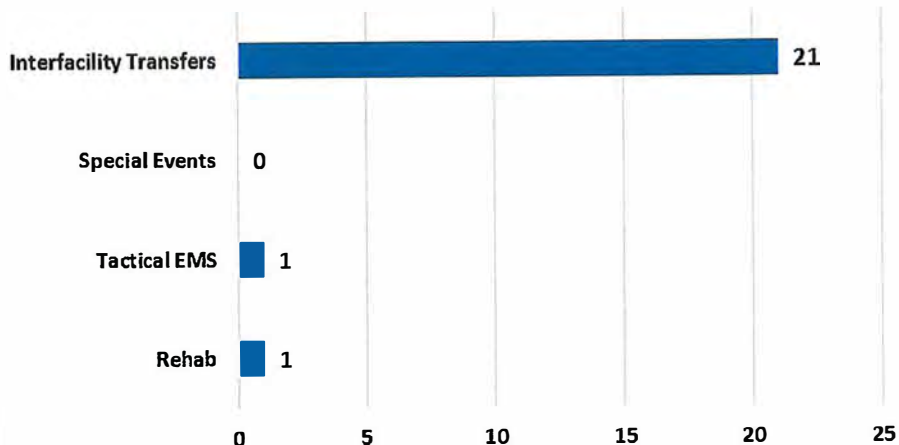
Municipality	Month	% of Calls	YTD
West Chester	181	27.3%	181
West Goshen	171	25.8%	171
East Bradford	69	10.4%	69
Westtown	67	10.1%	67
East Goshen	59	8.9%	59
West Whiteland	34	5.1%	34
West Bradford	30	4.5%	30
Thornbury	17	2.6%	17
Birmingham	9	1.4%	9
Newlin	2	0.3%	2
East Marlborough	6	0.9%	
Downingtown	3	0.5%	
Pocopson	3	0.5%	
Willistown	3	0.5%	
Uwchlan	2	0.3%	
Caln	1	0.2%	
Coatesville	1	0.2%	
Concord	1	0.2%	
East Brandywine	1	0.2%	
East Caln	1	0.2%	
East Vincent	1	0.2%	
Kennett Square	1	0.2%	
New Garden	1	0.2%	
	664		



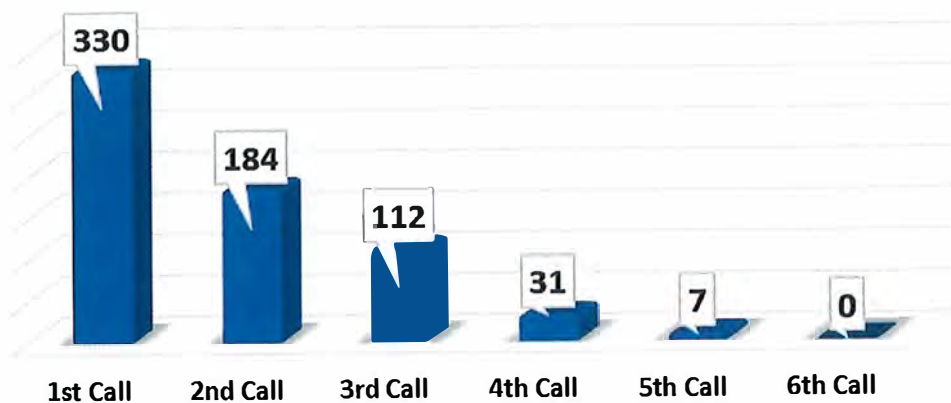
Call Volume By Vehicle



Interfacility Transports & Special Operations



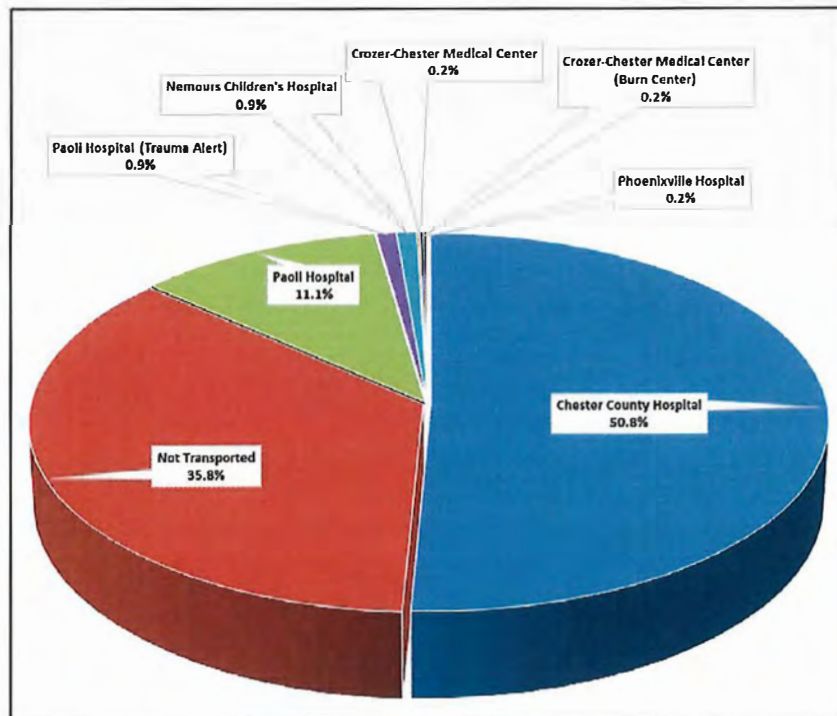
Call Sequence



HOSPITAL DESTINATION INFORMATION

Receiving Hospital	Total	%
Chester County Hospital	337	50.8%
Not Transported	238	35.8%
Paoli Hospital	74	11.1%
Paoli Hospital (Trauma Alert)	6	0.9%
Nemours Children's Hospital	6	0.9%
Crozer-Chester Medical Center	1	0.2%
Crozer-Chester Medical Center (Burn Center)	1	0.2%
Phoenixville Hospital	1	0.2%
	664	
Transported:	426	64.2%
Not Transported:	238	35.8%
	664	

Non-Transport Breakdown	
Refusal	63
Recalled Enroute	44
Recalled On Scene	72
No Services	32
Lift Assist	18
DOA	7
Released to BLS	2
External ALS Assist	0
	238



MISCELLANEOUS CALL INFORMATION

Average Times	
Dispatch To Enroute	01:26
Enroute To On Scene	06:52
On Scene Time	17:17
Transport Time	10:08
ER Wait Time	32:38
Dispatch To Available	53:26

Alcohol / Drug Suspicion		
	Total	%
Alcohol	34	5.1%
Alcohol and Drugs	7	1.1%
Drugs	7	1.1%
Total:	48	7.2%
Unknown / Unable to Determine	27	4.1%

Calls Covering Other Agencies	
Goshen Fire Co.	19
Longwood Fire Co.	10
Uwchlan Ambulance	10
Minquas Fire Co.	6
Malvern Fire Co.	4
Concordville Fire Co.	2
Friendship Fire Co.	1
TowerDIRECT	1
Washington Hose Co.	1
	54

Responses By Station	
Main Station (Station 55)	471
East Goshen (Station 155)	41
East Bradford (Station 255)	152

West Chester University Calls		
	Total	%
Total WCU Calls	10	1.5%
WCU Calls in West Chester	9	1.4%
WCU Calls in West Goshen	1	0.2%
WCU Calls in East Bradford	0	0.0%

Call Types		
BLS - Sick Person	94	14.2%
ALS - Respiratory Difficulty	78	11.7%
BLS - Fall / Lift Assist	72	10.8%
ALS - Cardiac Problems	53	8.0%
BLS - Injured Person	31	4.7%
BLS - Emotional Disorder	30	4.5%
ALS - Fall	26	3.9%
Accident - BLS	24	3.6%
ALS - CVA/Stroke	18	2.7%
ALS - Unresponsive Person	18	2.7%
BLS - Abdominal Pain	18	2.7%
EMS - Stand By - Fire	18	2.7%
ALS - Seizures	14	2.1%
ALS - Abdominal Pain	13	2.0%
ALS - Hypotension	13	2.0%
BLS - Hemorrhaging	13	2.0%
ALS - Syncope	12	1.8%
BLS - Overdose	12	1.8%
ALS - Hemorrhaging	11	1.7%
ALS - Cardiac/Resp Arrest	10	1.5%
ALS - Overdose	8	1.2%
ALS - Emotional Disorder	7	1.1%
ALS - Unconscious Person	6	0.9%
Accident - Entrapment	6	0.9%
Alarm - BLS Medical	6	0.9%
Accident - ALS	5	0.8%
BLS - Syncope	5	0.8%
ALS - Back Pain	4	0.6%
ALS - Choking	4	0.6%
ALS - Diabetic Emergency	3	0.5%
ALS - Injured Person	3	0.5%
BLS - Assault w/Injury	3	0.5%
BLS - Back Pain	3	0.5%
BLS - Exposure to Heat/Cold	3	0.5%
ALS - Allergic/Med Reaction	2	0.3%
Accident - Involving Fire	2	0.3%
Accident - Pedestrian	2	0.3%
BLS - DOA	2	0.3%
BLS - Seizures	2	0.3%
EMS - Stand By - Event	2	0.3%
ALS - Assault w/Injury	1	0.2%
ALS - Burns - Misc	1	0.2%
ALS - Shooting	1	0.2%
Alarm - Carbon Monoxide	1	0.2%
BLS - Allergic/Med Reaction	1	0.2%
BLS - Maternity/Labor Pain	1	0.2%
BLS - Unknown Nature	1	0.2%
Fire - Hazmat	1	0.2%
	664	

Memo

To: Board of Supervisors
From: Dave Ware
Re: December 2021 Financial Report
Date: February 10, 2022

As of January 31st, net of pass throughs, the general fund had revenues of \$469,266 and expenses of \$792,875 for a deficit of \$323,609. As of January 31st, the general fund balance was \$5,369,078.

Higher actual EIT commission expense and volunteer firefighter workman's compensation was offset by lower than budgeted tree removal, snow materials, and park maintenance costs.

Actual revenue finished 72% higher than budget and 76% higher than prior year driven by E.I.T. collections as well as commercial and residential real estate transfers.

2021 Audit

The audit has concluded and no issues were found. Thanks to Chris, Barb, Kelly, and Susan for helping make it a smooth and relatively painless process!

Other funds

- The **State Liquid Fuels Fund** had \$130 in revenues and \$0 in expenses. The fund balance is \$130.
- The **Capital Reserve Fund** had \$58,266 in revenues and \$58,923 expenses. The fund balance was \$4,872,628.
- The **Transportation Fund** had \$46 in revenues and \$152,161 in expenses. The fund balance was \$458,238.
- The **Sewer Operating Fund** had \$378,682 in revenues and \$202,535 in expenses. The fund balance was \$1,197,276.
- The **Refuse Fund** had \$155,063 in revenues and \$102,676 in expenses. The fund balance was \$547,198.
- The **Bond Fund** had \$48 in revenues and \$7,007 in expenses. The fund balance was \$2,780,948.
- The **Sewer Capital Reserve Fund** had \$63 in revenues and \$18,986 in expenses. The fund balance is \$2,342,229.
- The **Operating Reserve Fund** had \$71 in revenues and \$0 in expenses. The fund balance is \$2,784,959.
- The **ARPA Fund** had \$8 in revenues and \$0 in expenses. The fund balance is \$914,672.
- The **Infrastructure Sustainability Fund** had \$0 in revenues and \$0 in expenses. The fund balance is \$339,058.

MONTH END FUND BALANCE REPORT
ALL FUNDS JANUARY, 2022

* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

	GENERAL FUND*	LIQUID FUELS STATE FUND	CAP RESV FUND	TRANSPORT. FUND	SEWER OP. FUND	REFUSE FUND	SEWER CAP RESV FUND	OPERATING RESERVE	INFRASTRUCTURE SUSTAIN	TOWNSHIP FUNDS	MUNICIPAL AUTHORITY	BOND FUND	ARPA FUND
01/01/22 BEGINNING BALANCE	\$5,739,288	\$130	\$4,873,286	\$610,352	\$1,021,128	\$494,811	\$2,361,152	\$2,784,888	\$339,058	\$18,224,092	\$11,620	\$2,787,907	\$914,664
RECEIPTS													
310 TAXES	\$437,393	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$437,393	\$0	\$0	\$0
320 LICENSES & PERMITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
330 FINES & FORFEITS	\$9,069	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,069	\$0	\$0	\$0
340 INTERESTS & RENTS	\$7,746	\$0	\$135	\$46	\$25	\$9	\$63	\$71	\$0	\$8,095	\$0	\$48	\$8
350 INTERGOVERNMENTAL	\$0	\$0	\$58,131	\$0	\$0	\$0	\$0	\$0	\$0	\$58,131	\$0	\$0	\$0
360 CHARGES FOR SERVICES	\$23,201	\$0	\$0	\$0	\$378,657	\$155,055	\$0	\$0	\$0	\$556,913	\$0	\$0	\$0
380 MISCELLANEOUS REVENUES	\$3,993	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,993	\$0	\$0	\$0
390 OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,483	\$0	\$0
	\$481,402	\$0	\$58,266	\$46	\$378,682	\$155,063	\$63	\$71	\$0	\$1,073,594	\$24,483	\$48	\$8
EXPENDITURES													
400 GENERAL GOVERNMENT	\$112,646	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$112,646	\$0	\$0	\$0
410 PUBLIC SAFETY	\$599,585	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$599,585	\$0	\$0	\$0
420 HEALTH & WELFARE	\$10,843	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,843	\$0	\$0	\$0
426 SANITATION & REFUSE	\$0	\$0	\$0	\$0	\$174,748	\$102,676	\$0	\$0	\$0	\$277,424	\$27,399	\$0	\$0
430 HIGHWAYS,ROADS & STREETS	\$122,132	\$0	\$0	\$152,161	\$0	\$0	\$0	\$0	\$0	\$274,292	\$0	\$0	\$0
450 CULTURE-RECREATION	\$20,106	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,106	\$0	\$7,007	\$0
460 CONSERVATION & DEVELOPMENT	\$0	\$0	\$58,808	\$0	\$0	\$0	\$0	\$0	\$0	\$58,808	\$0	\$0	\$0
470 DEBT SERVICE	\$2,726	\$0	\$0	\$0	\$22,290	\$0	\$0	\$0	\$0	\$25,016	\$0	\$0	\$0
480 MISCELLANEOUS EXPENDITURES	\$85,219	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,219	\$0	\$0	\$0
490 OTHER FINANCING USES	\$0	\$0	\$115	\$0	\$5,497	\$0	\$18,986	\$0	\$0	\$24,598	\$0	\$0	\$0
	\$953,257	\$0	\$58,923	\$152,161	\$202,535	\$102,676	\$18,986	\$0	\$0	\$1,488,538	\$27,399	\$7,007	\$0
2022 SURPLUS/(DEFICIT)	(\$471,855)	\$0	(\$657)	(\$152,114)	\$176,147	\$52,387	(\$18,923)	\$71	\$0	(\$414,944)	(\$2,915)	(\$6,960)	\$8
CLEARING ACCOUNT ADJUSTMENTS	\$101,645												
01/31/22 ENDING BALANCE	\$5,369,078	\$130	\$4,872,628	\$458,238	\$1,197,276	\$547,198	\$2,342,229	\$2,784,959	\$339,058	\$17,910,793	\$8,704	\$2,780,948	\$914,672

EAST GOSHEN TOWNSHIP

Variance Detail Report

As of January, 2022

GENERAL FUND

	MTD Pr Yr	MTD Budget	MTD Actual	Versus Budget	Comments on MTD Variance
				Favorable/ (Unfavorable)	
REVENUES					
LOCAL ENABLING TAXES SUBTOTAL	224,901	198,695	427,685	228,990	EIT and RE Transfer
LICENSE & PERMITS SUBTOTAL	90	35	0	(35)	
FINES SUBTOTAL	1,922	2,211	9,069	6,858	Wellington fines paid
INTEREST EARNINGS SUBTOTAL	(229)	(292)	182	474	
RENTS SUBTOTAL	9,315	9,463	7,564	(1,899)	2 mths paid in 2021 (WEGO)
STATE SHARED REVENUE & ENTITLEMENT SUBTOTAL	1,498	1,554	0	(1,554)	
GENERAL GOVERNMENT SUBTOTAL	1,759	2,960	2,176	(785)	
PUBLIC SAFETY SUBTOTAL	19,063	15,828	12,895	(2,933)	\$2K lower building permits
HIGHWAY & STREETS SUBTOTAL	0	413	0	(413)	
CULTURE & RECREATION SUBTOTAL	2,620	12,260	8,130	(4,130)	Timing of trips vs budget
MISCELLANEOUS REVENUE SUBTOTAL	4,938	30,417	1,565	(28,852)	No insurance proceeds rcd
INTERFUND OPERATING TRANSFERS SUBTOTAL	0	0	0	0	
TOTAL REVENUES	265,877	273,543	469,266	195,723	
EXPENSES					
GENERAL GOVERNMENT SUBTOTAL	68,285	61,599	61,346	253	
TAX COLLECTION SUBTOTAL	7,563	7,224	14,842	(7,619)	Higher EIT vs budget
GENERAL GOVERNMENT BLDG & PLANT SUBTOTAL	21,079	25,336	26,750	(1,414)	
PUBLIC SAFETY SUBTOTAL	442,488	432,405	435,637	(3,232)	Volunteer FF Worker Comp
PLANNING & ZONING SUBTOTAL	27,339	28,090	26,162	1,928	
RECYCLING SUBTOTAL	0	0	0	0	
PUBLIC WORKS - SANITATION SUBTOTAL	25,693	17,217	17,465	(248)	
PUBLIC WORKS - HWYS ROADS & STREETS SUBTOTAL	117,142	118,695	115,509	3,186	
PARTICIPANT RECREATION SUBTOTAL	9,559	9,904	10,328	(424)	
PARKS SUBTOTAL	10,417	13,251	9,778	3,473	
CONSERVATION & DEVELOPMENT SUBTOTAL	0	0	0	0	
HISTORICAL SUBTOTAL	21	53	0	53	
DEBT SERVICE SUBTOTAL	4,095	2,686	2,726	(40)	
PENSION FUND CONTRIBUTION SUBTOTAL	0	18,900	18,900	0	
INSURANCE PREMIUMS SUBTOTAL	86,721	35,059	33,535	1,523	
EMPLOYEE BENEFITS SUBTOTAL	19,799	21,008	19,896	1,112	
INTERFUND TRANSFERS SUBTOTAL	0	0	0	0	
TOTAL EXPENSES	840,202	791,426	792,875	(1,449)	
RESULTS FROM OPERATIONS	(574,325)	(517,883)	(323,609)	194,273	

1 EAST GOSHEN TOWNSHIP
2 BOARD OF SUPERVISORS
3 Annual Planning Session
4 Tuesday, January 25, 2022
5

6 The Board of Supervisors held their Annual Planning Session with the Township ABCs on
7 Tuesday January 25, 2022 at 6:30 pm. Because of COVID-19 restrictions, only the person making the
8 presentation could attend in person. Board of Supervisors present: Michele Truitt, Chairman; John
9 Hertzog, Vice Chairman; David Shuey, Michael Lynch and Cody Bright. Township staff present: Dave
10 Ware, Finance Director; Mark Miller, Director of Public Works; Mark Gordon, Zoning Officer; and Jason
11 Lang, Director of Park and Recreation.

