

**AGENDA**  
**EAST GOSHEN TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**1580 Paoli Pike, 2<sup>nd</sup> Floor**  
Tuesday, June 20 2023  
7:00 PM

To Join Zoom Meeting:

**Link:** <https://us02web.zoom.us/j/81862050537>

**Dial In Number:** 1 929 205 6099

**Meeting ID:** 818 6205 0537

**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)
    - a. The board met in executive session prior to this meeting to discuss personnel and legal matters.
  5. Emergency Services Reports (7:10 to 7:20 PM)
    - a. WEGO – None
    - b. Goshen Fire Co – May 2023
    - c. Malvern Fire Co – May 2023
    - d. Good Fellowship – May 2023
    - e. Deputy Fire Marshal –Carmen Battavio
  6. Public Hearings - None
  7. Financial Report – As of May 31, 2023
  8. Approval of Minutes and Treasurer's Report (7:20 PM to 7:25 PM)
    - a. Minutes – None
    - b. Treasurer's Report – June 1, 2023 to June 15, 2023
  9. Old Business
    - a. Goshen Fire Pension Ordinance Update. (7:25 PM top 7:30 PM)
  10. New Business
    - a. Long Range budget/finance discussion. (7:30 PM to 7:50 PM)
    - b. Futurists presentation – Bow Tree Pond Survey (7:50 PM to 8:05 PM)
    - c. 1712 East Boot Road stormwater O&M agreement. (8:05 PM to 8:10 PM)
    - d. 1741 Towne Drive stormwater O&M agreement. (8:10 PM to 8:15 PM)
    - e. 640 Marydell Drive stormwater O&M agreement.(8:15 PM to 8:20 PM)

- f. 980 Hershey Mill Road stormwater O&M agreement.(8:20 PM to 8:25 PM)
- g. 1425 Cooper Circle Zoning Variance for Shed (8:25 PM to 8:35 PM)
- 11. Standing Issues/Projects (8:35 PM to 8:55 PM)
  - a. Milltown Dam Project
  - b. Milltown Pocket Park
  - c. Bow Tree Pond
- 12. Any Other Matter
- 13. Public Comment (8:55 PM to 9:05 PM)
- 14. Liaison Reports
- 15. Correspondence, Reports of Interest.
- 16. Adjournment (9:15 PM)

### **Meetings & Dates of Importance**

<i><b>Date</b></i>	<i><b>Meeting</b></i>	<i><b>Time</b></i>
June 24	EG Community Day	5:00pm
June 26	ESAC	6:30pm
June 27	Planning Commission	7:00pm
July 4	Township Office Closed	
July 6	Park & Rec Commission	7:00pm
July 10	Municipal Authority	7:00pm
July 12	Conservancy Board	7:00pm
July 13	Pipeline Task Force	5:30pm
July 18	Pension Committee	10:00am
July 18	Board of Supervisors	7:00pm
July 20	Futurist Committee	7:00pm
July 24	ESAC	6:30pm
July 25	Planning Commission	7:00pm
August 1	Board of Supervisors	7:00pm
August 3	Park & Rec Commission	7:00pm
August 9	Conservancy Board	7:00pm
August 10	Pipeline Task Force	5:30pm
August 14	Municipal Authority	7:00pm
August 15	Board of Supervisors	7:00pm
August 17	Futurist	7:00pm
August 22	Planning Commission	7:00pm
August 28	ESAC	6:30pm
September 4	Township Office Closed	
September 5	Board of Supervisors	7:00pm
September 7	Park & Rec Commission	7:00pm

# Goshen Fire Company Monthly Operations Report

## May 2023



### Monthly Overview

Fire responses are 8% above last year, primarily due to increases in fires and motor vehicle accidents. We are seeing a 42% YOY increase in calls in East Goshen and a 7% YOY increase in calls in West Goshen. Fire responses in Westtown and Willistown are down 42% and 17% respectively. Westtown's decrease is driven primarily by a reduction in automatic fire alarms.

EMS responses are running 9% above last year, due to increases in East Goshen and West Goshen (17% and 9% respectively). EMS calls in Westtown and Willistown are down 5% and 19% respectively. All assisted living facilities are currently running at a higher rate than 2022.

Fire Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2023 Responses	YTD 2023 Manhours	YTD 2022 Responses	YOY Variance
East Goshen	27	53	121	312	85	42%
West Goshen	10	14	79	233	74	7%
Westtown	4	9	21	54	36	-42%
Willistown	4	17	15	48	18	-17%
Other	3	38	23	102	26	-12%
<b>Total - Fire</b>	<b>48</b>	<b>131</b>	<b>259</b>	<b>749</b>	<b>239</b>	<b>8%</b>

Fire Police Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2023 Responses	YTD 2023 Manhours	YTD 2022 Responses	YOY Variance
East Goshen	9	20	39	134	41	-5%
West Goshen	5	24	46	116	47	-2%
Westtown	8	35	29	99	29	0%
Willistown	2	10	17	79	18	-6%
Other	7	24	29	66	24	21%
<b>Total - Fire Police</b>	<b>31</b>	<b>113</b>	<b>160</b>	<b>494</b>	<b>159</b>	<b>1%</b>

EMS Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2023 Responses	YTD 2023 Manhours	YTD 2022 Responses	YOY Variance
East Goshen	193	313	897	1456	764	17%
West Goshen	128	167	675	992	617	9%
Westtown	25	44	159	272	167	-5%
Willistown	22	35	107	205	132	-19%
Other	19	17	76	85	74	3%
<b>Total - EMS</b>	<b>387</b>	<b>576</b>	<b>1914</b>	<b>3010</b>	<b>1754</b>	<b>9%</b>

Total Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2023 Responses	YTD 2023 Manhours	YTD 2022 Responses	YOY Variance
East Goshen	229	386	1057	1902	890	19%
West Goshen	143	205	800	1341	738	8%
Westtown	37	88	209	425	232	-10%
Willistown	28	62	139	332	168	-17%
Other	29	79	128	253	124	3%
<b>Total - Goshen Fire Company</b>	<b>466</b>	<b>820</b>	<b>2333</b>	<b>4253</b>	<b>2152</b>	<b>8%</b>

# Goshen Fire Company Monthly Operations Report May 2023



## Monthly Updates

### Key Indicators

Patients Treated	322	
Patients 65 and Over	242	75%
EMS Calls to Assisted Living and Retirement Facilities	180	47%
Automatic Fire/CO Alarms	22	46%

### Major Incidents

Building Fire - 891 E Lincoln Hwy - West Whiteland	5/5/2023
Dwelling Fire - 1558 Tanglewood Dr - East Goshen	5/8/2023
Building Fire - 22 Wildwood Dr - Willistown	5/16/2023
Dwelling Fire - 1301 Carver Way - West Whiteland	5/18/2023

### Events

Annual awards banquet	5/6/2023
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### Fundraising Activities

Mother's Day Flower Sale - May 12,13,14
Goshen Country Fair - July 31 - August 5

### Personnel Updates

None
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### Apparatus Updates

None
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# Goshen Fire Company Monthly Automatic Alarm Report

