AGENDA EAST GOSHEN TOWNSHIP BOARD OF SUPERVISORS 1580 Paoli Pike, 2nd Floor Tuesday, January 17, 2023 7:00 PM

To Join Zoom Meeting:

Link: <u>https://us02web.zoom.us/j/83369973249</u> Dial In Number: 1 929 205 6099 Meeting ID: 833 6997 3249

During this hybrid BOS meeting, public comment will be handled as follows:

- The Zoom public is asked to remain muted during the meeting when the Board is talking.
- If you do not wish to be seen on the Board Room TVs or the YouTube Recording, your camera must be turned off via Zoom.
- In-person public participants will be given the *first* opportunity to comment and ask questions on each agenda item that requires a Board vote.
- The Zoom public participants will be given the *second* opportunity to comment and ask questions on each agenda item that requires a Board vote.

Zoom participants wishing to comment must raise their hand icon, state their name, and must speak one at a time.

- 1. Call to Order (7:00 PM)
- 2. Pledge of Allegiance
- 3. Moment of Silence

Announce that this meeting is being recorded via Zoom. A recording will be uploaded later to the Township's YouTube channel for viewing.

- 4. Chairman's Report (7:05 PM to 7:10 PM)
 - The annual ABC Planning Session will be on Tuesday, January 31st and will start at 6:30 PM. Meeting is open to the public.
- 5. Public Hearings
 - a. Consider Conditional Use (CU) application for 1010 Hershey Mill Road (Miller Property). (7:10 PM to 8:00 PM)
- 6. Emergency Services Reports (8:00 PM to 8:05 PM)
 - a. WEGO Brenda Bernot
 - b. Goshen Fire Co December 2022 & Year End 2022
 - c. Malvern Fire Co December 2022 & Year End 2022
 - d. Good Fellowship December 2022 & Year End 2022
 - e. Fire Marshal Carmen Battavio
- 7. Financial Report As of December 31, 2022 (8:05 PM to 8:10 PM)
- 8. Approval of Minutes and Treasurer's Report (8:10 PM to 8:15 PM)
 - a. Minutes None
 - b. Treasurer's Report December 29, 2022 to January 12, 2023
- 9. Old Business
- 10. New Business
 - a. Consider approval of Memorandum of Understanding (MoU) with WEGO regarding the Department of Justice's *Equitable Sharing Program*. (8:15 PM to 8:25 PM)

- b. Consider passage of Resolution 2023-04, amending Resolution 94-21, to change the meeting time/dates for the Historical Commission meetings as well as decreasing the needed members. (8:25 PM to 8:30 PM)
- c. Consider authorization to use Municibid for sale of equipment. (8:30 PM to 8:35 PM)
- d. Consider Stormwater O&M Agreement for 324 Dutton Mill Road. (8:35 PM to 8:40 PM)
- e. Consider Stormwater O&M Agreement for 1410 Boot Road.
- 11. Standing Issues/Projects (8:40 PM to 8:50 PM)
 - a. Hershey's Mill Dam Project
 - b. Milltown Dam Project
 - c. Hershey's Mill Estates Sewer Line Replacement
- 12. Any Other Matter
- 13. Public Comment (8:50 PM to 9:10 PM)
- 14. Liaison Reports
- 15. Correspondence, Reports of Interest.
- 16. Adjournment (9:10 PM)

Meetings & Dates of Importance

Date	Meeting	Time
January 19	Futurist Committee	7:00pm
January 23	Environmental & Sustainability Advisory Council	7:00pm
January 24	Pension Committee	10:00am
January 31	BOS Annual Planning Meeting	6:30pm
February 1	Planning Commission	7:00pm
February 2	Park & Rec Commission	7:00pm
February 7	Board of Supervisors	7:00pm
February 8	Conservancy Board	7:00pm
February 9	Pipeline Task Force	5:30pm
February 13	Municipal Authority	7:00pm
February 16	Futurist Committee	7:00pm
February 20	Township Office Closed	
February 21	Board of Supervisors	7:00pm
February 27	Environmental & Sustainability Advisory Council	7:00pm
March 1	Planning Commission	7:00pm
March 2	Park & Rec Commission	7:00pm
March 7	Board of Supervisors	7:00pm
March 8	Conservancy Board	7:00pm
March 9	Pipeline Task Force	5:30pm
March 13	Municipal Authority	7:00pm
March 16	Futurist Committee	7:00pm
March 21	Board of Supervisors	7:00pm
March 27	ESAC	7:00pm
April 4	Board of Supervisors	7:00pm
April 5	Planning Commission	7:00pm

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 <u>www.eastgoshen.org</u>, 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 <u>www.readychesco.org</u> to sign up today!

Smart 911 – Smart 911 is a new service in Chester County that allows you to create a Safety Profile at <u>www.smart911.com</u> 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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Memorandum

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

Recommendations and Draft Motion

Date: 11-7-2022
To: Board of Supervisors
From: Duane J. Brady Sr., Township Zoning Officer
Re: 1010 Hershey Mill Road – Miller Property Hershey Mills Open Space Sketch Plan Conditional Use Application.

Dear Board of Supervisors,

The Township staff, Township Engineer and the Planning Commission have reviewed the Conditional Use application and have determined the application to be adequate to recommend approval with conditions at this time. The conditions will be addressed by the applicant in the Subdivision application process.

The Planning Commission has reviewed the plan and has approved the conditions listed below:

- 1. Township Engineer second submission letter dated October 27,2022, all unresolved and comment items must be answered to the Townships satisfaction.
- 2. Pipeline study be completed and provided at the hearing with the Board of Supervisors. The pipeline study was provided to staff.
- 3. The Township Engineer second submission letter dated October 27, 2022; new comments number 23 is not recommended.
- 4. Proposed trail improvements be removed from the Conditional Use plan application. Applicant to provide a trail easement on lots 6 and/or 7 for future connection to the Township property to Goshen Downs Development.
- 5. The applicant shall provide a sewer easement for a future connection to Goshen Downs in a location as deemed acceptable to the Township Sewer Engineer.

Draft Motion:

Mr. Chairman, I move that we approve the 1010 Hershey Mill Road – Miller Property, Open Space Sketch Plan Conditional Use Application with the following conditions to be completed during the Preliminary/Final Subdivision Review Process.

The Board after reviewing the condition may approve, reject, or change the conditions at will.

Thank you, Duane J. Brady Sr. East Goshen Township Zoning Officer

1	Dra	ft				
2	EAST GOSHEN TOWNSHIP					
3	PLANNING COMMISSION MEETING					
4	November 2, 2022					
5						
6	The East Goshen Township Planning Commission hel	d their regular monthly meeting on Wednesday				
7	November 2, 2022 in the Township Building.					
8	Members present are highlighted:					
9	Chair – Ernest Harkness					
10	Vice Chair – John Stipe					
11	Dan Daley					
12	Edward Decker					
13	Michael Koza					
14	Mark Levy					
15	Michael Pagnanelli					
16						
17	Also present was:					
18	Duane Brady, Zoning Officer					
19	Derek Davis, Township Manager					
20	Nathan Cline, Township Engineer					
21	David Shuey, Township Supervisor					
22	Michael Lynch, Township Supervisor					
23	John Hertzog, Township Supervisor					
24	COMMON ACRONING					
25	COMMON ACRONYMS:					
26	BOS – Board of Supervisors	CPTF – Comprehensive Plan Task Force				
27	BC – Brandywine Conservancy	CVS – Community Visioning Session				
28	CB – Conservancy Board	SWM – Storm Water Management				
29 30	CCPC – Chester Co Planning Commission	ZHB – Zoning Hearing Board				
31	<u>FORMAL MEETING</u> – 7 p.m.					
32		pm. He led the Pledge of Allegiance and asked for a				
33	moment of silence to remember our troops					
34	2. Ernest asked if anyone would be recording					
35	comments about non-agenda items. There					
36	3. The tracking log was checked and no need					
37	4. The minutes of the October 5, 2022 meeting					
38						
39						
40	SUBDIVISION AND LAND DEVELOPMENT AP	PLICATIONS				
41	1. 14 Reservoir Road Residential Subdivision (Presen	tation) – Jeff Glosson, owner of the property was				
42	present. He reviewed the plan to subdivide the proper	ty. He met with Pennoni regarding Nathan Cline's				
43	October 21st letter. Storm water management and drai					
44	might have to do a pipeline study under our new ordin					
45	feet of the pipeline so he won't have to do that study.					
46	subdivided property. Mr. Glosson has not decided on					
47	will be an agreement about the shared driveway. Mr. C					
48	utility lines at the rear of the property. He will show the					
49	easement. Mr. Glosson mentioned that they are on a p					
50	Mr. Glosson will be back with a revised plan in Decen	iber.				
51						

51 52 53 CONDITIONAL USES AND VARIANCES

2 were Lou Colagreco, Attorney; Michael Hartman, Project Manager; and TR Moser, Moser Construction 3 Management. Dan commented about the 2 flag lots for the existing historic house and the barn. They 4 may have to do an historic impact study. Duane mentioned that he just received the historic study and he 5 has to review it. Mr. Hartman spoke about the site walk meeting to look at possible easement for a trail. 6 Duane pointed out the red dotted line and the black dotted line on the plan. The black line is on the 7 Township easement. Mr. Moser commented that this easement was originally discussed for a future 8 sewer tie in with the neighboring development. Dan mentioned the hazardous pipeline. Mr. Hartman is 9 working with Mr. Cline, There will be no impact on it. Mr. Moser mentioned that they will have the 10 report for the Conditional Use plan. Duane spoke about the site visit and mentioned that gas would come 11 in from Hershey Mill Rd. Mr. Hartman described the proposed landscaping referring to the northern 12 boundary. A detailed landscaping plan will be provided. Mr. Moser mentioned that there is a detailed 13 written history of the property dating back to the Revolutionary war. 14 15 16 Public Comments: 17 1. Alison Oshop, 1334 Jackson Lane - If the proposed trail is not going to be done, she requests that 18 references to it be removed from the plan. Their cul-de-sac is private and there are young children so she 19 is concerned about safety. If there was a trail in the future, who would maintain and control it? 20 2. Natalie McMaris, 1331 Jackson Ln. - She is Alison's neighbor and has a young child. She is 21 concerned about safety. She asked that they listen to the residents and remove the proposed trail. She 22 mentioned the Township survey about trails and only 600 people out of 18,000 responded. She suggested 23 they take a survey of the Goshen Downs residents. Duane encouraged the residents to attend the Board of 24 Supervisors meeting on November 15th. 25 3. Lillian Fedor, 1013 Hershey Mill Road - She asked about the historic house. She wants the existing 26 driveway removed. She mentioned that flood waters come onto her property. Mr. Moser commented that 27 they are working to incorporate the historic property into the subdivision. Mr. Hartman mentioned that 28 the plan for stormwater management would be to remove the bridge and allow the floodwater to go down 29 Hershev Mill Rd. 30 4. Michael Lynch, 1226 Upton Circle - With the developer removing the bridge, he feels it would 31 improve the flood water conditions. Regarding the Open Space Survey, there are 8,000 households in the 32 township, 600 is a good substantial response. As a property owner, he understands his neighbors' 33 concerns. He likes connectivity of pathways and the ability to walk from one development to another. He 34 would like to see the developer provide an easement in concert with the utility easement for use in the 35 future. He is not suggesting that a path be planned through the stormwater basin. Be sure that the owners 36 of the new homes know about the easement. If a fence is put up, one small space should be provided so 37 someone could walk through if they want to. He feels the people buying the new homes will be glad to be 38 a part of our community. He feels this should be included on the plan for the future. He is not sure why 39 the red line is there. Current neighbors don't want the red line easement so he feels it should be removed. 40 He has no interest in it when there is the Township easement (black line) for the basin. 41 He mentioned a few items in Mr. Cline's review letter: 42 Page 1 #2 – Houses should be separated by 30 feet.

1. Miller Property Residential Subdivision for 1010 Hershey Mill Road. Those present for the owner

Page 2 #4 - Roll curb. What kind of roll curb will be used? Mr. Moser commented that they
 haven't decided yet but Belgian block could be used.

45 Page 3 #6 – The Conservancy Board, Park and Recreation Commission and Historical 46 Commission should be given the opportunity to see the property. He knows there are invasives there now but feels supplemental plantings will be good. He asked about the number of members on the historical 47 48 Commission. Derek mentioned that he met with Ted Roberts. Out of the 5 positions there are only 2 49 active members. Duane commented that this would be part of the Land Development process. He could 50 include the two members in the review. Dan asked about the elevation in Goshen Downs for future sewer 51 connection, Mike explained how it could be installed and flow in Goshen Downs. Mr. Hartman 52 explained how they are looking at connecting into the sewer on Hershey Mill Road. Mike spoke about

1

1 2 3	open space options and possible recreation areas. Duane commented that all of the boards will review the plan as part of Land Development.
4 5 6 7	Dan made the following motion: Mr. Chairman I move that we recommend that the Board of Supervisors approve the 1010 Hershey Mill Road – Miller property, Open Space Sketch Plan conditional Use Application with the following conditions:
, 8 9	 Township Engineer second submission letter dated October 27,2022, all unresolved and comment items be answered to the Townships satisfaction.
10 11 12	 Pipeline study be completed and provided at the hearing with the Board of Supervisors. Township Engineer second submission letter dated October 27, 2022, new comments # 23 is not recommended.
13 14 15	4. Proposed trail improvements be removed from the Conditional Use plan application. Applicant to provide a trail easement on lots 6 and/or 7 for future connection to the Township property to the Goshen Downs Development.
16 17 18	5. The applicant shall provide a sewer easement for a future connection to Goshen Downs in a location as deemed acceptable to the Township Sewer Engineer.
19 20 21	John seconded the motion. The motion passed with one no vote.
22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40	ORDINANCE AMENDMENTS 1. Noise Ordinance Standards in Zoning Ordinance (Recommend/Possible approval) – Duane mentioned that this has been discussed with the Township Solicitor and Board of Supervisors. He explained that they are taking items in the ordinance regarding noise and will put them into a separate, stand alone ordinance. The review letter from the Chester County Planning Commission was provided for review. Duane listed some of the major items: A limit on the ability to request noise waivers to four (4) per year Making sure noise waivers are requested at least fourteen (14) days prior to the event. Adding "toxic chemicals" as a nuisance/health hazard. Tweaking times of day for certain noise-related activity in residential neighborhoods as well as a slight change in decimal levels. If law enforcement comes after noise has started, they can enforce the ordinance. Ed had some concerns about the 7 pm cutoff. It is too restrictive in the summer. Mike P. noted the list of noise definitions. Dan moved to recommend that the Board of Supervisors approve changes and accept the changes to Chapter 156 Noise and Chapter 240 Zoning. Also, that the New Chapter 156 Noise and Nuisances be approved as provided and written.
41 42 43 44 45	Bill Guyer, 1560 Tanglewood $Dr - Mr$. Guyer commented on the Chester County Planning Commission letter. He feels the decimal limits on weekends should be changed to 55 all day. An audiologist reviewed this and questioned the raising of the limit by 5. There should be a permit for the band stage. The waiver currently gives approval with no limits.
46 47 48 49 50 51	John seconded the motion. The motion passed with one no vote.



www.pennoni.com

October 27, 2022

EGOST 00134

Duane Brady, Zoning Officer East Goshen Township 1580 Paoli Pike West Chester, PA 19380

RE: 1010 Hershey Mill Road Conditional Use/Sketch Plan – 2nd Submission

Dear Duane:

As requested, we have reviewed the following information, prepared by dH Enterprises, Inc., regarding the referenced submission:

- "Open Space Development Layout Plan" (one sheet) dated August 22, 2022 (no revision date); and
- Conditional Use application and transmittal letter.

The applicant and equitable owner, Grove Meadow Developers LLC of Berwyn, on behalf of the owners, Mark & Christine Miller of Wayne, request conditional use approval to subdivide and develop UPI 53-1-19 (±16.1 acres) with fifteen (15) single-family residential lots developed under the *Single-Family Open Space Development Option* (§240-36). Two (2) of the lots contain existing buildings and/or historic resources. The parcel is located on the west side of Hershey Mill Road (T-452) approximately 1,950 feet north of its intersection with Greenhill Road, within the R-2 Low Density Residential District and proposed to be required conditional use approval. The development is proposed to be served by public water supply and public sanitary sewer.

We offer the following comments, based upon the resubmission, discussions at the October Planning Commission meeting, adjacent resident feedback and a site visit (new comments in bold/italics):

1. It is unclear if area and bulk regulations within the underlying R-2 District not specifically addressed or amended within the *Single-Family Open Space Development Option* are applicable. Further discussions with the Zoning Officer and Township Solicitor may be required.

Resolved.

2. Each single-family detached dwelling shall be separated from any other single-family detached dwelling by a minimum of 30 feet. (§240-36.C(1)) There are multiple locations where this requirement is not met.

Resolved. The proposed homes are separated by at least 30 feet.

3. There shall be a minimum of three off-street parking spaces for each unit. Each parking space shall be designed so that the motor vehicle may proceed to and from the parking space provided for it without requiring any other vehicle to be moved. (§240-36.C(6))

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Resolved. Additional parking spaces are now indicated.

4. Rolled curb is required for the proposed cartway width of 18-feet. (240-36.C(4))

Resolved. Rolled curb is now indicated.

5. Please note storage sheds are not a permitted accessory use. (§240-36.D(2)(a))

Resolved. See Note 8.

- 6. Regarding open space:
 - a. The land development plans shall contain the following statement: "Open space land may not be separately sold, nor shall such land be further developed or subdivided." The subdivision or land development plans shall further designate the use of open space, the type of maintenance to be provided and a planting plan or schedule (§240-36.E).

Resolved. See Note No 1.

b. All required common open spaces shall be protected by a conservation easement. Ownership for the open space area shall be by any of the following procedures: ownership by Township, a nature organization, individuals, or other (§240-36.E(2)). It is anticipated that the Township prefers a HOA manage the open space, but this should be discussed further with the Board and appropriate management plans, agreements and/or easements established.

Resolved. Open space to be owned by an HOA; see Notes 4 & 5.

c. The developer shall provide designated planting and areas suitable for active or passive recreation within open space areas. The use of species of vegetation that are native to the area is encouraged. (§240-36.E(3))

Resolved. General landscaping locations have been indicated; additional design pending submission of subdivision and land development plans.

d. If the Board determines that an area is needed for active recreation, then a suitable area shall be provided. (§240-36.E(5)(b))

Pending. A central green area is provided and is subject to review by the Planning Commission and Board.

e. Open space plans areas shall be designated per §240-36.E(5)(g)) as lawn, natural area, recreation area or planting area.

Resolved. Duplicate comment with No. 6f, below.

f. Common open space areas that are not already wooded and are not approved as lawn, natural areas or recreation areas shall be attractively and extensively landscaped, according to a plan approved by the Board. (§240-36.E(5)(g)) Consideration to buffering adjacent properties should be considered.

Pending. General landscaping and green areas have been indicated; additional design pending submission of subdivision and land development plans. See additional new comments below.

g. The Township Planning Commission, the Conservancy Board, the Park and Recreation Board and the Historical Commission shall be given the opportunity to inspect the property with the applicant and the design team, in order to determine which areas of the property or which views should be preserved. (§240-36.F(2)) We recommend a site visit be offered to these parties and Township staff and Officials prior to preliminary plan submission.

Resolved. A site visit was scheduled and completed on October 18, 2022.

7. Per discussions with Township Solicitor, it is the Township's opinion that the applicant is proceeding in accordance with §240-36.E(6).

No action necessary.

- 8. Regarding flag lots:
 - a. Per §240-23.B(2)(b)[2][c], a maximum of one (1) one flag lot may be created from each parent lot that existed as a single and separate lot of record at the time of adoption. Two (2) flag lots are proposed.

Pending. The applicant has indicated that they will request a condition be applied via the Conditional Use process and in conjunction with the preservation of the existing historic resources to permit the proposed layout; see comment No. 13, below.

b. The 'pole' portion of the flag lot shall maintain a minimum lot width of forty (40) feet for its full length. (§240-23.B(2)(b)[2][e]) Thirty (30) feet is proposed.

Resolved. The flag portions of Lots 14 & 15 have been widened to 40 feet for its entire length.

9. We recommend reviewing the environmental protection requirements of §240-25 and flood prone area regulations of §240-26 prior to preliminary submission.

No action necessary.

10. Note the process and procedures for conditional use approvals per §240-31.

No action necessary.

11. A historic resource impact study (HRIS), prepared by a registered architect specializing in historic preservation and adaptive reuse of historic buildings and structures, shall be submitted to the Township as part of the preliminary plan submission per §240-38.10.A(1).

Pending.

12. Residential conversion of any structure designated as an historic resource into one or more dwelling units is permitted as a conditional use, subject to the requirements of §240-38.5.A(2)(c). (§240-38.5.A(2)) The Township and/or Historic Commission should confirm the extent of existing historic resources on site, notably Lot 14, which appears to propose re-use of an existing barn. Additional conditional use approval for this may be required.

Pending.

13. All area and bulk regulations and design standards otherwise applicable in the underlying zoning district shall apply to the use or reuse of an historic resource. However, in order to facilitate the use of the historic resource permitted §240-38.5, the Board of Supervisors, as part of the conditional use approval, may grant modifications to the otherwise applicable area and bulk regulations applicable to the use or adaptive reuse of the historic resource. In no event shall the Board of Supervisors grant modifications to the height requirement and design standards applicable to the historic resource. The applicant should clarify if any modifications are requested.

Pending.

14. The applicant should contact Mike Ellis, PE (mellis@pennoni.com) and Mark Miller to discuss sanitary sewer requirements; upgrades to the conveyance and/or pump station may be necessary.

Pending. However, a sanitary sewer easement to Goshen Downs should be considered.

15. Stormwater conveyance through the site from the adjacent stormwater management basin to the west shall be accommodated, including any necessary stormwater easements.

Pending. Applicant has acknowledged the off-site stormwater conditions and has indicated it is feasible to incorporate conveyance and possible detention/retention within their site.

It may be appropriate to consider pedestrian connections to the neighborhoods to the west and east such as a trail and/or access easement to the Township owned parcel on Jackson Lane (UPI #53-1M-21) and a pedestrian crossing, per PENNDOT regulations, across Hershey Mill Road to Tanglewood Drive.