12
13 Michele Truitt called the meeting to order at 6:30 pm and led the Pledge of Allegiance. She
14 asked for a moment of silence to remember those who passed due to COVID, our police, fire
15 fighters, EMS, and healthcare providers. She asked if anyone would be recording the meeting.
16 There was no response.

17
18 Michele explained the procedure for this meeting. Each ABC will have only one member
19 present and that will be the presenter of their 2021 Accomplishments/2022 Goals report.
20

21 **1. Historical Commission** - Ted Roberts, Chairman, mentioned that in November a resident
22 who owns the Price farm had a company come to do some work. In the process they found a
23 ring, 1930 West Chester High School. It was inscribed with BEP. They reached out to the
24 Historical Society and found out that the owner of the ring was Bertha Elizabeth Price. They
25 were able to find her daughter Nancy and give her the ring. Ted showed a video of this process.
26 Ted will be the Chairman of the Historical Commission for 2022. He reviewed their
27 Accomplishments for 2021/Goals for 2022. (See the attached report.)
28

29 **Comments:** Michele thanked him for volunteering which is very important. The BOS is
30 considering combining some of the ABCs because of the amount of time involved in attending
31 the meetings. She asked about ideas for more Christmas ornaments. Ted commented that
32 they found that the ornaments sell best at holiday events.

33 Michael commented about the number of meetings they held and the vacancies on the
34 Commission. He suggested reaching out to owners of other historic properties.
35 John pointed out how important the pdf files would be. He would like to see more photos.
36 Michael commented that he couldn't find anything in the Township records about the
37 formation of the Historical Commission. Michele mentioned that Derek Davis is checking out
38 when each ABC was formed.
39

40 **2. Municipal Authority – Walter** Wujcik, Chairman. Walter will be the Chairman for 2022. He
41 acknowledged the other members of the Authority, and staff members and firms that help with
42 the operation of the Ridley Creek Sewer Treatment Plant. He reviewed the 2021
43 Accomplishments/2022 Goals of the Authority. (See attached report)

1 Comments: Walter commented that the RCSTP treats about 750kg/d of sewage. Also, East
2 Goshen is responsible for 1/6 of the sewage treated at the West Goshen STP.
3 David Shuey commented about the upgrades at the Westtown Way PS and the meetings they
4 had in order to negotiate the costs. Mark Miller gave more information about the new
5 equipment that is needed. John spoke about the costs of the 2 current projects. Dave Ware
6 mentioned how these costs will be covered.
7 Michael commented that the Municipal Authority is to look over environmental issues. He
8 mentioned the areas in the Township that still have on-site sewage treatment. The MA is
9 having a sewer expansion study done for the BOS to review.
10 Sewer rates were discussed. Walter mentioned that East Goshen is in the median for Chester
11 County.
12 Michele asked Walter to give an update in 2 months.

13
14
15 **3. Park and Recreation Commission** – Jason Lang Director of Park and Recreation. Jason
16 mentioned that Dan Leicht was Chairman for the past 2 years. Debbie Snyder will be the new
17 Chairman and Eric Tobin will be the Vice Chairman. He reviewed the 2021
18 Accomplishments/2022 Goals report. (See attached report)

19
20 Comments: Jason spoke about the huge success of the Toy collection they had this Christmas.
21 He also told everyone to mark August 15th on their 2022 calendar. There will be a big surprise
22 at the East Goshen Park. It will be the coolest thing ever!!!!
23 John mentioned that he feels we don't serve the residents in the southern part of the
24 Township. There is a small park there.
25 Michele feels we need to do more for children with disabilities.
26 Jason mentioned that there is a bench in the back of the meeting room. It was made from
27 plastic bags and will be placed in the park.

28
29
30 **4. Pipeline Task Force** – Bill Wegemann, Vice Chairman. Bill commented that he is not “pro” or
31 “anti” pipeline. He reviewed their 2021 Accomplishments/2022 Goals. (See attached report)

32
33 Comments: Bill mentioned that #5 under 2021 Accomplishments after 6 months of
34 investigation everything is ok. And under #8, he thanked the Planning Commission for all of the
35 assistance they gave.
36 Bill pointed out that Michele Truitt went to Houston Texas to meet with pipeline
37 representatives. Michele spoke about her visit.
38 Bill thanked Christina and Caroline for their work on ordinances. He mentioned that there is no
39 organization to oversee pipeline actions. Emergency services is very important. An evacuation
40 plan is a must.
41 Michael mentioned that all of their goals have safety in common.

42
43

1 **4. Planning Commission** – John Stipe, Vice Chairman. John reviewed the Commission’s 2021
2 Accomplishments and 2022 Goals report. (See attached report)

3 Comments: Michele will review the Comprehensive Plan Objectives for the Planning
4 Commission.
5
6

7 **5. Sustainability Advisory Commission** – Christi Supple, Chairman. Christi mentioned that the
8 SAC helps maintain the environment. She spoke about all the members and the work they have
9 done. She reviewed their 2021 Accomplishments/2022 Goals report. (See attached report)
10

11 Comments: Christi mentioned that they collected 500 lbs. of plastic which was used to make
12 the bench Jason mentioned to be added for seating in the park. She showed a green bag with
13 the SAC logo on it made from recycled materials. She reminded everyone that they will be
14 holding a Sustainability Expo in late April. She mentioned the groups that the members worked
15 with.

16 Michele spoke about recycling metal pieces.

17 Christi mentioned that they may rename the Commission to the Environmental Advisory
18 Commission.

19 Cody commented that he liked the “What I can and can’t Recycle” game. He also wants to get a
20 lidded recycle bin. Christi mentioned that there is a grant of 90% to help with the cost of lidded
21 bins.
22
23

24 **6. Conservancy Board** – Sandy Snyder, Chairman. Sandy mentioned that she has been a
25 member of the Conservancy Board for 14 years. She thanked Mark Miller, Jason Lang, and
26 Mark Gordon for all of the support they give to the board. The Board couldn’t do what they do
27 without them. Sandy reviewed their 2021 Accomplishments/2022 Goals report. (See attached
28 report).
29

30 Comments: Sandy mentioned that the 2021 Keep East Goshen Beautiful Day was the best
31 ever!! She thinks people wanted to get out of their houses. She spoke about doing KEGBD
32 more than once a year.

33 There was discussion about the Blue Bird Houses in the park. Sandy commented that in early
34 March they are cleaned out. Also, there are bat houses in the park which are important with
35 the control of mosquitoes. David mentioned that there is a place in Vt where 100 Blue Bird
36 houses are painted different bright colors.

37 Regarding the Tree City USA designation, Sandy commented that the Conservancy Board will do
38 anything that is required to obtain this designation.

39 Mark Gordon mentioned that he identified 5 areas along the Paoli Pike Trail for trees. He also
40 spoke about the Willistown Conservancy Trust which is doing water studies of the streams and
41 filling riparian buffers. He recommends contacting them when buffer work needs to be done.
42

1 **7. Futurists Committee** – Thomas Kilburn, Chairman – Tom acknowledged the Township staff
2 particularly Dave Ware and Susan D’Amore for their help. He reviewed their 2021
3 Accomplishments/2022 Goals report. (See attached report)

4
5 Comments: Tom spoke about the resident survey and acknowledged Michele’s suggestion a
6 few years ago. David mentioned that Willistown did a survey and got a 40% response. How can
7 we improve the response? Tom commented that we would probably get a better response if
8 we mail the survey to the residents.
9 There was discussion about doing a paper newsletter.

10
11
12

13 **Adjournment**

14 There being no further business John moved to adjourn the meeting. Michael seconded the
15 motion. The meeting was adjourned at 9:15 pm.

16
17
18
19

20 Ruth Kiefer, Recording Secretary

21
22

**EAST GOSHEN TOWNSHIP
HISTORICAL COMMISSION MEETING**

ACCOMPLISHMENT:

- The main accomplishment for 2021 is review of the Malvern Institute plan.

GOALS

- Get back to 7 members and help Ed present his properties history to Chester County.

East Goshen Municipal Authority

- **Authority Members**

- Walter Wujcik, Chairman 2025
- Kevin Cummings, Vice Chairman 2026
- Phil Mayer, Treasurer 2024
- Dana Pizarro, Secretary 2026
- Jack Yahraes, Assistant Secretary/Treasurer 2023
- Mark Miller, Public Works Director
- Mike Lynch, BOS Liaison
- David Ware, Staff Liaison
- Pennoni Associates (Michael Ellis), Engineer
- Patrick M. McKenna, Esq. (Robert Jefferson, Esq.) – Gawthrop Greenwood
- Maillie – Accounting Firm
- Big Fish Environmental (Scott Towler) – RCSTP O&M

- The Municipal Authority, which is a legally separate entity from the Township, is responsible for financing the construction, expansion, monitoring, and upgrade of the Township's sewage collection and treatment infrastructure
- Beginning in 2019, all sewer capital purchases are made through the Municipal Authority, with transfers from the Sewer Operating Fund for both general operating costs and new capital assets and from the Sewer Capital Reserve for replacement capital assets. Previously, only the MA's operating costs and selected capital expenses were borne by the Municipal Authority.

- **2021 GOALS AND ACCOMPLISHMENTS**

- **Continue to monitor the upgrades at West Goshen Sewer Treatment Plant (STP).** Members to attend West Goshen Sewer Authority (WGSA) meetings. MA members attended most meetings. Monitoring of EGT share by Finance Directors. Original EGT share estimated at \$4.2 million of total construction cost estimate (CCE) of \$25.5 million from April 2017. Current EGT share is \$5.4 million (includes a 10% contingency) of total construction cost estimate (CCE) of \$26.7 million. Change orders on the headworks, anaerobic digester, chemical, phosphorus removal treatment units drove most of the construction cost increase.
- **Continue to monitor the upgrades at Westtown Way Pumping Station** – EGT share initially estimated at \$1.17 million of total construction cost estimate (CCE) of \$2.16

million in April 2017. Significant ongoing monitoring of design and construction cost estimates undertaken in 2021. Upgrades will completely replace all mechanical, electrical, instrumentation and HVAC from original construction in the late 1970s. In March 2021, an updated total CCE of \$3.67 million provided by WGSA with EGT share at \$2.00 million. A series of face-to-face meetings involving the MA members, the Director of Public Works, Pennoni engineers, the Finance Directors, and Township Managers with WGSA members and staff occurred between March and July. A value-engineered solution with a new total CCE of \$2.71 million, with an EGT share of \$1.49 million was reached in July 2021. The low bid of \$2.52 million was accepted in October 2021; EGT share at \$1.38 million; EGT budgeting 10% for potential change orders. Grant funding was pursued in parallel to these efforts, but these efforts were not successful. Estimated EGT share of WGSA construction administration and inspection is estimated at \$55,000.

- **The Supervisors have allocated \$914,000 of American Rescue Plan Act (ARPA) funds received to this project.**
- **Continue to implement the Inflow & Infiltration (I&I) Plan for the Sewer System – on-going**
 - Asset Management Program / Indicator of Pipe Structural issues/ Ridley Creek & Chester Creek systems
 - Public Works provided 3,970 man-hours of service to MA
 - Completed 80,400 feet of cleaning and televising
 - Significant repairs to remove 75,000 to 100,000 gallons of Inflow/ Infiltration (I&I)
- **Continue to operate the Sewer Treatment Plant in compliance with PADEP permit requirements - MET MONTHLY PERMIT REQUIREMENTS ALL YEAR.**
- **Hershey Mill Estates Trunk Sewer Replacement – Emergency**
 - Field Investigations Completed – Topographic and property boundary surveys; wetland delineation and bog turtle investigation reports; geotechnical programs; TV inspections of piping; and manhole inspections.
 - Permit Applications for Construction - Obtained USFWS clearance for “no impacts to bog turtles” and no time of year work restrictions; conducted waterway impact permit pre-application meeting with PADEP and USACE; planning to submit General Permit GP-11 “Water Encroachments” permit application to DEP in January.
 - Construction Bid documents 95% complete; anticipate bidding in mid-spring 2022 upon receipt of necessary permits; targeting construction in summer 2022.

- **The Supervisors have allocated \$950,000 of American Rescue Plan Act (ARPA) funds received to this project, which has a projected construction cost of \$1,456,000.**
- **Implement Planned Projects Program**
 - **Ridley Creek Sewer Treatment Plant**
 - Caustic Soda Project to improve worker safety and efficiency at the plant. - **\$37,000**; [Total cost \$190,000; Received \$153,000 DCED grant]; Anticipated start date was Spring 2021. Deferred pending system modifications required by chemical supplier. Final plans completed and out for pricing.
 - Influent Flow Meter Replacement - **\$42,000**, Study and design have been completed, and vendor quotes were obtained in summer 2021.
 - Filter Feed Pump - **\$18,000 deferral from 2020**
 - **Pump Stations**
 - Hunt Country Pump Station Mag Meter - \$15,000 deferral from 2019 - **deferred for potential grant funding**
 - Hunt County Pump Station Muffin Monster - \$67,000 deferral from 2019 -**deferred for potential grant funding**
 - Hunt Country Pump Station Bypass Pump Connection- \$5,000 carryover from 2019 - **deferred for potential grant funding**
 - **Sewer System-**
 - Three (3) New Ridley Creek Collection System Permanent Flow Meters - deferral from 2019
 - Hibberd Lane Meter - **construction completed and online.**
 - Other 2 meters (\$40,000 each) – **deferred to 2022 and 2023**
- **Other Items of Note**
 - **UV Disinfection System Replacement – Critical Need**
 - Existing system replacement UV bulbs are not available since the installed proprietary system is no longer manufactured. System was installed in 2010.
 - Investigation of alternate systems was undertaken regarding scoping, and approach to maintenance of disinfection process during construction, pricing, contractual terms and field visits to other STP installations. Three vendors provided initial cost quotes and designs; currently awaiting supplemental electrician installation quotes.

Replacement cost is projected to be \$125,000 to \$250,000. **Current budget amount is \$125,000.** Costs above \$125,000 to be covered by the transfer from Sewer Capital funds.

- **Sewer Extension Study**
 - Discussion of sewer extensions to areas served by on-lot disposal systems (OLDS) deferred from June 2020. At that time, open grants with 50% match through PA DCEDs Sewage Facility Program for Act 537 Planning were available. Last Act 537 update was 2007.
 - Adopted 2015 Comprehensive Plan – Utilities Plan identified the strategy of the MA to maintain its role in evaluating unsewered areas.
 - A limited study was completed in November 2021 for public sewer extension to unsewered areas with opinions of probable costs for consideration by the MA and subject property owners.
 - Guidance - Estimated OLDS replacement system costs have been significantly increasing to the \$30,000 to \$40,000 range.
 - **NPDES Permit Renewal** – Application submitted to PADEP in November 2021. Comprehensive influent and effluent sampling conducted.
 - **Supplee Valley Sewer Pipe Lining** – estimated \$250,000 – funding through \$130,000 deferral from 2021 and \$130,000 allocation for 2022; study and scoping have been completed. Bid documents will be prepared in 2022.
- **2022 GOALS**
 - **Continue to monitor the Close-out of the West Goshen Sewer Treatment Plant (STP) Upgrades.** Members to attend West Goshen Sewer Authority (WGSA) meetings as necessary.
 - **Continue to monitor the Westtown Way Pumping Station Improvements Project.** Members to attend West Goshen Sewer Authority (WGSA) meetings as necessary.
 - **Continue to implement the Inflow & Infiltration (I&I) Plan for the Sewer System – on-going**
 - Asset Management Program / Indicator of Pipe Structural issues/ Ridley Creek & Chester Creek systems
 - In concert with Public Works Cleaning & Televising
 - **Continue to operate the Ridley Creek Sewer Treatment Plant in compliance with PADEP permit requirements**

- **Sewer Extension Study**
 - Based on further interest of BOS, further evaluate current costs for OLDS replacement system costs with contractor and homeowner input and potential grant or funding sources.
 - Conduct survey of subject property owners in OLDS areas regarding level of interest and any recent OLDS installation costs.
- **Hershey Mill Estates Trunk Sewer Replacement – \$1,456,000**
 - Permit Applications for Construction - Pending agency permit issuance.
 - Complete Construction Bid documents; anticipate bidding in mid-spring 2022 upon receipt of necessary permits; targeting construction in summer 2022.
- **Implement Planned Projects Program**
 - **Ridley Creek Sewer Treatment Plant (RCSTP)**
 - UV System Replacement - \$125,000
 - Caustic Soda Project to improve worker safety and efficiency at the plant. - \$37,000; [\$190,000; Received \$153,000 DCED grant];
 - Influent Flow Meter - \$42,000
 - Filter Feed Pump (Centrifuge Rebuild) - \$18,000 deferral from 2020
 - **Pump Stations**
 - Hunt Country Pump Station Bypass Pump Connection- \$5,000 carryover from 2019
 - Hunt Country Pump Station Mag Meter - \$15,000 deferral from 2019 - deferred for potential grant funding
 - Hunt County Pump Station Muffin Monster - \$67,000 deferral from 2019 -deferred for potential grant funding
 - **Sewer System-**
 - Two (2) New Ridley Creek Collection System Permanent Flow Meters to assess I&I - deferral from 2019
 - Line Road and Blacksmith Shop meters (\$40,000 each) – one in 2022 and one in 2023
- **Supplee Valley Sewer Pipe Lining – estimated \$250,000 – funding through \$130,000 deferral from 2021 and \$130,000 allocation for 2022; Bid documents will be prepared in 2022.**

2022 ABC Kickoff Meeting - Park Commission

2022 Goals

- ⇒ Stay flexible and connected to the community through pandemic proof programming.
- ⇒ On board new Recreation Program Coordinator successfully
 - Support current programs, identify targets of opportunity (senior, toddler, weekend)
- ⇒ Implement plan for 2022 Full Day summer camp program at East Goshen Elementary (PROS).
- ⇒ Offer nature focused programming—EGT Young Beekeepers and Nature Warriors programs (PROS).
- ⇒ Fellow ABCs—consider yourself challenged at this year's Pumpkin Festival!!!
- ⇒ Explore idea to bring back farmers market in some capacity
- ⇒ Add wind screens and center divider to pickle ball
- ⇒ Create Stones league



2021 Accomplishments

- Hosted all EGTPR traditional programs with pandemic safety measures in place
- Bees by the Blacksmith Shop opened in partnership with Bellingham, Carmen B's Honey and received \$2,500 Keep PA Beautiful for youth/adult bee education
- Partnered with WCU to host Carnival of Ruin
- Partnered with Chesco Art Assoc to host inaugural Art Walk
- Teen Filmmakers Showcase had 2500 global submissions, hosts 19 local teen filmmakers and family and Movie Tavern Exton
- 2021 camp program ~ 400 slots sold out in two days
- Strengthened relationship with Friends of East Goshen—Reindeer meet and greet smash success
- Introduced ABCs to Township residents via pop up Toddler Trick or Treat
- Named NRPA Gold Medal Finalist community again, first in Pennsylvania.