May 2023

DATE	ADDRESS	TOWNSHIP	INCIDENT TYPE	# Calls This Year	# Calls Last 12 Mos.
5/1/2023	351 APPLEBROOK DR	East Goshen	745 - Alarm system activation, no fire - unintentional	2	2
5/3/2023	1615 E BOOT RD	East Goshen	714 - Central station, malicious false alarm	6	10
5/4/2023	655 SUMMIT HOUSE	East Goshen	745 - Alarm system activation, no fire - unintentional	1	1
5/6/2023	1301 E WRIGHTS LN	East Goshen	735 - Alarm system sounded due to malfunction	4	7
5/7/2023	18 RESERVOIR RD	East Goshen	733 - Smoke detector activation due to malfunction	1	1
5/9/2023	1375 BOOT RD	East Goshen	745 - Alarm system activation, no fire - unintentional	1	2
5/9/2023	351 APPLEBROOK DR	East Goshen	743 - Smoke detector activation, no fire - unintentional	2	2
5/9/2023	330 WYLLPEN DR	East Goshen	743 - Smoke detector activation, no fire - unintentional	2	2
5/10/2023	330 WYLLPEN DR	East Goshen	743 - Smoke detector activation, no fire - unintentional	2	2
5/11/2023	1532 E STRASBURG RD	East Goshen	743 - Smoke detector activation, no fire - unintentional	1	1
5/12/2023	908 GATES DR	East Goshen	745 - Alarm system activation, no fire - unintentional	1	1
5/17/2023	934 N CHESTER RD	East Goshen	743 - Smoke detector activation, no fire - unintentional	3	4
5/19/2023	1615 E BOOT RD	East Goshen	745 - Alarm system activation, no fire - unintentional	6	10
5/23/2023	1 KENT CT	East Goshen	741 - Sprinkler activation, no fire - unintentional	1	1
5/23/2023	2605 BARKER CIR	East Goshen	741 - Sprinkler activation, no fire - unintentional	1	1
5/24/2023	1653 YARDLEY CT	East Goshen	746 - Carbon monoxide detector activation, no CO	1	1
5/29/2023	1667 BOW TREE DR	East Goshen	743 - Smoke detector activation, no fire - unintentional	1	1
5/30/2023	190 LINE RD	East Goshen	745 - Alarm system activation, no fire - unintentional	1	1
5/30/2023	100 LINE RD	East Goshen	745 - Alarm system activation, no fire - unintentional	3	5
5/14/2023	1138 WEST CHESTER PIKE	West Goshen	745 - Alarm system activation, no fire - unintentional	1	3
5/20/2023	203 GLEN AVE	West Goshen	743 - Smoke detector activation, no fire - unintentional	1	2
5/10/2023	1713 WEST CHESTER PIKE	Willistown	740 - Unintentional transmission of alarm, other	2	4

DATE	ADDRESS	TOWNSHIP	INCIDENT TYPE	# Calls This Year	# Calls Last 12 Mos.
22				09-Jun-23	10:31:14 AM

# **Malvern Fire Company EMS**

## **Monthly Report**



**May 2023**

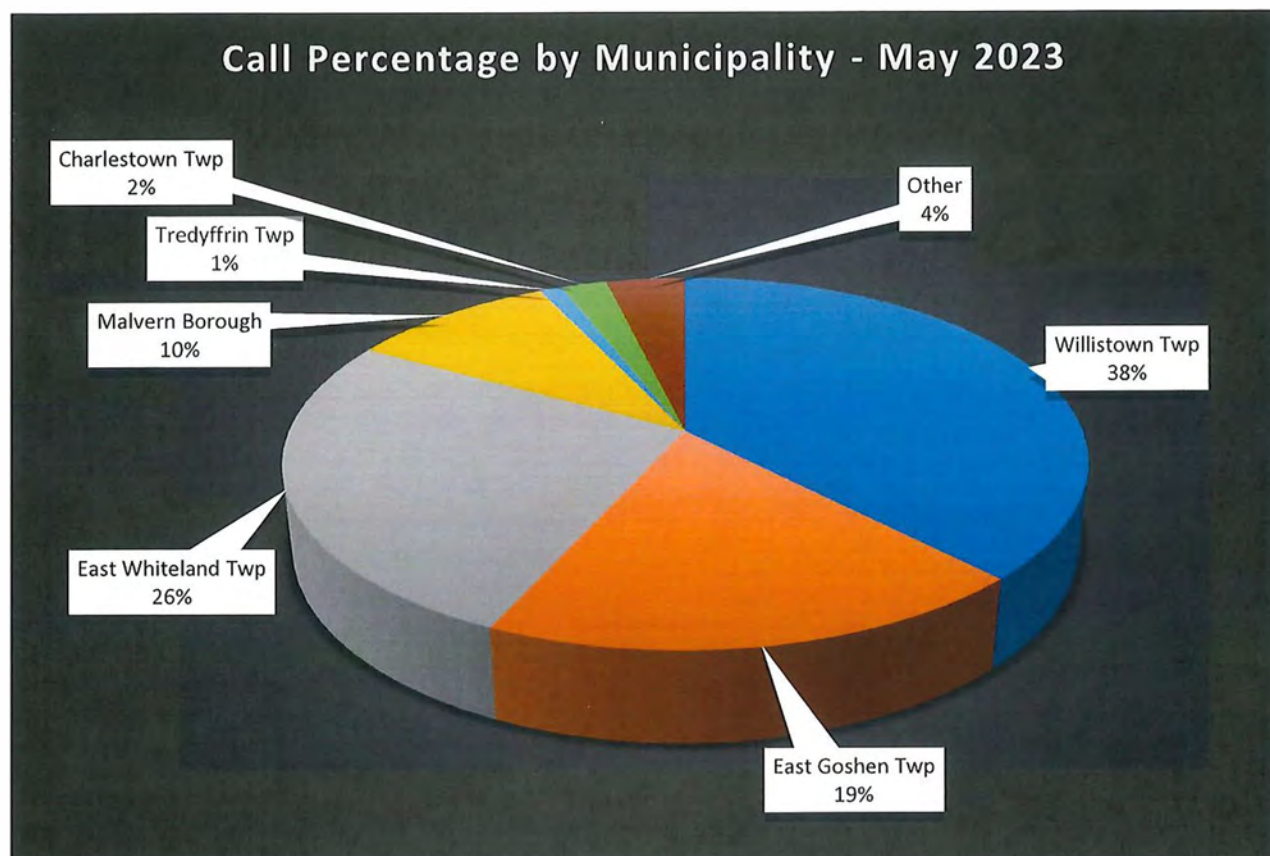


Malvern Fire Company  
Emergency Medical Service  
May 2023 Monthly Report

**May 2023 Total Responses: 185**

**May 2022 Total Responses: 198**

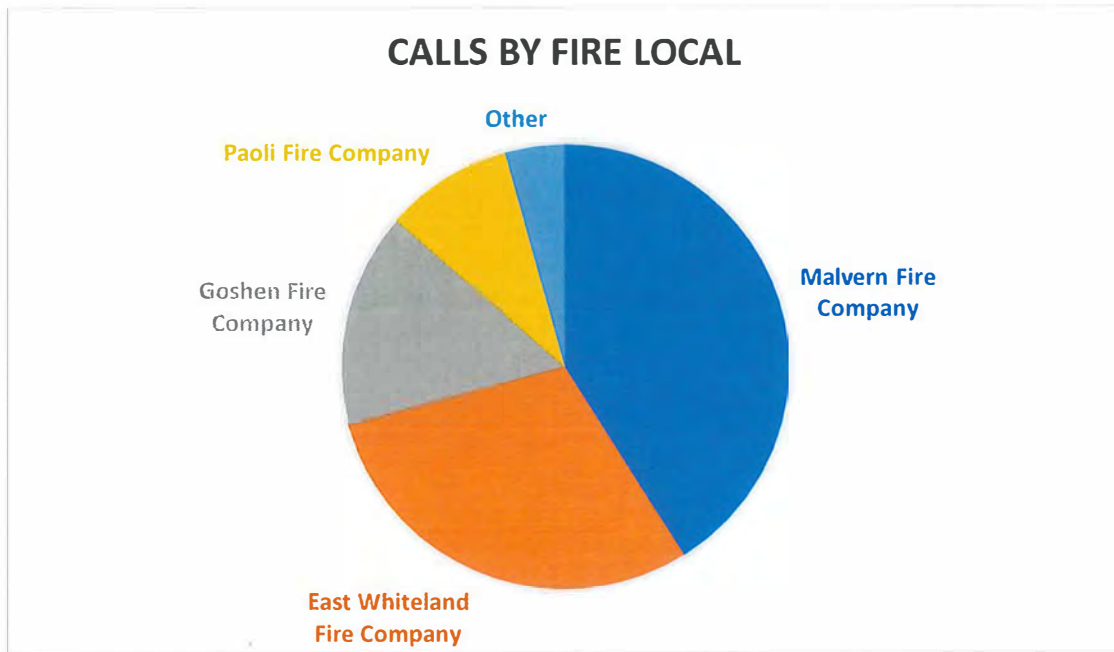
**2023 Year-to-date Total Responses: 839**