Pending. Based on adjacent resident feedback and discussions with all parties:

- a. It may be appropriate to consider an access easement/right-of-way only to the adjacent Township parcel, with no formal/physical trail connection.
- b. Any easement/right-of-way should be clearly demarcated via post and rail fencing (or similar) and clearly indicated on the plan.
- c. Trail access through the site to a Hershey Mill Road pedestrian crossing should be considered, via an asphalt surface that minimizes conflicts with proposed driveways.
- 17. Please contact our office 48-hours in advance of any stormwater management testing.

Pending.

18. Please include the Township in any pre-application meetings and/or submissions to the Chester County Conservation District and/or PADEP.

Pending.

19. It may be appropriate to remove the existing driveway and stream crossing if Lot 15 will be accessed via the proposed road.

Pending. Applicant will explore permitting for this removal.

20. It is unclear why 16- and 20-foot setbacks from the right-of-way are indicated.

Resolved. These setbacks have been removed.

- 21. The following items are required for a sketch plan (§205-27.B):
 - a. Graphic scale; Resolved
 - b. Proposed water supply and sewage features; Outstanding
 - c. Soil types; Outstanding

NEW COMMENTS

- 22. As part of a conditional use application for any residential development where the tract proposed for the principal use is located within 660 feet of the center line of any hazardous liquid pipeline or natural gas transmission pipeline a pipeline awareness study will be required; please confirm the distance to the Adelphia pipeline to the west. (§205-40.1)
- 23. A trail/sidewalk easement should be provided along the frontage of Hershey Mill Road for future connections.
- 24. Site layout and grading should be sensitive of existing fencing, vegetation and hedgerows that provide screening for adjacent properties, and the landscape plan address should address gaps in these areas.
- 25. The applicant confirmed that the building/impervious areas indicated are intended to be the 'maximum' permitted for each lot, and the stormwater system will be design to accommodate the same.
- 26. Proposed fencing should consider the context of the area; it may be appropriate to restrict any fencing to post and rail.
- 27. Submission is subject to Fire Marshall review.

Should you have any further questions or comments, please contact the undersigned.

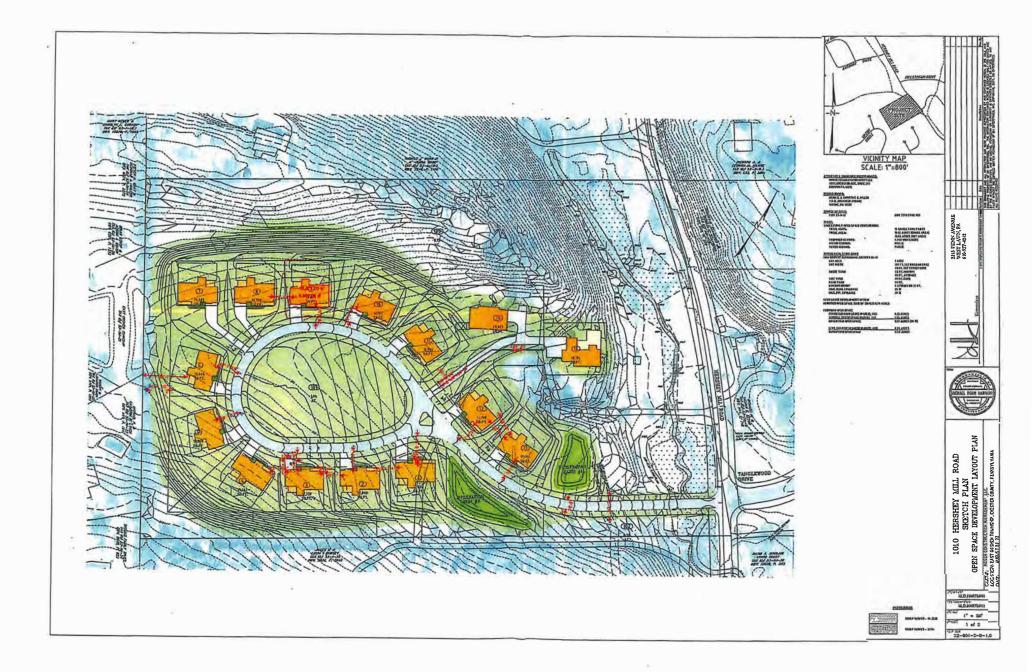
Sincerely,

PENNONI

Nathan M. Cline, PE Township Engineer

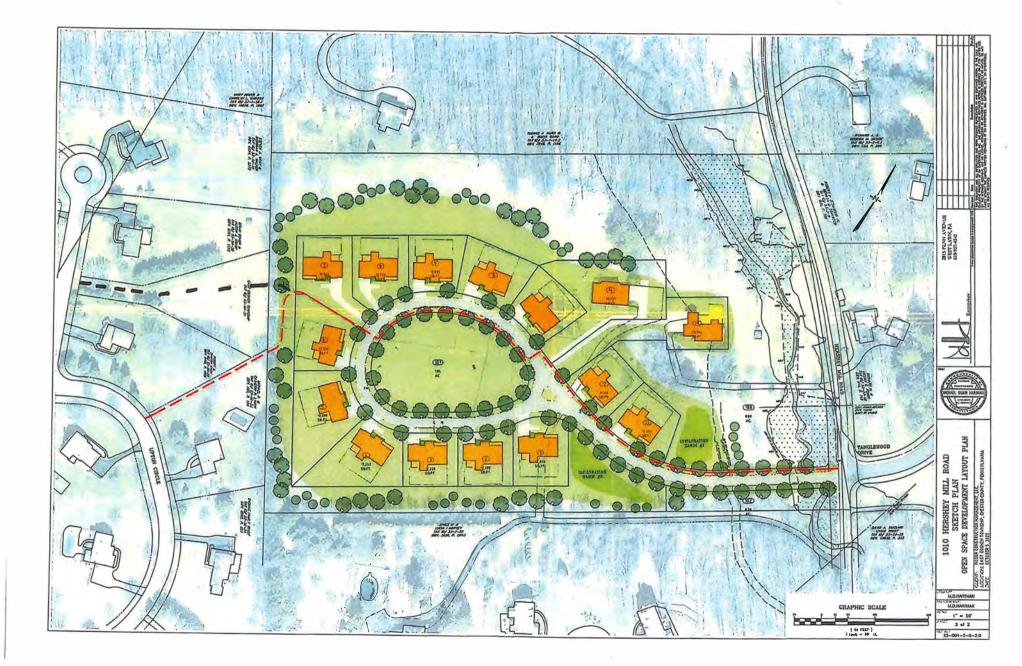
cc (via e-mail): Derek Davis, Township Manager Mark Miller, Public Works Bill Christman, Township Solicitor Michael D. Hartman, PE, dH Enterprises Grove Meadow Developers LLC













a civil engineering design & management firm

January 10, 2023

PIPELINE AWARENESS STUDY

1010 Hershey Mills Subdivision East Goshen Township, Chester County

As required by East Goshen Subdivision and Land Development Ordinance, Section 205-40.1 (Pipeline Awareness Study), this narrative is being provided since the development is located within 660 feet of an existing natural gas transmission pipeline.

Project Description

The applicant, Grove Meadow Developers, LLC., is proposing to subdivide and develop an existing tract of land. The tract of land is located at 1010 Hershey Mills Road. While the development is located within the R-2 (Low Density Residential) Zoning District, the property is proposed to be developed under the Single-Family Open Space Development Option Section 240-36 of the East Goshen Township Zoning Ordinance. It is intended that the property shall be developed with 15 single-family residential lots and two open space parcels. Access to the development shall be provided via Hershey Mills Road with the connection of the proposed road located at the existing intersection of Tanglewood Drive. All necessary utilities for the development, such as sanitary sewer, domestic water, and electric shall be provided via tie-ins to the existing utilities along the eastern side of the property.

Project Impact on the existing Gas Pipeline

To the west of the project area, there are three existing natural gas pipelines. Two of the pipelines are 20" in diameter and owned by Texas Eastern, with the third, 16" diameter, owned by Adelphia Gateway. The pipelines are located within a combined 100' wide right-of-way that passes through the Goshen Downs Residential Development.

The pipelines are located approximately 450' of the boundary of the project tract. Additionally, a minimum 50' buffer has been proposed to be provided around the perimeter of the tract, thus the closest the proposed development will be to the pipeline would be 500'. As noted above, access to the development for vehicles and utilities shall be provided along the eastern boundary of the tract. Therefore, there shall be no impact on the existing pipelines because of the installation of the proposed improvements for the development. As required by PA Act 287, a Pennsylvania One Call has been completed. A "No Conflict" response has been received by Enbridge. A copy of their response has been included with this narrative.

Emergency Response Steps

While there is no anticipated impact to the pipelines as part of this development, in the event of an incident involving the pipelines, the following steps should be taken:

- Locate the nearby pipeline marker sign and call the emergency phone number listed on the marker sign
- Stay clear of vapors, fumes, smoke and spills
- Do not walk or drive into a vapor cloud or puddle of liquid.
- Do not park over manholes or storm drains.
- Do not approach the scene with vehicles or mechanized equipment until the isolation zones have been established. Vehicle engines are a potential ignition source.
- Use appropriate air-monitoring equipment to establish the extent of vapor travel.

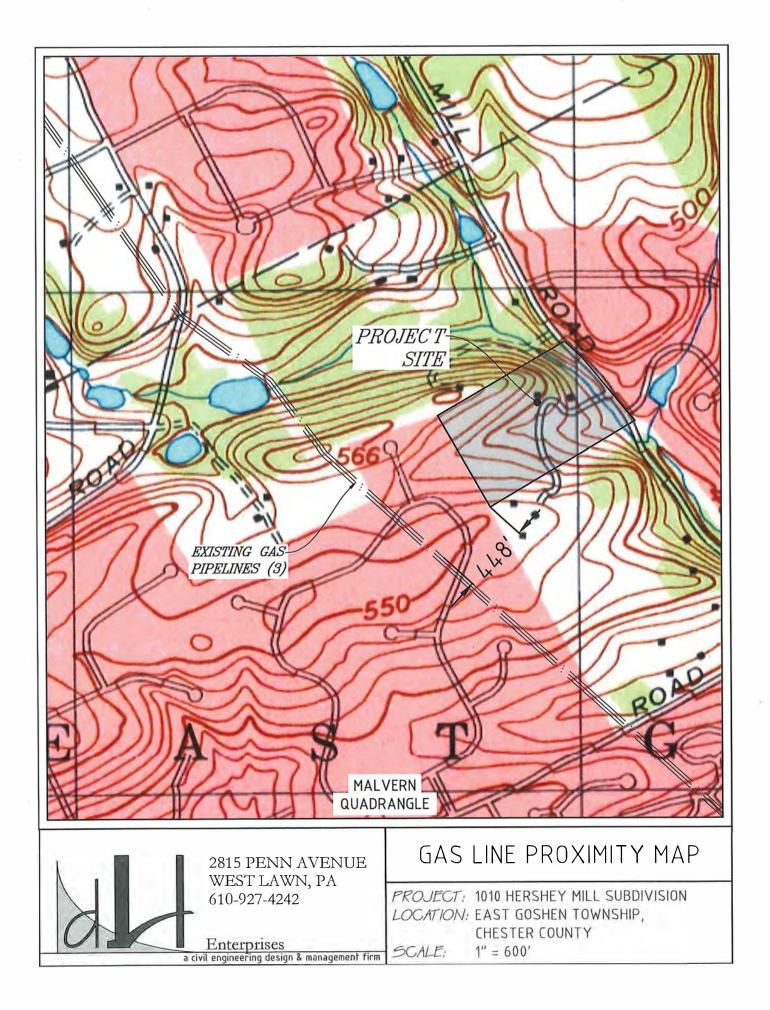


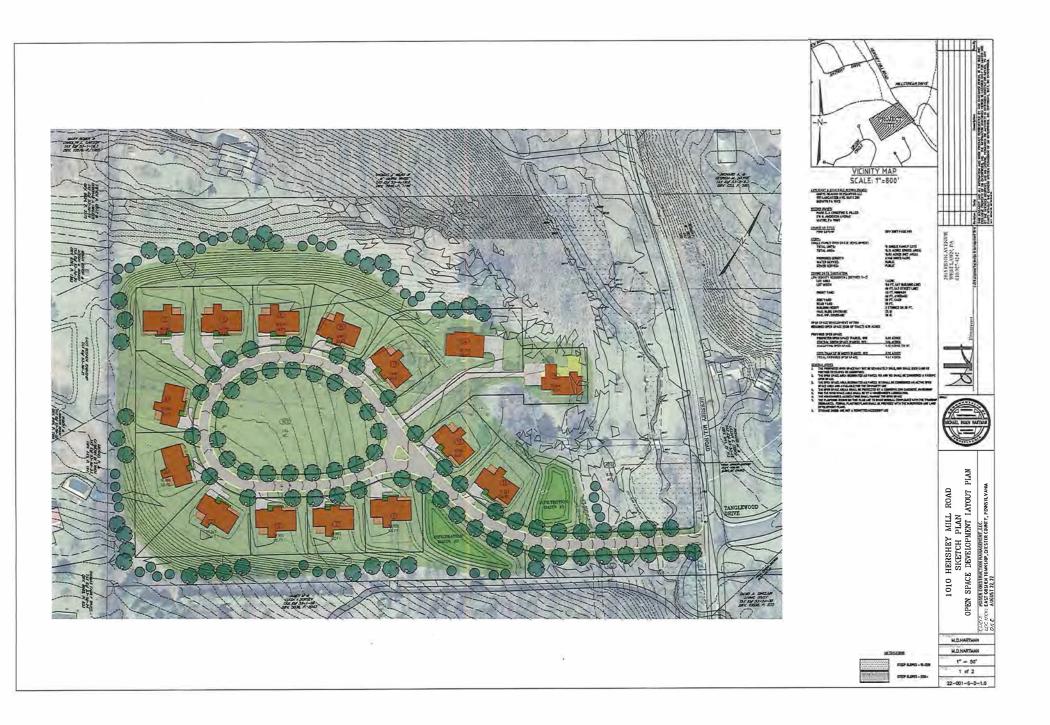
Adelphia Gateway – 1-800-747-3375 Texas Eastern – 1-800-231-7794





2815 Penn Avenue West Lawn, PA 19609





Ticket 20223113472 - Response to your One Call locate request

cl_irth_comm@irth.com <cl_irth_comm@irth.com> Mon 11/7/2022 4:18 PM To: Joyce Heisler <Jheisler@navenewell.net>

To: NAVE NEWELL INCAttn: JOYCE HEISLERVoice: 6102658323Fax:Re: Response to your One Call locate requestNotification from Texas Eastern Transmission Pipeline

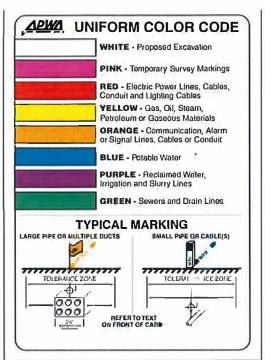
20223113472
CHESTER
EAST GOSHEN
1010 HERSHEY MILL RD

TX:

Texas Eastern Transmission LP	NO CONFLICT
ONE CALL REQUEST TICKET #	TICKET BEING DONE FOR
20223113472	NAVE NEWELL INC.
TYPE OF WORK	ТІСКЕТ ТҮРЕ
BOUNDARY SURVEY FOR POTENTIAL DEVELOPMENT	Design
LOCATOR	LOCATOR EMAIL
Amanda Axelson	Amanda.Axelson@enbridge.com
SITE / TICKET INFORMATION	EXCAVATOR INFORMATION
Address: 1010 HERSHEY MILL RD	Contact: JOYCE HEISLER
Place: EAST GOSHEN	Company: NAVE NEWELL INC
State: PA	Email: JHEISLER@NAVENEWELL.NET
	Phone: 6102658323
Cross Street:	
Near Street: GREENHILL RD	
	ALTERNATIVE EXCAVATOR CONTACT
Ticket Creation: 11/07/2022 04:12:32 PM	Alternate Contact: JOYCE HEISLER
Ticket Due Time: 11/22/2022 11:59:59 PM	Alternate Contact Phone: 6102658323
Work Start Time: 11/22/2022 12:00:00 AM	
LOCATOR RESPONSE	
Should you feel that a Enbridge pipeline or any	

other company assets will in fact be affected by your excavation or if the location provided to the One-Call agency changes or you now believe the description to be inaccurate, please contact GTMDamagePrevention@enbridge.com

*NOTE: This response is for Enbridge Gas Transmission only. This is NOT for Enbridge Liquid Pipelines. Ensure you have received Positive Response from BOTH Enbridge entities before proceeding where applicable.



Should you feel that a Spectra Energy pipeline or any other company assets will in fact be affected by your excavation or if the location provided to the one-call agency changes or you now believe the description to be inaccurate, please contact Spectra Energy Transmission at GTMDamagePrevention@enbridge.com

This message was generated by an automated system. Please do not reply to this email.

CAUTION External Email: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. MONEY TRANSFERS REQUIRE VERBAL CONFIRMATION.



Monthly Overview for December

EMS - In December, we set a record for the busiest month for EMS calls - 490 calls. We finished the year at 4635 EMS calls, which is a 20% increase over last year.

Fire - Total fire calls surpassed last year by 2%. The automatic fire alarm rate for the month was below normal at 37%.

Fundraising - Our annual EMS Subscription Drive and Business Donation Drives are underway.

	Monthly	Monthly	YTD 2022	YTD 2022	YTD 2021	YOY
Fire Responses per Municipality	Responses	Manhours	Responses	Manhours	Responses	Variance
East Goshen	26	55	205	502	208	-1%
West Goshen	16	47	202	476	199	2%
Westtown	7	33	84	238	64	31%
Willistown	5	11	50	229	49	2%
Other	5	8	61	317	70	-13%
Total - Fire	59	154	602	1762	590	2%

	Monthly	Monthly	YTD 2022	YTD 2022	YTD 2021	YOY
Fire Police Responses per Municipality	Responses	Manhours	Responses	Manhours	Responses	Variance
East Goshen	13	56	108	695	94	15%
West Goshen	16	55	126	440	150	-16%
Westtown	4	12	62	267	59	5%
Willistown	5	23	43	338	38	13%
Other	4	25	64	444	57	12%
Total - Fire Police	42	171	403	2184	398	1%

	Monthly	Monthly	YTD 2022	YTD 2022	YTD 2021	YOY
EMS Responses per Municipality	Responses	Manhours	Responses	Manhours	Responses	Variance
East Goshen	248	411	2119	3480	1892	12%
West Goshen	155	233	1591	2450	1260	26%
Westtown	44	70	414	745	335	24%
Willistown	30	50	311	526	254	22%
Other	13	21	200	218	127	57%
Total - EMS	490	785	4635	7419	3868	20%

	Monthly	Monthly	YTD 2022	YTD 2022	YTD 2021	YOY
Total Responses per Municipality	Responses	Manhours	Responses	Manhours	Responses	Variance
East Goshen	287	522	2432	4677	2194	11%
West Goshen	187	335	1919	3366	1609	19%
Westtown	55	115	560	1250	458	22%
Willistown	40	84	404	1093	341	18%
Other	22	54	325	979	254	28%
Total - Goshen Fire Company	591	1110	5640	11365	4856	16%



December Updates

Key Indicators

Patients Treated	400	-
Patients 65 and Over	283	71%
EMS Calls to Assisted Living and Retirement Facilities	209	59%
Automatic Fire/CO Alarms	22	37%

Major Incidents

Multiple Storm-Related Incidents	12/23/2022
Dwelling Fire - 1154 Sylvan Rd - West Goshen	12/23/2022

Fundraising Activities

Annual EMS Subscription and Donation Letter	Mailed
Annual Business Donation Letter	Mailed
Sunday Buffet Breakfast	1/22/2023

Goshen Fire Company Monthly Automatic Alarm Report

09-Jan-23

3:17:40			1		
DATE	ADDRESS	TOWNSHIP	INCIDENT TYPE	# Calls in 2022	# Calls Last 12 Mos.
12/1/2022	1365 ENTERPRISE DR	East Goshen	735 - Alarm system sounded due to malfunction	1	1
12/5/2022	1324 WEST CHESTER PIKE	East Goshen	735 - Alarm system sounded due to malfunction	1	1
12/6/2022	60 LINE RD	East Goshen	745 - Alarm system activation, no fire - unintentional	2	2
12/6/2022	1372 ENTERPRISE DR	East Goshen	745 - Alarm system activation, no fire - unintentional	1	1
12/23/2022	1301 PAOLI PIKE	East Goshen	735 - Alarm system sounded due to malfunction	7	7
12/24/2022	1301 PAOLI PIKE	East Goshen	735 - Alarm system sounded due to malfunction	7	7
12/24/2022	1301 PAOLI PIKE	East Goshen	735 - Alarm system sounded due to malfunction	7	7
12/24/2022	1301 PAOLI PIKE	East Goshen	735 - Alarm system sounded due to malfunction	7	7
12/25/2022	1515 MANLEY RD	East Goshen	731 - Sprinkler activation due to malfunction	3	3
12/26/2022	1515 MANLEY RD	East Goshen	731 - Sprinkler activation due to malfunction	3	3
12/26/2022	1515 MANLEY RD	East Goshen	731 - Sprinkler activation due to malfunction	3	3
12/27/2022	1615 E BOOT RD	East Goshen	731 - Sprinkler activation due to malfunction	7	7
12/29/2022	1720 BOW TREE DR	East Goshen	736 - CO detector activation due to malfunction	1	* 1
12/30/2022	418 MISAK DR	East Goshen	744 - Detector activation, no fire - unintentional	1	1
12/7/2022	500 ELLIS LN	West Goshen	745 - Alarm system activation, no fire - unintentional	3	3
12/18/2022	1104 W WARREN RD	West Goshen	744 - Detector activation, no fire - unintentional	1	1
12/21/2022	300 S FIVE POINTS RD	West Goshen	743 - Smoke detector activation, no fire - unintentional	1	1
12/24/2022	1237 PAOLI PIKE	West Goshen	730 - System malfunction, other	4	4
12/18/2022	748 BRACKEN CT	Westtown	743 - Smoke detector activation, no fire - unintentional	1	1
12/22/2022	1100 SHILOH RD	Westtown	710 - Malicious, mischievous false call, other	7	7
12/27/2022	1100 SHILOH RD	Westtown	741 - Sprinkler activation, no fire - unintentional	7	7
12/28/2022	1058 STABLE LN	Westtown	743 - Smoke detector activation, no fire - unintentional	1	1