**East Goshen Township Pipeline Task Force
2021 Accomplishments**

1. Redefined Pipeline Task Force Purpose and Mission Statement.
2. Achieved full staffing of Task Force with seven members.
3. Established liaisons with other East Goshen Township ABCs.
4. Continued outreach and relationship building with State Representative Dianne Herrin and State Senator Carolyn Comitta.
5. Investigated HDD 521 Subsidence utilizing a professional geologist (Dr. Ira Sasowsky).
6. Provided detailed comments for 2020 – 2021 Chester County Hazard Mitigation Plan, specifically for the Vulnerability Assessment of Hazardous Liquid and Gas Pipelines.
7. Reviewed and provided explanation of Bow Tree site surface water testing results. In conjunction with this effort, also reviewed Willistown Conservation Trust Water Sampling Program.
8. Provided input to requirements for Pipeline Awareness Study regarding zoning ordinance.
9. Provided questions regarding modifications at Adelpia valve station on Paoli Pike.
10. Provided input regarding Boot Road pump station leak.
11. Provided questions for Sunoco regarding their pipeline maintenance on Line Road.
12. Jointly with the Board of Supervisors, composed and sent a letter (dated 8/27/21) to the Pennsylvania PUC sharing concerns that aligned with the Chester County Commissioners and requested immediate shut down of the Sunoco pipeline.

**East Goshen Township Pipeline Task Force
2022 Goals**

1. Explore development of an East Goshen Township specific hazard mitigation plan for pipelines.
2. Increase communication to residents regarding evacuation and notification plans for pipeline emergencies.
3. Continue monitoring activities of all eleven (11) active pipelines in East Goshen Township.
4. Coordinate meetings with East Goshen Township's Emergency Management Coordinator (EMC) and review the role of EMC and the relationship to Natural Gas Liquid (NGL) pipeline safety.
5. Contribute to the East Goshen Township quarterly newsletter with information in easy-to-understand formats for the public.
6. Attend the monthly Chester County Sunshine meetings.
7. Revisit East Goshen Noise and Public Nuisance ordinances.
8. Fill vacancies on task force to achieve full staff of seven (7).
9. Explore a specific pipeline emergency evacuation plan for the Township. Provide input to development of this plan as appropriate.

**East Goshen Township Planning Commission.
Report on 2021 goals and proposed 2022 goals**

January 25, 2022

Planning Commission significant accomplishments for 2021:

- Completed Pipeline Awareness Study Ordinance.
- Reviewed Variance for 198 Oneida Ln
- Reviewed Variance for 1365 Enterprise Drive
- Reviewed Variance for Albert and Lynn Greto
- Reviewed Variance for ESKE Development LLC
- Reviewed Variance for 14 Reservoir Rd/Glossen
- Reviewed Variance for Imperial Marble, 1311 West Chester Pike
- Completed and Reviewed Ordinance for Small Wireless Facilities
- Supported the Business Park Task Force with Planning Commission representation

Planning Commission Goals for 2022:

- Continue to support the Board of Supervisors (BOS) with implementation of the following Comprehensive Plan objectives:
 - Objective 9.1 Maintaining and expanding the Open Space, Recreation, and Trails Network
 - Objective 9.2 Developing the Paoli Pike Trail to create the linkage between West Chester and Malvern, through East Goshen, from West Goshen to Willistown..
 - Objective 7.2 Promote the enhancement of business opportunities along the West Chester Pike Corridor. - Begin High Level Discussions.
- Request the Board of Supervisors provide the Planning Commission with direction on how to move forward with Comprehensive Plan Objective 6.3: Transforming the West Chester Pike Corridor into a more Functional and attractive artery.
- The Planning Commission has completed and submitted to the BOS a Traditional Neighborhood Development (TND) Overlay Ordinance for the Paoli Pike Corridor (Comp Plan Objective 6.2). The Planning Commission shall support implementation of this TND Ordinance when approved.
- Support BOS request to review existing township Zoning Ordinances for possible revision and updates. The Planning Commission shall focus on the remaining districts.
-
- Review Business Park Task Force Report to identify any possible Planning Commission Action Items.

The Planning Commission requests that the Board of Supervisors communicate their 2022 goal priorities to the Planning commission.

Outline for SAC Annual Report for 2022

Projects accomplished in 2021:

1. Installation of Trex bins to collect plastic bags and film
2. Distribution of lidded bins for Trash collection
3. Survey for residents regarding their current sustainable practices
4. Participation in East Goshen Community Day and Pumpkin Festival
5. Participation in COG Clean Energy Future Committee
6. Participation in multi-Township Energy Transition project
7. Participation in Chester County Environmental Alliance
8. Recycling of crayons and markers - collected approx. 80 lbs.
9. Approval and order of shopping bags to replace single use plastic ones
10. Analysis of waste management data

Projects initiated in 2021:

1. Sustainability Expo at Township building
2. After survey results, design a program of interviews with local businesses to help them with sustainable practices
3. East Goshen Sustainable Businesses awards and promotion
4. Review of local and regional ordinances on sustainable issues

Projects contemplated in 2022:

1. Sustainability Expo in late April
2. Additional seminars for residents
3. Wider distribution of lidded bins
4. Distribution of ordered shopping bags and approval for more
5. Research on glass and large metal items for recycling
6. Recommendation for changes to passive side of Park adjacent to Ridley Creek
7. Support for installation of car chargers in Shopping Center near Hershey's Mill, and recommendation for additional installs
8. Consideration of additional recommendations by COG Green Energy Committee
9. Solicitation of incubator sponsor for start-up green technologies and services to locate in East Goshen

East Goshen Conservancy Board

Mission Statement

Protect and nurture East Goshen's natural resources and educate East Goshen citizens of their importance.

2021 Accomplishments

1. Managed a successful Keep East Goshen Beautiful Day on April 17, 2021.
2. Continued maintenance of blue bird houses in Applebrook Park
3. Continued maintenance of Clymer's Woods – Three trees were replaced and reapplied wood chips around the trees (November 12, 2021 and December 2021).
4. Worked on Tree City USA application with Mark Gordon.
5. Liaison with the Willistown Conservation Trust.

2022 Goals

1. Manage a successful Keep East Goshen Beautiful Day – tentative date – April 23, 2022 (rain date – April 30, 2022).
2. Continue maintenance of blue bird houses in Applebrook Park.
3. Continue maintaining Clymer's Woods – replacing dead trees and reapplying wood chips around the trees.
4. Maintain the riparian buffer along the creeks. Plan for a large-scale planting event at Reservoir Road and Strasburg Road in October 2022.
5. Continue control of invasive plant species.
6. Continue to support Mark Gordon in the preparation of the East Goshen application for Tree City USA.
7. Continue assisting with the pond restoration projects as needed.
8. Continue pursuing joint events with the Willistown Conservation Trust.
9. Plan Arbor Day event.

East Goshen Futurists Committee

2021 Accomplishments

1. Completed first digital resident survey- Brandon Groff
 - Excellent response - 600+ responses representative of a cross-section of EGT
 - Key survey results showed:
 - High degree of resident connection to their community
 - Residents rated EGT strong in following areas:
 - Overall quality of life
 - Feeling of safety
 - Quality of parks and recreational programs for all ages
 - Quantity and quality of green space

2. Led Business Park Task Force with Futurist Committee represented by Jeff O'Donnell, Chair and Brian Sweet
 - Results reported to BOS end of 2021

2022 Goals

1. Complete a follow up survey on three focus areas:
 - Future interest in adding neighborhood feeder trails to tie into the Paoli Pike Trail
 - Future interest in maintaining current level of green space
 - Future interest in adding streetlights and banners, trees and a gathering area along Paoli Pike between CVS and Wawa
2. Develop recommendations to the BOS based on survey results
3. Develop other mechanisms, one example would be focus groups, for resident feedback on key EGT initiatives
4. Develop and propose new ideas to help transform the West Chester Pike and Paoli Pike business corridors into more functional and attractive arteries.

**EAST GOSHEN TOWNSHIP
MEMORANDUM**

TO: BOARD OF SUPERVISORS
FROM: DAVE WARE
SUBJECT: PROPOSED PAYMENTS OF BILLS
DATE: FEBRUARY 10, 2022

Attached please find the Treasurer's Report for the weeks of January 27, 2022 – February 10, 2022.

The General Fund expenses for this period include the monthly WEGO and police building payments, insurance premiums, snow materials, equipment rental, monthly pension contribution, and annual fee for the SPCA. General Fund revenues in this period are driven by taxes, Q4 Comcast Cable Franchise revenue, and Parks & Rec camp and class registrations.

The Capital Reserve Fund incurred \$50K of expenses for Hershey's Mill Dam construction, and \$9K for a replacement side discharge auger bucket.

\$1.250M was transferred from the Operating Reserve Fund into the Infrastructure Sustainability Fund per the Approved 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 27, 2022 - February 10, 2022

GENERAL FUND

Real Estate Tax	\$230.17
Earned Income Tax	\$772,993.55
Local Service Tax	\$49,926.92
Transfer Tax	\$34,407.31
General Fund Interest Earned	\$182.35
Total Other Revenue	\$151,532.96

Total General Fund Receipts: \$1,009,273.26

Accounts Payable	\$534,199.26
Electronic Pmts:	
Credit Card	\$4,295.19
Postage	\$0.00
Debt Service	\$0.00
Payroll	\$158,333.04
Yr End Transfers	-\$554,822.03
Total Expenditures:	<u>\$142,005.46</u>

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:	<u>\$0.00</u>

CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$134.56
Total Capital Reserve Fund Receipts:	<u>\$134.56</u>

Accounts Payable	\$59,355.69
Yr End Transfers	\$61,646.89
Total Expenditures:	<u>\$121,002.58</u>

TRANSPORTATION FUND

Receipts	\$0.00
Interest Earned	\$46.29
Total Transportation Fund Receipts:	<u>\$46.29</u>

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

SEWER OPERATING FUND

Receipts	\$311,235.79
Interest Earned	\$24.78

Total Sewer Operating Fund Receipts: \$311,260.57

Accounts Payable	\$197,226.61
Electronic Pmts:	
Credit Card	\$0.00
Debt Service	\$0.00
Total Expenditures:	<u>\$197,226.61</u>

REFUSE FUND

Receipts	\$76,832.96
Interest Earned	\$8.51
Total Refuse Fund Receipts:	<u>\$76,841.47</u>

Accounts Payable	\$0.00
Credit Card	\$76,049.84
Total Expenditures:	<u>\$76,049.84</u>

BOND FUND

Receipts	\$0.00
Interest Earned	\$11.51
Total Bond Fund Receipts:	<u>\$11.51</u>

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

SEWER CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$63.16
Total Sewer Capital Reserve Fund Receipts:	<u>\$63.16</u>

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

OPERATING RESERVE FUND

Receipts	\$0.00
Interest Earned	\$71.15
Total Operating Reserve Fund Receipts:	<u>\$71.15</u>

Accounts Payable	\$0.00
Yr End Transfers	-\$1,095,882.77
Total Expenditures:	<u>-\$1,095,882.77</u>

INFRASTRUCTURE SUSTAINABILITY FUND

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

Accounts Payable	\$0.00
Yr End Transfers	\$1,589,057.91
Total Expenditures:	<u>\$1,589,057.91</u>

ARPA - COVID RELIEF FUND

Receipts	\$0.00
Interest Earned	\$7.77
Total ARPA - COVID Relief Fund Receipts:	<u>\$7.77</u>

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

Report Date 02/03/22

Expenditures Register
GL-2202-82135

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01 GENERAL FUND										
1471				WESTTOWN-EAST GOSHEN POLICE						
	67722	1	01410 5300	POLICE GEN. EXPENSE	020122	02/03/22	02/01/22	02/03/22	22546 p	369,676.61
				FEBRUARY 2022 CONTRIBUTION						
										369,676.61
										369,676.61
										1 Prepays, totaling 369,676.61
										0 Printed, totaling 0.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	369,676.61	GENERAL FUND
		<u>369,676.61</u>	

PERIOD SUMMARY

Period	Amount
2202	369,676.61
	<u>369,676.61</u>

Legend:
 Expenditures Register Spooling to Windows Printers
 Print those ready to UPDATE
 Sorting by vendor
 Printing for GL Period 2202
 Doing a page break
 MARP05 run by BARBARA 10 : 07 AM

Report Date 02/10/22

Expenditures Register
GL-2202-82220

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01 GENERAL FUND										
2226				21ST CENT.MEDIA NEWS #884433						
67723	1	01401	3400	ADVERTISING - PRINTING	2267860	02/09/22		02/09/22		262.74
				NOTICE - BOS MTG. SEALED BIDS						
										262.74
6				ABC PAPER & CHEMICAL INC						
67724	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS	117956	02/09/22		02/09/22		161.97
				WET WIPES & WIPER RAGS						
										161.97
68				AMS APPLIED MICRO SYSTEMS LTD.						
67725	1	01401	3120	CONSULTING SERVICES	68323	02/09/22		02/09/22		1,152.00
				JANUARY 2022						
67725	2	01414	5001	ZONING IT CONSULTING	68323	02/09/22		02/09/22		28.00
				JANUARY 2022 - GEO-PLAN						
										1,180.00
1657				AQUA PA						
67726	1	01409	3600	TWP. BLDG. - FUEL, LIGHT, WATER	012622 BS	02/09/22		02/09/22		21.15
				0309801 0309801 12/22/21-1/24/22 BS						
67727	1	01409	3600	TWP. BLDG. - FUEL, LIGHT, WATER	012122 TB	02/09/22		02/09/22		329.87
				0309828 0309828 12/17/21-1/19/22 TB						
67728	1	01409	3600	TWP. BLDG. - FUEL, LIGHT, WATER	012122 FR	02/09/22		02/09/22		103.54
				0309820 0309820 1/5-1/19/22 FR						
67729	1	01409	3605	PW BLDG - FUEL,LIGHT,SEWER & WATER	012122 PW	02/09/22		02/09/22		379.64
				0496917 0309798 12/17/21-1/19/22 PW						
										834.20
4478				ARRO CONSULTING INC.						
67735	1	01413	3130	ENGINEERING SERVICES	0070232	02/09/22		02/09/22		127.34
				PROF.SERV. THRU 1/28/22 M.SPELLMAN						
										127.34
102				B&D COMPUTER SOLUTIONS						
67736	1	01401	3120	CONSULTING SERVICES	00003376	02/09/22		02/09/22		2,000.00
				JANUARY 2022						
										2,000.00

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Expenditures Register
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
119	67737	1	01401 3210	BEE.NET INTERNET SERVICES COMMUNICATION EXPENSE FEBRUARY 2022 BEE MAIL ACCTS.	202202004	02/09/22		02/09/22		1,000.00
										1,000.00
1198	67741	1	01410 5400	BRANDYWINE VALLEY SPCA S.P.C.A. CONTRACT JANUARY 2022 STRAY PICK-UP/ACTIVITY	18304	02/09/22		02/09/22		1,962.33
										1,962.33
197	67742	1	01404 3140	BUCKLEY BRION MCGUIRE & MORRIS LEGAL - ADMIN	27330	02/09/22		02/09/22		185.50
	67742	2	01413 3140	LEGAL SERVICE 12/1 - 12/29/21 LEGAL - TWP CODE	27330	02/09/22		02/09/22		1,105.50
	67742	3	01414 3110	LEGAL SERVICE 12/1 - 12/29/21 LEGAL - CODES	27330	02/09/22		02/09/22		465.50
										1,756.50
3488	67743	1	01409 3740	CINTAS CORPORATION #287 TWP. BLDG. - MAINT & REPAIRS	4108777957	02/09/22		02/09/22		68.55
	67743	2	01487 1910	WEEK END 1/26/22 CLEAN MATS UNIFORMS	4108777957	02/09/22		02/09/22		710.24
	67744	1	01409 3740	WEEK END 1/26/22 CLEAN UNIFORMS TWP. BLDG. - MAINT & REPAIRS	4109445509	02/09/22		02/09/22		68.55
	67744	2	01487 1910	WEEK END 2/02/22 CLEAN MATS UNIFORMS	4109445509	02/09/22		02/09/22		710.24
										1,557.58
1986	67745	1	01409 3740	CLEAN RIGHT BUILDING SERVICES INC TWP. BLDG. - MAINT & REPAIRS	CL10272	02/09/22		02/09/22		1,455.65
	67745	2	01409 3840	JANITORIAL SERVICE - JANUARY 2022 DISTRICT COURT EXPENSES	CL10272	02/09/22		02/09/22		424.35
										1,880.00
293	67754	1	01409 3740	COLONIAL ELECTRIC SUPPLY TWP. BLDG. - MAINT & REPAIRS	14437630	02/09/22		02/09/22		2,142.75
	67756	1	01409 3745	RAB LIGHTING (15) PW BUILDING - MAINT REPAIRS	14440085	02/09/22		02/09/22		281.25
										2,424.00

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Expenditures Register
GL-2202-82220

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01 GENERAL FUND										
296	67757	1	01401 3210	COMCAST 8499-10-109-0028306 COMMUNICATION EXPENSE 0028306 FEBRUARY 2022	012222	02/09/22		02/09/22		173.39
										173.39
3613	67760	1	01486 1560	DELAWARE VALLEY HEALTH TRUST HEALTH, ACCID. & LIFE FEBRUARY 2022 PREMIUM MED./RX	22207	02/09/22		02/09/22		59,278.01
	67760	2	01213 1000	DENTAL INSURANCE W/H FEBRUARY 2022 PREMIUM DENTAL	22207	02/09/22		02/09/22		2,082.65
										61,360.66
3752	67761	1	01432 2460	EASTERN SALT COMPANY INC. SNOW - MATERIALS & SUPPLIES 336.74 TONS ROCK SALT	INV114232	02/09/22		02/09/22		22,561.58
										22,561.58
2075	67762	1	01454 3740	ELVERSON SUPPLY COMPANY PARK MAINTENANCE & REPAIR LUMBER - CEDAR	354460	02/09/22		02/09/22		499.90
										499.90
218	67763	1	01452 3712	EVANGELISTA, CHARO YOGA EXPENSE WINTER SERIES INSTRUCT. 1/4-4/21/22	7080	02/09/22		02/09/22		2,537.25
										2,537.25
1876	67765	1	01438 3840	FOLEY INC. EQUIPMENT RENTAL MINI-EXCAVATOR, QUICK COUPLER, HAMMER & HAMMER BRACKET RENTAL 1/4- 1/11/22	A8789201	02/09/22		02/09/22		2,433.00
	67767	1	01432 3840	SNOW - EQUIPMENT RENTAL WHEEL LOADER RENTL 12/29/21-1/26/22	A8702202	02/09/22		02/09/22		5,511.00
										7,944.00
3081	67764	1	01401 3000	FOLEY, DOTTIE GENERAL EXPENSE ON SITE HEADSHOT	DFP2022390	02/09/22		02/09/22		550.00
										550.00

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Expenditures Register
GL-2202-82220