Municipality	Monthly Responses	YTD Responses	YTD %
<a href="#">Willistown Twp</a>	70	356	42.4%
<a href="#">East Whiteland Twp</a>	49	172	20.5%
<a href="#">East Goshen Twp</a>	35	157	18.7%
<a href="#">Malvern Borough</a>	18	101	12.0%
<a href="#">Charlestown Twp</a>	4	19	2.3%
<a href="#">Tredyffrin Twp</a>	2	15	1.8%
<a href="#">Other</a>	7	19	2.3%
<b>Total</b>	<b>185</b>	<b>839</b>	<b>100.0%</b>



Malvern Fire Company  
Emergency Medical Service  
May 2023 Monthly Report



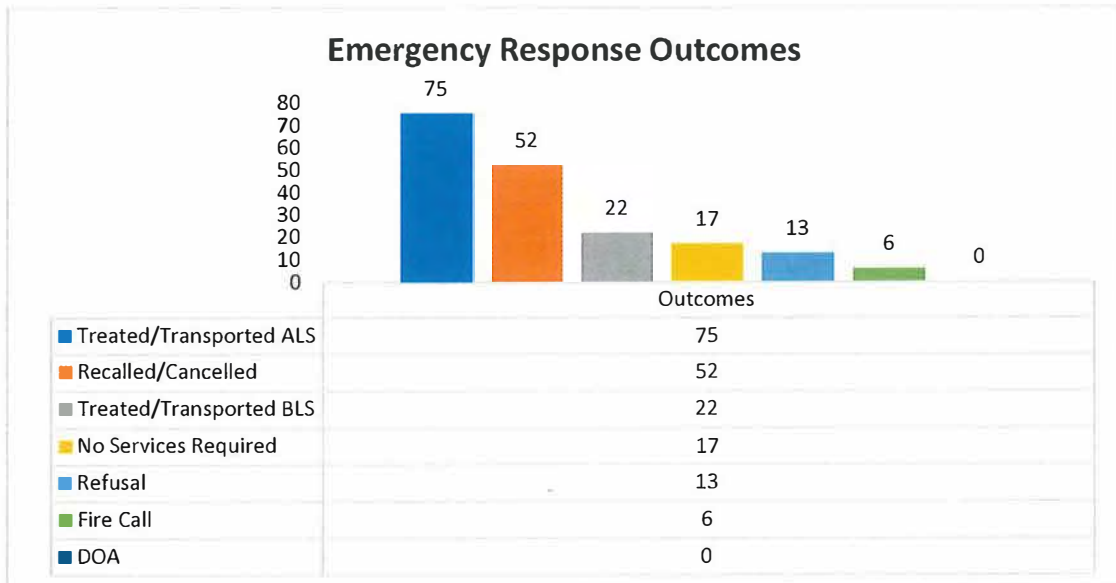
**Calls by Fire Local:**

Fire Company	Month	YTD	YTD %
Malvern Fire Company	76	380	45.3%
East Whiteland Fire Company	55	195	23.2%
Goshen Fire Company	29	150	17.9%
Paoli Fire Company	17	85	10.1%
Other	8	29	3.5%
<b>Total</b>	<b>185</b>	<b>839</b>	<b>100%</b>





Malvern Fire Company  
Emergency Medical Service  
May 2023 Monthly Report



### Transport Destinations

Hospital:	Month	YTD	YTD %
Paoli Hospital	84	420	86.6%
Chester County Hospital	11	49	10.1%
CHOP – King of Prussia	2	8	1.6%
Bryn Mawr Hospital	0	6	1.2%
A.I. Dupont	0	1	0.2%
Riddle Hospital	0	1	0.2%
Lankenau Med. Ctr	0	0	0.0%
<b>Total</b>	<b>97</b>	<b>485</b>	<b>100.0%</b>



Malvern Fire Company  
Emergency Medical Service  
May 2023 Monthly Report

### Responses by Vehicle

Unit	Unit	Month	YTD	YTD %
MIC041	ALS Ambulance (EMT and Paramedic)	45	452	53.9%
MIC042	ALS Ambulance (EMT and Paramedic)	96	216	25.7%
MED041	ALS Aid Car (Paramedic Only)	28	108	12.9%
MED042	ALS Aid Car (Paramedic Only)	5	8	1.0%
AMB041	BLS Ambulance (EMT and EMT)	2	39	4.6%
AMB042	BLS Ambulance (EMT and EMT)	9	16	1.9%
Total		185	839	100%

\*\*AMB and MIC are the same vehicle with different identifier based on staffing level

### Response by Crew Type

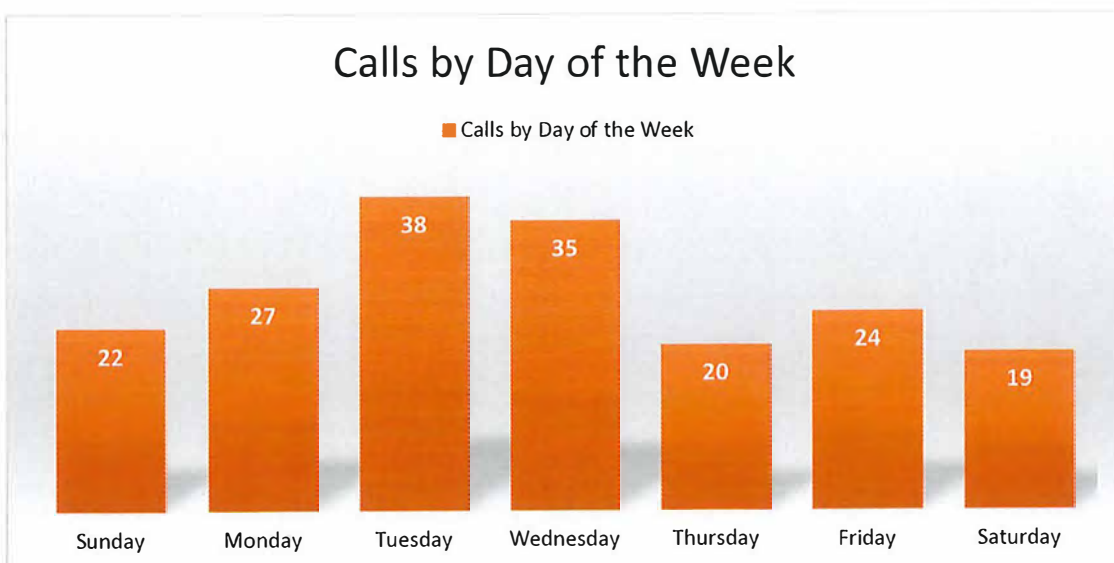
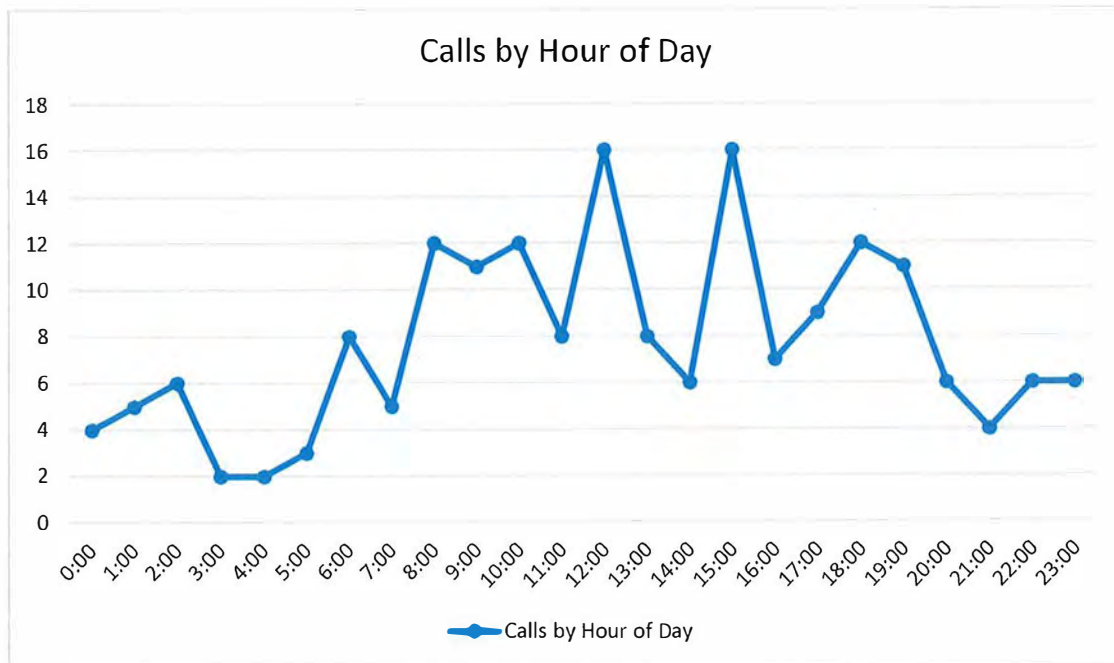
Unit	Month	YTD	YTD %
ALS Ambulance (EMT and Paramedic)	141	668	79.6%
ALS Aid Car (Paramedic Only)	33	116	13.8%
BLS Ambulance (EMT and EMT)	11	55	6.6%
Total	185	839	100%