DATE	ADDRESS	TOWNSHIP	INCIDENT TYPE	# Calls in 2022	# Calls Last 12 Mos.
22					

Goshen Fire Company Annual Operations Report 2022



FIRE DIVISION – Incidents by Municipality



Municipality	INCIDENTS	%
East Goshen	204	33.90%
East Goshen- Malvern FC 1 st due	1	0.20%
West Goshen	196	32.60%
West Goshen- WCFD 1 st due	6	1.00%
Westtown	83	13.80%
Westtown- WCFD 1 st due	1	0.20%
Willistown	42	7.00%
Willistown-Malvern FC 1 st due	8	1.30%
Caln	1	0.20%
East Bradford	5	0.80%
East Whiteland	5	0.80%
Easttown	1	0.20%
Malvern Borough	4	0.70%
Thornbury	1	0.20%
Tredyffrin	1	0.20%
West Chester Borough	13	2.20%
West Nottingham	1	0.20%
West Whiteland	13	2.20%
Willistown-Paoli FC 1 st due	1	0.20%
Birmingham - Delco	1	0.20%
Concord-Delco	2	0.30%
Edgemont - Delco	1	0.20%
Middletown - Delco	9	1.50%
Newtown - Delco	2	0.30%
TOTAL	602	100.0%

Year-over-Year Change

Municipality	2021	2022	Variance	%
East Goshen Township	204	205	1	0.5%
West Goshen Township	185	202	17	9.2%
Westtown Township	63	84	21	33.3%
Willistown Township	38	51	13	34.2%
Other	100	60	-40	-40.0%
TOTAL	590	602	12	2%

Goshen Fire Company 2022 Annual Operations Report

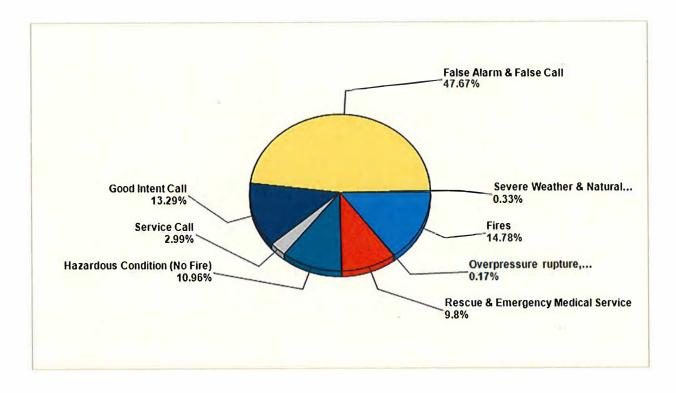


INCIDENT TYPE	Total
Accident, potential accident	2
Animal problem or rescue	2
Chemical release, reaction, or toxic condition	7
Combustible/flammable spills & leaks	20
Controlled burning	3
Cover assignment, standby at fire station, move-up	9
Dispatched and canceled enroute	20
Electrical wiring/equipment problem	36
Emergency medical service (EMS) Incident	34
Excessive heat, scorch burns with no ignition	1
Extrication, rescue	8
False alarm and false call, other	1
Flammable gas or liquid condition, other	1
Good intent call, other	8
HazMat release investigation w/no HazMat	12
Malicious, mischievous false alarm	14
Medical assist	16
Mobile property (vehicle) fire	10
Natural vegetation fire	11
Other incident type	2
Outside rubbish fire	6
Public service assistance	4
Rescue, emergency medical call (EMS), other	1
Smoke, odor problem	3
Special outside fire	3
Steam, other gas mistaken for smoke	33
Structure Fire	59
System or detector malfunction	111
Unintentional system/detector operation (no fire)	161
Wrong location, no emergency found	4

Total: 602

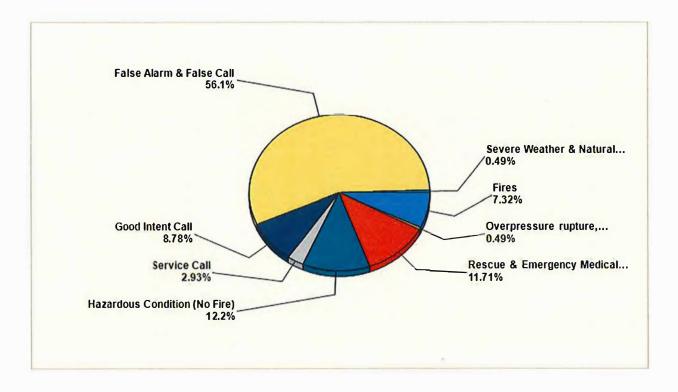


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	89	14.78%
Overpressure rupture, explosion, overheat - no fire	1	0.17%
Rescue & Emergency Medical Service	59	9.8%
Hazardous Condition (No Fire)	66	10.96%
Service Call	18	2.99%
Good Intent Call	80	13.29%
False Alarm & False Call	287	47.67%
Severe Weather & Natural Disaster	2	0.33%
TOTAL	602	100%



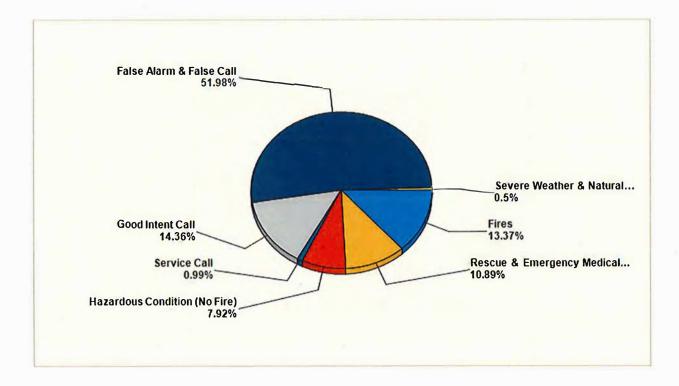


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	15	7.32%
Overpressure rupture, explosion, overheat - no fire	1	0.49%
Rescue & Emergency Medical Service	24	11.71%
Hazardous Condition (No Fire)	25	12.2%
Service Call	6	2.93%
Good Intent Call	18	8.78%
False Alarm & False Call	115	56.1%
Severe Weather & Natural Disaster	1	0.49%
TOTAL	205	100%



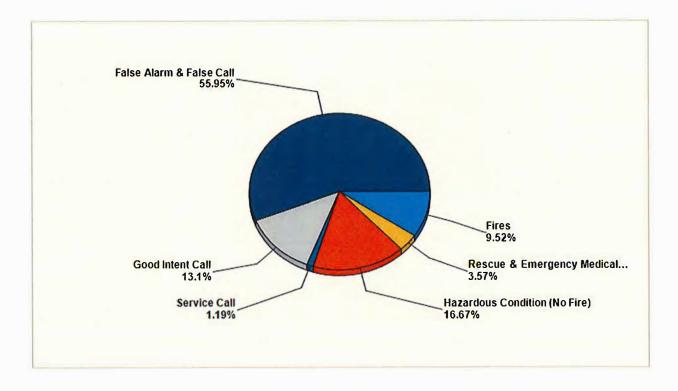


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	27	13.37%
Rescue & Emergency Medical Service	22	10.89%
Hazardous Condition (No Fire)	16	7.92%
Service Call	2	0.99%
Good Intent Call	29	14.36%
False Alarm & False Call	105	51.98%
Severe Weather & Natural Disaster	1	0.5%
TOTAL	202	100%



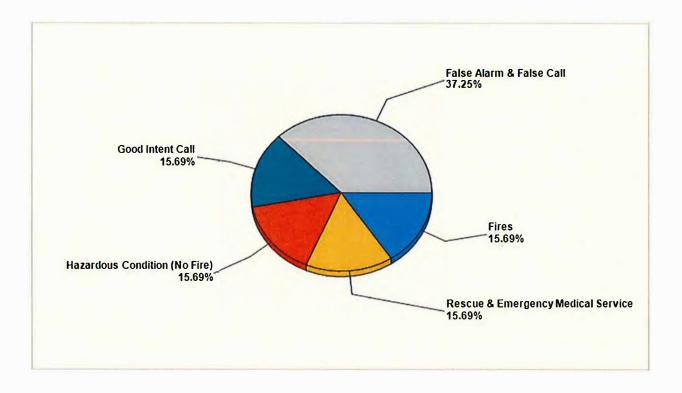


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	8	9.52%
Rescue & Emergency Medical Service	3	3.57%
Hazardous Condition (No Fire)	14	16.67%
Service Call	1	1.19%
Good Intent Call	11	13.1%
False Alarm & False Call	47	55.95%
TOTA	L 84	100%





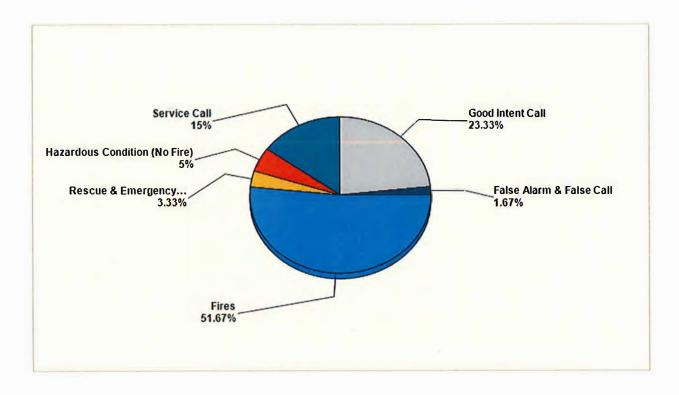
MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	8	15.69%
Rescue & Emergency Medical Service	8	15.69%
Hazardous Condition (No Fire)	8	15.69%
Good Intent Call	8	15.69%
False Alarm & False Call	19	37.25%
TOTAL	51	100%



FIRE DIVISION – Incidents by Category, Other Municipalities



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	31	51.67%
Rescue & Emergency Medical Service	2	3.33%
Hazardous Condition (No Fire)	3	5%
Service Call	9	15%
Good Intent Call	14	23.33%
False Alarm & False Call	1	1.67%
Т	OTAL 60	100%



FIRE DIVISION – Major Incidents



Building Fire - Pembrooke - 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
MVA w/entrapment - Delchester Rd S/O Rt 3 - Edgmont	2/7/2022
Building Fire - 259 Harvey Rd - Concord Twp	2/8/2022
Dumpster Fire - 3300 Valley Drive - East Goshen	2/15/2022
Elevator Rescue - Wellington - East Goshen	2/17/2022
Junkyard Fire - West Nottingham Twp - Assist Oxford FC	3/5/2022
Building Fire - Malvern Boro - Assist Malvern FC	3/6/2022
Vehicle Fire - Rt 3 @ Stoneham Dr - Willistown	3/11/2022
Brush Fire - 2066 Dutton Mill Rd - Willistown	3/19/2022
Vehicle Fire - Airport Rd & Wrights La - West Goshen	3/19/2022
Vehicle Fire - Rt 3 & Sagewood Dr - Willistown	3/27/2022
Dwelling Fire - 1128 Paul Lane - West Goshen	3/31/2022
Building Fire - 1125 N Chester Rd - East Goshen	4/26/2022
Building Fire - 1330 West Chester Pike - East Goshen	5/10/2022
Building Fire - 201 Crest Ave - West Whiteland	5/10/2022
Vehicle Fire - 1115 West Chester Pike - West Goshen	5/15/2022
Building Fire - 497 Lancaster Ave - Easttown	5/30/2022
MVA w/entrapment - WC Pike & Westtown Way - EG	6/1/2022
MVA w/entrapment - Rt 202 SB @ MM 11.0 - WG	6/8/2022
Building Fire - 1320 Birmingham Rd - Birmingham	6/27/2022
Building Fire - Outback Steakhouse - East Whiteland	7/12/2022
Building Fire 3921 Miller Rd - Edgmont	7/28/2022
Building Fire - Arbor Terrace - 1713 WC Pike Willistown	8/2/2022
Rescue/Impalement - 1560 Paoli Pike - East Goshen	8/18/2022
Hazmat Incident - 110 W Hilltop Rd - Westtown	8/19/2022
Building Fire - 5060 WC Pike, Edgmont Twp.	9/20/2022
Vehicle Accident w/Fire - 950 Delchester Rd, Willistown	10/18/2022
Animal Rescue - 909 Saddlebrook Drive, East Goshen	11/1/2022
Dwelling Fire - 215 Long Lane, West Goshen	11/13/2022
Multiple Storm-Related Incidents	12/23/2022
Dwelling Fire - 1154 Sylvan Rd - West Goshen	12/23/2022

Goshen Fire Company 2022 Annual Operations Report

EMS DIVISION – Incidents by Municipality



Municipality	2022	%
East Goshen	2119	45.72%
East Goshen (Malvern)	7	0.15%
West Goshen	1591	34.33%
West Goshen (GFAC)	27	0.58%
Westtown	414	8.93%
Westtown (GFAC)	7	0.15%
Willistown	311	6.71%
Willistown (Malvern)	27	0.58%
Caln	1	0.02%
Concord (Delaware)	1	0.02%
Downingtown Borough	1	0.02%
East Bradford	14	0.30%
East Caln	2	0.04%
East Whiteland	19	0.41%
Edgemont	12	0.26%
Malvern Borough	2	0.04%
Newtown (Delaware)	1	0.02%
Pocopson Township	1	0.02%
Tredyffrin	2	0.04%
Uwchlan	8	0.17%
West Chester Borough	36	0.78%
West Whiteland	32	0.69%
Total Number of Calls	4635	100%

Year-over-Year Change

Municipality	2021	2022	Variance	%
East Goshen	1892	2126	234	12%
West Goshen	1260	1618	358	28%
Westtown	335	421	86	26%
Willistown	254	338	84	33%
Other	127	132	5	4%
Total Number of Calls	3868	4635	767	20%

Goshen Fire Company 2022 Annual Operations Report

EMS DIVISION - Incidents by Type



Accident - ALS	21	0.45%
Accident - BLS	179	3.86%
Accident - Entrapment	16	0.35%
Accident - Involving Fire	6	0.13%
Accident - Pedestrian	6	0.13%
Alarm - BLS Medical	114	2.46%
Alarm - Carbon Monoxide	29	0.63%
ALS - Abdominal Pain	49	1.06%
ALS - Allergic/Med Reaction	19	0.41%
ALS - Assault w/Injury	3	0.06%
ALS - Assault willighty ALS - Back Pain	10	0.22%
ALS - Cardiac Problems	291	6.28%
	72	1.55%
ALS - Cardiac/Resp Arrest	17	0.37%
ALS - Choking	136	2.93%
ALS - CVA/Stroke	62	1.34%
ALS - Diabetic Emergency		0.22%
ALS - Emotional Disorder	10	
ALS - Exposure to Heat/Cold	4	0.09%
ALS - Fall	92	1.98%
ALS - Hemorrhaging	64	1.38%
ALS - Hypotension	54	1.17%
ALS - Injured Person	21	0.45%
ALS - Overdose	27	0.58%
ALS - Poisoning	2	0.04%
ALS - Respiratory Difficulty	359	7.75%
ALS - Seizures	83	1.79%
ALS - Stabbing	1	0.02%
ALS - Syncope	67	1.45%
ALS - Unconscious Person	36	0.78%
ALS - Unresponsive Person	80	1.73%
BLS - Abdominal Pain	111	2.39%
BLS - Allergic/Med Reaction	8	0.17%
BLS - Assault w/Injury	12	0.26%
BLS - Back Pain	70	1.51%
BLS - Burns - Misc	1	0.02%
BLS - DOA	36	0.78%
BLS - Emotional Disorder	143	3.09%
BLS - Exposure to Heat/Cold	4	0.09%
BLS - Fall / Lift Assist	984	21.23%
BLS - Hemorrhaging	78	1.68%
BLS - Injured Person	204	4.40%
BLS - Maternity/Labor Pain	1	0.02%
BLS - Overdose	44	0.95%
BLS - Overdose BLS - Seizures	15	0.32%
	780	16.83%
BLS - Sick Person	32	0.69%
BLS - Syncope	26	0.56%
BLS - Unknown Nature	1	0.02%
EMS - Hosp to Hosp Emerg Trans		
EMS - Non-Emergency Trans	1	0.02%
EMS - Standby - Event	28	0.60%
EMS - Standby - Fire	114	2.46%
EMS - Standby - Police	1	0.02%
Fire - Hazmat	6	0.13%
Fire - Other Type Rescue	5	0.11%

EMS DIVISION



Incidents by Healthcare / Adult Living Facility

Arbor Terrace Willistown	102
Bellingham	318
Bryn Mawr Rehab	12
Harrison Hill Apartments	55
Hershey's Mill	596
Merrill Gardens (aka Arbour Sq)	210
Pembrooke	417
Wellington	298

Patients Treated / 65 and Older

Patients Treated	Total	65 & Older	% 65 & Older
Downingtown Borough	1	0	0%
East Bradford	7	4	57%
East Caln	1	1	100%
East Goshen	1789	1487	83%
East Goshen (Malvern)	4	1	25%
East Whiteland	6	3	50%
Edgemont	9	3	33%
Newtown (Delco)	1	0	0%
Pocopson Township	1	1	100%
Uwchlan	6	2	33%
West Chester Borough	10	4	40%
West Goshen	1276	841	66%
West Goshen (GFAC)	9	4	44%
West Whiteland	19	12	63%
Westtown	316	160	51%
Westtown (GFAC)	3	3	100%
Willistown	252	192	76%
Willistown (Malvern)	19	14	74%
	3729	2732	73%

Goshen Fire Company 2022 Annual Operations Report

EMS DIVISION – Dispatch and Transport Type by Municipality



ſownship	BLS Dispatches	BLS	ALS	ALS
Caln	1	Transports	Dispatches	Transports
Concord (Delaware)	1			
Downingtown Borough	1	1		
East Bradford	8	6	6	1
East Caln	2	1		
East Goshen	1252	1002	867	409
East Goshen (Malvern)	1	4	6	
East Whiteland	12	7	7	
Edgemont	6	9	6	1
Malvern Borough	2			
Newtown			1	1
Pocopson	1			1
Tredyffrin			2	
Uwchlan	3	4	5	
West Chester Borough	22	7	14	2
West Goshen	815	808	776	336
West Goshen (GFAC)	12	8	15	1
West Whiteland	20	11	12	8
Westtown	199	179	215	99
Westtown (GFAC)	7	3		
Willistown	197	164	114	45
Willistown (Malvern)	12	10	15	8
	2574	2224	2061	912

FIRE POLICE DIVISION

Summary

Incidents	404
Hours In Service	331
Person Hours In Service	1775
Calls 2 Hours or longer	43

Incidents by Municipality

Bethel Township (Delaware County)	1	0.2%
Birmingham Township	1	0.2%
Chadds Ford Township (Delaware County)	1	0.2%
Chester Heights Borough (Delaware County)	1	0.2%
Downingtown Borough	1	0.2%
East Bradford Township	4	1.0%
East Caln Township	1	0.2%
East Goshen Township	108	26.7%
East Whiteland Township	10	2.5%
Edgmont Township (Delaware County)	6	1.5%
Lower Chichester Township (Delaware County)	2	0.5%
Malvern Borough	3	0.7%
Marple Township (Delaware County)	3	0.7%
Middletown Township (Delaware County)	1	0.2%
Phoenixville Borough	1	0.2%
Thornbury Township (Delaware County)	2	0.5%
Thornbury Township	1	0.2%
Tredyffrin Township	1	0.2%
Upper Chichester Township (Delaware County)	2	0.5%
West Bradford Township	1	0.2%
West Chester Borough	12	3.0%
West Goshen Township	127	31.4%
West Nottingham Township	1	0.2%
West Whiteland Township	8	2.0%
Westtown Township	62	15.3%
Willistown Township	43	10.6%
	404	100.0%

Goshen Fire Company 2022 Annual Operations Report



FLEET OPERATIONS

Responses Per Vehicle

APPARATUS			Responses
Ambulance 54-1	2016	Ford/Horton	1485
Ambulance 54-2	2014	Ford/Horton	897
Ambulance 56-1	2015	Ford/Horton	1478
Ambulance 56-2	2019	Ford/Braun	775
Brush 56	1996	Chevrolet	27
Engine 54-1	2010	Pierce	292
Engine 54-2	2009	Pierce	62
Engine 56	2010	Pierce	263
Ladder 56	2015	Pierce	93
Rescue 54	2009	Pierce	38
Tower 54	2015	Pierce	68
Utility 54	2013	Pierce	60
Traffic 54	2009	Ford/Vtec	170
		Total Responses:	5708

Fleet Maintenance

	Major	Minor	Moderate	Preventive	Routine	Total Work	Annual Fuel
Vehicle	Repairs	Repairs	Repairs	Maintenance	Inspections	Orders	Cost
2007 Tahoe		1	1	1		3	\$1,056
2012 Tahoe				1	1	2	\$653
2018 Tahoe		2	2	1		5	\$2,504
A541		5	7	1		13	\$9,814
A542	1	4	7	1		13	\$5,779
A561		3	7	1		11	\$9,529
A562	1	3	2	1		7	\$6,800
BRUSH56	1		4	2	2	9	\$287
E541		4	13	3	14	34	\$3,482
E542		3	4	2	14	23	\$1,425
E56		1	9	3	9	22	\$6,337
L56		1	13	1	5	20	\$2,131
RES54	1	2	8	1	14	26	\$612
TRAF54		2	9	1	4	16	\$1,201
TWR54	2	1	6	1	17	27	\$1,735
UTL54	1		2	1	3	7	\$1,284
Total	7	32	94	22	81	238	\$54,629

Fleet Maintenance Expense	\$115,049
Hose, Pump, Ladder, Aerial Testing and Certification	\$12,128
Apparatus Up-Time	99.5%