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
3352				GAP POWER RENTALS PLUS LLC						
67768	1	01437	2460	GENERAL EXPENSE - SHOP	1714978	02/09/22		02/09/22		1,526.00
				SCAFFOLDING SAFETY PACKAGES						
67769	1	01437	2600	SHOP - TOOLS	1717571	02/09/22		02/09/22		208.95
				48" & 24" STABILA LEVELS						
67770	1	01437	2600	SHOP - TOOLS	1717578	02/09/22		02/09/22		817.00
				LITHIUM BATTERIES & CHARGERS						
										2,551.95
2717				HIGGINS & SONS INC., CHARLES A.						
67771	1	01433	2500	MAINT. REPAIRS.TRAFF.SIG.	55474	02/09/22		02/09/22		130.00
				TRAF.LIGHT REPAIR - RT.202 & BOOT						
										130.00
719				KEEN COMPRESSED GAS COMPANY						
67772	1	01430	2330	VEHICLE MAINT AND REPAIR	30934529	02/09/22		02/09/22		184.27
				OXYGEN & ACETYLENE						
67773	1	01430	2330	VEHICLE MAINT AND REPAIR	30933317	02/09/22		02/09/22		83.35
				CO2/ARGON						
67774	1	01430	2330	VEHICLE MAINT AND REPAIR	30935088	02/09/22		02/09/22		199.49
				CO2/ARGON						
										467.11
2442				KENT AUTOMOTIVE						
67775	1	01430	2330	VEHICLE MAINT AND REPAIR	9309179528	02/09/22		02/09/22		252.10
				THREADED RODS						
67776	1	01432	2500	SNOW - MAINTENANCE & REPAIRS	9309200851	02/09/22		02/09/22		1,383.50
				FLANGE NUTS, FLAT WASHERS, SWIVEL						
				CRIMPS, HEX CAP SCREWS & BOLTS,						
				GRND WHEEL & 40 GRIT FLAP DISCS						
										1,635.60
3718				KERSCHNER, GARY						
67777	1	01462	2485	BLACKSMITH SUPPLIES	012722	02/09/22		02/09/22		144.39
				REIMBURSEMENT FOR LOOSE HARDWARE,						
				WIRE BRUSH WHEELS & GATE WEIGHT						
										144.39

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1927				LAMB MCERLANE PC						
	67779	1	01404 3140	LEGAL - ADMIN LEGAL SERVICE - 12/7/21 PIPELINE	207797	02/09/22		02/09/22		51.00
										51.00
765				LEC - LENNI ELECTRIC CORPORATION						
	67780	1	01409 3745	PW BUILDING - MAINT REPAIRS INSTALL LEDS - PW GARAGE	220115	02/09/22		02/09/22		438.55
	67781	1	01409 3840	DISTRICT COURT EXPENSES REPAIR KITCHEN LIGHT - DIST.COURT	220116	02/09/22		02/09/22		420.31
	67782	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS TESTED EXIT LIGHTS	220114	02/09/22		02/09/22		220.00
										1,078.86
4425				LIBERTY ELEVATOR EXPERTS						
	67783	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS REPAIR LIGHTS IN ELEVATOR	935923	02/09/22		02/09/22		135.00
										135.00
4527				NAMANI, AFRIM						
	67784	1	01432 2500	SNOW - MAINTENANCE & REPAIRS REIMBURSEMENT RE: DAMAGED MAILBOX	013122	02/09/22		02/09/22		25.00
										25.00
1554				OFFICE DEPOT						
	67785	1	01401 2100	MATERIALS & SUPPLIES LABELS & BATTERIES	224886763001	02/09/22		02/09/22		55.31
	67786	1	01401 2100	MATERIALS & SUPPLIES FILE FOLDERS - LTR	218570219001	02/09/22		02/09/22		13.92
	67787	1	01401 2100	MATERIALS & SUPPLIES BINDER CLIPS & A-Z EXPANDED FOLDER	218552257001	02/09/22		02/09/22		29.55
										98.78
1555				PECO - 45168-01609						
	67788	1	01409 3840	DISTRICT COURT EXPENSES 45168-01609 12/17/21-1/21/22	012422	02/09/22		02/09/22		2,833.85
	67788	2	01409 3605	PW BLDG - FUEL,LIGHT,SEWER & WATER 45168-01609 12/17/21-1/21/22 PW-ELC	012422	02/09/22		02/09/22		778.64
										3,612.49

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Expenditures Register
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2592	67790	1 01454	3600	PECO - 45951-30004 UTILITIES 45951-30004 12/17/21-1/21/22 RSTRMS	012422	02/09/22		02/09/22		375.78
										375.78
2591	67789	1 01454	3600	PECO - 59500-35010 UTILITIES 59500-35010 12/22/21-1/26/21 POND PUMP	012722	02/09/22		02/09/22		37.85
										37.85
1052	67791	1 01408	3131	PENNONI ASSOCIATES INC. ENGINEER. & MISC.RECHARGES SERVICES THRU 12/26/21 JABIL	1103520	02/09/22		02/09/22		310.50
	67792	1 01408	3131	ENGINEER. & MISC.RECHARGES SERV.THRU 12/26/21 953 CORNWALLIS	1103521	02/09/22		02/09/22		1,014.25
										1,324.75
1785	67793	1 01452	2025	PENNSYLVANIA STATE POLICE SUMMER PROGRAM GENERAL EXPENSE R26469607 BKGRND.CHECK - BATTAVIO	020222	02/09/22		02/09/22		22.00
	67793	2 01452	2025	SUMMER PROGRAM GENERAL EXPENSE R26478540 BKGRND.CHECK - ALTSHUL	020222	02/09/22		02/09/22		22.00
										44.00
4528	67794	1 01437	2460	PRECISION GRAPHIX GENERAL EXPENSE - SHOP HELMAT DECAL - "TRUITT"	3489	02/09/22		02/09/22		15.00
	67795	1 01409	3840	DISTRICT COURT EXPENSES DISTRICT COURT SIGN	3488	02/09/22		02/09/22		230.00
	67796	1 01430	2330	VEHICLE MAINT AND REPAIR GRAPHICS FOR HIGHWATER TRUCK	3487	02/09/22		02/09/22		325.00
										570.00
4503	67799	1 01401	3120	SEATRUSTIT LLC CONSULTING SERVICES SERV.RE: EMAIL MIGRATION - JAN.2022	190	02/09/22		02/09/22		1,553.22
										1,553.22

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Expenditures Register
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1470				WESTTOWN TOWNSHIP						
	67812	1	01410 5310	REGIONAL POLICE BLDG INTEREST FEBRUARY 2022 - INTEREST	021022	02/10/22		02/10/22		1,085.54
	67812	2	01410 5320	REGIONAL POLICE BLDG PRINCIPAL FEBRUARY 2022 - PRINCIPAL	021022	02/10/22		02/10/22		9,122.80
										10,208.34
4521				WINNIPESAUKEE DRUG CONSORT. SERVICES LLC						
	67816	1	01487 1550	DRUG & ALCOHOL TESTING DRUG & ALCOHOL TESTING - E.K.	14455	02/10/22		02/10/22		125.00
										125.00
550				XYLEM DEWATERING SOLUTIONS INC.						
	67817	1	01430 2330	VEHICLE MAINT AND REPAIR MECHANICAL SEAL, O RING, GASRET & SHIM	401142832	02/10/22		02/10/22		166.10
										166.10
1983				YALE ELECTRIC SUPPLY CO						
	67818	1	01409 3840	DISTRICT COURT EXPENSES COUPLINGS, CONDUITS, RECEPTACLES & WIRE - DISTRICT COURT	S119869855.001	02/10/22		02/10/22		818.81
										818.81

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05 SEWER OPERATING										
1658				AQUA PA						
67730	1	05420	3602	C.C. COLLECTION -UTILITIES 0305003 0305003 12/27/21-1/25/22 WW	012722 WW	02/09/22		02/09/22		33.63
67731	1	05420	3602	C.C. COLLECTION -UTILITIES 0363541 0357724 12/17/21-1/19/22 BK	012122 BK	02/09/22		02/09/22		19.46
67732	1	05420	3602	C.C. COLLECTION -UTILITIES 0300141 0300141 12/17/21-1/19/22 GH	012122 GH	02/09/22		02/09/22		20.07
67733	1	05420	3602	C.C. COLLECTION -UTILITIES 0309826 0309826 12/22/21-1/24/22 TH	012622 TH	02/09/22		02/09/22		48.57
67734	1	05422	3601	R.C. COLLEC.-UTILITIES 1533998 1087842 12/22/21-1/24/22 TW	012622 TW	02/09/22		02/09/22		66.96
										188.69
2914				BIG FISH ENVIRONMENTAL SERVICES INC.						
67738	1	05422	4500	R.C. STP-CONTRACTED SERV. SERVICES RE: RCSTP - JANUARY 2022	22-0131	02/09/22		02/09/22		15,176.19
										15,176.19
151				BLOSENSKI DISPOSAL CO, CHARLES						
67739	1	05422	4502	R.C. SLUDGE-LAND CHESTER SWITCH 20YDS W/LINER 1/17/22	182662	02/09/22		02/09/22		191.00
67740	1	05422	4502	R.C. SLUDGE-LAND CHESTER SWITCH 20YDS W/LINER 1/24/22	182696	02/09/22		02/09/22		191.00
										382.00
293				COLONIAL ELECTRIC SUPPLY						
67746	1	05420	3705	ASHBRIDGE-MAINT.&REPR SUPPLIES FOR WIRING RACK OUTSIDE WETWELL	14420865	02/09/22		02/09/22		555.06
67747	1	05420	3705	ASHBRIDGE-MAINT.&REPR TERM BLACK END BLOCK	14420867	02/09/22		02/09/22		5.40
67748	1	05422	3700	R.C. STP-MAINT. & REPAIRS 8' LED STRIP	14432670	02/09/22		02/09/22		98.57
67749	1	05422	3700	R.C. STP-MAINT. & REPAIRS LED BULBS, WIRENUT, TOGGLE BOLTS & FENDER WASHER	14432665	02/09/22		02/09/22		119.37
67750	1	05422	3700	R.C. STP-MAINT. & REPAIRS 56" COM CEILING WITH 24" DOWN ROD	14432517	02/09/22		02/09/22		101.52
67751	1	05422	3700	R.C. STP-MAINT. & REPAIRS 4' LED WRAP	14432509	02/09/22		02/09/22		2,960.44
67752	1	05420	3705	ASHBRIDGE-MAINT.&REPR TERMINAL BLOCK E	14438570	02/09/22		02/09/22		24.88
67753	1	05420	3705	ASHBRIDGE-MAINT.&REPR WALL MOUNT ENCLOSURES	14436334	02/09/22		02/09/22		1,911.70
67755	1	05420	3705	ASHBRIDGE-MAINT.&REPR OVERLOAD RELAYS	14438558	02/09/22		02/09/22		321.00

Report Date 02/10/22

Expenditures Register
GL-2202-82220

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1385	67806	1 05422	2440	UNIVAR USA INC. R.C. STP- CHEMICALS 216 BAGS SODA ASH LITE	49813510	02/10/22		02/10/22		5,517.28
										5,517.28
1395	67807	1 05422	3700	USA BLUE BOOK R.C. STP-MAINT. & REPAIRS BRUSH, PUMP TUBING & DETERGENT	854149	02/10/22		02/10/22		284.62
										284.62
3529	67811	1 05420	3601	VERIZON - 442069312 MODEMS C.C. INTERCEPTOR-UTILITIES 12/26/21 - 1/25/22 - MODEMS	9898137611	02/10/22		02/10/22		120.12
										120.12
2773	67808	1 05422	3601	VERIZON - PW FIOS 0001-15 R.C. COLLEC.-UTILITIES 1/28 - 2/27/22	7528031-012722	02/10/22		02/10/22		100.53
										100.53
3843	67815	1 05420	3850	WEST GOSHEN SEWER AUTHORITY C.C. WEST GOSHEN OPER/MAINT OPERATIONS & MAINTENANCE QTR.4 2021	EG-4-21-O&M	02/10/22		02/10/22		163,742.44
										163,742.44
1983	67819	1 05422	3700	YALE ELECTRIC SUPPLY CO R.C. STP-MAINT. & REPAIRS RAPID START BULBS	S119844961.001	02/10/22		02/10/22		93.80
										93.80
										421,104.95
										0 Printed, totaling 421,104.95

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	164,522.65	GENERAL FUND
03	03	59,355.69	CAPITAL RESERVE FUND
05	05	197,226.61	SEWER OPERATING
		421,104.95	

PERIOD SUMMARY

Period	Amount
2202	421,104.95
	421,104.95

Report Date 02/10/22

Procurement Card Entries

PAGE 1

Per	Budget #	Sub#	Description	Vendr	Vendor Name	Invoice #	Inv Date	Credit	Src	Trx #	#	U
2202			CREDIT CARD PAYMENT									
	06427	4500	RESIDENTIAL PICK-UP - FEBRUARY 2022	2762	AJB A.J. BLOSENSKI INC.	22100192	02/01/22	76,049.84	PC	82221	1	
	01430	2320	116.7 GALS. GASOLINE	1161	REILLY & SONS INC	11844589	01/27/22	340.76	PC	82221	2	
	01430	2320	167.5 GALS. DIESEL	1161	REILLY & SONS INC	11899354	01/27/22	525.45	PC	82221	3	
	01430	2320	913.3 GALS. DIESEL	1161	REILLY & SONS INC	11892918	01/31/22	2,919.82	PC	82221	4	
	01430	2320	86.0 GALS. GASOLINE	1161	REILLY & SONS INC	11892837	02/03/22	256.28	PC	82221	5	
	01430	2320	78 GALS. DIESEL	1161	REILLY & SONS INC	11946470	02/03/22	252.88	PC	82221	6	
								80,345.03				
								80,345.03				

GENERAL LEDGER SUMMARY

GL Account #	Debit	Credit	Description
014XX-XXXX	4,295.19		GENERAL FUND Expense Account
01107-1010		4,295.19	GENERAL FUND Bank Account
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 2202
- Printing for Status N
- Creating a CSV Spreadsheet file.
- MARF17 run by BARBARA 10 : 27 AM

Memo

To: Board of Supervisors
From: Director of Parks and Recreation
Re: Pickleball Court Project, Chester County PPP grant application authorization
Date: February 8, 2022

The Department of Parks and Recreation is exploring all avenues to offset Township expense (\$92,500) related to the Pickleball/Tennis Court renovation project that is on the CIP budget for 2023. The Chester County Preservation Partnerships Program Grant program is a viable option, with a due date of February 25, 2022.

- The CCPPP program can fund up to 50% of the anticipated cost of the project.
 - As of Feb 8, 2022, American Tennis Company has provided a written quote totaling \$120,127 for the project's scope of work.
 - We've also received an over the phone quote of an estimated \$80,000 for the scope of work.
 - For the purpose of the CCPPP grant, the American Tennis Company quote will be used to provide a ceiling of cost for planning purposes.
 - Once grant funding is secured from CCPPP and/or other grant programs, the Township would either bid the job or use a government purchasing agreement to have the scope of work done at the lowest price.
- A CCPPP grant would be announced in 2022, but contracts not signed and expenses authorized until 2023 to align with current CIP budgeting.
 - CCPPP Application funding will be:
 - Grant Request amount = \$60,063
 - Township Match = \$60,064
- The Department Director is scheduled to meet with the CCPPP program coordinator on Friday, February 11 to discuss the merits of our project and associated community benefits.
- BOS authorization/signatures needed on:
 - Municipal Resolution Form (attached)
 - Page 3 of the Grant Contract (attached – Chesco asks for a pre-signed page to speed up the process post-award).

FYI - Upcoming grant applications:

DCED – GTRP (May 31 due date); 50% of the project cost; the CCPPP grant award can be used as Township match.

DCNR - C2P2 (April); 50% of the project cost; we have two open C2P2 grants and are currently ineligible; can likely apply in 2023 round if needed.

Motion: I move to authorize a Chester County PPP application to support the Pickleball/Tennis Court renovation project and up to \$60,064 in local match.

Computer/H:/East Goshen Township/Budget

**CHESTER COUNTY MUNICIPAL GRANT
RESOLUTION**

RESOLUTION NO. _____

THE MUNICIPALITY OF East Goshen Township

CHESTER COUNTY, PENNSYLVANIA

WHEREAS, the Commissioners of Chester County have established a Municipal Grant Program to be utilized by the municipalities of Chester County; and

WHEREAS, the grants may be used by the municipality for the improvement or acquisition of municipal recreation land; and

WHEREAS, the municipality of East Goshen Township, Chester County Pennsylvania desires to participate in the Municipal Grant Program;

NOW THEREFORE BE IT RESOLVED by the governing body of East Goshen Township, Chester County, Pennsylvania, as follows:

1. That the municipality of East Goshen Township, Chester County, Pennsylvania hereby approves the filing of an application for Chester County Municipal Grant Program assistance.

2. That Derek Davis is hereby authorized and directed to execute and file the appropriate forms with the Chester County Department of Parks and Preservation.

Duly presented and adopted by the Governing Body of East Goshen Township in public meeting held this 15th day of February, 2022.

Municipality of East Goshen Township
Chester County, Pennsylvania

By: _____
Chairman/President

Attest: _____

MUNICIPAL ACQUISITION GRANTS AND PARK AND TRAIL IMPROVEMENT GRANTS

GRANT CONTRACT SIGNATURE PAGE

Directions:

Please submit a signed and attested Grant Contract signature page (Page 3 below) with your Application.

County staff will insert the dates, dollar amounts, and other descriptive information into the contract at such time as the Commissioners take action.

Submitting a completed signature page with the grant application will expedite the award process in the event your project is selected for funding.

CHESTER COUNTY
MUNICIPAL GRANT PROGRAM

Round 34 Grant Contract

Project Name: _____

(Municipality)

County of Chester

THIS AGREEMENT, made this ____ February _____, 2022 is byand between _____ (Municipality), having an address at____, hereinafter called "Municipality," and the Countyof Chester acting through its County Commissioners, hereinafter called "County."

A. SCOPE OF CONTRACT

1. Municipality agrees that any sums received from the County shall be used in accordance with the awarded Grant, Application, Manual, and any other grant program guidelines and conditions.
2. Municipality agrees that covenants requiring the perpetual use of the land for public access parkland, natural resource conservation, and/or farmland as set forth in the required restrictions and program guidelines shall be placed in the deed/easement of all land acquired in full-fee or through an easement. Land used for the development of park facilities must also be similarly restricted. Municipality further agrees to record such covenants at the County of Chester Recorder of Deeds.
3. Municipality agrees to properly maintain and periodically inspect the facilities constructed and property acquired as a result of this grant. Further, Municipality agrees to provide for continuous public open space, park, recreational, and/or natural resource conservation use on all lands subject to this grant, and to allow public access, with the exception of land which is used for agricultural purposes, without discrimination and without regard to residency.
4. Municipality agrees to adhere to all Federal, State, and Municipal laws, codes, and requirements. Municipality further agrees to indemnify, defend, and save harmless from the County any and all claims arising out of the performance of this Agreement and which is claimed to have been caused by an error, omission, intentional or negligent act by the Municipality.

**Chester County Municipal Grant Program
Round 34 Grant Contract**

5. Municipality agrees not to sell or convey the land that was acquired by or contains the facilities or improvements that were constructed with the aid of the County Grant, without prior written authorization from the County. Municipality shall not use or permit the use of said land(s) and facilities or improvements for other than recreational or open space purposes, with the exception of land which is used for agricultural purposes. Further, the Municipality agrees to record the most current version of the Declaration of Public Trust, Covenants, Conditions, and Restrictions as required, prior to any reimbursements being made by the County on this contract.
6. Municipality agrees that the County reserves all rights to reassess the grant award and approval on any situation, and refuse to grant reimbursement, withdraw conditional grant approval, and/or require additional documentation and assurances or indemnification.
7. At the discretion of the Chester County Board of Commissioners, the Municipality agrees to attend a public meeting of the Commissioners to acknowledge and celebrate completion of the project.