### ALS Ambulance Response Type

Unit	Month	YTD	YTD %
ALS Assist	66	269	40.3%
ALS Transport	41	219	32.8%
BLS Transport	34	180	26.9%
Total	141	668	100%



Malvern Fire Company  
Emergency Medical Service  
May 2023 Monthly Report

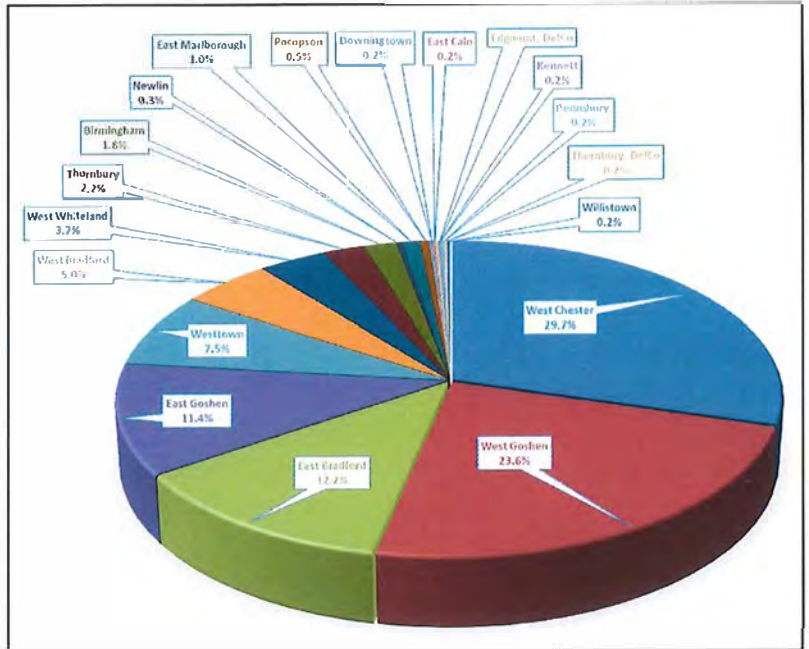




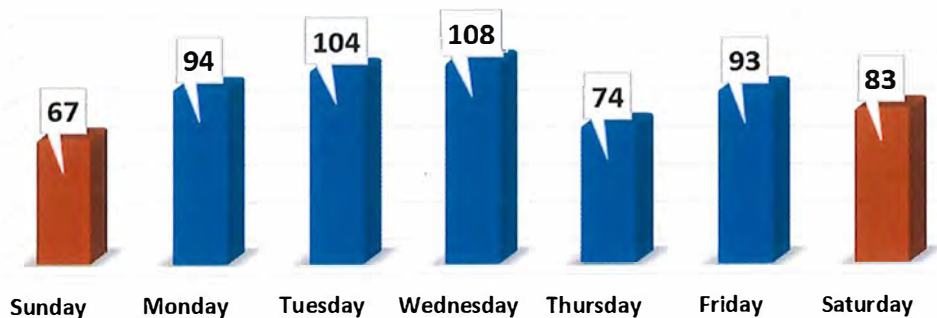
***May 2023***  
**OPERATIONS REPORT**

## CALL VOLUME

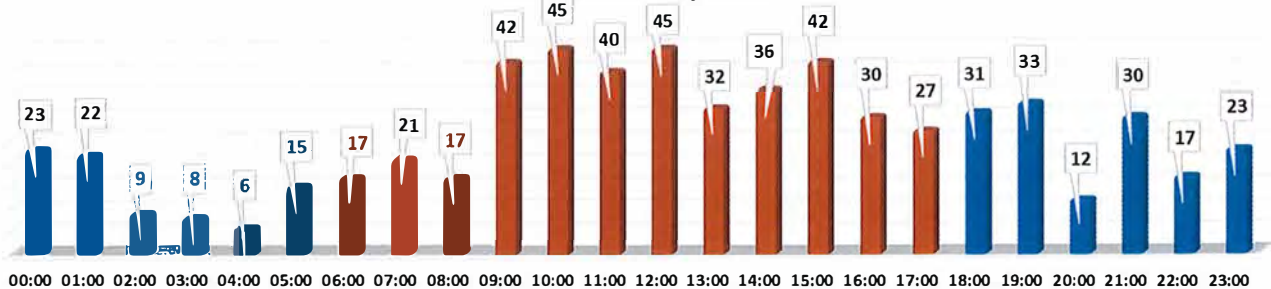
Municipality	Month	% of Calls	YTD
West Chester	185	29.7%	921
West Goshen	147	23.6%	765
East Bradford	76	12.2%	368
East Goshen	71	11.4%	290
Westtown	47	7.5%	285
West Bradford	31	5.0%	157
West Whiteland	23	3.7%	152
Thornbury	14	2.2%	70
Birmingham	11	1.8%	33
Newlin	2	0.3%	19
East Marlborough	6	1.0%	
Pocopson	3	0.5%	
Downingtown	1	0.2%	
East Caln	1	0.2%	
Edgmont, DelCo	1	0.2%	
Kennett	1	0.2%	
Pennsbury	1	0.2%	
Thornbury, DelCo	1	0.2%	
Willistown	1	0.2%	
	<b>623</b>		