Goshen Fire Company 2022 Annual Operations Report



Malvern Fire Company EMS Monthly Report



December 2022

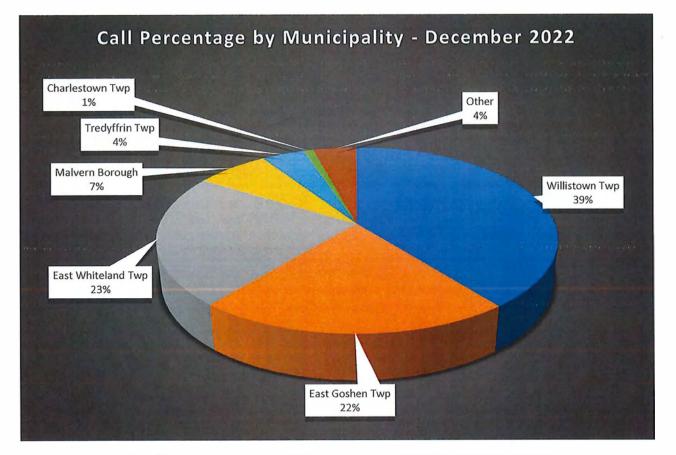


Malvern Fire Company Emergency Medical Service December 2022 Monthly Report

December 2022 Total Responses: 218

December 2021 Total Responses: 182

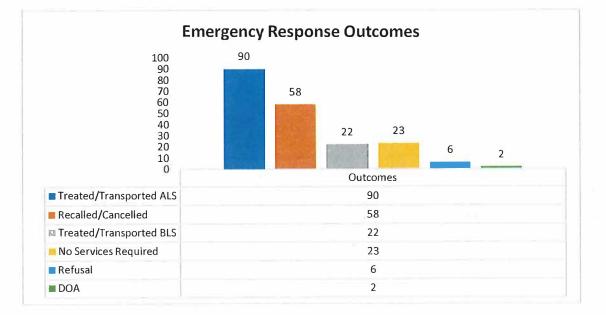
2022 Year-to-date Total Responses: 2,160



Municipality	Monthly Responses	YTD Responses	YTD %
Willistown Twp	86	883	41.4%
East Whiteland Twp	50	464	21.7%
East Goshen Twp	47	416	19.5%
Malvern Borough	15	220	10.3%
Charlestown Twp	2	59	2.8%
Tredyffrin Twp	9	48	2.2%
Other	9	44	2.1%



Malvern Fire Company Emergency Medical Service December 2022 Monthly Report



Transport Destinations

Hospital:	Total: 112
Paoli Hospital	96
Chester County Hospital	10
Bryn Mawr Hospital	4
CHOP – King of Prussia	2

Responses by Crew Type

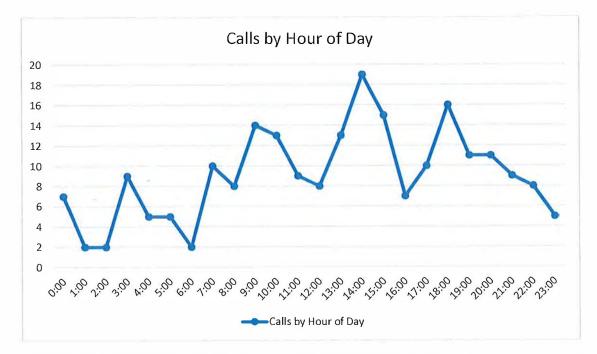
Unit	Count	Pct
ALS Ambulance (EMT and Paramedic)	187	85.8%
ALS Aid Car (Paramedic Only)	22	10.1%
BLS Ambulance (EMT and EMT)	9	4.1%

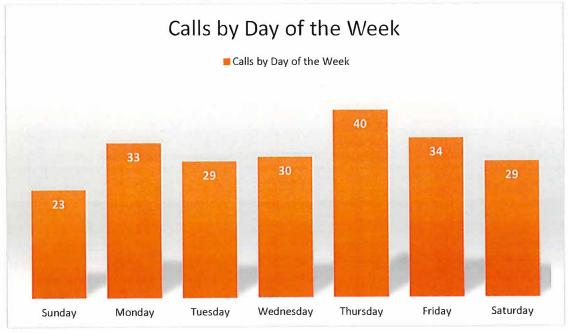
Mutual Aid to assist other services:

AGENCY	TOTAL: 144
East Whiteland Fire Company BLS	53
Goshen Fire Company BLS	50
Paoli Fire Company ALS/BLS	34
Other	7



Malvern Fire Company Emergency Medical Service December 2022 Monthly Report





Covered Calls

Total Dispatches	Transports
35	24

Malvern Fire Company EMS Annual Report



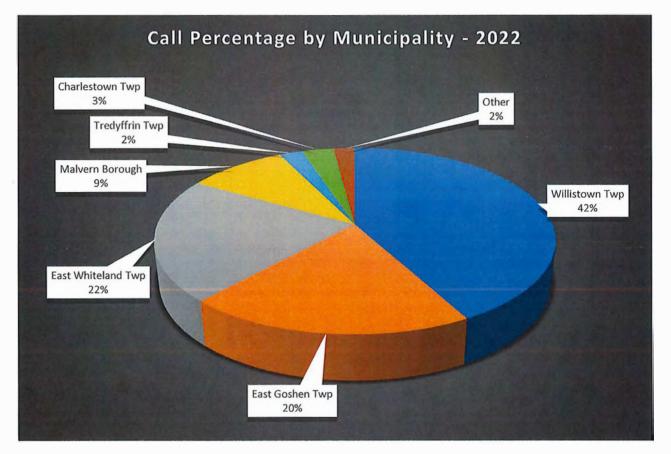
2022



2022 Total Responses: 2,164

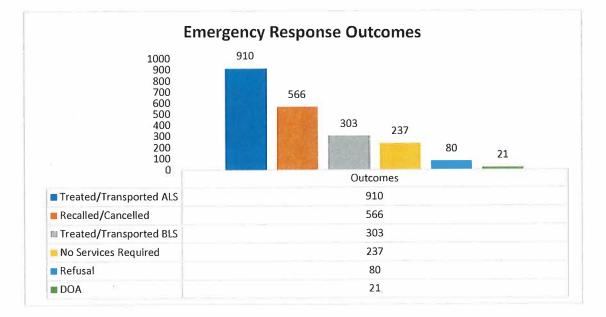
2021 Total Responses: 1,919

Call Volume Difference: +245 calls/+12.8%



Municipality	2022 Responses	YTD %
Willistown Twp	911	42.1%
East Whiteland Twp	467	21.6%
East Goshen Twp	426	19.7%
Malvern Borough	203	9.4%
Charlestown Twp	65	3%
Tredyffrin Twp	49	2.3%
Other	43	1.9%





Transport Destinations

Hospital:	Total: 1,213
Paoli Hospital	1,057
Chester County Hospital	110
CHOP – King of Prussia	19
Bryn Mawr Hospital	16
A.I. DuPont	4
Riddle Hospital	3
Crozer-Chester Medical Center	2
Lankenau Medical Center	1
Phoenixville Hospital	1

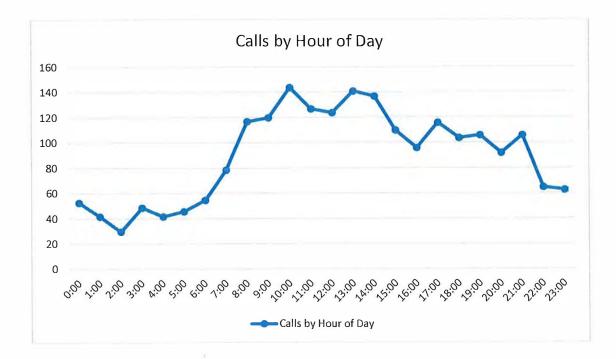
Responses by Crew Type

Unit	Count	Pct
ALS Ambulance (EMT and Paramedic)	1,914	<mark>88.4%</mark>
ALS Aid Car (Paramedic Only)	246	11.4%
BLS Ambulance (EMT and EMT)	16	0.2%

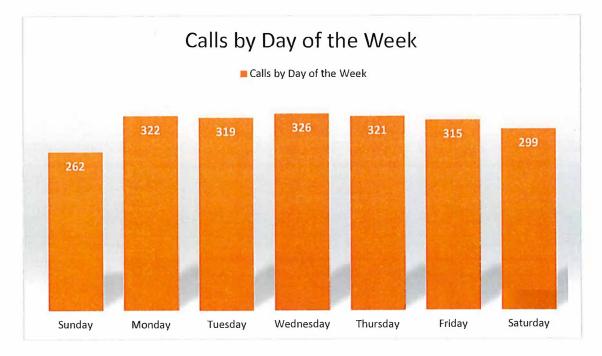


Calls by Response Area:

AGENCY	TOTAL: 2,164
Malvern Fire Company	858
East Whiteland Fire Company BLS	534
Goshen Fire Company BLS	448
Paoli Fire Company ALS/BLS	259
Other	65







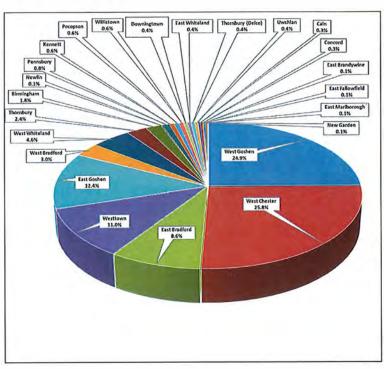
Covered Calls August 2022 – December 2022

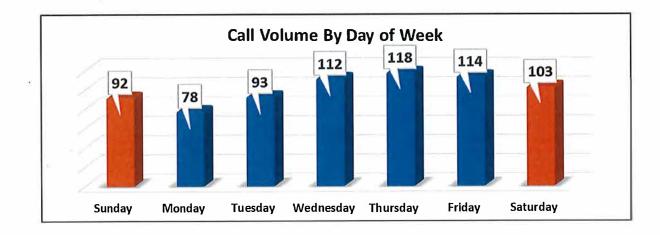
Total Dispatches	Transports
156	113

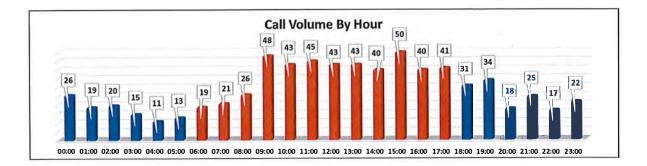


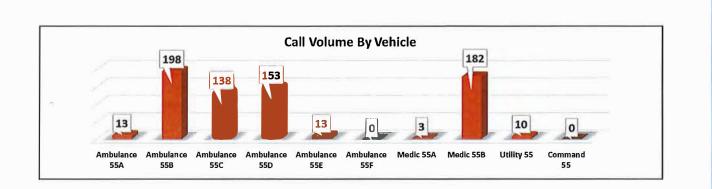
CALL	VOLUME

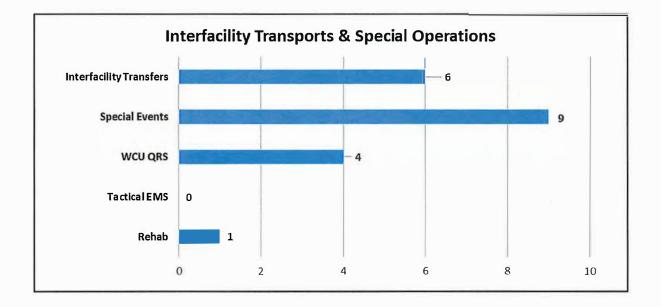
Municipality	Month	% of Calls	YTD
West Goshen	177	28.3%	1891
West Chester	183	25.4%	2172
East Bradford	61	7.4%	800
Westtown	78	8.0%	681
East Goshen	88	12.4%	661
West Bradford	21	3.4%	302
West Whiteland	33	6.7%	309
Thornbury	17	2.2%	149
Birmingham	13	1.3%	77
Newlin	1	0.6%	26
Pennsbury	6	0.6%	
Kennett	4	0.6%	
Pocopson	4	0.4%	
Willistown	4	0.4%	
Downingtown	3	0.3%	
East Whiteland	3	0.3%	
Thornbury (Delco)	3	0.3%	
Uwchlan	3	0.1%	
Caln	2	0.1%	
Concord	2	0.1%	
East Brandywine	1	0.1%	
East Fallowfield	1	0.1%	
East Marlborough	1	0.1%	
New Garden	1	0.1%	
Police - PEKS	710		

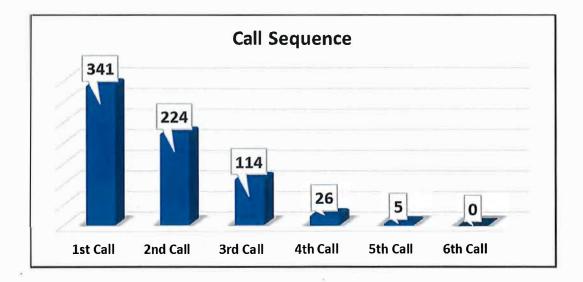








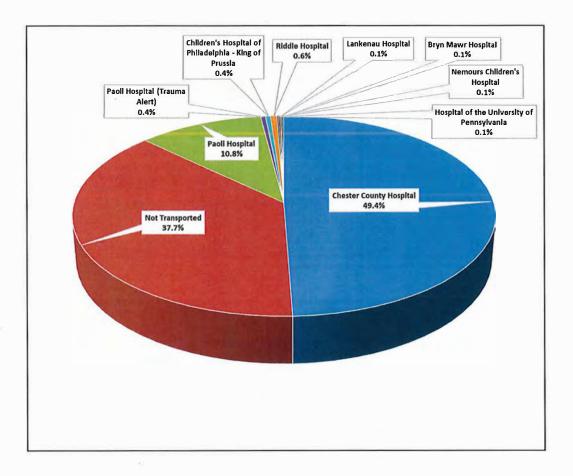




HOSPITAL DESTINATION INFORMATION

Receiving Hospital	Total	%
Chester County Hospital	351	49.4%
Not Transported	268	37.7%
Paoli Hospital	77	10.8%
Paoli Hospital (Trauma Alert)	3	0.4%
Children's Hospital of Philadelphia - King of Prussia	3	0.4%
Riddle Hospital	4	0.6%
Nemours Children's Hospital	1	0.1%
Hospital of the University of Pennsylvania	1	0.1%
Lan knau Hospital	1	0.1%
Bryn Mawr Hospital	1	0.1%
	710	
Transported:	442	62.3%
Not Transported:	268	37.7%
	710	

Non-Transport Breakdown	
Refusal 6	
Recalled Enroute	48
Recalled On Scene	102
No Services	25
Lift Assist	15
DOA	7
Released to BLS	3
External ALS Assist	0
	268



MISCELLANEOUS CALL INFORMATION

Average Times

Dispatch To Enroute	01:23
Enroute To On Scene	07:01
On Scene Time	15:37
Transport Time	10:22
ER Wait Time	12:49
Dispatch To Available	47:12

Alcohol / Drug Suspicion		
	Total	%
Alcohol	31	4.4%
Alcohol and Drugs	5	0.7%
Drugs	11	1.5%
Total:	47	6.6%
Unknown / Unable to Determine	5	0.7%

Calls Covering Other Agencies		
Goshen Fire Co.	27	
Uwchlan Ambulance	17	
Longwood Fire Co.	16	
Concordville Fire Co.	7	
Minquas Fire Co.	7	
Malvern Fire Co.	8	
Westwood Fire Co.	1	
Paoli Fire Co.	1	
East Whiteland Fire Co.	1	
	85	

Responses By Statio	n
Main Station (Station 55)	482
East Goshen (Station 155)	75
East Bradford (Station 255)	153

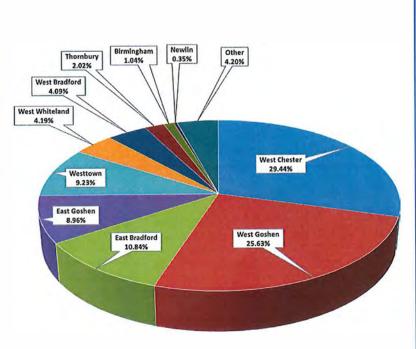
West Chester University Calls		
÷	Total	%
Total WCU Calls	22	3.1%
WCU Calls in West Chester	19	2.7%
WCU Calls in West Goshen	2	0.3%
WCU Calls in East Bradford	1	0.1%

Call Types		
BLS - Sick Person	117	16.5%
ALS - Respiratory Difficulty	73	10.3%
BLS - Fall / Lift Assist	72	10.1%
ALS - Cardiac Problems	60	8.5%
ALS - Syncope	30	4.2%
Accident - BLS	29	4.1%
ALS - Fall	25	3.5%
BLS - Injured Person	25	3.5%
ALS - CVA/Stroke	23	3.2%
BLS - Emotional Disorder	20	2.8%
ALS - Diabetic Emergency	16	2.3%
BLS - Overdose	16	2.3%
BLS - Abdominal Pain	15	2.1%
ALS - Overdose	14	2.0%
ALS - Seizures	14	2.0%
ALS - Unresponsive Person	14	2.0%
ALS - Cardiac/Resp Arrest	13	1.8%
ALS - Hemorrhaging	13	1.8%
ALS - Unconscious Person	13	1.8%
ALS - Hypotension	12	1.7%
EMS - Standby - Fire	12	1.7%
ALS - Abdominal Pain	10	1.4%
BLS - Hemorrhaging	10	1.4%
BLS - Back Pain	8	1.1%
ALS - Injured Person	6	0.8%
Alarm - BLS Medical	5	0.7%
BLS - Seizures	5	0.7%
ALS - Allergic/Med Reaction	4	0.7%
	4	0.6%
Accident - Entrapment	4	0.6%
BLS - Assault w/Injury EMS - Relocate	4	0.6%
	3	
ALS - Choking Accident - Pedestrian		0.4%
	3	
BLS - DOA	3	0.4%
ALS - Back Pain	2	0.3%
Accident - Involving Fire	2	0.3%
BLS - Syncope	2	0.3%
BLS - Unknown Nature	2	0.3%
ALS - Assault w/Injury	1	0.1%
ALS - Emotional Disorder	1	0.1%
ALS - Maternity/Labor Pains	1	0.1%
Accident - ALS BLS - Allergic/Med Reaction	1	0.1%
BLS - Maternity/Labor Pain	1	0.1%
Fire - Other Type Rescue	1	0.1% 0.1%
ine - other type rescue	710	0.1/0

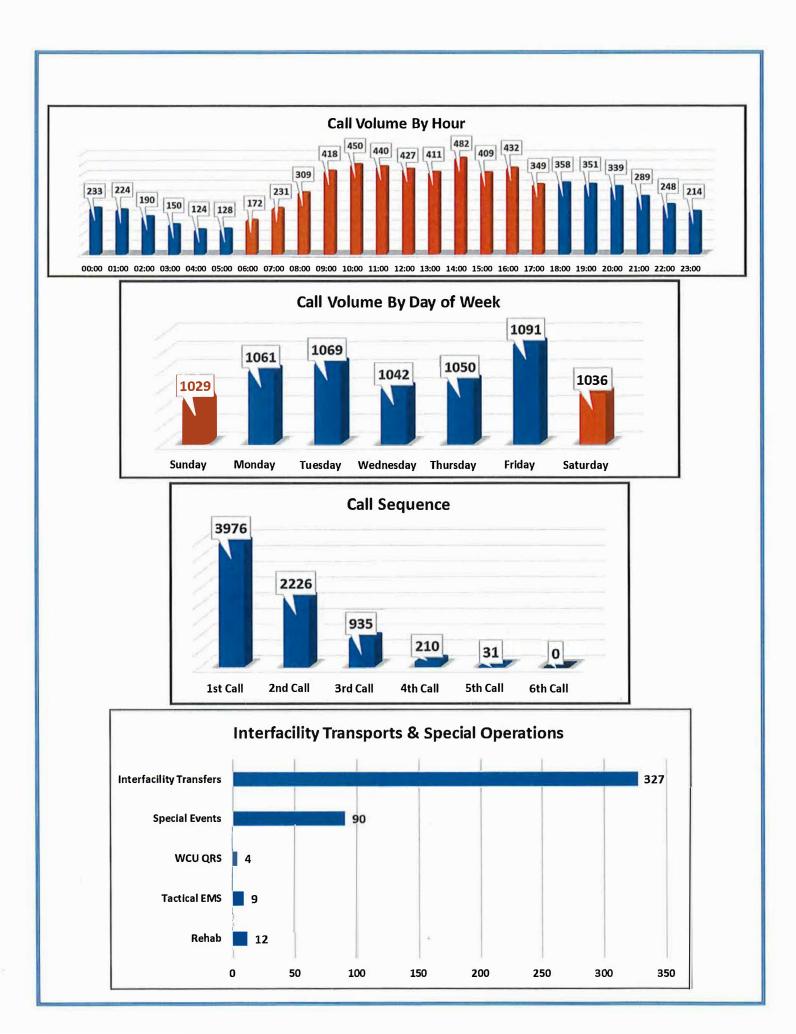


CALL VOLUME

Municipality	Count	% of Calls
West Chester	2172	29.44%
West Goshen	1891	25.63%
East Bradford	800	10.84%
Westtown	681	9.23%
East Goshen	661	8.96%
West Whiteland	309	4.19%
West Bradford	302	4.09%
Thornbury	149	2.02%
Birmingham	77	1.04%
Newlin	26	0.35%
Downingtown	43	0.58%
Pocopson	43	0.58%
Willistown	36	0.49%
Caln	27	0.37%
East Marlborough	21	0.28%
Pennsbury	21	0.28%
Thornbury, Delco	20	0.27%
East Caln	15	0.20%
Uwchlan	13	0.18%
East Whiteland	12	0.16%
Kennett	11	0.15%
Coatesville	10	0.14%
Concord, Delco	8	0.11%
Kennett Square	7	0.09%
East Fallowfield	3	0.04%
Chadds Ford, DelCo	2	0.03%
East Brandywine	2	0.03%
New Garden	2	0.03%
Avondale	1	0.01%
Edgmont, DelCo	1	0.01%
Easttown	1	0.01%
East Vincent	1	0.01%
Phoenixville	1	0.01%
London Grove	1	0.01%
East Pikeland	1	0.01%
Newtown, DelCo	1	0.01%
Penn	1 1	0.01%
Upper Providence	1	0.01%
Valley	1	0.01%
West Grove	1	0.01%
West Marlborough	1	0.01%
Upper Uwchlan	1	0.01%
Contract of the second s	the second se	the second s