B. MAXIMUM REIMBURSEMENT AND CONTRACT END DATE

1. It is understood that this grant is for a maximum reimbursement of _____ Dollars (\$ _____).
2. The Municipality understands that funding shall be provided by the County as set forth by this Contract and the guidelines set forth in the Preservation Partnership Grant Program Manual.
3. This contract expires on _____, 2025. The Municipality agrees and understands that reimbursement will not be made by the County through this Grant program for costs incurred after the aforesaid expiration date.

C. CONTRACT AMENDMENTS AND TERMINATION

1. This Contract may be amended only by written instrument signed by both County and Municipality.
2. This Contract may be terminated by the Municipality prior to any expenditure or prior to obtaining grant funds from the County upon notice to the County by the Municipality by Resolution of its governing body declaring its intent not to pursue the awarded project; whereupon the County shall have no further obligation to the Municipality with respect to this Grant Contract or the underlying Grant Application filed by the Municipality.
3. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Should any provision of this Agreement or the Manual be deemed invalid or illegal, the provisions hereof shall continue in full force and effect as if such provision had not been included.

**Chester County Municipal Grant Program
Round 34 Grant Contract**

WITNESS WHEREAS, the parties hereto have caused these presents to be executed, attested, and ensealed by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

CHESTER COUNTY BOARD OF COMMISSIONERS

ATTEST:

By:

Chair, Commissioner

Commissioner

Commissioner

(MUNICIPALITY)

ATTEST:

By:

(Signature and Title)

(Signature and Title)

(Signature and Title)

(Signature and Title)

(Signature and Title)

(Signature and Title)

(Signature and Title)

EST. 1945

ATC

C O R P

FORMERLY AMERICAN TENNIS COURTS

CERTIFIED MINORITY BUSINESS ENTERPRISE

TO: East Goshen Township Park
1661 Paoli Pike
West Chester, PA 19380

DATE: 1/25/2022

ATTN: Jason Lang

EMAIL: jlang@eastgoshen.org

FROM: CJ Gerbes

PHONE: 443-608-3256

RE: Construction of Six (6) Pickleball Courts and One (1) Tennis Court with Two (2) Pickleball playing courts at East Goshen Township Park

TOTAL NUMBER OF PAGES (Including Cover Sheet): 4

Mr. Lang:

We are pleased to submit the following lump sum price of **\$120,127.00**, to perform the work specified therein, at the above referenced project. Pricing based off of Costars-014-217 Recreational & Fitness Equipment and Services.

- A) Open a section of fence fabric to gain equipment access (to be re-installed after work is done).
- B) Furnish and install Fourteen (14) concrete net post foundations. Foundations shall be 3'x3'x3' in depth, and bell-shaped at the bottom. Ground sleeves shall be constructed of a schedule 40 PVC pipe and fitted with an airtight cannon plug to prevent concrete seepage into the sleeve.
- C) Furnish and install Seven (7) concrete center tie down anchors. Anchors shall be a "Sure Grip" heavy duty tie down anchor set into a concrete foundation 12" x 12" x 12".
- D) Furnish and Install 4' black vinyl coated fencing system as a barrier between Pickleball courts, with entrance openings as needed.

- E) Clean all severely stained areas by means of a high-pressure power wash system to allow for the proper bonding of all new materials. The Owner is responsible to supply a reliable water source.
- F) Patch low and depressed areas with **PREMIER COATINGS®** Leveling Compound to minimize any ponding and "birdbaths". (**NOTE:** Due to the existing irregularity of the court surface, and the limitations of the leveling compound, we cannot guarantee to remove all of the standing water.)
- G) Furnish and install One (1) coat of **PREMIER COATINGS®** Acrylic Resurfacer over entire court surface.
- H) Furnish and install Three (3) coats of **PREMIER COATINGS®** Acrylic Color Sealer, the 100% acrylic color-in-depth surfacing system in the color(s) of your choice.
- I) Layout, tape and hand paint Six (6) Pickleball playing courts and One (1) Tennis Court with Two (2) Pickleball Playing Lines using **PREMIER COATINGS®** Acrylic Line Paint.
- J) Furnish and install six (6) sets of Douglas Pickleball Net Posts.
- K) Furnish and install six (6) Douglas Pickleball Nets.
- L) Furnish and install one (1) set of Douglas Tennis Net Posts.
- M) Furnish and install one (1) Douglas TN-28DM Tournament Tennis Net.

NOTE: PROPER ACCESS TO BE PROVIDED BY OTHERS. UTILITIES AND/OR GAS LINES TO BE MARKED BY OTHERS.

CONDITIONS

Permits, if necessary, to be obtained by and paid for by others. ATC CORP will be using heavy trucks and equipment to perform the work set forth in this proposal. Proper access to be provided by Customer, or Customer's representative. ATC CORP, is not responsible and Customer agrees to hold ATC CORP, harmless for all damage(s) incurred by mobilization through provided access, and to any unavoidable disturbance to the area adjacent to the work (or access route), unless specifically provided for in this contract. Landscaping, seeding, sodding, or topsoil not included in base bid. The cost to repair any unforeseen failure of the existing sub-base, base, surface or fence system that is encountered during the execution of this contract will be charged to the Customer on a time plus materials basis. Vegetative growth on and around track area is to be treated with herbicide and/or removed by others, prior to commencement of work. The cost of the removal and or treatment of such vegetative growth shall be paid for by others. Due to the temperature and climatic conditions, the surface may not be installed when the ambient temperature is less than 60 degrees Fahrenheit, or when rain is imminent. Quoted price is based upon performing the proposed scope of work in a single mobilization. Any additional mobilization(s) that are required due to any negligence, oversight, or misrepresentation by the Customer (or Customer's representative) or due to events beyond the control of ATC CORP, shall result in an additional charge to be paid by the Customer. This additional charge will be computed, and subsequently authorized by the Customer (or Customer's representative) prior to any re-mobilization. Customer will be responsible for prohibiting access on the track and events by general public, animals, wildlife, employees, school personnel and others during performance of our work. Any damages resulting from persons other than employees of ATC CORP, shall be the responsibility of Customer. This proposal, when executed by the Customer, shall be a binding and enforceable contract between the Customer and ATC CORP, In the event the

Customer accepts this proposal, but requires ATC CORP, to execute a separate written contract, the Customer agrees that this proposal will be incorporated by reference into and become a part of the separate written contract, and if there are any conflicts between the terms of the separate written contract and this proposal, the terms of this proposal shall prevail. In the event that Customer maintains ATC CORP, is not complying with the terms and conditions of this proposal, it shall immediately provide written notice to the ATC CORP, representative who has signed below of the basis of ATC CORP's non-compliance with the proposal, and/or any other problems concerning ATC CORP's performance of its work. Notification to any other individuals shall not be binding on ATC CORP. Any claim for back-charges must be submitted in writing to the ATC CORP, representative who has signed below within five (5) calendar days of said occurrence or such claim shall be deemed waived by Customer. ATC CORP, shall not be responsible for the unavailability of supplies/materials or for any delays or delay damages caused by said unavailability of supplies/materials when the shortage is caused by an event beyond ATC CORP's control. Any controversy or claim arising under, or relating to this proposal, or the breach thereof, shall be settled by arbitration if ATC CORP, in its sole discretion elects to arbitrate the controversy or claim in lieu of litigation. If ATC CORP, elects to arbitrate; Subcontractor expressly consents to arbitration in Baltimore County, Maryland, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any award rendered in any arbitration arising out of a dispute regarding the work of this proposal, shall be enforceable in the circuit court of any county in the State of Maryland. If ATC CORP, in its sole discretion elects to waive arbitration, any controversy or claim shall be resolved by formal litigation in a court of competent jurisdiction in the State of Maryland and the Customer consents to the personal jurisdiction of the State of Maryland. This proposal shall be construed in accordance with the laws of the State of Maryland. **Unless otherwise agreed to by ATC CORP, acceptance of this proposal requires that the Customer sign, date and return the executed proposal to ATC CORP, so that it is received by ATC CORP, within 30 days of the date of the proposal. The price(s) in this proposal is/are valid for a period of 30 days from the date of the proposal, and if this proposal is not accepted by the Customer within such time frame, this proposal shall be deemed null and void. The price(s) in this proposal was/were calculated based upon the assumption that the work set forth herein would be completed within 30 days of acceptance of the proposal. In the event that this proposal is accepted, but ATC CORP is not able to perform the work of this proposal within such a timeframe, for reasons beyond the reasonable control of ATC CORP, ATC CORP shall be entitled to additional compensation associated with any delays or price increases that are caused by such delay in the performance of its work.**

PAYMENT TERMS

A properly executed contract is due upon acceptance of this proposal. If Customer fails to pay ATC CORP in accordance with the payment terms set forth in this proposal, ATC CORP shall be entitled to, but not obligated to, suspend its work and/or terminate its contract with the Customer, if the Customer fails to pay invoices when due. In the event of such a suspension or termination by ATC CORP, ATC CORP shall have no obligation to the Customer for the resolution of uncompleted work. In the event of such a suspension or termination by ATC CORP, Customer agrees to defend and indemnify ATC CORP from any and all claims, causes of action or damages resulting from the suspension or termination. In the event of suspension by ATC CORP, Customer agrees that if ATC CORP is subsequently directed to remobilize to the project,

ATC CORP shall be entitled to a remobilization fee, which shall be determined by ATC CORP and is to be paid prior to any remobilization as well as any impact, delay and/or acceleration damages, including but not limited to extended home office and field overhead. Customer agrees to pay ATC CORP in full, including retainage (if applicable); within 30 days after the work set forth in this proposal has been completed.

GUARANTEES

We will guarantee for the period of one (1) year from the date of substantial completion, against any defects in materials or workmanship. Warranty does not cover any situations arising from normal wear and tear, negligence, misuse, abuse, vandalism and/or acts of God.

If you have any questions, or if I can be of further service to you, now or in the future, please do not hesitate to contact me at 443-608-3256.

Very Truly Yours,

CJ Gerbes
ATC CORP

CJ Gerbes

Customer:

Signature

By: _____
Print Name

Title

Date: _____

Playing Area Color: _____

Border Area Color: _____

Pickleball Line Color: _____

MEMO

Date: February 9, 2022
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Preliminary Discussion of Paoli Pike Alternate Trail Route

After having individual conversations with all board members and subsequent conversations with our engineer, I wanted to present a new preliminary map tonight of what staff believes to be the most viable options going forward for an alternative route of the Paoli Pike Trail that would aim to work around the Hicks Farm frontage.

The board needs to decide on one specific route in order to go forward. Full engineering would need to be done followed by in-depth discussion on the construction process (in-house work, contractor, mixture of both, etc.) and we would need to discuss the financial end of this as well. Currently, this is not in the 2022 budget.

I have no draft motion tonight as it is up to the board which way we go on this and what route to take.

February 9, 2022

EGOST00022

Derek Davis, Township Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

RE: Paoli Pike Trail Segment B - Alternate Routes

Dear Derek:

In November 2021, as requested we explored alternative routes for connecting the remaining gap (Segment B) of the Paoli Pike Trail. After considering these alternatives, you have directed us to more closely investigate "Option C" among the original alternatives, which is for the trail corridor to be located through Goshen Corporate Park and connecting to Goshen Parkway. Several sub-options related to Option C were presented:

- Option C1 utilizes the rear of the Hicks property.
- Option C2 utilizes an undeveloped residential lot to access Linden Lane.
- Option C3 utilizes an existing public right-of-way at the end of Sycamore Drive.
- Option C4 avoids the Hicks Property entirely.

After consideration, the Township concluded that Option C1 is generally preferable. Accordingly, please see attached diagram and further analysis of this option.

Option C: Corporate Park

Option C extends the trail on north side of Paoli Pike along the frontage of the Corporate Park. At the western edge of the Corporate Park, the trail alignment turns north and runs to the rear of the Corporate Park, then turns west to connect with Goshen Parkway. Much of the land immediately to the west of the Park is within the 100-yr floodplain of the East Branch of Chester Creek, and likely contains regulated wetlands. A boardwalk-type structure will be needed to traverse the wetlands and flood-prone areas, and a stream crossing will be necessary. Easements will be required along the western edge of the Corporate Park, and along the back edge of the Hicks property and neighboring property that borders Goshen Parkway.

We recognize two potential sub-options:

Option C1.1

This option locates portions of trail within the driveways and parking lot of the Corporate Park, to reduce the amount of wetlands/floodplain that must be traversed.

Advantages:

- Reduces the cost of construction by utilizing an existing paved surface to substantially reduce the length of boardwalk necessary.

Disadvantages:

- Trail shares vehicular drive lanes within the QVC parking lot. While this can be designed safely with the use of pavement markings and signage, it is less desirable than a separate pathway solely dedicated to ped/bike use.
- Requires coordination with and permission from the property owner and/or tenant.

Option C1.2

This option avoids the existing Corporate Park paving and locates the trail within the floodplain alongside the creek.

Advantages:

- No shared space with vehicular traffic.

Disadvantages:

- Significantly more costly due to the increased length of boardwalk necessary.

Approximate trail length (by condition)

	<u>New Boardwalk</u>	<u>New Asphalt Paving</u>	<u>Existing Paving (shared)</u>	<u>Total LF.</u>
C1.1	1,150 LF	2,550 LF	900 LF	4,600 LF
C.2.2	2,400 LF	2,550 LF	0 LF	4,950 LF

If you need further assistance, please feel free to contact me.

Sincerely,

PENNONI

Nathan Cline, PE
Township Engineer

Boardwalk and stream crossing
Approx. 250 l.f.

Asphalt paving
Approx. 950 l.f.

Trail shares space with
parking and driveway
Approx. 900 l.f.

Pinch point







Boardwalk condition
Approx. 1,400 l.f.

Boardwalk condition
Approx. 150 l.f.

Boardwalk condition
Approx. 750 l.f.

Asphalt paving
Approx. 1,600 l.f.

Option C: Corporate Park Alignment

-  Trail Alignment
-  Trail Alignment - boardwalk
-  Easement Needed
-  Floodway
-  100-yr floodplain
-  200-yr floodplain

C1.1

C1.2

C

Hicks Property
Hicks Property

Goshen
Corporate Park

Paoli Pike Paoli PK

East Goshen Township

Paoli Pike Trail

Draft 02.09.2022

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: 2/8/2022

To: Board of Supervisors

From: Mark Gordon, Township Zoning Officer 

Re: **West Whiteland Township Comprehensive Plan Update / Land Use Plan and Map**

Board Members,

The Township has received a copy of a proposed amendment to the West Whiteland Township ("WWT") Comprehensive Plan, specifically the Land Use Plan and Map. As required by the PA Municipalities Planning Code ("MPC"), contiguous municipalities must be notified when Comprehensive Plan amendments are proposed.

West Whiteland shares about 2,800 feet of municipal boundary with East Goshen in the North West quadrant of the Township. The entire boundary is Low Density Residential ("LDR"), which is exactly what the land use is on the East Goshen side. WWT's vision for LDR does not change with this plan amendment.

The amended land use plan pulls together all the planning that WWT has done over the past several years along the Lincoln Highway and provides clear vision for smart growth for the next 20 years. The new land use map is comprehensive, and clearer than the existing land use map from 1995.

STAFF RECOMMENDATION:

The WWT Comprehensive Plan amendment will have little to no direct effect on Land Use in East Goshen Township. I recommend that the Board of Supervisors support WWT's efforts to amend their Comprehensive Plan.

DRAFT MOTION:

Madame Chairman, I move that the Board of Supervisors support West Whiteland Township's efforts to amend their Land Use Plan and Map within their Comprehensive plan and authorize the Township Manager to send a letter to that effect.



101 Commerce Drive
Exton, Pennsylvania 19341

Tel: (610) 363-9525
www.westwhiteland.org

January 27, 2022

Mr. Louis F. Smith Jr.
Township Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

In re: State-mandated Township review of a proposed amendment to the West Whiteland Township Comprehensive Plan.

Dear Mr. Smith:

At their meeting of January 26, 2022, the West Whiteland Township Board of Supervisors directed staff to begin the process of adopting, as an amendment to the Township Comprehensive Plan, the attached final draft of the West Whiteland Township Future Land Use Plan and Map prepared by the Township. I am therefore requesting review of this draft by Friday, March 11, 2022 by the Township pursuant to §301.3 and §302(a) of the Pennsylvania Municipalities Planning Code ("MPC").

We are also sending copies of this draft to the West Chester School District, County Planning Commission and other contiguous municipalities asking for their comments within forty-five days as required by §302(a) of the MPC. The Board of Supervisors will be holding a public hearing for this amendment on March 23, 2022 at 6:30 p.m.

Thank you for your attention in this matter. If you or any of your staff have any questions or concerns regarding the draft or our planning process, please do not hesitate to contact me.

Regards,


John R. Weller, AICP
Director of Planning & Zoning / Zoning Officer
West Whiteland Township

CHAPTER THREE: GROWTH MANAGEMENT PLAN

SECTION 3: LAND USE PLAN

The land use plan establishes policy regarding the location and intensity of different land use types. The Future Land Use Map (Figure 3.3.3) illustrates how these policies are to be accommodated on the ground. The Pennsylvania Municipalities Planning Code requires that we plan for the next ten years, but that is a minimum requirement, and we have chosen to continue our past practice of looking farther. This plan therefore considers how we may accommodate anticipated growth through the year 2040, including but not limited to additional residents.

Figure 3.3.1 - Population

	2010 Census	2020 Census	2030 Projection	2040 Projection	2050 Projection
<i>West Whiteland Twp.</i>	18,274	19,632 + 7.4%	26,104 + 33.0%	26,845 + 2.8%	27,477 + 2.4%
<i>Chester County</i>	498,886	534,413 + 7.1%	586,300 + 9.7%	620,391 + 5.8%	645,673 + 4.1%

SOURCES: Chester County Planning Commission, Delaware Valley Regional Planning Commission, U.S. Census Bureau.

Our land use plan is based upon policies that were established by the Comprehensive Plan of 1995; updated by the Lincoln Highway and Whitford Road Corridors Plan, which was adopted as an amendment to the Comprehensive Plan in 2015; and augmented by a study of the Exton Crossroads area conducted by the Urban Land Institute in October 2020. The 1995 Plan used figures from the 1990 census, when the Township had a population of 12,403. Even though that Plan recognized that West Whiteland was poised for significant growth, it projected a 2020 population of only 17,060 - considerably less than the 19,632 residents counted in the 2020 census.

As shown in Figure 3.3.1, the Township grew a bit more rapidly than the County as a whole between 2010 and 2020, and both outstripped the state growth rate of 2.4% over the same period: southeastern Pennsylvania continues to be the fastest-growing part of the state. The projections anticipate very rapid increases in population through the 2020's, tapering off during the 2030's. Once again, we find ourselves in a period of growth and are reminded of the challenge presented by the need to balance that growth with the desire to preserve the character of our neighborhoods.