### Call Volume By Day of Week

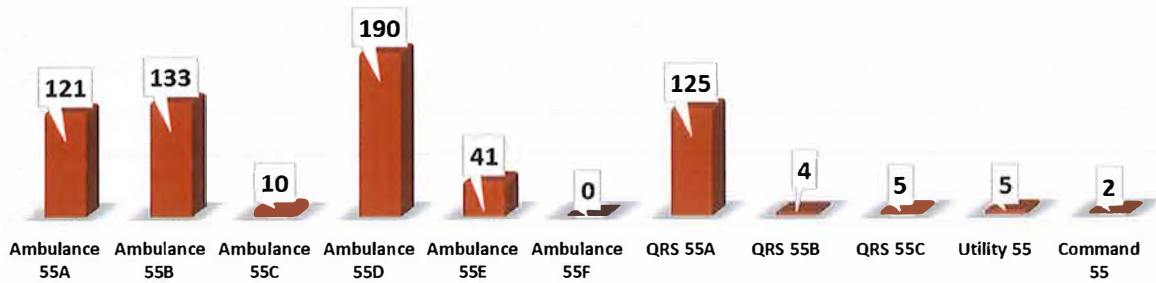


### Call Volume By Hour

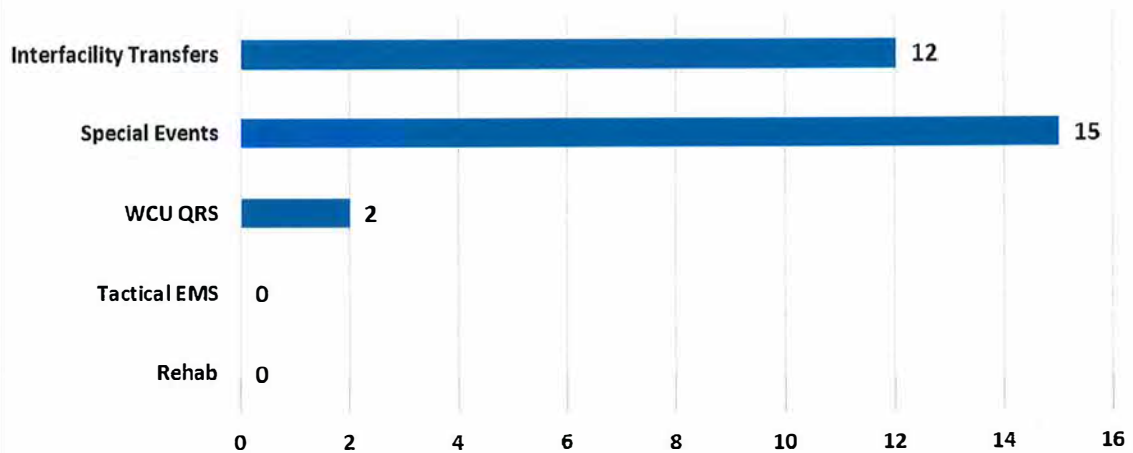




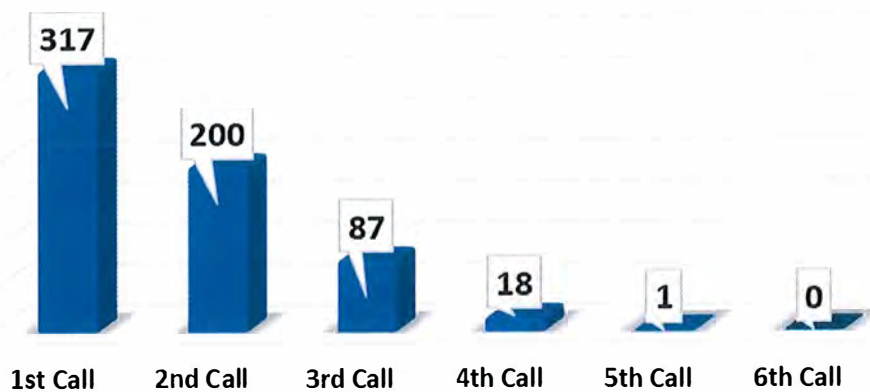
**Call Volume By Vehicle**



**Interfacility Transports & Special Operations**



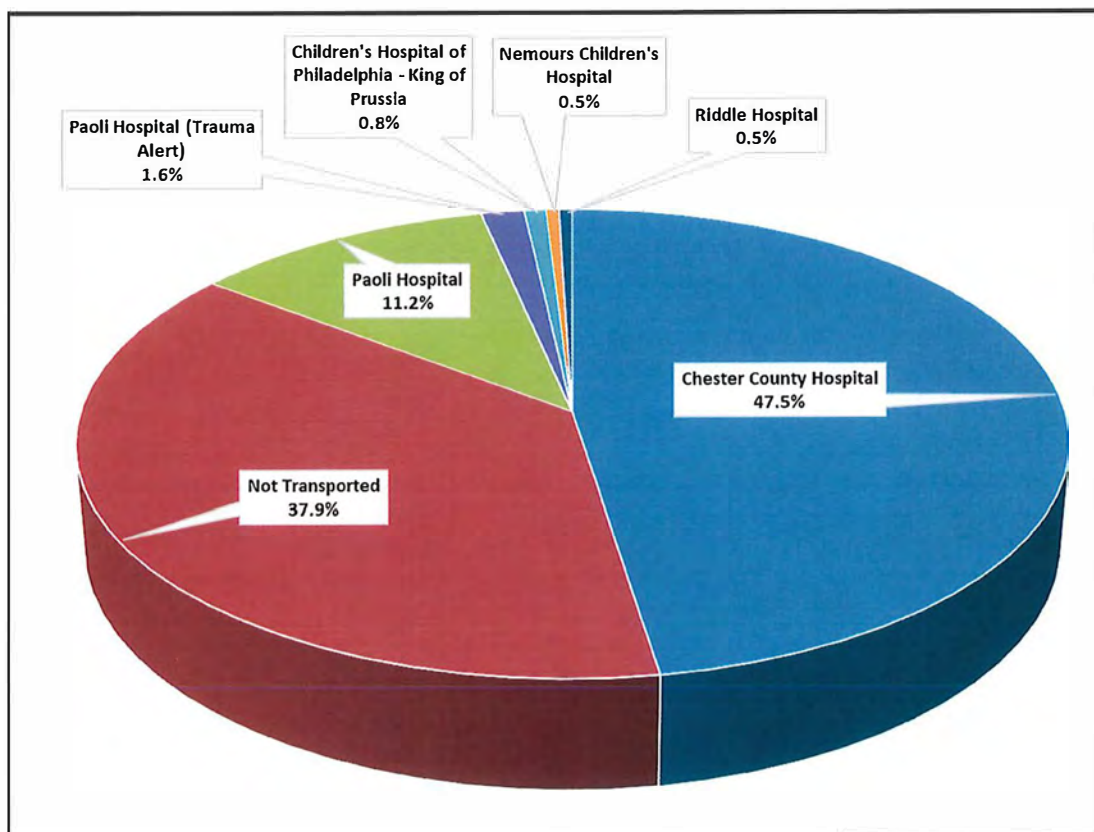
**Call Sequence**



## ***HOSPITAL DESTINATION INFORMATION***

Receiving Hospital	Total	%
Chester County Hospital	296	47.5%
Not Transported	236	37.9%
Paoli Hospital	70	11.2%
Paoli Hospital (Trauma Alert)	10	1.6%
Children's Hospital of Philadelphia - King of Prussia	5	0.8%
Nemours Children's Hospital	3	0.5%
Riddle Hospital	3	0.5%
	<b>623</b>	
Transported:	<b>387</b>	62.1%
Not Transported:	<b>236</b>	37.9%
	<b>623</b>	

Non-Transport Breakdown	
Refusal	56
Recalled Enroute	33
Recalled On Scene	78
No Services	45
Lift Assist	9
DOA	13
Released to BLS	2
External ALS Assist	0
	<b>236</b>



## MISCELLANEOUS CALL INFORMATION

### Average Times

Dispatch To Enroute	01:22
Enroute To On Scene	06:48
On Scene Time	15:46
Transport Time	10:34
ER Wait Time	09:58
Dispatch To Available	45:40

### Alcohol / Drug Suspicion

	Total	%
Alcohol	35	5.6%
Alcohol and Drugs	6	1.0%
Drugs	10	1.6%
Total:	<b>51</b>	<b>8.2%</b>
Unknown / Unable to Determine	8	1.3%

### Calls Covering Other Agencies

Goshen Fire Co.	18
Longwood Fire Co.	10
Uwchlan Ambulance	7
Malvern Fire Co.	5
Concordville Fire Co.	3
Minquas Fire Co.	2
Modena Fire Co.	1
Riddle Hospital EMS	1
	<b>47</b>

### Responses By Station

Main Station (Station 55)	444
East Goshen (Station 155)	25
East Bradford (Station 255)	152
West Chester University (Station 355)	4

### West Chester University Calls

	Total	%
Total WCU Calls	14	2.2%
WCU Calls in West Chester	9	1.4%
WCU Calls in West Goshen	4	0.6%
WCU Calls in East Bradford	1	0.2%