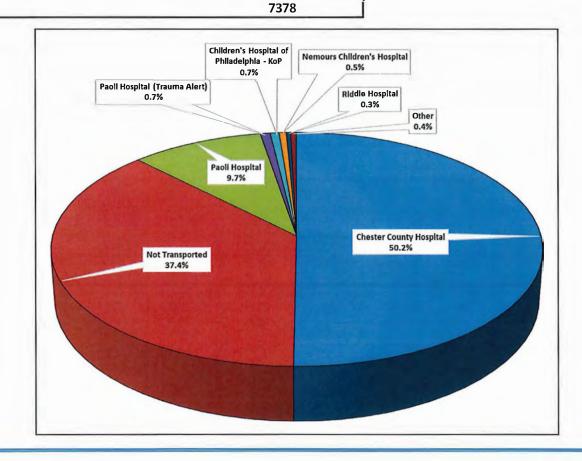
Total Calls Comparison		
2021	2022	+/-
6624	7378	754
Total Transports Comparison		
2021	2022	+/-
4230	4615	385

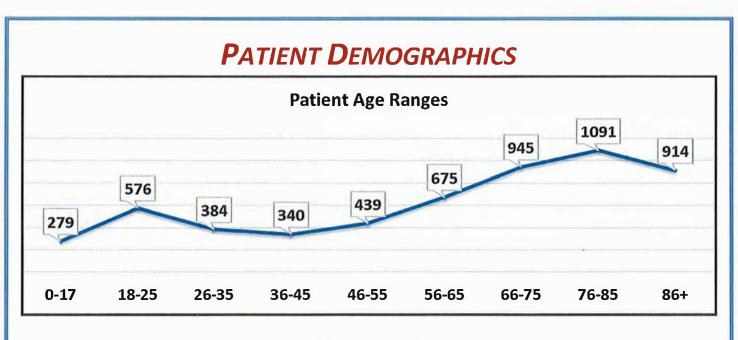


HOSPITAL DESTINATION INFORMATION

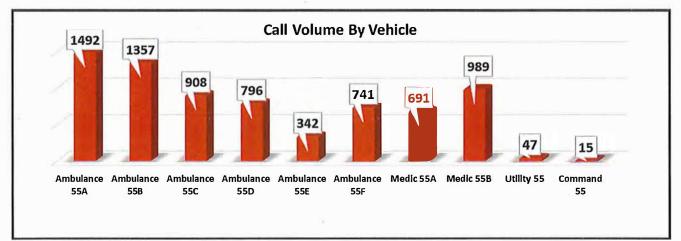
	Total	%
Chester County Hospital	3703	50.2%
Not Transported	2762	37.4%
Paoli Hospital	718	9.7%
Paoli Hospital (Trauma Alert)	54	0.7%
Children's Hospital of Philadelphia - KoP	48	0.7%
Nemours Children's Hospital	39	0.5%
Riddle Hospital	23	0.3%
Bryn Mawr Hospital	5	0.1%
Crozer-Chester Medical Center	5	0.1%
Hospital of the University of Pennsylvania	4	0.1%
Children's Hospital of Philadelphia	3	0.0%
Lankenau Medical Center	3	0.0%
Phoenixville Hospital	3	0.0%
Christiana Hospital	2	0.0%
Crozer-Chester Medical Center (Burn Center)	2	0.0%
Crozer-Chester Medical Center (Trauma Alert)	1	0.0%
St. Christopher's Hospital for Children (Burn Center)	1	0.0%
Promedica Exton- Complete Transport for Other EMS	1	0.0%
Taylor Hospital	1	0.0%
	7378	
Transported:	4616	62.6%
Not Transported:	2762	37.4%

Non-Transport Breakdown		
Refusal	745	
Recalled Enroute	416	
Recalled On Scene	884	
No Services	441	
Lift Assist	170	
DOA	71	
Released to BLS	35	
External ALS Assist	0	
	2762	





VEHICLES



Response Data

Average Times								
Dispatch To Enroute	01:20							
Enroute To On Scene	06:43							
On Scene Time	15:55							
Transport Time	10:10							
Dispatch To Available	47:14							

Responses By Station						
Main Station (Station 55)	5269					
East Goshen (Station 155)	534					
East Bradford (Station 255)	1575					

MISCELLANEOUS CALL INFORMATION

Alcohol / Drug Suspicion									
	Total	%							
Alcohol	451	6.1%							
Alcohol and Drugs	59	0.8%							
Drugs	129	1.7%							
Total:	639	8.7%							
Unknown / Unable to Determine	81	1.1%							

West Chester University Calls									
	Total	%							
Total WCU Calls	253	3.4%							
WCU Calls in West Chester	194	2.6%							
WCU Calls in West Goshen	39	0.5%							
WCU Calls in East Bradford	20	0.3%							

Covering Other Agencie	es
Goshen Fire Co	167
Uwchlan Ambulance	131
Longwood Fire Co	105
Minquas Fire Co	103
Malvern Fire Co	61
Concordville Fire Co	46
Westwood Fire Co	7
TowerDIRECT Medic 93	7
Washington Hose Co	6
Riddle Hospital EMS	3
Trappe EMS	3
SCCEMS Medic 94	2
Avondale Fire Co	1
Modena Fire Co	1
Berwyn Fire Co	1
East Whiteland Fire Co	1
Friendship Fire Co.	1
West End Fire Co. of Phoenixville	1
Paoli Fire Co.	1
West Grove Fire Co	1
	649

MEDICAL CATEGORIES

BLS - Sick Person	965	13.1%	BLS - Seizures	42	0.6%
BLS - Fall / Lift Assist	781	10.6%	BLS - DOA	41	0.6%
ALS - Respiratory Difficulty	735	10.0%	ALS - Emotional Disorder	39	0.5%
ALS - Cardiac Problems	633	8.6%	BLS - Unknown Nature	39	0.5%
BLS - Injured Person	353	4.8%	Accident - Entrapment	36	0.5%
BLS - Emotional Disorder	333	4.5%	ALS - Back Pain	25	0.3%
Accident - BLS	287	3.9%	Accident - Pedestrian	25	0.3%
ALS - CVA/Stroke	248	3.4%	BLS - Allergic/Med Reaction	25	0.3%
ALS - Fall	224	3.0%	ALS - Choking	21	0.3%
BLS - Overdose	206	2.8%	Accident - Involving Fire	15	0.2%
ALS - Syncope	196	2.7%	Alarm - Carbon Monoxide	15	0.2%
ALS - Seizures	169	2.3%	Fire - Other Type Rescue	15	0.2%
ALS - Unresponsive Person	156	2.1%	ALS - Exposure to Heat/Cold	12	0.2%
ALS - Hypotension	148	2.0%	ALS - Maternity/Labor Pains	12	0.2%
BLS - Abdominal Pain	148	2.0%	EMS - Relocate	11	0.1%
EMS - Standby - Fire	148	2.0%	EMS - Standby - Event	11	0.1%
ALS - Abdominal Pain	144	2.0%	BLS - Exposure to Heat/Cold	9	0.1%
ALS - Overdose	134	1.8%	BLS - Maternity/Labor Pain	9	0.1%
ALS - Diabetic Emergency	121	1.6%	ALS - Assault w/Injury	7	0.1%
ALS - Hemorrhaging	116	1.6%	ALS - Stabbing	5	0.1%
ALS - Unconscious Person	116	1.6%	Fire - Hazmat	5	0.1%
BLS - Hemorrhaging	92	1.2%	ALS - Poisoning	4	0.1%
ALS - Cardiac/Resp Arrest	85	1.2%	EMS - Standby - Police	3	0.0%
ALS - Injured Person	77	1.0%	ALS - Burns - Misc	2	0.0%
BLS - Back Pain	69	0.9%	ALS - Burns - Scalding/Other	2	0.0%
Alarm - BLS Medical	64	0.9%	ALS - Equestrian Injury	2	0.0%
BLS - Assault w/Injury	54	0.7%	ALS - Shooting	2	0.0%
Accident - ALS	48	0.7%	Fire - Water Rescue	2	0.0%
ALS - Allergic/Med Reaction	46	0.6%	ALS - Burns - Chemical	1	0.0%
BLS - Syncope	43	0.6%	ALS - Drowning	1	0.0%
			BLS - Burns - Misc	1	0.0%

7378

Memo

To: Board of SupervisorsFrom: Dave WareRe: December 2022 Financial ReportDate: January 12, 2023

As of December 31st, net of pass throughs, the general fund had YTD revenues of \$11,951,636 and expenses of \$11,901,579 for a surplus of \$50,057. As of December 31st, the general fund balance was \$5,793,942.

Actual 2022 revenue finished 10.1% higher than budget and 4.3% higher than prior year. EIT collections, building permits, RE Transfer Tax, P&R programs, increased interest earnings, and a 10-year renewal payment of \$75K for Liberty Towers land lease agreement is driving the increase versus budget.

Actual 2022 expenses are 9.7% over budget and 4.5% higher than prior YTD. Sewer and storm water costs, park program/class expenses, maintenance/fuel/tree removal costs, EIT commissions, and EOY transfers drove the expenses higher than budget. The net result from actual operations in 2022 is \$50K higher than budget.

Conclusion

The 2022 fiscal year, while a challenging year for inflation and supply chain costs, exceeded expectations primarily due to EIT receipts. EIT accounted for \$550K of the \$1.1M budget revenue surplus. Looking forward into 2023, we have already built anticipated recurring revenue increases into the Proposed Budget, including EIT, building permits, higher interest earnings, and inter-fund operating transfers.

Other funds

- The **State Liquid Fuels Fund** had \$521,326 in revenues and \$521,332 in expenses. The fund balance is \$123.
- The **Capital Reserve Fund** had \$1,347,608 in revenues and \$1,003,545 in expenses. The fund balance is \$5,217,348.
- The **Transportation Fund** had \$5,816 in revenues and \$148,910 in expenses. The fund balance is \$467,258.
- The **Sewer Operating Fund** had \$3,884,474 in revenues and \$3,740,892 in expenses. The fund balance is \$1,164,710.
- The **Refuse Fund** had \$1,409,250 in revenues and \$1,339,551 in expenses. The fund balance is \$564,510.
- The **Bond Fund** had \$80,118 in revenues and \$519,917 in expenses. The fund balance is \$2,348,108.
- The **Sewer Capital Reserve Fund** had \$311,664 in revenues and \$294,626 in expenses. The fund balance is \$2,378,190.
- The **Operating Reserve Fund** had \$18,171 in revenues and \$1,250,000 transferred to the Infrastructure Sustainability Fund. The fund balance is \$1,553,059.
- The **ARPA Fund** had \$966,615 in revenues and \$920,729 in expenses. The fund balance is \$960,551.
- The **Infrastructure Sustainability Fund** had \$1,468,376 in revenues and \$17,975 in expenses. The fund balance is \$1,789,459.

EAST GOSHEN TOWNSHIP

Variance Detail Report Year to Date As of December 31, 2022

GENERAL FUND

			GENERA	LFUND	
				Versus Budget	
				Favorable/	
	YTD Pr Yr	YTD Budget	YID Actual	(Unfavorable)	Comments on YTD Budget Variance
REVENUES					
LOCAL ENABLING TAXES	8,984,667	8,408,136	8,995,035	586,899	EIT Collections performance similar to Prior Year not in Budget
LICENSE & PERMITS	440,810	432,733	425,554		Franchise fees under budget
FINES	45,121	57,000	69,505	12,505	Zoning violations
INTEREST EARNINGS	2,750	3,500	79,870	76,370	Driven by the move to PLGIT (4.12% vs. 1.15%)
RENTS	101,273	103,068	103,066	(1)	
STATE SHARED REVENUE & ENTITLEMENT	132,289	120,903	134,604	13,701	Higher State aid received vs. Budget
GENERAL GOVERNMENT	29,563	31,600	33,517	1,917	
PUBLIC SAFETY	338,687	306,064	471,903	165,839	Driven by building permits
HIGHWAY & STREETS	6,452	5,026	1,045	(3,981)	2
CULTURE & RECREATION	145,109	173,361	182,721	9,360	More summer program & tennis signups
MISCELLANEOUS REVENUE	162,702	148,146	291,531	143,385	Insurance dividends & wireless tower renewal
INTERFUND OPERATING TRANSFERS	1,064,056	1,060,871	1,163,285	102,414	More Liquid Fuel \$ and Sewer Transfers than anticipated
		-			
TOTAL REVENUES	11,453,479	10,850,407	11,951,636	1,101,229	
GENERAL GOVERNMENT	979,121	1,045,226	1,071,478	(26.253)	Lower engineering services offset by Hicks reimbursements
TAX COLLECTION	119,639	1,045,226 86,044	119,098		Driven by higher EIT receipts vs budget
GENERAL GOVERNMENT BLDG & PLANT	451,488	295,806	599,940		Maintenance costs and addt'l capital purchase/replacement transfers
PUBLIC SAFETY	4,444,762	4,632,242	4,682,436		WEGO paid 100% from General, not Trust as value is down vs. 2021
PLANNING & ZONING	395,445	413,816	373,157		Lower payroll costs due to staffing
RECYCLING	13,760	14,853	15,912	(1,059)	
PUBLIC WORKS - SANITATION	469,210	274,529	351,289		More sewer & stormwater work and supplies vs. budget
PUBLIC WORKS - HWYS ROADS & STREETS	1,812,565	1,962,633	2,045,762		Higher paving material/fuel costs; more signal maintenance
PARTICIPANT RECREATION	215,389	239,375	296,126		P&R Coordinator not in Budget; Increased programs offset by revenu
PARKS	304,147	337,783	410,528		Higher maintenance costs - landscaping, mowing, tree removal
CONSERVATION & DEVELOPMENT	471	4,886	2,241	2,645	
HISTORICAL	914	2,248	2,328	(80)	
DEBT SERVICE	576,090	550,075	550,077	(2)	
PENSION FUND CONTRIBUTION	136,373	126,000	132,827	(6,827)	May receive true-up in 2023 for retired ineligible employees
INSURANCE PREMIUMS	701,393	638,147	573,834	64,313	Changes in plans and employees/selections
EMPLOYEE BENEFITS	213,833	226,746	223,966	2,780	Higher uniform cleaning costs
INTERFUND TRANSFERS	554,822	0	450,580	(450,580)	Approved transfers to Capital Reserve and Infrastructure Funds
TOTAL EXPENSES	11,389,421	10,850,407	11,901,579	(1,051,172)	
	64.050	(0)	E0.057	50.057	
RESULTS FROM OPERATIONS	64,058	(0)	50,057	50,057	

MONTH END FUND BALANCE REPORT ALL FUNDS DECEMBER 2022

* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

	PRELIMINARY REPORT													
	FUND	01	02	03	04	05	06	09	10	12		07	08	19
		GENERAL	LIQUID FUELS	CAP RESV	TRANSPORT.	SEWER OP.	REFUSE	SEWER CAP	OPERATING	INFRASTRUCTURE	TOWNSHIP		BOND	ARPA
		FUND*	STATE FUND	FUND	FUND	FUND	FUND	RESV FUND	RESERVE	SUSTAIN	FUNDS	AUTHORITY	FUND	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
RECE	PTS		10 C											
310	TAXES	9.082.300.27	so	\$0	\$0	\$0	\$0							
320	LICENSES & PERMITS	430.823.35	so	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0	SO	\$0	\$9,082,300	\$0	\$0	\$0
330	FINES & FORFEITS	69.505.03	so	\$0	\$0 \$0	\$0 \$0	50 50	\$0	SO	\$0	\$430,823	\$0	\$0	\$0
340	INTERESTS & RENTS	182,936,59	\$6.071	\$50,522	\$5,420	\$5,433	\$2,519	\$0	SO	\$0	\$69,505	\$0	\$0	\$0
350	INTERGOVERNMENTAL	414.602.52	\$515,255	\$309,776	\$0,420	\$5,455 \$0	\$2,519 \$0	\$311,664 \$0	\$18,171	\$18,118	\$582,736	\$7	\$30,118	\$10,788
360	CHARGES FOR SERVICES	664.428.36	\$010,200	\$005,770	\$0 \$0	\$3.879.041	\$1,406,731	30 S0	\$0	SO	\$1,239,633	\$0	\$0	\$955,827
380	MISCELLANEOUS REVENUES	2.480.763.68	\$0	so	\$396	\$0,075,041	\$1,400,731 \$0	30 S0	\$0	SO	\$5,950,201	\$4,953	\$0	\$0
390	OTHER FINANCING SOURCES	1,191,060,60	\$0	\$987.311	SO	\$0	30 S0	30 S0	\$0	\$0	\$2,481,160	\$282	\$0	\$0
				0007,011	30	30	30	30	\$0	\$1,450,258	\$2,178,371	\$369,264	\$50,000	\$0
		\$14,516,420	\$521,326	\$1,347,608	\$5,816	\$3,884,474	\$1,409,250	\$311,664	\$18,171	\$1,468,376	\$22,014,730	\$374,506	\$80,118	\$966.615
	IDITURES					2						1		
400 410	GENERAL GOVERNMENT PUBLIC SAFETY	1,860,550.93	\$0	\$100,914	\$0	\$0	\$0	\$0	\$0	\$0	\$1,961,465	\$0	\$0	\$920,729
410		7,249,515.93	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,249,516	\$0	\$0	\$0
420	HEALTH & WELFARE	176,147.86	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$176,148	\$94,512	\$0	SO
420	SANITATION & REFUSE	SO	\$0	\$0	\$0	\$2,345,925	\$1,339,551	\$0	\$0	\$0	\$3,685,476	\$0	\$0	so
450	HIGHWAYS, ROADS & STREETS	2,236,814.92	\$521,332	\$161,242	\$148,910	\$0	\$0	\$7,969	\$0	\$0	\$3,076,267	\$294,601	\$411,392	so
450	CULTURE-RECREATION CONSERVATION & DEVELOPMENT	729,153.96	\$0	\$679,013	\$0	\$0	\$0	\$0	\$0	\$17,048	\$1,408,167	\$0	\$108,525	so
400	DEBT SERVICE	4,569.06	\$0	\$60,453	\$0	\$0	\$0	\$0	\$0	SO	\$65,022	\$0	so	so
480		550,076.86	\$0	\$0	\$0	\$972,360	\$0	\$0	\$0	\$0	\$1,522,437	\$0	so	so
480	MISCELLANEOUS EXPENDITURES	1,214,098.06	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,214,098	\$0	so	\$0
490	OTHER FINANCING USES	450,579.54	\$0	\$1,924	\$0	\$422,607	\$0	\$286,657	\$1,250,000	\$927	\$2,411,768	\$213	\$0	\$0
		\$14,471,507	\$521,332	\$1,003,545	\$148,910	\$3,740,892	\$1,339,551	\$294,626	\$1,250,000	\$17,975	\$22,770,363	\$389.327	\$519,917	\$920,729
												0000,027	¢010,017	\$520,123
	2022 SURPLUS/(DEFICIT)	\$44,913	(\$6)	344,063	(143,094)	143,582	69,699	17,038	(1,231,829)	1,450,401	(755,634)	(14,821)	(439,799)	45,887
10	CLEARING ACCOUNT ADJUSTMENTS	\$9,741												
	12/31/22 ENDING BALANCE	<u>\$5,793,942</u>	\$123	\$5,217,348	\$467,258	\$1,164,710	\$564,510	\$2,378,190	\$1,553,059	\$1,789,459	\$18,928,601	<u>(\$3,201)</u>	\$2,348,108	<u>\$960,551</u>

EAST GOSHEN TOWNSHIP MEMORANDUM

TO:	BOARD OF SUPERVISORS
FROM:	DAVE WARE
SUBJECT:	PROPOSED PAYMENTS OF BILLS
DATE:	JANUARY 12, 2023

Attached please find the Treasurer's Report for the weeks of December 29, 2022 – January 12, 2023.

\$769K in Q4 2022 recharges for Goshen Fire, Sewer Operating Fund, Refuse Fund, and the Municipal Authority drove the General Fund revenue over this period.

General Fund incurred the routine operating expenses, including the \$433K WEGO January 2023 payment, \$50K in salt purchases in preparation for winter, \$16K for cyber security insurance policy, and the January premiums for Workers' Comp and Medical were processed.

Capital Fund expense includes Pickleball surfacing, previously approved by the Board, as well as scheduled PW and office capital replacement.

2022 Budget surplus transfers previously approved by the Board of Supervisors as follows: \$250,322 transferred from General Fund to Capital Reserve and \$200,258 to Infrastructure Sustainability.