Residential development is only one aspect of growth. Since Europeans first settled here in the eighteenth century, the area that is now West Whiteland has been the site of economic activity as well as a corridor for overland travel. This combination of uses assured that the Township never became a mere "bedroom community" but always featured a mix of land uses and activities that have resulted in it being the suburban center that it is today. The 1995 Plan anticipated that the Township would soon be "built out;" that is, that the time was coming when there would be no large areas of land left for development and open and green spaces would be preserved only if we were intentional about it. That time has now arrived, yet we continue to grow, and our growth is affected by a variety of factors:

- When the 1995 Plan was adopted, the Township’s position as a **retail hub** seemed unassailable. Exton Square was the only regional shopping center between King of Prussia and Lancaster, the Whiteland Towne Center and Fairfield Place sub-regional centers had just opened, and by 2000 Exton Square had completed a massive expansion that added three major department stores to what was once a single-anchor mall. 1995 was also the first year that you could buy books (and only books) from a company called Amazon using a personal computer connected to something called the “internet.” It is hard to overstate the impact of Amazon and the e-tailers that followed as well as of the internet generally upon the retail landscape. Communities everywhere are now promoting the redevelopment of once-thriving malls and retail centers, re-thinking how much land is needed for retail uses.
- The suburbs have long provided a way for people to have well-paying jobs in an urban setting while enjoying the quieter, greener environment of the countryside. The term “**quality of life**” came to be used to describe the balance of convenient access to jobs, housing, shopping, good public schools, open space, and entertainment desired by many. West Whiteland residents enjoy a high quality of life, but we must take care to keep these benefits, lest we be a victim of our own success.
- Running through the center of the Township, the Chester Valley has long provided a convenient path for east-west travel by early roads like the Lancaster Turnpike (now Lincoln Hwy.), important railways that included the “main line” of the Pennsylvania Railroad, and - more recently - the Exton by-pass and the Chester Valley Trail. This variety of **transit options** continues to be a defining characteristic of the Township - perhaps too much so, as many residents are concerned about the volume of traffic on our major roads. Much of this traffic neither originates nor ends in the Township, so Township planning policy is not an effective means of reducing its volume. However, we can plan to reduce our residents’ reliance upon private cars through traditional mass transit (i.e., fixed-route busses and trains), new ride-share services like Lyft and Uber, and bicycle and pedestrian paths that are not just recreational but also provide access to shops, restaurants, and workplaces. Cars are changing too: electric and hybrid vehicles are increasingly common, and several manufacturers have announced dates by which they will cease production of gasoline- and diesel-powered vehicles. As fast-charging stations replace gas stations, we must consider their infrastructure needs, even as we celebrate the removal of underground tanks holding thousands of gallons of petroleum products. Proponents of fully autonomous vehicles have so far been over-optimistic about the technology, but road vehicles have an increasing amount of driver assists, and autonomous drones capable of carrying packages and people through the air are in development. Both have the potential to affect road design, parking demand, and access considerations.
- **Housing** dominates the West Whiteland landscape beyond the Exton Crossroads and Lincoln Highway Corridor. As one would expect in a suburban community, we have a lot of single-family detached homes in a variety of sizes and styles; however, even as far back as 1990, this type of housing accounted for only about 55% of the stock with townhouses and apartment buildings making up the rest. We expect that there will always be a market for freestanding homes with spacious yards - especially among households with school-aged children - but we are witnessing a growing trend toward townhouse communities and apartment buildings at higher price points. Developers tell us that there is strong demand for luxurious, well-appointed homes with minimal maintenance responsibilities for the resident. As the “baby-boomers” (those born between 1945 and 1964) continue to age and to retire from the work force, we expect

that we will see increasing demand for housing to accommodate age-related needs. This will not only affect the physical aspects of housing (e.g., smaller homes with less required maintenance), but regulatory issues, such whether to allow semi-independent dwellings, or “accessory units,” within single-family homes for use by an aged family member or a caregiver.

- The current upward trend in the average global temperature was once described as “global warming,” but it was found that the trend was not consistent in all locations, and that related impacts on weather and climate were more complex. As a result, the more comprehensive term “**climate change**” is now the preferred term. The most noticeable impact of climate change in West Whiteland is an increase in the frequency of severe weather, particularly rainstorms. Although the average number of inches of rain that we get in a year remains generally consistent, we are experiencing more frequent intense storms that overwhelm the existing network of streams and man-made stormwater facilities, resulting in flooding. This affects land use planning in that we need to be more diligent than ever in enforcement of our stormwater management regulations and in restricting the development of floodplains and other flood-prone lands that would raise flood elevations or be detrimental to the public in some other way. Assuring the security and resiliency of our infrastructure during and following severe storms is also critical. Underground systems - like the public water supply and sewer networks - are already well-positioned from this perspective. Above-ground systems - including electric distribution, roads, and railroads - need to be designed to withstand the effects of severe weather. Preserving and enhancing tree cover, green spaces, and wetland areas can mitigate the impacts of extreme heat and intense storms.
- In March 2020, the Township experienced the first effects of the **COVID-19 pandemic** as most shops, schools, and workplaces shut down for a time. People quickly learned internet and telephone applications for shopping, education, working, socializing, entertainment, and general communication. As of this writing, the most severe restrictions have eased, but we are still living with some of the effects. While we look forward to more and more in-person interaction, we expect that some of the changes forced by the shut-downs only accelerated trends already in motion and will be part of a “new normal,” post-COVID. Many found that they could work from home and be just as productive as at an office. This suggests that the demand for office space and business parks may drop still further, even as new home designs begin to incorporate intentional work-from-home spaces rather than a perfunctory “home office” niche. Our outdoor recreational spaces found new users and increased popularity. More restaurants provided outdoor dining - in some cases nearly year-round - along with increased take-out and home-delivery options. Retailers also offered home-delivery to a greater extent than they had before. Some retailers adapted restaurants’ take-out concept to “BOPIS,” or, “**By On-line, Pick-up In Store.**” If these adaptations turn out to be permanent, they will affect the demand for recreational spaces and business offices; retailers and restaurants may need less indoor space for on-site customers and more outdoor space for delivery services and customers picking up orders; and mass-market retailers like Target, and Walmart may find that their stores can be smaller even as they construct ever-larger warehouses to compete with on-line retailers.

General Description

The 1974 Comprehensive Plan marked out the Exton Crossroads - the intersection of Lincoln Hwy. and Pottstown Pk. - as the most appropriate place for the densest development in the Township. As shown on the 1974 Land Use Map (Figure 3.3.2), the Crossroads was to be a “commercial core” while the Lincoln Hwy. corridor would be for “industrial” use and all the remaining land for “residential” use: “medium density” surrounding the northern end of the commercial core and between Burke and Ship Rds. south of it. The 1995 Comprehensive Plan revised this policy to make the Crossroads a “town center” with a mix of uses, not just a commercial area. That Plan stated that the Town Center would be “...a mechanism for accommodating certain types of commercial and residential development expected over the next ten to twenty years while controlling the impacts of this development on established residential neighborhoods and on the major open space area in the township.”

The zoning regulations that implemented the Plan - and which are largely still in effect - promoted this policy by allowing a wide variety of residential and non-residential uses in the area around the Crossroads and somewhat less dense non-residential development along the Lincoln Hwy. Corridor - although some residential areas were allowed at the eastern and western edges of the Township. The parts of the Pottstown Pk. Corridor beyond the Town Center are flanked by medium-density residential areas, and the remaining outer corners of the Township are lower density residential areas and open space.

The “Lincoln Highway and Whitford Road Corridors Plan” was a 2015 amendment to the Comprehensive Plan that refined earlier policy: it was clear that the demand for office and light industrial space along the Lincoln Hwy. corridor anticipated in 1995 was not going to materialize, but there was increasing pressure for higher density residential areas. The 2015 amendment responded to this by retaining the policy of mixed-use development for the Crossroads and industrial development for the existing business and industrial parks along Lincoln Hwy. and Whitford Rd. in the western part of the Township, but it added places where higher density residential areas could be accommodated along Lincoln Hwy. in the eastern part. While it called for some different uses of land, what remained intact was the idea that the Crossroads and Lincoln Hwy. corridor were where higher density development belonged, preserving and supporting the lower density residential areas in the outer corners.

The Township had long promoted sidewalks and recreational trails for both pedestrian and bicycle use, but the opening of the Chester Valley Trail through the center of the Township and its nearly instantaneous popularity brought this policy into the forefront. People started to realize that trails were not only recreational but could be used for travel: you could GO somewhere on a trail. The Township amended the Comprehensive Plan again in 2019 to include a Township-wide Bicycle and Pedestrian Plan. Using the Chester Valley Trail as its foundation, the Township’s plan shows extensions and additions to the sidewalk and trail networks along with critical connections. While the recreational benefits are clear, the Plan seeks to enhance the trail network so as to provide an alternative means of transportation such that residents can travel to work or other attractions without needing a car - an attractive option when the roads are congested.

By the late 2010’s, retail activity was declining, and several significant residential projects were constructed in the Crossroads area, continuing the transformation to a mixed-use area first envisioned in 1995. The Township recognized that this shift in demand and development type presented a once-in-a-generation opportunity to plan for a renewed Exton Crossroads.

In October 2020, a Technical Assistance Panel convened by the Philadelphia chapter of the Urban Land Institute (ULI) at the invitation of the Township completed a report called “The Crossroads: Developing a Unique Town Center Identity.” The conclusions of the Report supported the long-standing policy of having the Crossroads be the focus of development in the Township and provided practical recommendations for enhancing the sense of place and overall ambiance of the area around the Crossroads.

Our population has grown by nearly 60% since the 1995 Plan was adopted; the 1995 Plan also predated the completion of the Exton By-Pass, the expansion of Exton Square, the creation of Exton Park, and the technological revolution enabled by the internet and smart phones. Despite these profound changes, the basic development model for the Township has served us well and we see no reason to change it: the Exton Crossroads and immediately surrounding area is our “Town Center” and is best suited to accommodate a mix of uses at the highest density allowed in the Township; the Lincoln Hwy. corridor will provide for a mix of office, retail, light industrial, and residential uses at a somewhat lower density; the Pottstown Pk. corridor provides access to medium-density residential areas; and outer corners will be set aside for lower-density residential areas as well as the most significant open space and recreational spaces. The Future Land Use Map (Figure 3.3.3) illustrates this policy in more detail and is based upon the Land Use Plan from the 1995 Comprehensive Plan as amended by the 2015 Lincoln Highway and Whitford Road Corridors Plan. Policies for the provision of space for various uses are little changed since 1995:

Residential

- Existing lower-density residential neighborhoods in the outer corners of the Township will remain generally as is, although compatible residential infill will be permitted.
- Multi-family (apartment) buildings, single-family attached homes (townhouses and carriage homes), and smaller-lot single-family detached homes will be accommodated in and adjacent to the Town Center, along the Lincoln Hwy. and Pottstown Pk. corridors, and in areas within walking distance of rail stations.

Retail

- Focused on the Town Center.
- Limited neighborhood retail areas.

Office

- Expect demand for new office space will be limited, but maintain and support existing campus-type office developments along Lincoln Hwy. east and west of the Town Center, southeast of the U.S. Route 202 interchange, and around the intersection of Valley Creek Blvd. and Swedesford Rd.
- Accommodate within Town Center as part of desired mix of uses.

Industrial

- Support existing industrial areas: heavy industry along Clover Mill Rd. and light industry along National Rd., the west end of Commerce Dr., and in the Oaklands Corporate Center.

Open Space

- Support development of open and recreational spaces available to the public, including Exton Park and the smaller public parks.
- Require permanent open, recreational, and green spaces as part of new development (both residential and non-residential).
- Prohibit development of environmentally sensitive lands, including but not necessarily limited to FEMA-designated flood hazard areas, wetlands, and steep slopes.

Please note that Figure 3.3.3 is not intended to be a strict representation of the twenty-year build-out but an illustration of the areas in which different land uses are supported by the policies of this Plan.

Exton Crossroads

The Land Use Plan promotes a mix of office, retail, residential, institutional, and open space uses in each quadrant of the Exton Crossroads area. This provides a clearly defined, single location in the Township for the most intensive kinds of uses, configured in such a way as to increase opportunities for “one-stop” patronage of several kinds of facilities, reduced rates of auto-trip generation, and increased opportunities for pedestrian circulation. Basic principles for the Crossroads area are:

- Each quadrant provides a mix of retail, office, residential, institutional, and open space uses, with good physical connections among uses in each quadrant to encourage a “walking downtown” pedestrian-oriented environment within each quadrant. This policy was first articulated in the 1995 Comprehensive Plan and was also recommended by ULI in their 2020 Report.
- Improve connections among the quadrants. The 1995 Plan promoted a “Town Center Loop” road connecting the quadrants, with the possibility of shuttle bus service operating from quadrant to quadrant. With the completion of Waterloo Blvd. and Commerce Dr., this loop now exists and even includes the possibility of an extension west of Whitford Rd. to include the new J Creekside and Waterloo Reserve communities. The 1995 Plan also noted that pedestrian bridges over Pottstown Pk. would connect the eastern quadrants to those on the west side of this principal arterial road. While such bridges would be ideal - especially for the Chester Valley Trail crossing - their cost would be significant, and a handicapped-accessible design could require more space than is available. Even so, we remain open to this possibility.
- The 1995 Plan promoted structured parking in the interest of reducing the land area given over to parking. This remains a valid course of action, particularly if the structure accommodates other uses, but the increasing prevalence of ride-sharing services, retailers’ provision of take-out and BOPIS options, and ability to walk or use a bicycle for shorter trips suggest that the overall demand for parking may be falling. While sufficient parking must be available to serve residents and business patrons safely and without undue congestion, creative alternatives to the construction of extensive surface parking lots are welcome.
- Improvements to Lincoln Hwy. in the Town Center area to provide character more like a landscaped boulevard. Improvements may include increased setbacks, underground

electrical utilities, shared driveways and parking lots, revised signage and lighting, and more landscaping.

By establishing a mixed-use Town Center, the 1995 Plan sought to address land use and traffic problems caused by the proliferation of auto-dependent retail uses at the Exton Crossroads as well as along Lincoln Hwy. and northward along Pottstown Pk. towards the boundary with Uwchlan Township. These were valid points, but a thriving Town Center will not in itself resolve traffic problems and is likely to generate additional traffic. However, a Town Center that emphasizes walkability and aesthetic quality is bound to be more visually appealing than a landscape designed to prioritize automobiles. As in the 1995 Plan, the current Future Land Use Plan establishes a clear perimeter to the Town Center and promotes the addition of office, residential, and institutional uses to the existing retail activities in the interest of providing a balanced land-use mix, reducing the need to use a car for all trips, and creating an opportunity to improve the character, image, and quality-of-life of the community.

This latter point is a key aspect of the Plan. On the ground, the Township borders aren't obvious: the township blends seamlessly into the adjacent municipalities. The center of the community is not clearly defined either: "Exton Crossroads" is a well-known location in the region, and the construction of Main Street at Exton has helped provide a clearer sense of place - particularly with the addition of the Township Building and residential areas - but other nearby community facilities (the post office and the library, for example) are more isolated and do not contribute to making a clear center for the community. The Plan proposes that the existing uses in each of the quadrants defined by the Exton Crossroads be augmented with new elements to make a place that acts as a magnet for Township residents and visitors alike, while providing a recognizable emblem of the Township.

The Future Land Use Plan addresses land uses at a general level. The 1995 Plan noted that their recommendations for the Town Center required a more detailed examination of the circumstances and potentials of the Crossroads area and called for the preparation of a more-focused Town Center Plan. The 2020 ULI Report was the first step in creating such a plan and was able to assess the impact of the many changes to the Crossroads area since 1995. That Report also generate a number of recommendations that need to be addressed as we move toward the creation of a vibrant, welcoming Town Center.

Beyond the Town Center

The Future Land Use Plan accommodates less intense land uses outside the Town Center, with an emphasis on conservation of environmentally sensitive areas, selective infill of residential neighborhoods, low- and medium-density housing, and low-intensity business park and light industrial uses.

Conservation of environmentally sensitive areas includes the protection floodplains (or "flood hazard areas"), wetlands, steep slopes areas, and woodlands. The Future Land Use Plan shows how the web of FEMA-designated flood hazard areas can provide the backbone of a permanent open space network extending throughout the community, connecting parklands, environmental features, utility and transportation corridors, and a golf course. The 1995 Plan was understandably concerned that the growing population continue to have access to open space areas. This concern was addressed in a significant way with the acquisition by the Township and Chester County of approximately 700 acres of land from the Church Farm School, creating what is now Exton Park. Smaller Township parks like Boot Road Park, Catov

Park, and Roscioli Park now provide recreational and open space areas in other parts of the Township. In combination with privately owned areas of permanent open space - as are required for most residential developments - the Township is now in the enviable position of having fully 20% of its area in protected open space.

Residential Uses

The Future Land Use map classifies residential areas according to gross density limits rather than by specific housing types to increase flexibility in responding to natural site conditions, recreational needs, and market demands for a range of housing types and site sizes

Residential infill describes the sensitive integration of new dwellings into the Township's existing fabric, including the addition of compatible residential development on vacant and undeveloped parcels in existing neighborhoods.

In general, low-density development characterizes most of the residential areas, reflecting their existing character and indicating Township continuing support for these neighborhoods into the future. The Town Center area, on the other hand, where retail services, transit, community facilities, and jobs are all potentially within walking distance from residences, is designated as the most appropriate location in the Township for higher residential densities. Medium density residential uses, which we expect will be townhouses and single-family homes on smaller lots, are closer to the Town Center and to major roads than the low-density areas.

Industrial Uses and Business Parks

The areas shown for these uses on the Future Land Use map are essentially those that have been in such use for some time: the Lincoln Hwy. corridor between Ship Road and the Church Farm School, the area west of the Town Center to the East Caln Township line, and around the U.S. Route 202 expressway.

Traditional "heavy" industry - things like large-scale manufacturing and processing of raw materials - is largely absent from the Township, and economic trends indicate that we are not likely to see its return. In contrast, space for "light" industrial uses - including things like assembly, electronics, warehousing, and the office and administrative functions that go with them - remains in demand. The demand for warehouse and storage space is especially strong due to the proliferation of on-line retail and the dispersed hubs they require to meet their delivery commitments. This category also includes things like data centers and server farms that did not exist in 1995. Regulations historically required these uses to be separated from residential areas due to their smoke and noise. The industries we have in the Township today are not "smokestack" operations, although noise remains a concern in some instances. More commonly, we seek to mitigate the impacts of lighting, traffic, and aesthetics. For these reasons, these uses are best accommodated in locations with easy access to expressways and/or rail lines and away from densely developed mixed-use areas where we want to create an attractive, pedestrian-oriented environment.

Commercial Uses

As previously noted, the commercial landscape has changed radically since we adopted the 1995 Plan: less than twenty years after its dramatic expansion, two of the four department

store anchors at Exton Square mall are gone - although due to national trends more than local conditions. The sub-regional centers like Exton Plaza, Fairfield Place, Festival at Exton, and the Whiteland Towne Center have fared better, and the mixed-use Main Street at Exton appears to have assumed the regional landmark status once enjoyed by Exton Square.