### Call Types

BLS - Sick Person	89	14.3%
BLS - Fall / Lift Assist	67	10.8%
ALS - Cardiac Problems	53	8.5%
ALS - Respiratory Difficulty	50	8.0%
BLS - Emotional Disorder	25	4.0%
ALS - CVA/Stroke	22	3.5%
BLS - Injured Person	20	3.2%
ALS - Fall	19	3.0%
BLS - Abdominal Pain	19	3.0%
Accident - BLS	18	2.9%
ALS - Unresponsive Person	17	2.7%
BLS - Overdose	17	2.7%
ALS - Diabetic Emergency	15	2.4%
ALS - Syncope	15	2.4%
ALS - Abdominal Pain	13	2.1%
ALS - Unconscious Person	13	2.1%
BLS - Seizures	13	2.1%
ALS - Cardiac/Resp Arrest	12	1.9%
ALS - Seizures	12	1.9%
ALS - Allergic/Med Reaction	9	1.4%
ALS - Hemorrhaging	9	1.4%
ALS - Overdose	8	1.3%
Alarm - BLS Medical	8	1.3%
EMS - Standby - Fire	8	1.3%
ALS - Hypotension	7	1.1%
ALS - Injured Person	7	1.1%
BLS - DOA	7	1.1%
BLS - Hemorrhaging	7	1.1%
BLS - Assault w/Injury	6	1.0%
ALS - Emotional Disorder	4	0.6%
Accident - ALS	4	0.6%
BLS - Syncope	4	0.6%
EMS - Relocate	4	0.6%
Accident - Entrapment	3	0.5%
BLS - Back Pain	3	0.5%
BLS - Unknown Nature	3	0.5%
ALS - Assault w/Injury	2	0.3%
ALS - Back Pain	2	0.3%
ALS - Poisoning	2	0.3%
Alarm - Carbon Monoxide	2	0.3%
ALS - Choking	1	0.2%
ALS - Maternity/Labor Pains	1	0.2%
ALS - Shooting	1	0.2%
Accident - Pedestrian	1	0.2%
BLS - Exposure to Heat/Cold	1	0.2%
	<b>623</b>	



# *May 2023*

## **EAST GOSHEN TOWNSHIP**

	2022	2023	YOY Variance
JAN	59	84	42%
FEB	54	50	-7%
MAR	47	61	30%
APR	50	52	4%
MAY	45	71	58%
JUN	49		
JUL	60		
AUG	59		
SEP	39		
OCT	61		
NOV	50		
DEC	88		
	<b>661</b>	<b>318</b>	Year Avg: <b>25.3%</b>



# Memo

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To: Board of Supervisors  
From: Dave Ware  
Re: May 2023 YTD Financial Report  
Date: June 15, 2023

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As of May 31, net of pass- thru, the general fund had YTD revenues of \$6,846,354 and expenses of \$4,440,493 for a positive net result of \$2,405,861. As of May 31, the general fund balance was \$8,005,203.

May YTD revenue overall finished flat with budget. Compared to the Adopted 2023 Budget, Real Estate Transfer Tax collections are \$159K behind, Real Estate Property Tax collections are down \$25K, Cable Franchise Fees are down \$12K Building Permit fees are down \$9K. Offsetting those shortfalls, EIT collections are up \$122K, P&R classes/summer programs are up \$53K, and interest income is up \$42K.

April YTD expenses are 1% over budget. Engineering, tree removal, building expenses, and storm water repairs are running ahead of YTD budget, partially offset by a 2022 surplus credit for WEGO.

YTD revenue is 12% ahead of 2022 driven by Real Estate Property Tax collections and interest earnings. YTD expenses are 10% higher than 2022. Insurance premiums and higher inflationary costs for nearly every service are the primary expense drivers versus prior year thus far.

## Other funds

- The **State Liquid Fuels Fund** had \$532,587 in revenues and \$0 in expenses. The fund balance is \$533,150.
- The **Capital Reserve Fund** had \$142,200 in revenues and \$407,092 in expenses. The fund balance is \$4,967,681.
- The **Transportation Fund** had \$9,442 in revenues and \$0 in expenses. The fund balance is \$478,367.
- The **Sewer Operating Fund** had \$1,954,030 in revenues and \$1,511,546 in expenses. The fund balance is \$1,601,153.
- The **Refuse Fund** had \$629,025 in revenues and \$572,640 in expenses. The fund balance is \$621,312.
- The **Bond Fund** had \$38,064 in revenues and \$474,934 in expenses. The fund balance is \$1,919,051.
- The **Sewer Capital Reserve Fund** had \$37,668 in revenues and \$353,466 in expenses. The fund balance is \$2,068,974.
- The **Operating Reserve Fund** had \$31,384 in revenues and \$0 in expenses. The fund balance is \$1,589,992.
- The **ARPA Fund** had \$11,056 in revenues and \$695,556 in expenses. The fund balance is \$279,435.
- The **Infrastructure Sustainability Fund** had \$31,894 in revenues and \$11,956 in expenses. The fund balance is \$1,814,887.



**EAST GOSHEN TOWNSHIP**  
Variance Detail Report  
Year to Date As of May 31, 2023  
**GENERAL FUND**

				Versus Budget	
				Favorable/	
	YTD Pr Yr	YTD Budget	YTD Actual	(Unfavorable)	Comments on YTD Budget Variance
REVENUES					
LOCAL ENABLING TAXES	5,147,258	5,954,156	5,895,578	(58,578)	Higher EIT partially offset RE Transfer Tax Coll
LICENSE & PERMITS	223,819	217,783	204,496	(13,287)	Franchise Fees under Budget
FINES	26,958	17,709	8,910	(8,798)	Lower alarm ordinance fees vs. budget and prior year
INTEREST EARNINGS	4,063	69,066	111,110	42,043	61% ahead of budget; PLGIT Prime currently 5.17%
RENTS	42,567	44,272	44,271	(1)	
STATE SHARED REVENUE & ENTITLEMENT	300	0	650	650	
GENERAL GOVERNMENT	7,706	19,136	19,515	379	
PUBLIC SAFETY	303,639	161,933	153,263	(8,670)	Building Permit Fees
HIGHWAY & STREETS	602	1,500	1,529	29	
CULTURE & RECREATION	118,570	123,912	176,944	53,032	Summer Program signups, weekly classes, and trips
MISCELLANEOUS REVENUE	143,828	27,611	27,285	(326)	
INTERFUND OPERATING TRANSFERS	121,861	204,154	202,803	(1,351)	
TOTAL REVENUES	6,141,173	6,841,232	6,846,354	5,121	
EXPENSES					
GENERAL GOVERNMENT	421,987	502,489	516,868	(14,379)	\$14K Engineering for Marydell/Pin Oak Open Space Survey
TAX COLLECTION	53,363	43,704	40,221	3,483	
GENERAL GOVERNMENT BLDG & PLANT	118,001	127,373	152,700	(25,327)	Includes\$13K HEPA cleaning/mold remediation Twp buiding 2nd floor; LED lighting installed
PUBLIC SAFETY	1,947,076	2,015,443	1,967,547	47,896	2022 WEGO surplus credit
PLANNING & ZONING	148,494	159,518	165,777	(6,259)	3rd party engineering services
RECYCLING	0	0	0	0	
PUBLIC WORKS - SANITATION	142,588	167,863	190,887	(23,025)	Unanticipated stormwater work at Baldwin Dr.
PUBLIC WORKS - HWYS ROADS & STREETS	557,693	596,797	600,177	(3,380)	Equipment rental and tree removal
PARTICIPANT RECREATION	63,035	84,675	103,313	(18,638)	Offset by summer program & weekly class revenue increase
PARKS	124,063	130,354	138,368	(8,014)	\$15K Tree removal
CONSERVATION & DEVELOPMENT	214	0	828	(828)	
HISTORICAL	524	225	115	110	
DEBT SERVICE	84,480	77,392	77,700	(308)	
PENSION FUND CONTRIBUTION	80,477	78,400	78,400	0	
INSURANCE PREMIUMS	211,914	310,678	310,735	(57)	
EMPLOYEE BENEFITS	91,358	97,399	96,856	543	
INTERFUND TRANSFERS	0	0	0	0	
TOTAL EXPENSES	4,045,267	4,392,310	4,440,493	(48,183)	
RESULTS FROM OPERATIONS	2,095,905	2,448,923	2,405,861	(43,062)	