Recommended motion: Mr. Chairman, I move that we 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

×

GENERAL FUND]		
Real Estate Tax	\$0.00	Accounts Payable	\$673,127.31
Earned Income Tax	\$42,595.34	Electronic Pmts:	
Local Service Tax	\$66.76	Debt Service	\$1,389.98
Transfer Tax	\$43,747.20	Payroll	\$105,538.61
General Fund Interest Earned	\$42,234.97		
Total Other Revenue	\$801,455.37		
Total General Fund Receipts:	\$930,099.64	Totai Expenditures:	\$780,055.90
STATE LIQUID FUELS FUND	1		
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned Total State Liguid Fuels Receipts:	\$440.28 \$440.28	Total Expenditures:	\$0.00
	a	· · · · · · · · · · · · · · · · · · ·	
CAPITAL RESERVE FUND]		
Receipts	\$0.00 \$15,339.53	Accounts Payable	\$54,350.65
Interest Earned Total Capital Reserve Fund Receipts:	\$15,339.53	Total Expenditures:	\$54,350.65
		•	1.45 A.S.S.
TRANSPORTATION FUND]		
Receipts	\$0.00 \$1,667.22	Accounts Payable	\$0.00
Interest Earned Total Transportation Fund Receipts:	\$1,667.22	Total Expenditures:	\$0.00
SEWER OPERATING FUND]		
Receipts	\$25,632.90	Accounts Payable	\$207,762.05
Interest Earned	\$2,253.71	Electronic Pmts: Debt Service	\$20,656.39
Total Sewer Operating Fund Receipts:	\$27,886.61	Total Expenditures:	\$228,418.44
	-		
	\$10,677.70	Accounts Payable	\$129,822.07
Receipts Interest Earned	\$710.70	Accounts r ayable	¥120,022.01
Total Refuse Fund Receipts:	\$11,388.40	Total Expenditures:	\$129,822.07
BOND FUND	1		
Receipts	_I \$0.00	Accounts Payable	\$10,550.00
Interest Earned	\$7,813.13		
Total Bond Fund Receipts:	\$7,813.13	Total Expenditures:	\$10,550.00
SEWER CAPITAL RESERVE FUND			
Receipts	\$0.00 \$6,581.40	Accounts Payable	\$0.00
Interest Earned Total Sewer Capital Reserve Fund Receipts:	\$6,581.40	Total Expenditures:	\$0.00
OPERATING RESERVE FUND]		
Receipts	\$0.00 \$5.549.18	Accounts Payable	\$0.00
Interest Earned Total Operating Reserve Fund Receipts:	\$5,549.18 \$5,549.18	Total Expenditures:	\$0.00
Total Operating Reserve Fund Receipts.	40101010		
INFRASTRUCTURE SUSTAINABILITY FUND]		
Receipts	\$0.00 \$5.400.61	Accounts Payable	\$0.00
Interest Earned Total Infrastructure Sustainability Fund Receipts:	\$5,490.61 \$5,490.61	Total Expenditures:	\$0.00
ARPA - COVID RELIEF FUND]		
Receipts	\$0.00 \$6.090.35	Accounts Payable	\$0.00
Interest Earned Total ARPA - COVID Relief Fund Receipts:	\$6,090.35 \$6,090.35	Total Expenditures:	\$0.00
I VIAI ANEA - VOND Neller Fully Necelpis.	40,000,00		

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East Goshen Township 2022-2023 Purchase Order Listing By Expenditure Account

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Format: Detail without Line Item Notes Range: First to Last Rcvd Batch Id Range: First to Last Prior Year Only: N Vendors: All			Hel Stat 3	n: N Void: N d: N Aprv: N e: Y Other: N Include Non	N Rcvd Y Exempt	: N : Y		,,
DEPT Page Break: No Subtota] DEPT: NO			First	Rcvd	Chk/Void		PO
P.O. Id Item Vendor	Item Description	Amount	Stat	/Chk Enc Date		Date	Invoice	Туре
01-401-2100MATERIALS & SUPPLIES23-000631 ODPBU005 ODP BUSINESS SOLUTIONS LLC23-000641 ODPBU005 ODP BUSINESS SOLUTIONS LLC23-000651 ODPBU005 ODP BUSINESS SOLUTIONS LLC	SELF INKING STAMP REPLACEMENT P60 RED PADS GEL 2 PK REFILLS BLUE	77.94	Р 2	4057 01/10/23	01/10/23	01/10/23	282649479001 282651059001 282651071001	
01-401-3000GENERAL EXPENSE23-000261 CCSIG005 CCSIGA23-000271 CHEST050 CHESTER COUNTY CHAMBER23-000721 PENNS035 PENNSYLVANIA STATE POLICE23-000722 PENNS035 PENNSYLVANIA STATE POLICE23-000723 PENNS035 PENNSYLVANIA STATE POLICE	CCSIGA DUES - ASHLEY NOWAK MEMBERSHIP D.DAVIS DEC.2022 R28229772 GRIFFITH R28229773 KESTER-GILLEN R28234768 BORAWSKI	295.00 22.00 22.00	P 2 P 2 P 2	4037 01/09/23 4038 01/09/23 4062 01/10/23 4062 01/10/23 4062 01/10/23	01/09/23 01/10/23 01/10/23	01/10/23 01/10/23 01/10/23	128 R28229772 R28229773	
01-401-3040 SUSTAINABILITY COMMITTEE 23-00042 1 FRIES010 FRIESE, PEG	EXPENSES REIMBURSEMENT - 2 ESAC ITEMS	400.00	Р2	4047 01/09/23	01/09/23	01/10/23	010923	
01-401-3070 PSATS EXPENSE 23-00074 1 PSATS005 PSATS	TWP.MEMBERSHIP + SUBSCRIP.2023	2,844.00	Р2	4063 01/10/23	01/10/23	01/10/23	INV-124626-G015	
01-401-3120 CONSULTING SERVICES 23-00008 1 AMSAP005 AMS APPLIED MICRO SYSTEMS LT 23-00020 1 BDCOM005 B&D COMPUTER SOLUTIONS 23-00078 1 SEATROD5 SEATRUSTIT LLC	D. DECEMBER 2022 DECEMBER 2022 EMAIL MIGRATION - DEC.2022	2,000.00	Р2	4031 01/09/23 4034 01/09/23 4066 01/10/23	01/09/23	01/10/23	00003409	
01-401-3210 COMMUNICATION EXPENSE 23-00021 1 BEENE005 BEE.NET INTERNET SERVICES 23-00035 1 COMCA005 COMCAST 8499-10-109-0028306	JAN.2022 BEE-MAIL ACCTS 0028306 JANUARY 2023			4035 01/09/23 4041 01/09/23				

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East Goshen Township 2022-2023 Purchase Order Listing By Expenditure Account

Account P.O. Id Ite	em Vendor	Description	Item Description	Amount	St	at/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	РО Туре
01-401-3210 23-00083		COMMUNICATION EXPENSE VERIZON - 542413545-00001	Continued 11/22-12/21/22 CELL PHONES	2,232.05 3,210.44	Р	24072	01/10/23	01/10/23	3 01/10/23	9923506305	-6
01-401-3400 23-00001		ADVERTISING - PRINTING 21ST CENT.MEDIA NEWS #884433	NOTICE- BOS ORDINANCES	185.04	Р	24029	01/09/23	01/09/23	8 01/10/23	2413216	
23-00077 23-00077	1 QUADR005 1 ROTHW005 2 ROTHW005	RENTAL OF EQUIPOFFICE QUADIENT LEASING USA INC. ROTHWELL DOCUMENT SOLUTIONS ROTHWELL DOCUMENT SOLUTIONS ROTHWELL DOCUMENT SOLUTIONS	1/20/23-4/19/23 POSTAGE MACH. LAN.MPC6004ex 9/18-12/27/22 LAN.SP8300N 9/18-12/27/22 SP8300N BASE RT. 12/18/22	1,194.77 61.13	P P	24065 24065	01/10/23 01/10/23	01/10/23 01/10/23	8 01/10/23 8 01/10/23 8 01/10/23 8 01/10/23	192736 192736	
01-403-1140 23-00025		R.E.TAX COLLECT-COMMISSION MELISSA BRIGHT	N/SALARIES TAX COLLECTOR FEE 2022	1.00	Р	24036	01/09/23	01/09/23	8 01/10/23	122222	
01-407-2130 23-00086	1 w3glo005	COMPUTER EXPENSE W3 GLOBAL SOLUTIONS LLC	QTR 1 2023 WEB SERVICE	900.00	Р	24073	01/10/23	01/10/23	8 01/10/23	2789	
01-409-3600 23-00009 23-00011 23-00069 23-00090	1 AQUAP010 1 AQUAP010 1 PEC00045	TWP. BLDG FUEL, LIGHT, AQUA PA 01 AQUA PA 01 PECO - 01360-05046 AQUA PA 01	WATER 309828309828 11/18-12/19/22 TB 309820309820 11/18-12/19/22 FR 01360-05046 11/28-12/29/22 LED 309801309801 11/23-12/22/22 BS	264.40 57.32	P P	24032 24061	01/09/23 01/10/23	01/09/23 01/10/23	8 01/10/23	122122 FR	
01-409-3605 23-00010 23-00071	1 AQUAP010	PW BLDG - FUEL,LIGHT,SEWE AQUA PA 01 PECO - 45168-01609	R & WATER 496917309798 11/18-12/19/22 PW 45168-01609 11/16-12/19/22						8 01/10/23 8 01/10/23	122122 PW 122022	
23-00028 23-00028	1 CINTA005 2 CINTA005 3 CINTA005	TWP. BLDG MAINT & REPA: CINTAS CORPORATION #287 CINTAS CORPORATION #287 CINTAS CORPORATION #287 W.B.MASON CO.,INC.	IRS CLEAN MATS - 12/14/22 CLEAN MATS - 12/21/22 CLEAN MATS - 12/29/22 FACL& TOILET TISSUE + SOFTSOAP	46.56	P P	24039 24039	01/09/23 01/09/23	01/09/23 01/09/23	8 01/10/23 8 01/10/23	4140365978 4141090815 4141845184 234600419	

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East Goshen Township 2022-2023 Purchase Order Listing By Expenditure Account

Account P.O. Id Item Vendor	Description	Item Description	Amount	St	at/Chk	First Enc Date		Chk/Void Date	l Invoice
01-409-3740 23-00089 1 YALEE005	TWP. BLDG MAINT & REPAI YALE ELECTRIC SUPPLY CO		<u> </u>	Ρ	24076	01/10/23	01/10/2	3 01/10/23	s122075606.001
01-409-3745 23-00029 1 COLON005 23-00056 1 LECLE005	PW BUILDING - MAINT REPAIR COLONIAL ELECTRIC SUPPLY LEC - LENNI ELECTRIC CORPORATI		519.60 1,557.30 2,076.90						14959236 221161
01-409-3840 23-00071 1 PECO0015 23-00085 1 VERIZ025		45168-01609 11/16-12/19/22 12/16/22-1/15/23	2,423.37 <u>82.</u> 77 2,506.14						3 122022 3 7504490-121522
01-410-5300 22-01051 1 WESTT010	POLICE GEN.EXPENSE WESTTOWN-EAST GOSHEN POLICE	JANUARY 2023 CONTRIBUTION	432,635.10	Р	24026	01/06/23	01/06/2	3 01/06/23	010123
01-410-5400 23-00024 1 SPCA0005	S.P.C.A. CONTRACT BRANDYWINE VALLEY SPCA	STRAY PICK-UP/ACTIVTY-DEC.2022	390.59	Р	24068	01/09/23	01/09/2	3 01/10/23	B HPA NOV.33
01-411-3630 23-00016 1 AQUAP025 23-00017 1 AQUAP025 23-00018 1 AQUAP025 23-00019 1 AQUAP025	HYDRANT & WATER SERVICE AQUA PA - HY AQUA PA - HY AQUA PA - HY AQUA PA - HY	348603348603 9/30-12/30/22 H34 310033706109 9/30-12/30/22 H20 10033310033 11/30-12/30/22 186 309987309987 11/30-12/30/22 <u>H6</u>	1,714.20 5,314.02	P P	24033 24033	01/09/23 01/09/23	01/09/2	3 01/10/23 3 01/10/23	8 010323 HM34 8 010323 HY20 8 010323 279 8 010323 HY6
01-411-3631 23-00018 2 AQUAP025	HYDRANTS - RECHARGE EXPENS AQUA PA - HY		2,657.01	Р	24033	01/09/23	01/09/2	3 01/10/23	8 010323 279
01-414-5001 23-00008 2 AMSAP005	ZONING IT CONSULTING AMS APPLIED MICRO SYSTEMS LTD.	DECEMBER 2022	28.00	Ρ	24031	01/09/23	01/09/2	3 01/10/23	69088
01-430-2320 23-00093 1 REILL005 23-00094 1 REILL005 23-00095 1 REILL005 23-00096 1 REILL005 23-00097 1 REILL005	VEHICLE OPERATION - FUEL REILLY & SONS INC REILLY & SONS INC REILLY & SONS INC REILLY & SONS INC REILLY & SONS INC	160.6 GALS. GASOLINE 434.80 GALS. DIESEL 559.4 GALS. DIESEL 95.20 GALS. GASOLINE 53.30 GALS. GASOLINE	452.89 1,654.85 2,295.22 283.51 158.99	P P P	209 209 209	01/11/23 01/11/23 01/11/23	01/11/2 01/11/2 01/11/2	3 01/11/23 3 01/11/23 3 01/11/23	 14020039 14020089 14075462 14075323 14131424

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East Goshen Township 2022-2023 Purchase Order Listing By Expenditure Account

01-430-2320 VEHIC 23-00098 1 REILL005 REILLY & 1	LE OPERATION - FUEL					Date	Date	Invoice	Туре
	SONS INC	Continued 387.60 GALS. DIESEL	<u>1,528.69</u> 6,374.15	Р	209 01/11/23	01/11/2	3 01/11/23	14131541	
01-430-2330 VEHICI 23-00041 1 FRANK005 FRANKLIN 23-00046 1 GAPP0005 GAP POWER 23-00047 1 GAPP0005 GAP POWER 23-00048 1 GAPP0005 GAP POWER 23-00048 1 GAPP0005 GAP POWER 23-00060 1 LITTL005 LITTLE INV 23-00061 1 NAPAA005 NAPA AUTO 23-00061 2 NAPAA005 NAPA AUTO 23-00061 3 NAPAA005 NAPA AUTO 23-00061 5 NAPAA005 NAPA AUTO 23-00061 6 NAPAA005 NAPA AUTO 23-00061 7 NAPAA005 NAPA AUTO 23-00061 7 NAPAA005 NAPA AUTO 23-00061 9 NAPAA005 NAPA AUTO 23-00061 10 NAPAA005 NAPA AUTO 23-00061 10 NAPAA005 NAPA AUTO <	RENTALS PLUS LLC RENTALS PLUS LLC RENTALS PLUS LLC C., ROBERT E. PARTS #38807306 PARTS #38807306	ADVANCE TERRA SWEEPER PLIERS, MASON RULE, TOOLS CYCLE-TRON PLUS BATTERY NOZZLE, FUEL FILTER & SERVICE ST-B&C GALLON PLATINUM AIR FILTERS OIL FILTERS AIR FILTERS - FORD NAPA AIR FILTER AA PROT WIPES BATTERY ARMORALL GLASS CLEANER 18MO BATTERY W/TIRE STRIPS BRAKE PART CLEANER BATTERY REFUND-FUEL FILTERS ACCT.27306 REPAIR 2022 JOHN DEERE GATOR	471.74 139.99 89.90 76.50 2,286.96 173.34 334.24 40.11 83.88 85.96 71.88 170.52 41.88 6.99 22.32-	P P P P P P P P P P P P P	24046 01/09/23 24048 01/09/23 24048 01/09/23 24048 01/09/23 24054 01/10/23 24055 01/10/23	01/09/2 01/09/2 01/09/2 01/10/2 01/10/2 01/10/2 01/10/2 01/10/2 01/10/2 01/10/2 01/10/2 01/10/2 01/10/2 01/10/2	3 01/10/23 3 01/10/23	1803835 1801285 1801587 03-977789 136852 137275 137571 137726 137862 137884 138690 139013 139376 139572 130522	
01-430-2600 MINOR 23-00050 1 HONEY005 HONEY BRO	EQUIP. PURCHASE OK HARDWARE LLC	POWER TRX HD	3,699.00	Ρ	24049 01/09/23	01/09/2	3 01/10/23	9735	
23-00004 1 AMERIO20 AMERICAN 23-00005 1 AMERIO20 AMERICAN 23-00006 1 AMERIO20 AMERICAN	ROCK SALT COMPANY LLC ROCK SALT COMPANY LLC	89.02 TONS BULK ICE SALT 161.31 TONS BULK ICE SALT	11,633.67 3,184.82	P P	24030 01/09/23 24030 01/09/23 24030 01/09/23 24030 01/09/23	01/09/2 01/09/2	3 01/10/23 3 01/10/23	0724772 0725326	
23-00040 1 ETSEQ005 ETS EQUIPP	T LIGHTING	98 GALS. PHOTO FINISH CONCENT			24045 01/09/23 24053 01/10/23				

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Account P.O. Id I	tem Vendor	Description	Item Description	Amount	St	at/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	РО Туре
01-438-2460		TREE REMOVAL IGHT BROS. INC.	MISC.TREE SERV. 11/1-11/7 COOP	7,680.00	D	24051	01/00/23	01/00/23	01/10/23	16022	
23-00053	Tracking Id 2 KNIGH005 KN	: LIQFUEL LIQUID FUEL PURGIGHT BROS. INC.	HASES MISC.TREE SERV. 11/8 BARKER	1,920.00							
	Tracking Io	: LIQFUEL LIQUID FUEL PUR	HASES	9,600.00							
01-438-384 23-00054	-	EQUIPMENT RENTAL OX EQUIPMENT RENTALS INC.	SPLITTER RENTAL 12/19/22	61.60	Ρ	24052	01/09/23	01/09/23	01/10/23	113575.1.2	
01-452-3000 23-00062		GENERAL EXPENSE TIONAL RECREATION & PARK	NRPA MEMBERSHIP 2023	180.00	Ρ	24056	01/10/23	01/10/23	01/10/23	123122	
01-452-5150 23-00079	0 1 SESACOO5 SE	AMPHITHEATER CONCERTS SAC LLC	2023 MUSIC PERFORMANCE FEE	553.00	Ρ	24067	01/10/23	01/10/23	01/10/23	67234-2023	
01-454-2460 23-00053		TREE REMOVAL-PARK IGHT BROS. INC.	MISC.TREE SERV. 11/18 PARKS	1,920.00	Ρ	24051	01/09/23	01/09/23	01/10/23	16022	
	1 PECO0030 PE	UTILITIES CO - 45951-30004 CO - 59500-35010	45951-30004 11/16-12/19/22 RR 59500-35010 11/21-12/22/22 PON				01/10/23 01/10/23				
01-454-374 23-00055		PARK MAINTENANCE & REPAIR YES INC, THOMAS G.	REPAIR BLADDER TANK	2,291.60	Ρ	24050	01/09/23	01/09/23	01/10/23	wo-4008	
01-486-1560 23-00038		HEALTH,ACCID. & LIFE LAWARE VALLEY HEALTH TRUST	JANUARY 2023 PREMIUMS MED&RX	64,234.16	Ρ	24044	01/09/23	01/09/23	01/10/23	24116	
		INSURANCE COVERAGE -PREM. LAWARE VALLEY WORKER'S COMPE AVELERS	WORKER'S COMP 2023 DEPOSIT CYBER SECURITY LIABILITY INSUR	37,699.25 16,556.00 54,255.25						WCPREM23-EGOSH1 5398D3186	
01-487-155(23-00088		DRUG & ALCOHOL TESTING NNIPESAUKEE DRUG CONSORT. SE	DRUG SCREENING - NEW EMP.	70.00	Р	24075	01/10/23	01/10/23	01/10/23	20451	

East Goshen Township 2022-2023 Purchase Order Listing By Expenditure Account

Account P.O. Id Item Vendor	Description	Item Description	Amount	Sta	F at/Chk Ei			Chk/Void Date	Invoice	РО Туре
23-00028 5 CINTA005 C	UNIFORMS CINTAS CORPORATION #287 CINTAS CORPORATION #287 CINTAS CORPORATION #287	CLEAN UNIFORMS - 12/14/22 CLEAN UNIFORMS - 12/21/22 CLEAN UNIFORMS - 12/29/22	733.63	Ρ	24039 03	1/09/23	01/09/23	01/10/23	4140365978 4141090815 4141845184	
	Fund Total:		669,102.43				:			
03-401-7450 23-00037 1 DELLMOO5 D	CAPITAL PURCHASE - OFFICE DELL MARKETING L.P.	EQUIP DELL PRECISION 3460 & MONITOR	2,073.27	Ρ	1565 03	1/09/23	01/09/23	01/10/23	10637907649	
	CAPITAL REPLACEMENT - HWY NAPA AUTO PARTS #38807306	EQUIP 80X 2HP TIRE CHANGER	8,829.00	Ρ	1567 03	1/10/23	01/10/23	01/10/23	140587	
03-454-7450 23-00052 1 кеүст035 к	CAPITAL PURCHASE - PARK & KEYSTONE SPORTS CONSTRUCTION		43,333.38	Ρ	1566 03	1/09/23	01/09/23	01/10/23	2093	
	Fund Total:		54,235.65							
05-420-1400 22-01050 1 EASTGO10 E		. q-4 2022 sewer chargeback	810.27	Р	5430 1	2/29/22	12/29/22	12/29/22	122822 s	
05-420-1401 22-01050 5 EASTG010 E	C.C. INTERCEPTOR - WAGES EAST GOSHEN TOWNSHIP - GENERAL	Q-4 2022 SEWER CHARGEBACK	13,069.23	Р	5430 1	2/29/22	12/29/22	12/29/22	122822 S	
)5-420-1402 22-01050 3 EASTG010 E		. q-4 2022 sewer chargeback	7,084.15	Ρ	5430 1	2/29/22	12/29/22	12/29/22	122822 s	
05-420-1404 22-01050 11 EASTG010 E	C.C. COLLECTION - WAGES - EAST GOSHEN TOWNSHIP - GENERAL		55.38	Р	5430 1	2/29/22	12/29/22	12/29/22	122822 s	
05-420-1405 22-01050 7 EASTGO10 E	ASHBRIDGE WAGES EAST GOSHEN TOWNSHIP - GENERAL	q-4 2022 SEWER CHARGEBACK	2,812.89	P	5430 1	2/29/22	12/29/22	12/29/22	122822 s	
05-420-1406 22-01050 9 EASTGO10 E	MILL VALLEY - WAGES EAST GOSHEN TOWNSHIP - GENERAL	Q-4 2022 SEWER CHARGEBACK	2,777.27	Р	5430 1	2/29/22	12/29/22	12/29/22	122822 s	
05-420-2510 22-01050 2 EASTGO10 E	C.C. METERS -VEHICLE OPER. EAST GOSHEN TOWNSHIP - GENERAL		772.81	Р	5430 1	2/29/22	12/29/22	12/29/22	122822 s	

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East Goshen Township 2022-2023 Purchase Order Listing By Expenditure Account