The 1995 Plan envisioned the Town Center as a blend of different uses, accommodating office-commercial, retail-commercial, high-density residential, institutional, hotel, and open space elements that would allow for the "...internalization of automobile trips, leading to a reduction in overall trip generation..." as well as preventing Lincoln Hwy. from becoming a relentless strip of unremarkable, automobile-centric development. Although one may question whether any automobile trips have been "internalized," this policy has clearly been successful in supporting a more distinctive center. For this reason, this Plan continues to promote the Town Center as the preferred focus for the highest density of development allowed in the Township. We may yet see a moderation of traffic as more residents move into the Town Center's new apartment buildings and take advantage of the growing network of sidewalks and trails, including a new bicycle-friendly connection to Exton train station. And while Exton Square may now be but a shadow of its former self, its owners have declared their commitment to the site and to its transformation to something worthy of what is arguably the most important crossroads in Chester County.

Outside of the Town Center, commercial activity is to be accommodated at the Festival at Exton shopping center and in a handful of neighborhood centers. These smaller centers are consistent with the Town Center concept. Local services providing day-to-day needs for Township residents should be convenient and, for people living in the outer corners of the Township, access to those services should not always require a trip to the Town Center.

Institutional Uses

As we are the Crossroads of Chester County, it is not surprising that many institutions want to make their home in the Township. While we welcome the schools, libraries, houses of worship, and government services that comprise this category, they are often non-profit organizations and therefore tax exempt: their contribution to the character of the Township needs to be balanced against the cost of providing them with public services and revenue lost by not accommodating a tax-paying entity in their place.

We do not have a designated zoning district for institutional uses, choosing instead to accommodate them in a variety of appropriate districts through an "institutional overlay" district. We will maintain this policy going forward. The institutional uses shown on the Future Land Use map are a combination of lands already in institutional use and of places where additional such uses may be accommodated. As already noted, institutional uses are also appropriate in the Town Center.

The Future Land Use Map: Categories of Use

The Future Land Use Map (Figure 3.3.3) is not the same as a Zoning Map. The Future Land Use Map is an illustration of how we expect the Township to look - or how it could look - twenty years from now. In contrast, the Zoning Map is one tool to help us get there; it may be viewed as an intermediate step between what exists now and what is shown on the Future

Land Use Map. Put another way, the Future Land Use Map is a policy statement; the Zoning Map is a legally enforceable document.

The categories on the Future Land Use Map do not all have equivalent zoning districts. For example, there is no geographically defined zoning district for institutional uses, but we know where they are and where we would like them. Even so, there is a clear connection between these maps. If the Zoning Map is a tool to help achieve the policy illustrated in the Future Land Use Map, then it follows that the Zoning Map is a step along the way toward the realization of the policy and that the Zoning Map will change over time as we get closer to achieving that policy. Therefore, Future Land Use Map is particularly useful when we consider amendments to the Zoning Map. The categories shown on the map include the following types of development.

- **NATURALLY CONSTRAINED LANDS** - This is not intended to be a geographically defined zoning district, but the category shows the anticipated impact of policies to limit development of environmentally sensitive areas. These areas include, but are not limited to, FEMA-designated floodplains, other floodplain areas, wetlands, and lands with slopes of 25% and more. Only a tiny handful of the lots in the Township are entirely constrained. In most cases, constrained lands occupy only a portion of otherwise developable lots, and we expect that these constrained areas will be maintained as undeveloped and unimproved portions of those lots.
- **LDR LOW DENSITY RESIDENTIAL** - The 1995 Comprehensive Plan defined this category as residential development at a density of not more than two dwelling units per developable acre¹ (2 du/da). This remains an appropriate density for this category, which we intend to consist primarily of single-family detached homes; however, accessory dwelling units within single-family homes and attached housing (like carriage homes) may be appropriate in some settings, provided that the density remains at or below 2 du/da. Non-residential uses should be limited to small-scale home occupations and in-home businesses that do not detract from the residential character of the neighborhood.
- **MDR MEDIUM DENSITY RESIDENTIAL** - The 1995 Comprehensive Plan defined this category as residential development with a density between 2 du/da and 4 du/da. Again, we find that this remains an appropriate density for this category. Suitable housing types include single-family detached homes, carriage homes, and townhouses; some flats (also known as maisonettes or over/under units) may be accommodated, provided that the density of 4 du/da is not violated. Multi-unit dwellings (i.e., apartment buildings with the individual dwellings accessed from an interior corridor) are not necessarily prohibited, but they must be carefully sited to maintain the overall character of the neighborhood and should be conditioned upon the provision of significant permanent open space. As with the LDR, non-residential uses are to be limited to home occupations - although these may be more strictly controlled in light of the higher density of residences. Many of the existing communities in the MDR area include open space areas, a concept that we continue to support.
- **HDR HIGH DENSITY RESIDENTIAL** - The 1995 Comprehensive Plan envisioned this as residential development between 4 du/da and 8 du/da in the form of townhouses and

¹ The developable acreage of a property excludes FEMA-designated floodplains, wetlands, easements, rights-of-way, and areas with a slope of 25% or greater. The term is defined in the Township's Zoning Ordinance.

apartment buildings. While we continue to support this density for the areas in this category, we note that there is little if any developable land left in these areas. At this density and without the open space required in the MDR areas, the character of this use feels more urban and therefore more suitable for the Town Center area.

- **OR OFFICE and RESIDENTIAL** - This category was established as part of the 2015 amendment to the Comprehensive Plan. Prior to that time, this area was set aside for light industrial and office uses, but changing market conditions resulted in the land remaining undeveloped or under-developed. The 2015 amendment proposed this combination of uses to promote higher-density housing (generally equivalent to the MDR described above) in proximity to the existing office and light industrial employers in the Whiteland Business Park, noting that these uses are conducted such that they would have little if any adverse impact upon nearby residents.
- **NC NEIGHBORHOOD COMMERCIAL** - The 1995 Plan envisioned these areas as small, neighborhood-oriented commercial areas where residents could access day-to-day services and retail without going to the larger commercial areas along Lincoln Hwy. This achieved only moderate success, so the areas shown here in this category are a bit smaller than in the 1995 Plan and indicate areas of existing commercial use.
- **OCR OFFICE COMMERCIAL RETAIL** - This is another category from the 2015 Plan, established to support the evolution of the Lincoln Hwy./Whitford Rd. intersection into a mixed-use center distinct from and subsidiary to the Exton Crossroads. This use is similar to the OR category described above, but it is meant to accommodate retail uses (such as the Festival shopping center and retail uses currently found along Lincoln Hwy.) in lieu of light industrial operations. Like the OR category, the residential component is meant to have a density and character similar to the MDR category.
- **IBP INDUSTRIAL and BUSINESS PARK** - The 1995 Plan had separate categories for “general industry” and “business park.” Historically, West Whiteland had few manufacturing operations and was never what one would describe as an industrial community. Given global trends and the infrastructure needs of heavy industry and large-scale manufacturing, we are not likely to attract interest from any such operators that may be scouting new locations. Even so, we wish to support the industries that we have and provide space for them that minimizes the potential for conflicts with other uses. We have combined the 1995 categories because we recognize that most of our manufacturers conduct their operations in completely closed buildings, they have minimal outdoor storage, and they often have extensive administrative sections such that the overall impact of the operation upon the neighborhood is similar to an office building. We also have determined that these locations are best suited to accommodate larger warehouses, logistical centers, and technical infrastructure (like server farms): growth industries looking for space.
- **INS INSTITUTIONAL** - Institutional uses are a critical part of a community, providing essential services and support to our residents and businesses. They include government offices; emergency services like police, fire, and ambulance response; schools; houses of worship; hospitals and clinics; and some residential arrangements, like long-term and continuing-care facilities and some religious communities. The Zoning Ordinance accommodates institutional uses through “overlay” provisions. That is, there is not a single district designated and defined for these uses, but they are allowed in a number of districts, subject to stated criteria such as minimum lot size, the provision of specified utilities, and road access. The institutional areas shown on

the Future Land Use map indicate existing uses as well as areas where additional institutional uses are appropriate.

- **TCMU TOWN CENTER MIXED USE** - This category is the area surrounding the Exton Crossroads - the intersection of Lincoln Hwy. and Pottstown Pk., also known as PA Route 100 - and illustrates the continuation of the Township's long-standing policy of accommodating our highest intensity of development at this location. The intent is to allow a mix of residential, commercial, institutional, recreational, and office uses designed to facilitate pedestrian and bicycle travel such that residents and patrons have options for getting around in addition to getting into a car. A mixture of uses on lots and even within buildings is not merely permitted but is encouraged. At the same time, the naturally constrained lands are to be retained in a naturalistic (if not truly "natural") condition, facilitating climate resilience and providing green corridors through an otherwise densely developed area. Single-family detached homes are not encouraged here (note that the nearby Whiteland Crest neighborhood is not included in this category); instead, the highest density multi-family residential uses are permitted in structures that may be as tall as six stories. Quite intentionally, we do not specify a maximum density for this category. Residential density will instead be controlled through Zoning standards limiting building height and lot coverage as well as requiring setbacks from streets and property lines along with improved open areas and public amenities. We anticipate that residential density will exceed the 8 du/da allowed in the HDR category. In addition, non-residential uses will be accommodated at a scale and intensity that will facilitate walkability, and development will be required to promote a positive pedestrian experience, providing safe, landscaped sidewalks, structures to provide protection from rain and sun, and visually interesting, high-quality architecture. Bicycle routes connecting to the Chester Valley Trail will further reduce reliance on motor vehicles. While this category allows *many* uses, it will not be open to *all* uses. Activities such as data centers and server farms that are conducted in large windowless buildings that discourage pedestrian interaction will not be allowed; other activities like warehousing and large-scale manufacturing will be prohibited not only due to the appearance of their large, pedestrian-unfriendly buildings, but also because they generate a lot of truck traffic, making them even more incompatible with pedestrians.
- **OSR OPEN SPACE and RECREATION** - Like the institutional category, these uses are not intended to be a designated zoning district, but we recognize that open spaces are essential to our quality of life. This category includes existing areas of permanently preserved open space, like the Township and County-owned parks, along with major privately owned spaces that we expect will remain open for the next twenty years. Examples of such private spaces include the Whitford Country Club near the border with East Caln Township and the diagonal swathe of PECO-owned lands occupied by the large electric transmission lines in the southern part of the Township. The Future Land Use Map does not show permanently preserved green space within residential developments since they are ancillary to the residential use of their lots. However, these spaces are crucially important as they are the most accessible green spaces available to thousands of our residents and they constitute a significant percentage of our protected open space lands. The Open Space Map (Figure 3.3.4) provides a better illustration of these lands.
- **T TRANSPORTATION** - This category includes roads, railroads, and facilities dedicated to transportation, such as our two train stations; there are no airports in the Township. Transport facilities that are accessory to some other use - such as SEPTA

bus station at Exton Square shopping center - do not appear as it is subsidiary to the principal use. Similarly, we expect that facilities to accommodate transportation options now in development - such as aerial drones and taxis - will be provided as accessories to other uses and not as a stand-alone facility. This area may also provide for uses such as billboards that need to be adjacent to roads or railroads; however, these will be strictly regulated through the Zoning Ordinance to minimize their impact upon nearby properties.

DRAFT Future Land Use Map

WEST WHITELAND TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

Map Features

 Naturally Constrained Land

Future Land Use

 LDR Low Density Residential

 MDR Medium Density Residential


 HDR High Density Residential


 OR Office Residential


 NC Neighborhood Commercial


 OCR Office Commercial Retail

 IBP Industrial & Business Park

 INS Institutional

 TCMU Town Center Mixed Use

 OSR Open Space & Recreation

 T Transportation

EAST CALN TOWNSHIP

EAST BRADFORD TOWNSHIP

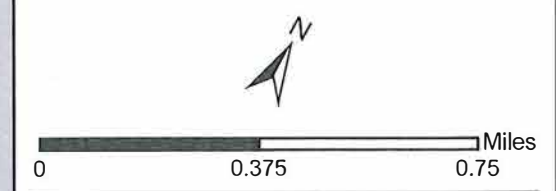
EAST WHITELAND TOWNSHIP

UWCHLAN TOWNSHIP

CHARLESTOWN TOWNSHIP

WEST GOSHEN TOWNSHIP

EAST GOSHEN TOWNSHIP



Prepared by: West Whiteland Township, 2022
Data Source: Chester County DCIS, 2022

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: 2/7/2022
To: Derek Davis
From: Mark Gordon, Township Zoning Officer 
Re: **HM Trail Spur to Alcott Cir.**

Derek,

Recently the Bicycle Club in Hershey's Mill asked the Master Association to explore, with East Goshen Township, options to provide a safe connection for Hershey's Mill residents to access the Paoli Pike Trail.

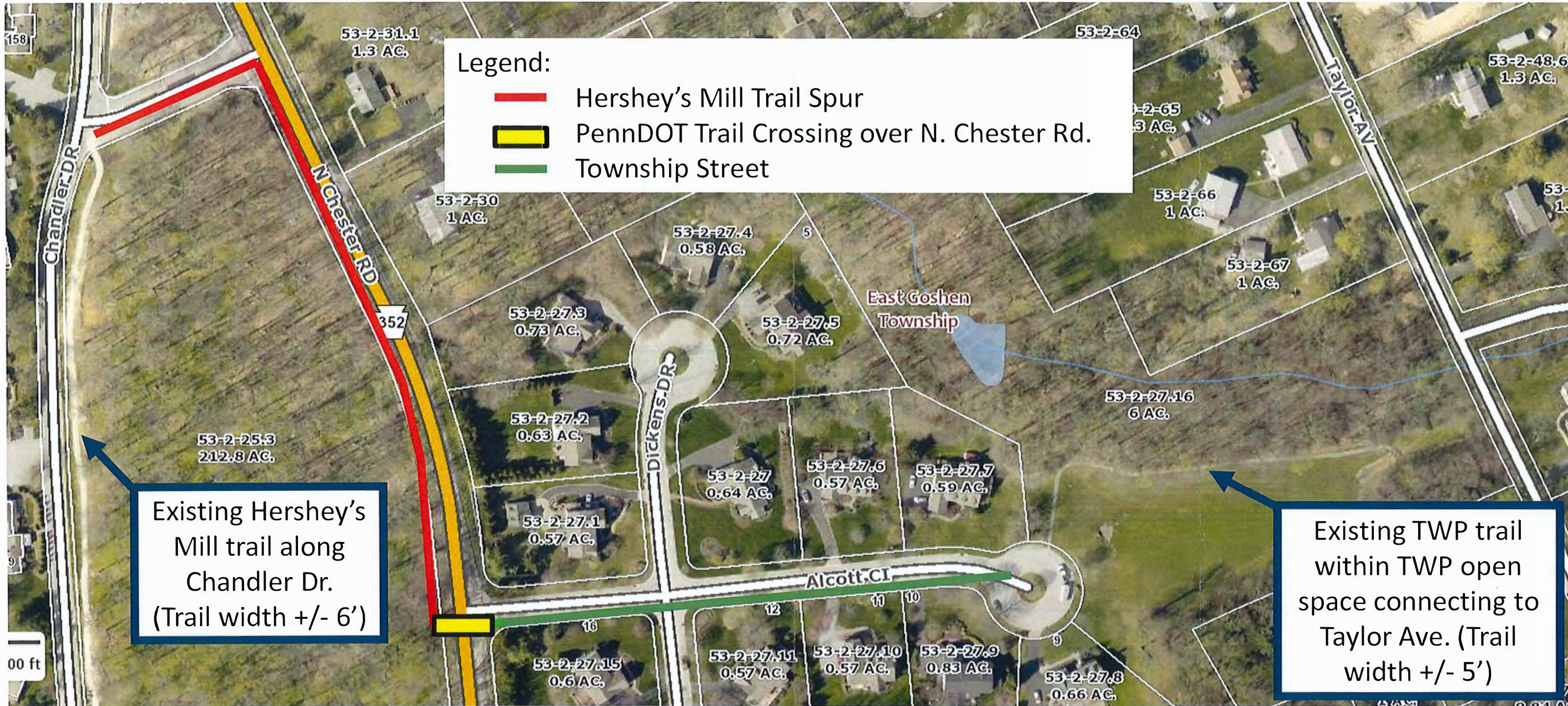
Mr. McFalls' first request was to use the Emergency Access Easement which was recently constructed by the Township between Devonshire Village and Cornwallis Drive. After review of the easement language, I advised Mr. McFalls that this did not appear to be a viable option due to the "emergency access use only" language in the easement agreement with the private property owner on Cornwallis Drive.

The second option Mr. McFalls has asked about is a trail extension from the East Gate of Hershey's Mill to Alcott Cir. I envision this as an extension of the HM Trail along Chandler Dr., out the East Gate of HM, along the frontage of N. Chester Rd. to new Bicycle and Pedestrian crossing to Alcott Cir. as shown in the enclosed graphic. Alcott Circle has a Township trail, which connects the development to Taylor Ave, and Taylor Ave. connects to Paoli Pike, which is immediately adjacent to East Goshen Park.

This is a very **CONCEPTUAL**; however, the potential to connect Hershey's Mill Residents to the Township Park, Applebrook Park, and the Paoli Pike Trail; is worth a conversation. I believe this to be a viable alternative at first glance and warrants additional investigation.

If the Board concurs, staff can begin looking into this with the Township Traffic Engineer and report back with their thoughts.

Hershey's Mill East Gate Trail Spur



Memo

To: Board of Supervisors
From: Park and Recreation Commission
Re: Community Day Activities
Date: February 4, 2022

Community Day has been scheduled for Saturday, June 25th with a rain date of Sunday, June 26th. Per Township procurement standards; the Director of Parks and Recreation has received the following price quotes to be reviewed by the Park and Recreation Commission and selected by the Board of Supervisors. Potential vendors were provided with identical scopes of service. It is important to note, the Friends of East Goshen 501c3 anticipates financially supporting the event in its entirety.

Name	Service Provided	Service Fee
Bixler Pyrotechnics	Fireworks Demonstration	\$10,250
Skyshooter Displays	Fireworks Demonstration	\$13,000
International	Fireworks Demonstration	\$14,750

Name	Service Provided	Service Fee
One Stop Party Shop	Inflatables and Carnival Games	\$4,000
Bette's Bounces	Inflatables and Carnival Games	\$5,637

Bixler Pyrotechnics is the fireworks recommendation because:

- Price quote is the lowest.
- They were the 2021 Community Day vendor and were professional, communicative and on time.
- They have a fully computer controlled firing system. This firing system improves timing of shells and increases on site safety. This firing system was executed from the park at last year's Community Day, and was raffled off as a Friends of East Goshen experience. Additional fundraising stream of approximately \$250.
- For 2022, Applebrook Golf Course has an event and won't be able to be the launch site. The launch site will be in Applebrook Park, located on the opposite side of the creek from the "Applebrook" launch site. This has always been the plan B launch site. Bixler Pyrotechnics/Public Works is in an agreement and believes this will actually provide a better show; closer to the participants but still well within industry standard safety boundaries. Anecdotally, past fireworks vendors have asked about the plan B location for the same reasons.

One Stop Party Shop is the inflatables recommendation because:

- Price quote is the lowest
- Customer service (determined at events) has been among the best for the above vendors.
- One Stop Party Shop will provide staff for the trackless train and gas; additional Township cost savings
- Quote is for 6 x inflatable moon bounce/obstacle courses, high/low striker game, trackless train and staffing

Motion: I move to select Bixler Pyrotechnics and One Stop Party Shop for the above listed Community Day services.