MONTH END FUND BALANCE REPORT

ALL FUNDS MAY 2023

\* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

FUND		01	02	03	04	05	06	09	10	12		07	08	19
		GENERAL FUND*	LIQUID FUELS STATE FUND	CAP RESV FUND	TRANSPORT. FUND	SEWER OP. FUND	REFUSE FUND	SEWER CAP RESV FUND	OPERATING RESERVE	INFRASTRUCTURE SUSTAIN	TOWNSHIP FUNDS	MUNICIPAL AUTHORITY	BOND FUND	ARPA FUND
01/01/23 BEGINNING BALANCE		\$5,829,155	\$564	\$5,232,573	\$468,926	\$1,158,669	\$564,927	\$2,384,772	\$1,558,608	\$1,794,949	\$18,993,142	\$5,172	\$2,355,921	\$963,936
RECEIPTS														
310	TAXES	5,954,802.18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,954,802	\$0	\$0	\$0
320	LICENSES & PERMITS	204,495.77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$204,496	\$0	\$0	\$0
330	FINES & FORFEITS	8,910.44	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,910	\$0	\$0	\$0
340	INTERESTS & RENTS	155,380.85	\$3,627	\$142,200	\$9,442	\$13,437	\$4,747	\$37,668	\$31,384	\$31,894	\$397,887	\$78	\$38,064	\$11,056
350	INTERGOVERNMENTAL	\$650	\$528,959	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$529,609	\$0	\$0	\$0
360	CHARGES FOR SERVICES	351,250.64	\$0	\$0	\$0	\$1,940,593	\$624,278	\$0	\$0	\$0	\$2,916,122	\$2,053	\$0	\$0
380	MISCELLANEOUS REVENUES	649,132.57	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$649,133	\$282	\$0	\$0
390	OTHER FINANCING SOURCES	202,803.44	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$202,803	\$400,697	\$0	\$0
		\$7,527,426	\$532,587	\$142,200	\$9,442	\$1,954,030	\$629,025	\$37,668	\$31,384	\$31,894	\$10,863,762	\$403,110	\$38,064	\$11,056
EXPENDITURES														
400	GENERAL GOVERNMENT	739,013.78	\$0	\$24,238	\$0	\$0	\$0	\$0	\$0	\$0	\$763,252	\$0	\$0	\$0
410	PUBLIC SAFETY	3,017,117.56	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,017,118	\$0	\$0	\$695,556
420	HEALTH & WELFARE	\$78,390	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$78,390	\$403,361	\$458,341	\$0
426	SANITATION & REFUSE	\$0	\$0	\$0	\$0	\$1,052,494	\$572,640	\$0	\$0	\$0	\$1,625,135	\$0	\$0	\$0
430	HIGHWAYS,ROADS & STREETS	712,674.74	(\$0)	\$293,036	\$0	\$277,645	\$0	\$0	\$0	\$0	\$1,283,356	\$0	\$0	\$0
450	CULTURE-RECREATION	271,932.09	\$0	\$89,358	\$0	\$0	\$0	\$0	\$0	\$11,956	\$361,290	\$0	\$16,592	\$0
460	CONSERVATION & DEVELOPMENT	943.46	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$943	\$0	\$0	\$0
470	DEBT SERVICE	77,699.90	\$0	\$0	\$0	\$134,176	\$0	\$0	\$0	\$0	\$211,876	\$0	\$0	\$0
480	MISCELLANEOUS EXPENDITURES	561,536.78	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$561,537	\$0	\$0	\$0
490	OTHER FINANCING USES	-	\$0	\$460	\$0	\$47,230	\$0	\$353,466	\$0	\$0	\$401,157	\$0	\$0	\$0
		\$5,459,308	(\$0)	\$407,092	\$0	\$1,511,546	\$572,640	\$353,466	\$0	\$11,956	\$8,304,053	\$403,361	\$474,934	\$695,556
2023 SURPLUS/(DEFICIT)		\$2,068,118	\$532,587	(264,892)	9,442	442,484	56,385	(315,798)	31,384	19,938	2,559,709	(251)	(436,869)	(684,500)
CLEARING ACCOUNT ADJUSTMENTS		\$107,931												
5/31/23 ENDING BALANCE		<u>\$8,005,203</u>	<u>\$533,150</u>	<u>\$4,967,681</u>	<u>\$478,367</u>	<u>\$1,601,153</u>	<u>\$621,312</u>	<u>\$2,068,974</u>	<u>\$1,589,992</u>	<u>\$1,814,887</u>	<u>\$21,680,720</u>	<u>\$4,921</u>	<u>\$1,919,051</u>	<u>\$279,435</u>

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**EAST GOSHEN TOWNSHIP  
MEMORANDUM**

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**TO:** BOARD OF SUPERVISORS  
**FROM:** DAVE WARE  
**SUBJECT:** PROPOSED PAYMENTS OF BILLS  
**DATE:** JUNE 15, 2023

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Attached please find the Treasurer's Report for the weeks of May 31, 2023 – June 14, 2023.

EIT, Property taxes, RE Transfer Tax, Interest Earnings, and permit fees drove General Fund revenue during this period.

General Fund expenses include our annual Goshen Fire Company contribution, the monthly WEGO contribution and building debt payment, paving materials, vehicle and building maintenance and repair, insurance payments, storm water materials, as well as other routine operational expenses.

The Capital Reserve Fund expenses include a Jetter, PW HVAC replacement unit, playground equipment for the Milltown pocket park, and the final payment to close out the Hershey Mill Dam project. Once DCNR does a walk-thru to check the dam's completion, we will receive \$380K for their grant.

The ARPA Fund incurred \$7K in expenses for Hershey Mill Estates Sewer Replacement for landscaping and engineering costs.

**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**

June 1, 2023 - June 15, 2023

**GENERAL FUND**

Real Estate Tax	\$93,163.21
Earned Income Tax	\$294,483.05
Local Service Tax	\$9,274.37
Transfer Tax	\$58,838.25
General Fund Interest Earned	\$31,425.37
Total Other Revenue	\$39,240.41

Total General Fund Receipts: \$526,424.66

Accounts Payable	\$991,812.67
Electronic Pmts:	
Debt Service	\$0.00
Payroll	\$169,432.43

Total Expenditures: \$1,161,245.10

**STATE LIQUID FUELS FUND**

Receipts	\$0.00
Interest Earned	\$2,371.33
Total State Liquid Fuels Receipts:	<u>\$2,371.33</u>

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

**CAPITAL RESERVE FUND**

Receipts	\$0.00
Interest Earned	\$19,817.95
Total Capital Reserve Fund Receipts:	<u>\$19,817.95</u>

Accounts Payable	\$190,547.76
Total Expenditures:	<u>\$190,547.76</u>

**TRANSPORTATION FUND**

Receipts	\$0.00
Interest Earned	\$2,073.25
Total Transportation Fund Receipts:	<u>\$2,073.25</u>

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

**SEWER OPERATING FUND**

Receipts	\$105,644.76
Interest Earned	\$4,363.29
Total Sewer Operating Fund Receipts:	<u>\$110,008.05</u>

Accounts Payable	\$57,147.92
Electronic Pmts:	
Debt Service	\$0.00
Total Expenditures:	<u>\$57,147.92</u>

**REFUSE FUND**

Receipts	\$42,361.65
Interest Earned	\$1,422.21
Total Refuse Fund Receipts:	<u>\$43,783.86</u>

Accounts Payable	\$106,118.63
Total Expenditures:	<u>\$106,118.63</u>

**BOND FUND**

Receipts	\$0.00
Interest Earned	\$7,884.79
Total Bond Fund Receipts:	<u>\$7,884.79</u>

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

**SEWER CAPITAL RESERVE FUND**

Receipts	\$0.00
Interest Earned	\$8,057.59
Total Sewer Capital Reserve Fund Receipts:	<u>\$8,057.59</u>