Description Chk/Void Account First Rcvd P0 P.O. Id Item Vendor Item Description Amount Stat/Chk Enc Date Date Date Invoice Type 05-420-2511 C.C. INTERCPT-VEHICLE OPER 22-01050 6 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL Q-4 2022 SEWER CHARGEBACK 10,275.36 P 5430 12/29/22 12/29/22 12/29/22 122822 S 05-420-2512 C.C. COLLEC, -VEHICLE OPER. 22-01050 4 EASTGO10 EAST GOSHEN TOWNSHIP - GENERAL 0-4 2022 SEWER CHARGEBACK 6,122.78 P 5430 12/29/22 12/29/22 12/29/22 122822 S 05-420-2515 ASHBRIDGE - VEHICLE OPER 22-01050 8 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL 0-4 2022 SEWER CHARGEBACK 2,231.47 P 5430 12/29/22 12/29/22 12/29/22 122822 S 05-420-2516 MILL VALLEY - VEHICLE OPER 22-01050 10 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL Q-4 2022 SEWER CHARGEBACK 2,347.75 P 5430 12/29/22 12/29/22 12/29/22 122822 S 05-420-3601 C.C. INTERCEPTOR-UTILITIES 23-00084 1 MODEM005 VERIZON - 442069312 MODEMS 11/26-12/25/22 MODEMS 33.47 P 5445 01/10/23 01/10/23 01/10/23 9923826112 05-420-3602 C.C. COLLECTION -UTILITIES 23-00012 1 AQUAP015 AQUA PA 05 300141300141 11/18-12/19/22 G 31.25 P 5433 01/09/23 01/09/23 01/10/23 122122 GH 34.71 P 5433 01/09/23 01/09/23 01/10/23 122722 TH 23-00014 1 AOUAP015 AOUA PA 05 309826309826 11/23-12/22/22 TH 23-00015 1 AQUAP015 AQUA PA 05 31.25 P 5433 01/09/23 01/09/23 01/10/23 122122 BK 363541357724 11/18-12/19/22 ВК 23-00031 1 COMCA045 COMCAST 8499-10-109-0166205 0166205 12/21/22-1/20/23 THRN 5439 01/09/23 01/09/23 01/10/23 121622 178.57 P 23-00032 1 COMCA040 COMCAST 8499-10-085-0054593 5438 01/09/23 01/09/23 01/10/23 122322 184.12 P 0054593 12/28/22-1/27/23 HERSH 459,90 05-420-3603 ASHBRIDGE - UTILITIES 23-00034 1 COMCA035 COMCAST 8499-10-109-0165934 0165934 12/28/22-1/27/23 ASHB 184.12 P 5437 01/09/23 01/09/23 01/10/23 122322 MILL VAL./BARKWAY UTILITIES 05-420-3604 23-00033 1 COMCA030 COMCAST 8499-10-085-0054585 0054585 12/28/22-1/27/23 BARK 184.34 P 5436 01/09/23 01/09/23 01/10/23 122322 05-420-3700 C.C. METERS-MAINT.& REPRS. 23-00003 1 ALLIE005 ALLIED CONTROL SERVICES ON SITE 04 CALIBRATION 824.20 P 5432 01/09/23 01/09/23 01/10/23 317339 05-420-3702 C.C. COLLEC.-MAINT.& REPR. 23-00051 1 KENTA005 KENT AUTOMOTIVE COTTER PINS, HEX SCREWS PLUS 194.09 P 5442 01/09/23 01/09/23 01/10/23 9310178288 05-422-1400 R.C. STP- WAGES

Account P.O. Id Item Vendor	Description	Item Description	Amount	Sta	First at/Chk Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Ty
05-422-1401 22-01050 12 EASTG010 EAS	R.C. COLLEC WAGES ST GOSHEN TOWNSHIP - GENERAL	q-4 2022 sewer chargeback	11,384.74	Р	5430 12/29/22	12/29/22	2 12/29/22	122822 s	
05-422-2510 22-01050 15 EASTG010 EAS	R.C. STP-VEHICLE OPER. ST GOSHEN TOWNSHIP - GENERAL	q-4 2022 sewer chargeback	9,972.99	Р	5430 12/29/22	12/29/22	2 12/29/22	122822 s	
05-422-2511 22-01050 13 EASTG010 EAS	R.C. COLLEC-VEHICLE OPER. ST GOSHEN TOWNSHIP - GENERAL	q-4 2022 sewer chargeback	9,684.33	Ρ	5430 12/29/22	12/29/22	2 12/29/22	122822 s	
05-422-3601 23-00013 1 AQUAP015 AQL	R.C. COLLECUTILITIES JA PA 05	155339981087842 11/23-12/22TWN	75.91	Ρ	5433 01/09/23	01/09/23	8 01/10/23	122722 TWN	
23-00057 1 LECLE005 LEC	IT AUTOMOTIVE - LENNI ELECTRIC CORPORATI - LENNI ELECTRIC CORPORATI	WIRED & TESTED 2 PUMPS RECONNECT POWER RCSTP	1,316.69 194.09 580.00 242.50 50.00 50.00 2,433.28	P P P P	5442 01/09/23 5444 01/10/23 5444 01/10/23	01/09/23 01/10/23 01/10/23 01/10/23	01/10/23 01/10/23 01/10/23 01/10/23 01/10/23	9310178288 221167 221174 1283548	
05-422-3701 23-00002 1 ACEDI005 ACE 23-00002 2 ACEDI005 ACE 23-00051 3 KENTA005 KEN 23-00053 4 KNIGH005 KNI 23-00073 1 PIPED005 PIF	IT AUTOMOTIVE IGHT BROS. INC.	STAND BY TIME DEC.2022 STAND BY TIME DEC.2022 COTTER PINS, HEX SCREWS PLUS MISC.TREE SERV. 11/21-11/29 CLEAN SEWER LINES HM-TANGLEWD	125.00 37.50 194.08 6,330.00 745.00 7,431.58	P P P	5431 01/09/23 5442 01/09/23 5443 01/09/23	01/10/23 01/09/23 01/09/23	8 01/10/23 8 01/10/23 8 01/10/23	188793 9310178288 16022	
	R.C. STP-CONTRACTED SERV. G FISH ENVIRONMENTAL SERVICE BURBAN TESTING LABS INC.	SERVICE RE: RCSTP - DEC.2022 LAB TESTING RCSTP DEC.2022	17,234.89 2,204.16 19,439.05		5434 01/09/23 5447 01/10/23				
23-00023 2 BLOSE005 BLC 23-00023 3 BLOSE005 BLC	DSENSKI DISPOSAL CO, CHARLES DSENSKI DISPOSAL CO, CHARLES	SWITCH 20 YD W/LINERS 12/12/22 SWITCH 20 YD W/LINERS 12/19/22 SWITCH 20 YD W/LINERS 12/26/22 WEEK 12/16-12/22	219.00 219.00 219.00 662.11	P P	5435 01/09/23	01/09/23 01/09/23	8 01/10/23 8 01/10/23	186407 186439	

East Goshen Township 2022-2023 Purchase Order Listing By Expenditure Account

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Account P.O. Id Item Vendor	Description	Item Description	Amount	Sta	First t/Chk Enc Date	Rcvd Date	Chk/Void Date	Invoice	РО Тур
05-422-4502 23-00092 4 CCS0∟005 C.C	R.C. SLUDGE-LAND CHESTER SOLID WASTE AUTHORITY	Continued WEEK 12/26-12/31	673.06 1,992.17	Р	506 01/11/23	01/11/23	01/11/23	65976	
	ADMIN WAGES T GOSHEN TOWNSHIP - GENERAL	q-4 2022 sewer chargeback	34,070.08	Р	5430 12/29/22	12/29/22	2 12/29/22	122822 S	
05-429-1401 22-01050 16 EASTG010 EAS	PA ONE CALL - WAGES T GOSHEN TOWNSHIP - GENERAL	q-4 2022 sewer chargeback	2,137.42	Ρ	5430 12/29/22	12/29/22	12/29/22	122822 s	
15–429–2501 22–01050 17 EASTG010 EAS	PA ONE CALL - VEH OPER T GOSHEN TOWNSHIP - GENERAL	q-4 2022 sewer chargeback	1,986.45	Р	5430 12/29/22	12/29/22	12/29/22	122822 S	
	ADMIN INSURANCE T GOSHEN TOWNSHIP - GENERAL	q-4 2022 sewer chargeback	10,870.41	Ρ	5430 12/29/22	12/29/22	12/29/22	122822 s	
5-429-3730 22-01050 20 eastg010 eas	ADMINBLDG.OVERHEAD T GOSHEN TOWNSHIP - GENERAL	q-4 2022 sewer chargeback	33,270.88	Ρ	5430 12/29/22	12/29/22	12/29/22	122822 s	
	Fund Total:		205,368.07						
6-427-1400 22-01048	REFUSE - WAGES T GOSHEN TOWNSHIP - GENERAL	Q4-2022 REFUSE CHARGEBACK	23,735.82	Р	852 12/29/22	12/29/22	12/29/22	122822-R	
	ADMIN.BLDG.OVERHEAD T GOSHEN TOWNSHIP - GENERAL	Q4-2022 REFUSE CHARGEBACK	4,050.02	Ρ	852 12/29/22	12/29/22	12/29/22	122822-R	
6-427-4500 23-00091 1 АЈВАЈОО5 АЈВ	CONTRACTED SERV.	RESIDENTIAL PICK-UP JAN.2023	85,901.31	Ρ	608 01/11/23	01/11/23	01/11/23	988820w360	
6-427-4502 23-00092 1 CCSOL005 C.C 23-00092 3 CCSOL005 C.C		WEEK 12/16-12/22 WEEK 12/26-12/31	8,659.16 6,484.41 15,143.57		607 01/11/23 607 01/11/23				
	Fund Total:		128,830.72						
07-424-1400 22-01049 1 EASTG010 EAS	ADMINISTRATIVE WAGES T GOSHEN TOWNSHIP - GENERAL	Q4-2022 MUN.AUTH.CHARGEBACK	8,372.05	Р	3376 12/29/22	12/29/22	12/29/22	122822-м	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat	Fir: Chk Enc/		Rcvd Date	Chk/Void Date	Invoice	РО Тур
	RCSTP CAPITAL COLONIAL ELECTRIC SUPPLY PYRZ WATER SUPPLY CO.INC.	CONDUITS, STRAPS, LOCKNUTS + PULSAFEEDER - RCSPT CAUSTIC SO	1,161.95 40,220.00 41,381.95					01/10/23 01/10/23	14954798 45995	
	Fund Total:		49,754.00							
	MILLTOWN DAM ENGINEERING GANNETT FLEMING INC. GANNETT FLEMING INC.	PROF.SERVICE MILLTOWN DAM PROF.SERV. THRU 12/9 MILLTOWN	2,500.00 <u>3,450.00</u> 5,950.00						000017408 0000017410	
08-454-6050 23-00044 1 GANNEOO5	HERSHEY'S MILL ENGINEERING GANNETT FLEMING INC.	PROF.SERVICE HERSH.MILL DAM	4,600.00	Ρ	1102 01/	/09/23	01/09/23	01/10/23	0000017409	
	Fund Total:		10,550.00							
Total Charged Lines:	155 Total List Amount: 1,1	17,840.87 Total Void Amount:	0.00				,## ₁			

Totals by Year-Fun Fund Description	d Fund	Expend Total
	2-05	172,115.96
	2-06	27,785.84
	2-07 Year Total:	<u>8,372.05</u> 208,273.85
	3-01	669,102.43
	3-03	54,235.65
	3-05	33,252.11
	3-06	101,044.88
	3-07	41,381.95
	3-08 Year Total:	<u> 10,550.00</u> 909,567.02
	Total Of All Funds:	1,117,840.87

Totals by Fund Fund Description	Fund	Expend Total		C	DEBT SERVICE	EXPENSE REPORT	CREDIT CARD	TOTAL
	01	669,102.43		\$	1,389.98	\$ 324.95	\$ 3,699.93	674,517.29
	03	54,235.65				\$ 115.00		54,350.65
	05	205,368.07		\$	20,656.39	\$ 1,048.84	\$ 1,345.14	228,418.44
	06	128,830.72				\$ 991.35		129,822.07
	07	49,754.00	FUND 07 MA EXCLUDED FROM BOARD APPROVAL					
	08	10,550.00						10,550.00
Total	Of All Funds:	1,117,840.87						1,097,658.45

MEMO

Date: January 11, 2023
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Approval of Memorandum of Understanding (MOU) to hold Department of Justice (DoJ)
Equitable Sharing Program funds on behalf of WEGO

Federal law authorizes the Attorney General and the Secretary of the Treasury to share federally forfeited property with participating state and local law enforcement agencies. The main way this is distributed is through the *Equitable Sharing Program* administered by the United States Department of Justice (DoJ).

East Goshen Township is serviced by the Westtown-East Goshen Regional Police Department (WEGO). They are an entirely separate entity legally, although, in practical terms, funded by the two townships they service.

We were approached by WEGO because, according to the DoJ, they are not recognized as having the ability to do a single audit themselves should they have the need to do a single audit (\$750,000 threshold of funds received). This is because they are a regional police department and not a police department governed by a single municipality. They are asking us if we would be able to add them into a single audit process as part of our municipality should they ever need to do it by holding any Equitable Sharing Funds on their behalf in what would be a newly created fund.

The attached MoU has been thoroughly reviewed by our solicitor, Bill Christman, as well as WEGO's attorney, Pat Harvey. A lot of administrative work had to be put into this because, quite frankly, there was no road map on how to proceed with this kind of situation.

Dave Ware and I are also comfortable with the proposed set up. We would have no discretion over the use of the funds. We would essentially be doing the administrative work of managing the fund and distributing the monies to WEGO as they see fit. They would reimburse for clerical work based on our current wages.

Also, keep in mind there are no funds as of right now. This is being set up for the purposes of possible future use should funds come in at some point. WEGO has already signed the MoU.

DRAFT MOTION: Mr. Chairman, I move we authorize the signing of the Memorandum of Understanding between Westtown-East Goshen Regional Police Department and East Goshen Township which would allow East Goshen to act as the repository for the department for any funds received through the *Equitable Sharing Program*.

EQUITABLE SHARING FUNDS SERVICES AGREEMENT

THIS EQUITABLE SHARING FUNDS SERVICES AGREEMENT (the "Agreement") is made and entered into as of the ______day of December, 2022, by and between EAST GOSHEN TOWNSHIP, a municipal corporation of the Commonwealth of Pennsylvania (the "East Goshen") and the WESTTOWN-EAST GOSHEN REGIONAL POLICE DEPARTMENT, a regional police department created by an intermunicipal agreement between East Goshen and Westtown Townships dated September 15, 1981, as amended (the "Police Department").

WHEREAS, in undertaking its responsibilities, the Police Department may become entitled to certain funds (the "Funds") through the United States Department of Justice and the Department of the Treasury Asset Forfeiture and Equitable Sharing Program (the "Program"); and

WHEREAS, in order to receive the designated Funds from the Program, the Police Department is obligated to comply with certain requirements, as delineated in the United States Department of Justice and Department of the Treasury *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies*, dated July 2018, and associated state and federal regulations; and

WHEREAS, the Program requires certain bookkeeping procedures, internal controls, reporting, and auditing, including compliance with the Single Audit Act Amendments of 1996 (the "Financial Requirements"); and

WHEREAS, because East Goshen already independently complies with most of the Financial Requirements for its own finances, the parties have agreed that East Goshen will act as the repository for the Funds and will comply with the Financial Requirements, at the Police Department's sole expense, while the Police Department will remain responsible for compliance with all other rules and regulations of the Program, including, but not limited to, ensuring that the funds are used for permissible purposes; and

WHEREAS, the parties wish to enter into this Agreement to delineate the roles and responsibilities of each party with regard to the receipt, appropriation, and reporting of the Funds; and

NOW THEREFORE, in consideration of the foregoing, the parties hereto, intending to be legally bound hereby agree as follows:

Section 1. <u>East Goshen Responsibilities.</u> For the reasons set forth in the recitals above, and in consideration of the reimbursement for all expenses associated with the creation and implementation of this Agreement, East Goshen hereby agrees to accept and hold the Funds on behalf of the Police Department, disburse the Funds in accordance with the procedures contained within this Agreement, and to comply with the Program's Financial Requirements, as defined above.

Section 2. <u>Police Department Responsibilities.</u> Police Department hereby agrees to comply with all laws, regulations and guidance relating to the Program and the use of the Funds. Police Department also agrees to provide to East Goshen any and all information requested of Police Department that, in the sole discretion of East Goshen, is required for East Goshen to fulfill its responsibilities under this Agreement.

Section 3. <u>Term; Renewal.</u> This Agreement shall be for a term ending on the two (2) year anniversary of the date of this Agreement, subject to earlier termination by mutual agreement of the parties. At the conclusion of the initial two (2) year term, this Agreement shall continue in effect from year to year unless terminated by either party upon the provision of not less than sixty (60) days' prior written notice to the other Party.

Section 4. <u>Distributions of Funds.</u> The Funds shall be distributed to the Police Department in accordance with the following terms:

- (a) Upon written request by the Police Department, East Goshen shall disburse the Funds within twenty-one (21) days by check made payable to the Police Department.
- (b) All written requests for disbursement must include appropriate documentation detailing the purpose for the disbursement and substantiating the amount requested. In a situation where the Police Department has purchased goods or services from a third party, the name and contact information for the third party shall be included with the written request.
- (c) Except as provided herein, East Goshen shall have no discretion to withhold payment of the Funds to the order of the Police Department for any reason.

Section 5. <u>Reimbursement.</u> Police Department shall reimburse East Goshen for all expenses incurred in fulfilling the obligations contained within this Agreement, including but not limited to third party expenses and staff time at the rates listed on Exhibit A attached hereto. Police Department shall pay all invoices for services rendered within thirty (30) days of issuance of said invoice.

Section 6. Default; Remedies.

(a) It shall be a default of this Agreement if Police Department shall fail to perform any of its obligations as delineated in this Agreement ("Default").

(b) In the event of a Default, East Goshen may, at East Goshen's sole discretion, after first providing written notice to Police Department to cure said Default, terminate this Agreement and transfer all remaining Funds to the Police Department or return said Funds to the Federal Government.

(c) If Police Department Defaults, East Goshen shall be entitled to recover from Police Department all actual damages, including reasonable costs and reasonable attorneys' fees incurred in the enforcement of East Goshen's rights under this Agreement, including the reasonable costs incurred by East Goshen in effectuating the termination of this Agreement.

Section 7. Limitation of East Goshen's Liability.

Limitation on Liability. East Goshen shall incur no liability with respect to (a) any action taken or suffered by it in reliance upon any notice, direction, instruction, consent, statement or other documents believed by it to be genuine and duly authorized, nor for other action or inaction, except its own willful misconduct or gross negligence. East Goshen is not responsible for determining and verifying the authority of any person acting or purporting to act on behalf of the Police Department; provided, however, East Goshen shall use commercially reasonable efforts to ascertain whether or not such person has the requisite authority required to act on behalf of a Party. In all questions arising under this Agreement, East Goshen may rely on the advice of counsel, and East Goshen shall not be liable to anyone and shall be fully indemnified for anything done, omitted or suffered in good faith by East Goshen based on such advice. East Goshen shall not be required to take any action hereunder involving any expense unless the payment of such expense is made or provided for in a manner satisfactory to it in its sole judgment. In no event shall East Goshen be liable for indirect, punitive, special or consequential damages (including, but not limited to lost profits), even if East Goshen has been advised of the likelihood of such damages or penalty and regardless of the form of action. East Goshen undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. East Goshen has no fiduciary or discretionary duties of any kind. East Goshen's permissive rights shall not be construed as duties. East Goshen shall have no liability under and no duty to inquire as to the provisions of any document other than this Agreement. East Goshen shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control. East Goshen shall not be obligated to take any legal action in connection with the Funds or this Agreement or to appear in, prosecute or defend any such legal action. If any portion of the Funds is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or, in case disbursement of the Funds to the order of the Police Department is stayed or enjoined by any court order, East Goshen is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, including but not limited to those which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; and if East Goshen relies upon or complies with any such writ, order, decree or process, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated. Notwithstanding the foregoing, East Goshen shall immediately provide written notice to Police Department if any portion of the Funds is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or, in case disbursement of the Funds is stayed or enjoined by any court order.

(b) <u>Indemnification</u>. Police Department agrees to indemnify East Goshen for, and hold it harmless against, any claim, loss, liability or reasonable expense incurred by East Goshen except to the extent directly caused by gross negligence or willful misconduct on the part of East Goshen (as determined by a court of competent jurisdiction), arising out of or in connection with its carrying out of its duties hereunder, and in connection therewith to indemnify East Goshen, its officials, employees and agents against any and all expenses, including reasonable attorneys' fees and expenses and the cost of defending any action, suit or proceeding or resisting any claim

or enforcing the obligations under this Agreement. The obligations of this Section shall survive any termination of this Agreement.

Section 8. <u>Further Instruments.</u> If either party reasonably requires other or further instruments in connection with its performance of its duties hereunder, the necessary parties hereto shall join in furnishing such instruments.

Section 9. <u>Waiver & Other Remedies.</u> The rights and remedies herein reserved to the parties are cumulative and not alternative.

Section 10. <u>Amendments.</u> The terms and provisions of this Agreement may not be modified, changed, amended or terminated except in writing by both East Goshen and the Police **D**epartment.

Section 11. <u>Severability</u>. In case any section or provision of this Agreement or any covenant, stipulation, obligation, agreement, or action, or any part thereof, made, assumed, entered into or taken under this Agreement, or any application thereof, is for any reason held to be illegal or invalid or is at any time inoperable, such illegality or invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, each of which shall be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

Section 12. <u>Authorization</u>. East Goshen and the Police Department each represent and warrant as to itself that (a) it has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement; and (b) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of itself.

Section 13. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the East Goshen and the Police Department with respect to the subject matter hereof and supersedes all prior arrangements and understandings with respect thereto.

Section 14. <u>Beneficiaries</u>. This Agreement is being entered into solely for the benefit of East Goshen and the Police Department, and each of their respective successors and assigns and nothing in this Agreement expressed or implied is intended to or shall be construed to give to any citizen, resident or other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 15. <u>Captions</u>. The captions or headings herein shall be solely for the convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 16. <u>Governing Law</u>. This Agreement shall be deemed to be a contract made under the laws of the Commonwealth of Pennsylvania, and all provisions hereof shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to the choice of law principles thereof.

Waiver. The waiver of any part of a default or breach of any provision of Section 17. this Agreement by either party shall not operate or be construed to operate as a waiver or any subsequent default or breach.

Notices. All notices hereunder shall be given in writing by certified or Section 18. registered mail, postage prepaid, and shall be sent to the parties at the following addresses:

East Goshen:	East Goshen Township 1580 Paoli Pike West Chester, PA 19380 Attention: Township Manager
Police Department:	Westtown-East Goshen Regional Police Department 1041 Wilmington Pike West Chester, PA 19382 Attention: Chief of Police

Counterparts. This Agreement may be executed simultaneously in several Section 19. counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, intending to be legally bound hereby, has caused this Agreement to be duly executed in its name and its corporate seal to be affixed hereto and attested by its duly authorized officers as of the date first above written.

EAST GOSHEN TOWNSHIP

Attest:

Derek Davis, Secretary

By:

Michele Truitt, Chair

WESTTOWN-EAST GOSHEN POLICE DEPARTMENT

Attest:

[NAME], Secretary

By: [NAME], [TITLE]

EXHIBIT "A"

EAST GOSHEN TOWNSHIP EMPLOYEE HOURLY RATES

.