Computer/H:/East Goshen Township/Budget

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

To: Board of Supervisors

From: Mark Miller

Ref: Chemical and Sign Bids

Bids were opened for Chemicals and Signs on January 24, 2022. We have reviewed the bids and recommend the following award.

Signs and Posts are as follows

H.A. Weigand Inc. - \$13,540.55

Garden State Highway - \$16,689.65

Chemical Bid Results:

Univar Solutions - \$29,516.00 Soda Ash .5016/Lb Alum. Sulfate \$1.75/Gallon

Madame Chair women I recommend the bids be approved as submitted

H.A. Wiegand Inc. \$13,540.55

Univar Solutions USA in the amount of \$29,516.00

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

February 8, 2022

To: Board of Supervisors

From: Mark Miller

Ref: Air Compressor Replacement Purchase

Our current Air Compressor that was purchased in 1995 has broken down and is need of major repairs. Due to the age of the unit, it is not worth rebuilding. We have been told that parts are not even available. The air compressor is fully depreciated as it has been in the fleet for **27 years**. I have been shopping for a used compressor on COSTARS, and I have located two vendors that offered the following units.

The lower priced unit from United Rental has been in the rental fleet for 7 years and has 1,311 hours. I would recommend the unit from Foley CAT because of the lower hours.

Foley Cat: is offering a 2019 unit for **\$19,750.00** with **346 hours**

United Rentals: has a 2015 unit for **\$18,810.00** with **1,311 hours**

Motion: Madam Chair: We recommend the purchase from Foley Cat in the amount of **\$19,750.00**

MEMO

Date: February 9, 2022
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Application for New State Grant program

A new state grant program known as the *local share account (LSA) program* was just approved and is providing municipalities with grant opportunities up to \$1 million.

Staff is proposing to the board that we use the funds in the following manner if we apply for and receive the funding:

- 1) Requesting from the program \$600,000 to cover the gap in the existing Hershey's Mill Estates sewer project. We have over \$900,000 that will be received in July as part of the remaining ARPA funds which will cover 60% of costs but, as we have discussed, the project has ballooned to around \$1.5 Million. This would cover that hole.
- 2) Request \$176,000 to be used for the Bow Tree Pond project which will be a total of \$220,000.
- 3) Possible "Mobile Cart" option for video equipment (Still exploring this one, may or may not be possible).

Technically this is a "No Match" program which sounds great but we believe we have a better chance to get the funds if we put some skin in the game, which is actually fine since we were technically going to have to fully fund these projects ourselves anyway.

All told, this *could* result in a savings of over \$700,000 for the township if we can get these funds. We believe this is going to be a onetime shot of money and not an annual thing (we think it's mainly due to better than expected returns in state gaming revenue) and they are making us act quickly so we don't really have time to explore funds for something that has not been fully thought out yet (due March 15th). We know we will be doing these projects anyway and can have our engineer get plans together for the applications pretty quickly.

MOTION: Madam Chair, I move we direct staff to apply for state grants through the *local share account (LSA) program* to be used for the upcoming two projects:

Hershey's Mill Sewer Project (\$600,000 request from the grant program)
Bow Tree Pond Project (\$176,000 request from the grant program)
Mobile Cart AV Equipment (\$15,000 request from the grant program)

LOCAL SHARE ACCOUNT STATEWIDE

Program Guidelines | January 2022



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Section I – Statement of Purpose

The PA Race Horse Development and Gaming Act (Act 2004-71), as amended, provides for the distribution of gaming revenues through the Commonwealth Financing Authority (CFA) to support projects in the public interest within the Commonwealth of Pennsylvania.

Section II – Eligibility

A. Eligible Applicants

- Counties
- Municipalities
- Municipal Authorities
- Economic Development Agencies
- Redevelopment Authorities

B. Eligible Projects

Eligible projects must be owned and maintained by an eligible applicant or a nonprofit organization.

- **Projects in the Public Interest**
Projects that improve the quality of life in the community.

C. Eligible Uses of Funds

- Acquisition
- Construction
- Demolition
- Infrastructure
- Purchase of vehicles, machinery and/or equipment
- Planning, consulting and design costs related to planning projects.
- Engineering, design and inspection, to include permitting fees, for construction projects not to exceed 10% of the total grant award.
- Administrative costs of the grantee for the purposes of administering the grant. Administrative costs may not exceed 2% of the total grant request.
- Contingency costs not to exceed 5% of documented construction and infrastructure costs.

D. Ineligible Project Costs

- Operations and salary costs with the exception of administrative costs of the grantee directly related to grant administration.
- Training costs.
- Consulting fees with the exception of costs for an eligible planning project.
- Warranty fees.
- Public relations and marketing costs.
- Fees for securing other financing, interest on borrowed funds, and/or refinancing of existing debt.
- Lobbying, reparations, fines, application preparation/consultant fees.
- Costs incurred prior to the approval of CFA funding.

Section III – Grant Requirements and Limitations

A. Funding

- Grants are available for projects with a total eligible project cost of \$25,000 or more.
- Grant requests shall not exceed \$1,000,000 for any project.

B. Applications and Project Scope

- Each application must include a cohesive project scope based on a singular project. This may include multiple phases of the same project.
- Applicants may submit multiple applications.

C. Project Activity Period

- Projects may not commence work prior to receiving CFA approval. Projects that begin prior to approval, including any proposed match, will result in the project being ineligible for funding consideration.
- To be eligible for reimbursement, project costs must be incurred within the time frame established by the grant agreement.

Section IV – Program Requirements

A. Nondiscrimination

No assistance shall be awarded to an applicant under this program unless the applicant and the project user certifies to the CFA that the project user shall not discriminate against any employee or against any person seeking employment by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act, which prohibits discrimination on the basis of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, or in violation of any applicable federal laws. All contracts for work to be paid with grant funds must contain the commonwealth's official nondiscrimination clause.

B. Project Account

For record maintenance and audit purposes, all Local Share Account funds must be deposited in a separate project account.

C. Project Records

The applicant must maintain full and accurate records with respect to the project. The CFA requires access to such records as well as the ability to inspect all project work, invoices, and other relevant records at reasonable times and places.

D. Certification of Expenses

The applicant shall sign a payment request form certifying that the expenses were incurred and were in accordance with the scope of work approved by the CFA. In lieu of a formal project audit and prior to final closeout of the grant agreement, the applicant shall be required to submit copies of all canceled checks verifying the expenditure of the LSA Program proceeds. Bank statements may also be submitted if electronic payment of the expenditure occurred.

E. Bidding

If the applicant is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, it shall comply with those statutory bidding procedures. If not, the grantee shall comply with open and competitive bidding procedures in awarding any contracts in excess of \$10,000 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when such contracts are funded at least 50% with funds made available under this Contract. In order to comply with open and competitive bidding procedures, the grantee must obtain a minimum of three arms-length bids from contractors who are capable of performing the services requested.

F. Prevailing Wage

The Pennsylvania Prevailing Wage Act (43 P.S. § 165-1 et seq.; 34 Pa. Code § 9.101 et seq.) may be applicable to a project funded under this program. Prevailing Wage requirements are generally applicable to grants for construction, demolition, reconstruction, alteration, repair work, renovations, build-out and installation of machinery and equipment in excess of \$25,000. If applicable, the grantee is responsible for including prevailing wage rates in all bid documents, specifications, and construction contracts pertaining to the Project. The Department of Labor and Industry (L&I) has final authority to make prevailing wage applicability determinations.

Memo

To: Board of Supervisors
From: Dave Ware, Director of Finance
Re: Refunding of Township Debt
Date: February 9, 2022

After examining the outstanding debt which is currently held by the Township (\$6.049M in General Fund debt), and the Municipal Authority (\$9.607M in Sewer debt), I would like to engage with a Financial Advisor to advise and explore the possibilities of refunding these obligations and the cost and benefit of doing so. PFM Financial Advisors LLC assisted in the original issuance of East Goshen Township's 2017 General Obligation Bonds and continually ranks as the #1 Financial Advisor in Pennsylvania (source: Refinitiv Financial Advisor & Underwriter). The Government Finance Officers Association (GFOA) recommends refunding debt when a net refunding savings would be no less than 2% of refunded principal. In this instance, Chris Bamber of PFM Financial Advisors LLC conservatively estimates that the refunding of the 2017 General Obligation Bonds alone would be a net savings of 3.02%, or \$235K over the life of the debt. This would not necessarily add any length of time to the current debt maturity dates. Any costs for financial advisor, bond counsel, solicitor, underwriter, rating agency, and paying agent are included in the estimated 3.02% net savings.

If the board is inclined, the motion would be as follows:

DRAFT MOTION: Madam Chair, I make the motion we authorize staff to engage PFM Financial Advisors LLC in the investigation of the possibility and cost/benefit of refunding Township and Municipal Authority debt.



EAST GOSHEN TOWNSHIP

PFM Financial Advisors LLC Overview

PFM Financial Advisors LLC

PFM was founded in Philadelphia in 1975 to provide independent financial advice to public governments raising capital through the issuance of tax-exempt & taxable debt.

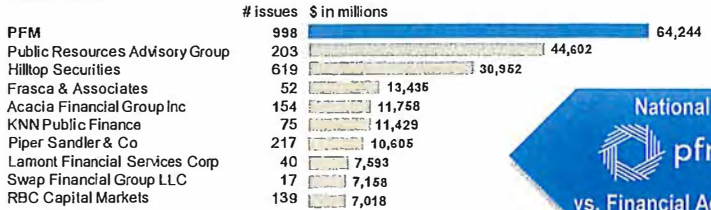


31 LOCATIONS ACROSS THE COUNTY



2021 Full Year Overall Long Term Municipal New Issues

Municipal Financial Advisory Ranking - Equal to Each Financial Advisor
Source: Refinitiv



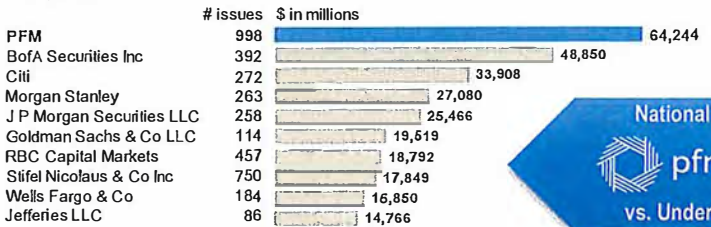
PFM is **NOT** an underwriter or investment bank; however, PFM's municipal market participation, both in # of issues and \$ volume, surpasses that of major Wall St. firms

2021 Full Year Overall Long Term Municipal New Issues

PFM vs. Underwriter

Municipal Financial Advisory vs Underwriter Ranking

Equal to Each Financial Advisor, True Economics to Each Bookrunner
Source: Refinitiv



What is a Financial Advisor?

The role of a Financial Advisor is simple – to represent the best financial interests of an Issuer with respect to the planning, structuring and execution of any debt issuance. This includes the creation and management of a financing plan, generated in conjunction with the Issuer, that outlines the steps necessary to issue debt for refunding or new money purposes.

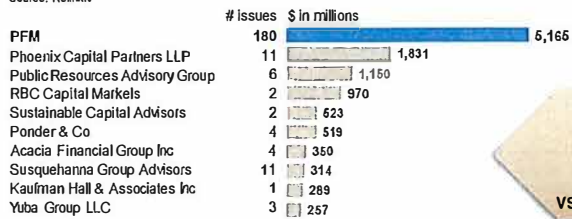


PFM's Pennsylvania Practice

PFM's roots are based in Pennsylvania, with offices in Philadelphia, Harrisburg, and Malvern. With a team of 19 dedicated professionals solely to the Commonwealth, including 13 registered Municipal Advisors, PFM continually ranks as the #1 Financial Advisor in Pennsylvania and participates in more Pennsylvania local government debt issuances than any other Financial Advisor or Underwriter [1].

2021 Full Year Pennsylvania Long Term Municipal New Issues

Municipal Financial Advisory Ranking - Equal to Each Financial Advisor
Source: Refinitiv



[1] Source: Refinitiv Financial Advisor & Underwriter rankings as of 12/31/2021

Selection of Underwriter

East Goshen Township previously selected the Underwriter on a competitive basis, where an auction is held with local, regional and national underwriters invited to bid. The Bonds are awarded to the bidder with the lowest True Interest Cost.



Bidder	True Interest Cost	Total Bids	Spread to Winner
Janney	-2.7784%	9 bids	n/a
FTN Financial	2.7838%	20 bids	0.54 bps
PNC	2.9112%	4 bids	13.28 bps
UBS	2.9238%	20 bids	14.54 bps
Robert Baird	2.9876%	1 bid	20.91 bps
Raymond James	2.9974%	5 bids	21.90 bps



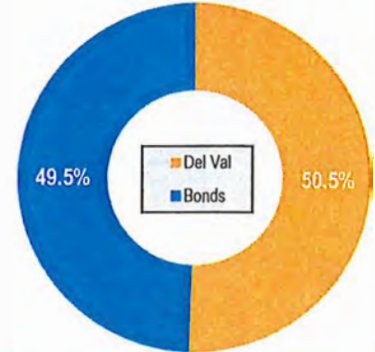
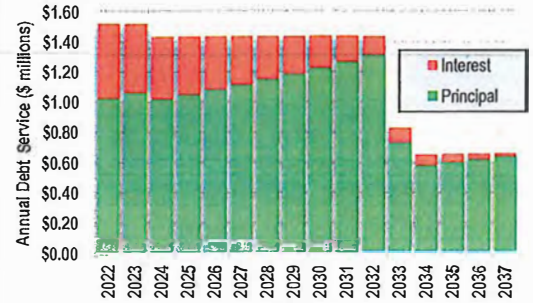
EAST GOSHEN TOWNSHIP

Debt Overview & Refunding Opportunity Summary

GENERAL FUND DEBT				
Series	Type	Principal Outstanding	Average Rate	Call Feature
Series of 2003 Note	Del Val loan	\$759,000	4.310% ^[1]	Make-whole ^[2]
Series of 2017 Bonds	Bond issue	\$7,755,000	2.688%	10/1/2022
Total Principal Outstanding		\$8,514,000		

GUARANTEED DEBT				
Series	Type	Principal Outstanding	Average Rate	Call Feature
EGMA Series of 2008	Del Val loan	\$5,458,000	3.960% ^[1]	Make-whole ^[2]
EGMA Series of 2013	Del Val loan	\$1,684,000	3.049% ^[1]	Make-whole ^[2]
TOTAL GUARANTEED DEBT		\$7,142,000		

TOTAL DEBT OUTSTANDING	\$15,656,000
-------------------------------	---------------------



^[1] Per each Notice of Fixed Rate Conversion certificate
^[2] Make-whole meaning that a swap termination payment would be owed if current swap rates are lower than what the current fixed rate is on the Loan.

Del Val Refunding Opportunities

Loans from the Delaware Valley Regional Finance Authority ("Del Val") may or may not having call provisions, depending if the loan has a fixed rate and associated fixed payer swap and if the issuer elected to have a call option. For the 2003, 2008, and 2013 Notes, unfortunately none have a call option and all have the requirement to fund a swap termination payment, if required.

Further conversation with Del Val regarding the potential amounts of a swap termination in the current market can be had, which will be included in a future refunding analysis to determine the potential economic benefits, if any, that are available in the current market.

Del Val Loan Refunding Benefits

- ✓ Eliminate swap/pool risks & exposure
- ✓ Ability to restructure debt for upfront cash-flow relief (if necessary)

Del Val Loan Refunding Considerations

- ✓ Significantly reduced net savings due to swap termination payment requirement & current market conditions

"The Participant acknowledges, pursuant to Section 6.01 of the Loan Agreement, that the Participant may prepay all or a portion of the Participant Note that is subject to the Loan Fixed Rate by giving at least thirty days of notice to the DVRFA; however, the Participant shall pay the costs, if any, associated with the liquidation or termination of the respective Fixed Rate Swap used by DVRFA to provide the Loan Fixed Rate to the Participant."

2003 Note
Del Val

2008 Note
Del Val

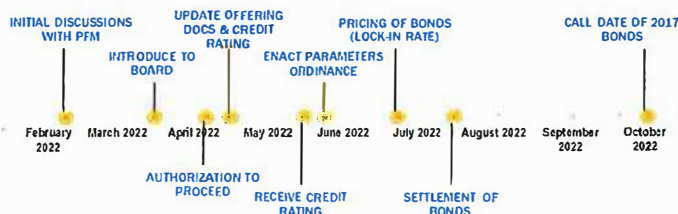
2013 Note
Del Val

Source: Notice of Fixed Rate Conversion Certificates

General Fund Refunding Opportunity

Series of 2017
\$7,775,000 outstanding
10/1/2022 call date
2037 final maturity

- ✓ Able to be currently refunded with tax-exempt bonds on or after July 3, 2022 with no penalty.
- ✓ Estimated net refunding savings of approximately \$235,000 or 3.02% of refunded principal^[3].



Estimated timeline for illustrative purposes

^[3] Estimated based on a current estimate of market conditions as of February 2022

Bond Financing Team Members



Financial Advisor

Independent fiduciary duty to Township
Manages entire financing team & process



Bond Counsel

Provides legal docs & opinions



Solicitor

Reviews & provides opinion



Underwriter

Finds investors to buy Bonds



Paying Agent

Handles debt payments




Rating Agency

Independent credit review

The above list is not an exhaustive of all financing team members typically required for a bond issuance. Other members include internet auction administrator, CUSIP numbers, printers, etc.

Derek Davis

From:

 **Joe Buonanno**

Sent:

Friday, February 4, 2022 2:42 PM

To:

Michele Truitt; John Hertzog; Cody Bright; David Shuey; mlynch@eastgoshen.org; Derek Davis; David Ware; Mark Gordon; Mark Miller; Susan D'Amore; bowtreecivicassoc@gmail.com

Subject:

Pipeline Pig Testing

Madam Chair/Gentlemen Supervisors, I note the Sunoco/ET pipeline activity on Boot road.... I do believe ET past and present actions/inactions concerning their obligations of notice/warnings/corrective actions are/should be self-evident to us all. I can only put forward some information that might be helpful in your decision/evaluation processes. There are certain engineering/calibration prerequisites of the PIG before it enters the pipeline....to ensure a proper survey/maintenance of the pipe/line...I.E...The calibration should take into consideration the age of the pipe/ material of the pipe/against the requirements of the product transported through the pipe...Is a specific pipeline dedicated to only one product.....or many products.... will there be any trans mix within/among any specific pipelines. When/where/how and at what point..... will the trans mix be segregated. I suggest an independent hydraulic/fluidics engineer be added as a consultant to Chester county/East Goshen pipeline activities to oversee these testing processes.....was... THE DENT found along the pipeline on the old pipe? new pipe?....Is the old pipe in a new sleeve? what caused the dent for future reference....I noted in the minutes of the Pipeline task force....It appears Sunoco/ET misled DR. Ira as to the location of the pipeline he was asked to study.....I'm sure the rationale ETP used for that misleading information was a matter of national security..... they could have disclosed the proper information to Dr Ira under a letter of confidentiality....Don't you tink? A lifetime study of all pipes in the ground is critical during the period of any and all inspections for any and all reasons. We must not forget the number of pipelines in close proximity to each other/among East Goshen/Chester County residents....There should be no compatible compromises when it comes to the health safety and welfare to residents....and you can't do proper studies/inspections on the cheap. Thank you for your time and consideration. JBuonanno EG resident.