MEMO

Date: January 11, 2023
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Consider Resolution 2023-04 amending the Historical Commission's meeting dates & membership

As a board and administration, we discussed a few things back in December with how to move forward with a Historical Commission that is struggling for active membership.

The course of action was, in the short-term, to change the meeting time/dates to "As Needed" as well as reduce the amount of members needed. This resolution is solely focusing on helping with the short-term issue so that we can have flexibility in the meeting schedule and quorum amounts due to lack of membership.

After this, Bill Christman and I will tackle the more long-term approach which is to change some of the Zoning/SALDO Ordinance language in order to eliminate references to Historical Commission as well as proposing what ABCs can take over some of the missions/responsibilities of the Historical Commission.

DRAFT MOTION: Mr. Chairman, I move we adopt Resolution 2023-04, a resolution amending Resolution 94-21 to change the Historical Commission meeting dates and membership size.

THE BOARD OF SUPERVISORS EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2023-04

A RESOLUTION AMENDING RESOLUTION 94-21 THAT ESTABLISHED THE EAST GOSHEN TOWNSHIP HISTORICAL COMMISSION

WHEREAS, the Board of Supervisors of the Township of East Goshen established the East Goshen Township Historical Commission on January 3, 1994, by adopting Resolution 94-21, which has been periodically amended since its adoption; and

WHEREAS, the Board of Supervisors of the Township of East Goshen wants to amend the number of members change the meeting schedule of the Commission; and

NOW, THEREFORE, BE IT RESOLVED, that the Township of East Goshen, acting through its Board of Supervisors, hereby amends Resolution 94-21, as amended, to read as follows:

Section 1. Section 3 of Resolution No. 94-21, Membership and Terms of Office, shall read as follows:

Section 3. Membership and Terms of Office

The Commission shall be composed of at least three (3), but no more than seven (7) persons, each of whom shall be a resident of East Goshen township, and each of whom shall be appointed by the Board of Supervisors. Duly appointed Commission Members shall serve at the pleasure of the Board of Supervisors, but unless otherwise removed by the Board of Supervisors, shall serve for terms of five (5) years each, or until their successors are appointed. All persons appointed shall serve their full terms unless voluntarily resigned or removed by the Board of Supervisors, at the pleasure of the Board. Vacancies on this Commission occurring otherwise than by expiration of the term shall be for the unexpired term, and shall be filled by appointment by the Board of Supervisors.

Section 2. Section 6 of Resolution No. 94-21, Meetings, shall read as follows:

Section 6. Meetings

The Commission shall meet as needed to conduct the business of the Commission. The Commission shall keep records of its meetings and activities and shall make an annual report and other such periodic reports to the Board of Supervisors as the Board may require or the Commission may deem appropriate.

Section 3. All Resolutions or parts of Resolutions conflicting with any provision of this Resolution are hereby repealed insofar as the same affects this Resolution.

RESOLVED THIS 17th DAY OF JANUARY, 2023

BOARD OF SUPERVISORS EAST GOSHEN TOWNSHIP

John Hertzog, Chair

Michael Lynch, Vice Chair

Cody Bright

David E. Shuey

Michele Truitt

ATTEST:

Derek J. Davis, Secretary

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

CHESTER COUNTY 1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

January 11, 2023

To: Board of Supervisors

From: Mark Miller

RE: Authorization to use Municibid for sale of Equipment.

I need the Boards authorization to list equipment for sale on Municibid throughout the year. This would be for equipment that has been replaced over the years. For example: weed eaters, saws, tires and rims, pumps and an old televising camera.

Memorandum

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

Date:1-11-2023To:Board of SupervisorsFrom:Duane J. Brady Sr., Township Zoning OfficerRe:SWM O&M Agreement / 324 Dutton Mill Road

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement for 324 Dutton Mill Road. The Property owners, Christopher D. Yost & Heather Unruh, are constructing a new single-family home with a total 10,386 square feet of new impervious surface. The stormwater management system was designed by a professional engineer. The Township Engineer has reviewed and approved the design and installation.

Recommendation:

Township staff recommends that the Board approve and sign the stormwater management operation and maintenance agreement.

Draft Motion:

I move that the Board authorize the Chair to sign the stormwater management operation and maintenance agreement for the new single-family home at 324 Dutton Mill Road.

Thank you. Decome A Breasly S. Duane J. Brady Sr.

Duane J. Brady Sr. East Goshen Township Director of Zoning and Codes

UPI No. 53-5-3.3

STORMWATER BEST MANAGEMENT PRACTICES (BMPs) AND CONVEYANCES OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this <u>1944</u> day of <u>OAOBEN</u>, 20<u>22</u>, by and between <u>Chris D. Yost & Heather Unruh</u> (hereinafter the "Landowner"), and East Goshen Township, Chester County, Pennsylvania, (hereinafter "Township");

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded at the Office of the Recorder of Deeds of Chester County, Pennsylvania, at Deed Book <u>10829</u> and Page <u>1316</u>, having a UPI No. of <u>53-5-3,3</u> (hereinafter "Property"); and

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the stormwater Best Management Practices (herein after BMP(s)) And Conveyances Operations and Maintenance Plan approved by the Township (hereinafter referred to as the "O&M Plan") for the Property, which is attached hereto as Exhibit A and made part hereof, provides for management of stormwater within the confines of the Property through the use of BMP(s) and conveyances; and

WHEREAS, the Township and the Landowner, for itself and its administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that stormwater BMP(s) and conveyances be constructed and maintained on the Property; and

WHEREAS, for the purposes of this Agreement, the following definitions shall apply:

BMP – "Best Management Practice" –Those activities, facilities, designs, measures, or procedures as specifically identified in the O&M Plan, used to manage stormwater impacts from land development, to meet state water quality requirements, to promote groundwater recharge, and to otherwise meet the purposes of the Township's Stormwater Management Ordinance. BMPs may include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, manufactured devices, and operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff. The BMPs indentified in the O&M Plan are permanent appurtenances to the Property; and

Conveyance – As specifically identified in the O&M Plan, a man-made, existing or proposed facility, structure or channel used for the transportation or transmission of stormwater from one place to another, including pipes, drainage ditches, channels and swales (vegetated and other), gutters, stream channels, and like facilities or features. The conveyances identified in the O&M Plan are permanent appurtenances to the Property; and

WHEREAS, the Township requires, through the implementation of the O&M Plan, that stormwater management BMPs and conveyances, as required by said O&M Plan and the Township's Stormwater Management Ordinance, be constructed and adequately inspected, operated and maintained by the Landowner, its administrators, executors, successors in interest, heirs, and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals to this Agreement are incorporated as terms of this Agreement as if fully set forth in the body of this Agreement.

2. The Landowner shall construct the BMP(s) and conveyance(s) in accordance with the final design plans and specifications as approved by the Township, which are identified as follows:

Titled Post Construction Stormwater Management Plan - Keystone 324 Dutton Mill Rd

Dated 3/9/21 Last revised 9/8/22

3. The Landowner shall inspect, operate and maintain the BMP(s) and Conveyance(s) as shown on the O&M Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements in the approved O&M Plan. The notes from the O & M Plan which establish the specific instruction and maintenance requirements are attached hereto as Exhibit B and made a part hereof.

4. The Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon the Property from a public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) and Conveyance(s) whenever it deems necessary for compliance with this Agreement, the O&M Plan and the Township's Stormwater Management Ordinance. Whenever possible, the Township shall notify the Landowner prior to entering the Property.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

LANDOWNER

hompson ANDA Witness

BY: Name BY: Na

Awthory Thompson Witness

TOWNSHIP

EAST GOSHEN TOWNSHIP

BY:

Derek Davis, Secretary

Attest:

Chairman Board of Supervisors

5

SS COUNTY OF CHESTER :

On this ______ day of ______, 20____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared

, who acknowledged himself to be the Chairman of the Board of Supervisors of East Goshen Township, and that he/she, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand an official seal the day and year aforesaid.

Notary Public

My Commission Expires:

COUNTY OF CHESTER

On this, the <u>14th</u> day of <u>Octuber</u>, 20,22, before me, the undersigned officer, personally appeared <u>CHIUS D. YOST</u>, known to me (or satisfactorily , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

SS

:

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

otary Public

2-17-2026 My Commission Expires:

> Commonwealth of Pennsylvania - Notary Seal Jennifer Vanhorn, Notary Public **Berks County** My commission expires February 17, 2026 Commission number 1222097 Member, Pennsylvania Association of Noterles

COMMONWEALTH OF PENNSYLVANIA: SS

COUNTY OF CHESTER

proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

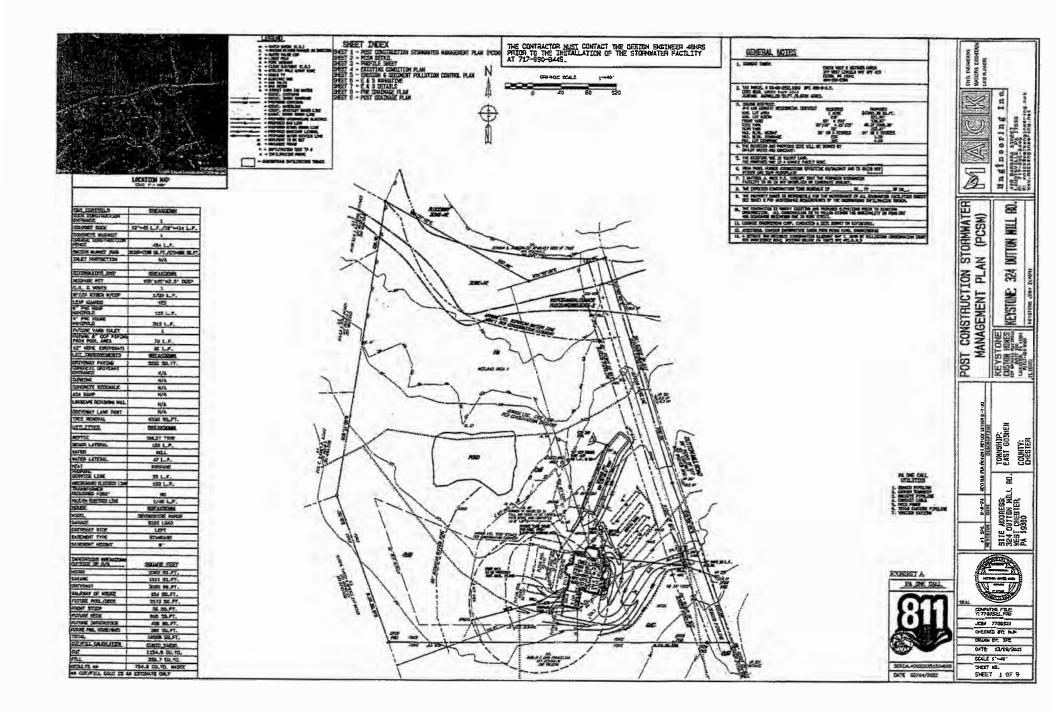
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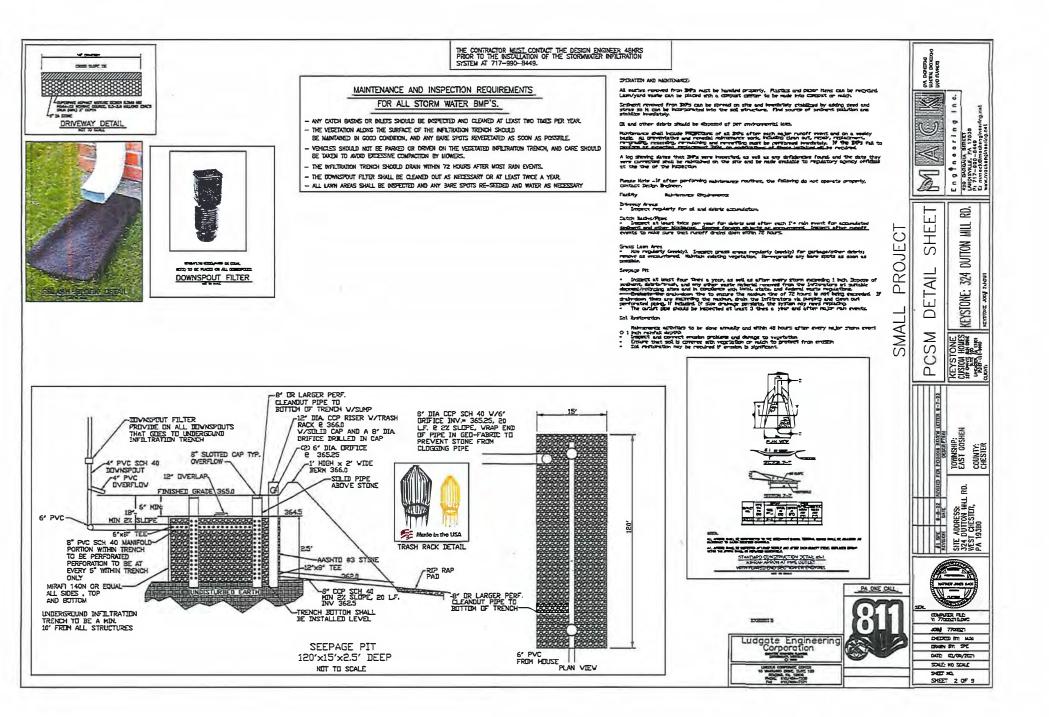
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: 2-17-2624

Commonweelth of Pennsylvania - Notary Seal Jennifer Vanhorn, Notary Public Berks County My commission expires February 17, 2026 Commission number 1222097 Member, Pannsylvania Association of Notaries





Memorandum

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

Date: 1-11-2023 Board of Supervisors To: From: Duane J. Brady Sr., Township Zoning Officer Re: SWM O&M Agreement / 1410 Boot Road

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement (Simplified Approach) for 1410 Boot Road. The Property owners, Reginald & Kyana Candio, are constructing an inground pool and patio with a total of 1,541 square feet of new impervious surface. The stormwater management system was designed by a professional engineer. The Township Engineer has reviewed and approved the design and installation.

Recommendation:

Township staff recommends that the Board approve and sign the stormwater management operation and maintenance agreement.

Draft Motion:

I move that the Board authorize the Chair to sign the stormwater management operation and maintenance agreement for the inground pool and patio located at 1410 Boot Road.

Thank you.

Duone J. Brady Sr. East Goshen Township Director of Zoning and Codes

UPI No. <u>53-3H-49.1</u>

SIMPLIFIED APPROACH STORMWATER BEST MANAGEMENT PRACTICES OPERATION, MAINTENANCE, AND INSPECTION PLAN AND AGREEMENT

THIS AGREEMENT, made and entered into this $\frac{1}{2}(\rho - day of S(\rho) + \rho e^{-20} + 20)$ by and between Reginald Candlo and Kyana Candio

_____, (hereinafter the "Landowner"), and East Goshen Township, Chester County, Pennsylvania, (hereinafter "Township").

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the Office of the Recorder of Deeds of the County of Chester, Pennsylvania, at Deed Book 9572 and Page 1204 having a UPI number of 53-3H-49.1 (hereinafter "Property"); and

WHEREAS, the Landowner recognizes that the Stormwater Management Facility located on the Property at: 1410 Boot Rd, West Chester, PA 19380

(address of Property where the Stormwater Management Facility is located) must be inspected and maintained; and

WHEREAS, the Township and the Landowner, for themselves and their administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that a Stormwater Management Facility be constructed and maintained on the Property; and

WHEREAS, for the purposes of this Agreement, the following definitions shall apply:

Infiltration BMP – A structure as specifically identified in the Stormwater Management Site Plan (herein after "Plan"), used to manage stormwater impacts from development, to protect and maintain water quality and ground water recharge and to otherwise meet the purposes of the Township's Stormwater Management Ordinance, including, but not limited to an Infiltration Trench(s) or Infiltration Bed. The Infiltration BMP(s) are permanent appurtenances to the Property, and

Conveyance – As specifically identified in the Stormwater Management Site Plan (herein after "Plan"), a man-made, existing or proposed facility, structure or channel used for the transportation or transmission of stormwater from one place to another, including pipes, drainage ditches, channels and swales (vegetated and other), gutters, and like facilities or features. The Conveyances identified in the Plan are permanent appurtenances to the Property; and

Storm Water Management Facility - A system comprised of the Infiltration BMP(s) and associated Conveyance(s); and

WHEREAS, the Township requires that the Storm Water Management Facility as shown on the Plan be constructed by the Landowner; the Storm Water Management Facility shall further be maintained by the Landowner, their administrators, executors, successors, heirs, and assigns in accordance with the associated operation and maintenance requirements included herein. The Plan is attached hereto and incorporated herein together as Exhibit "A" hereto; and

WHEREAS, the Municipality requires that the Storm Water Management Facility be constructed and adequately inspected, operated and maintained by the Landowner, their administrators, executors, successors, heirs, and assigns, in accordance with the maintenance requirements set forth herein;

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals to this Agreement are incorporated as terms of this Agreement and obligations of the Landowner as if fully set forth in the body of this Agreement.

2. The Landowner shall construct the Storm Water Management Facility in accordance with the specifications identified in the Plan.

3. The Landowner shall inspect, operate and maintain the Storm Water Management Facility as shown on the Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements outlined herein. At least twice a year and after significant rainfall events the Landowner shall inspect the Infiltration BM(s) and Conveyance(s) and remove any accumulated debris, sediment and invasive vegetation. Vegetation along the surface of an Infiltration Trench(s) or Conveyance(s) shall be maintained in good condition, and any bare spots are to be revegetated as soon as possible. Vehicles shall not be parked or driven on an Infiltration Trench(s) or Conveyance(s) (unless the conveyance(s) is designed for this activity and care is to be taken to avoid excessive compaction by mowers. Any debris, such as leaves blocking flow in a Conveyance or blocking flow from reaching an Infiltration Trench, shall be routinely removed. The Landowner shall provide the Township with conformation of the semi-annual inspections on the form provided by the Township. 4. The Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon the Property from the public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the Storm Water Management Facility whenever it deems necessary for compliance with this Agreement and the Township's Stormwater Management Ordinance (as amended). Whenever possible, the Township shall notify the Landowner prior to entering the Property.

5. The Landowner acknowledges that, per the Township's Stormwater Ordinance, it is unlawful, without written approval of the Township, to:

- a. Modify, remove, fill, landscape, alter or impair the effectiveness of any Storm Water Management Facility that is constructed as part of the Plan;
- b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into a Storm Water Management Facility that would limit or alter the functioning of the Storm Water Management Facility;
- c. Allow the Storm Water Management Facility to exist in a condition which does not conform to the Plan or this Agreement; and
- d. Dispose of, discharge, place or otherwise allow pollutants including, but not limited to, deicers, swimming pool additives, household chemicals and automotive fluids to directly or indirectly enter any Storm Water Management Facility.

6. In the event the Landowner fails to operate and maintain the Storm Water Management Facility as shown on the Plan in good working order acceptable to the Township, the Landowner shall be in violation of this Agreement and the Township's Stormwater Ordinance, and the Landowner agrees that the Township or its representatives may, in addition to and not in derogation or diminution of any remedies available to it under the Stormwater Ordinance or other statutes, codes, rules or regulations, or this Agreement, enter upon the Property and take whatever action is deemed necessary to maintain said Storm Water Management Facility. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said Storm Water Management Facility, and in no event shall this Agreement be construed to impose any such obligation on the Township.

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Landowner to make prompt payment to the Township may result in a civil action or enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner. 8. The intent and purpose of this Agreement is to ensure the proper maintenance of the Storm Water Management Facility by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

9. The Landowner, their executors, administrators, assigns, heirs, and other successors in interests, hereby release and shall release the Township, its employees, agents and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township and/or its said employees, agents or representatives, arising out of the construction, presence, existence, or maintenance of the Storm Water Management Facility either by the Landowner or Township. In the event that a claim is asserted or threatened against the Township, its employees, agents or designated representatives, the Township shall notify the Landowner and the Landowner shall defend, at his own expense, any claim, suit, action or proceeding, or threatened claim, suit, action or proceeding against the Township, if any judgment or claims against the Township, its employees, agents or designated representatives shall be allowed, the Landowner shall pay all damages, judgments or claims and any costs and expenses incurred by the Township, including attorney's fees, regarding said damages, judgment or claims.

10. The Township may enforce this Agreement in accordance with its Stormwater Ordinance, at law or in equity, against the Landowner for breach of this Agreement. Remedies may include fines, penalties, damages or such equitable relief as the parties may agree upon or as may be determined by a Court of competent jurisdiction. Recovery by the Township shall include its reasonable attorney's fees and costs incurred in seeking relief under this Agreement.

11. Failure or delay in enforcing any provision of this Agreement shall not constitute a waiver by the Township of its rights of enforcement hereunder.

12. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the Storm Water Management Facility prior to the purchase of the Property by said future buyer, and upon purchase of the Property the future buyer assumes all responsibilities as Landowner and must comply with all terms and conditions of this Agreement.

13. This Agreement shall inure to the benefit of and be binding upon, the Township and the Landowner, as well as their respective heirs, administrators, executors, assigns and successors in interest.

14. This Agreement shall be recorded at the Office of the Recorder of Deeds of the County of Chester, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, in perpetuity.

SS

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: JU 1 27, 2025

Commonwealth of Pennsylvania - Notary Seal SARAH A. YOUNG, Notary Public Chester County My Commission Expires July 27, 2025 Commission Number 1260320

COUNTY OF CHESTER

SS :

On this, the 26^{44} day of Septimber, 20 ZZ before me, the undersigned officer, personally appeared <u>Mginald (andio</u>), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: $JUNY 27_1 2025$

Commonwealth of Pennsylvania - Notary Seal SARAH A. YOUNG, Notary Public Chester County My Commission Expires July 27, 2025 Commission Number 1250320

SS COUNTY OF CHESTER :

On this ______ day of ______, 20____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared

, who acknowledged himself to be the Chairman of the Board of Supervisors of East Goshen Township, and that he/she, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand an official seal the day and year aforesaid.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above.

LANDOWNER

Witness Witnes

BY: ie (andia Name POIG BY:

Attest:

TOWNSHIP

EAST GOSHEN TOWNSHIP

BY:

Derek Davis, Secretary

Chairman Board of Supervisors