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

**OPERATING RESERVE FUND**

Receipts	\$0.00
Interest Earned	\$6,891.42
Total Operating Reserve Fund Receipts:	<u>\$6,891.42</u>

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

**INFRASTRUCTURE SUSTAINABILITY FUND**

Receipts	\$0.00
Interest Earned	\$7,120.11
Total Infrastructure Sustainability Fund Receipts:	<u>\$7,120.11</u>

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

**ARPA - COVID RELIEF FUND**

Receipts	\$0.00
Interest Earned	\$1,030.20
Total ARPA - COVID Relief Fund Receipts:	<u>\$1,030.20</u>

Accounts Payable	\$6,689.00
Total Expenditures:	<u>\$6,689.00</u>

P.O. Type: All      Print Perpetual, Revenue, & G/L Accounts: N      Open: N    Void: N    Paid: Y  
 Format: Detail without Line Item Notes      Held: N    Aprv: N    Rcvd: N  
 Range: 01-400-0000      to 19-999-999      Bid: Y    State: Y    Other: Y    Exempt: Y  
 Rcvd Batch Id Range: First    to Last      Paid Date Range: 06/01/23 to 06/14/23      Include Non-Budgeted: Y  
 Prior Year Only: N      \* Means Prior Year Line  
 Vendors: All  
 DEPT Page Break: No      Subtotal DEPT: No

Account	Description				First	Rcvd	Chk/Void		P0
P.O. Id Item Vendor	Item Description		Amount	Stat/Chk	Enc Date	Date	Date	Invoice	Type
01-401-2100 MATERIALS & SUPPLIES									
23-01533	1	WBMAS005 W.B.MASON CO.,INC.	COFFEE KCUPS, PENS	78.34	P	24783	06/08/23	06/08/23	06/08/23 238688982
23-01535	1	GRAPH005 GRAPHIC IMPRESSIONS OF AMERICA	BUSINESS CARDS- DUANE BRADY	68.00	P	24766	06/08/23	06/08/23	06/08/23 23-4207
				146.34					
01-401-3000 GENERAL EXPENSE									
23-01532	1	PENNS035 PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- R. POLIZZII	22.00	P	24777	06/08/23	06/08/23	06/08/23 R28957403
23-01532	2	PENNS035 PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- S. MCQUISTON	22.00	P	24777	06/08/23	06/08/23	06/08/23 R29044640
23-01532	3	PENNS035 PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- E. MYLONAS	22.00	P	24777	06/08/23	06/08/23	06/08/23 R29066260
23-01532	4	PENNS035 PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- A. CARNEVALL	22.00	P	24777	06/08/23	06/08/23	06/08/23 R29124091
23-01532	5	PENNS035 PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- Z. LOWE	22.00	P	24777	06/08/23	06/08/23	06/08/23 R29124092
				110.00					
01-401-3120 CONSULTING SERVICES									
23-01491	1	SQUAR010 SQUARE 9 SOFTWARES INC.	SOFTWARE ASSURANCE RENEWAL	1,048.70	P	24744	06/01/23	06/01/23	06/01/23 SIN029688
23-01534	1	AMSAP005 AMS APPLIED MICRO SYSTEMS LTD.	MAY 2023	1,072.00	P	24758	06/08/23	06/08/23	06/08/23 69409
23-01551	1	BDCOM005 B&D COMPUTER SOLUTIONS	MAY 2023	2,000.00	P	24759	06/08/23	06/08/23	06/08/23 3421
				4,120.70					
01-401-3210 COMMUNICATION EXPENSE									
23-01515	1	TWPFIO05 VERIZON - TWP.FIOS 0001-74	5/28- 6/27/23 TWP. FIOS 1	109.99	P	24753	06/06/23	06/06/23	06/06/23 052723
23-01591	1	FIRST015 FIRSTNET - #287290606505	MAY 2023	209.05	P	24797	06/12/23	06/12/23	06/13/23 278290606505x06
23-01626	1	NETCA025 NETCARRIER TELECOM INC. 67846	06/01/2023- 06/30/2023	500.79	P	24804	06/13/23	06/13/23	06/13/23 846447
23-01627	1	COMCA025 COMCAST 8499-10-109-0111284	0111284 5/9/23-7/8/23 SPEC VID	42.28	P	24792	06/13/23	06/13/23	06/13/23 060423
				862.11					
01-401-3400 ADVERTISING - PRINTING									
23-01536	1	21STC005 21ST CENT.MEDIA NEWS #884433	NOTICE- PENSION COMMITTEE	55.54	P	24756	06/08/23	06/08/23	06/08/23 2476588



Account	Description				First	Rcvd	Chk/Void		PO
P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc Date	Date	Date	Invoice		Type
01-401-3400	ADVERTISING - PRINTING	Continued							
23-01622 1 21STC005 21ST CENT.MEDIA NEWS #884433	NOTICE-EGT SEALED BIDS MILLTWN	112.52	P	24789	06/13/23	06/13/23	06/13/23 2478148		
		168.06							
01-401-3840	RENTAL OF EQUIP. -OFFICE								
23-01619 1 GREAT010 GREAT AMERICA FINANCIAL SERVIC	JULY 2023 LANIER MP C6004EX	160.00	P	24800	06/13/23	06/13/23	06/13/23 34240420		
01-404-3140	LEGAL - ADMIN								
23-01568 1 PC000005 LAMB MCERLANE PC	LEGAL SERV MAY 2023 ORDINANCES	750.00	P	24773	06/08/23	06/08/23	06/08/23		
23-01569 1 PC000005 LAMB MCERLANE PC	LEGAL SERV MAY 2023 APPLEBROOK	800.00	P	24773	06/08/23	06/08/23	06/08/23 230411		
		1,550.00							
01-407-2130	COMPUTER EXPENSE								
23-01538 1 W3GLO005 W3 GLOBAL SOLUTIONS LLC	QTR 3 2023 WEB SERVICE	900.00	P	24782	06/08/23	06/08/23	06/08/23 3143		
01-409-3600	TWP. BLDG. - FUEL, LIGHT, WATER								
23-01510 1 PECO0045 PECO - 01360-05046	01360-05046 4/27- 5/26/23 BOOT	61.49	P	243	06/06/23	06/06/23	06/06/23 053023		
23-01580 1 PECO0010 PECO - 99193-01302	9919301302 4/25-5/24/23 SUMMAR	38.71	P	24774	06/08/23	06/08/23	06/08/23 060623		
23-01580 2 PECO0010 PECO - 99193-01302	9919301302 4/25-5/24/23 SUMMAR	1,367.03	P	24774	06/08/23	06/08/23	06/08/23 060623		
23-01580 3 PECO0010 PECO - 99193-01302	9919301302 4/25-5/24/23 SUMMAR	73.46	P	24774	06/08/23	06/08/23	06/08/23 060623		
23-01580 4 PECO0010 PECO - 99193-01302	9919301302 4/25-5/24/23 SUMMAR	38.87	P	24774	06/08/23	06/08/23	06/08/23 060623		
		1,579.56							
01-409-3740	TWP. BLDG. - MAINT & REPAIRS								
23-01495 1 LOCKS005 GREAT VALLEY LOCKSHOP	SLIDING SHOWCASE LOCK-CODESWIN	51.46	P	24740	06/01/23	06/01/23	06/01/23 2023001478		
23-01500 1 CINTA005 CINTAS CORPORATION #287	CLEAN MATS& UNIFORMS WE060123	46.56	P	24735	06/01/23	06/01/23	06/01/23 4157269985		
23-01531 1 CLEAN015 CLEAN RIGHT BUILDING SERVICES	JANITORIAL SERV FOR MAY 2023	1,420.65	P	24761	06/07/23	06/07/23	06/08/23 CL10963		
23-01557 1 LECLE005 LEC - LENNI ELECTRIC CORPORATI	ADMIN-REPLACED EXIT/EM LIGHTS	3,738.50	P	24770	06/08/23	06/08/23	06/08/23 230535		
23-01590 1 CINTA005 CINTAS CORPORATION #287	CLEAN MATS & UNIFORMS WE051723	46.56	P	24791	06/12/23	06/12/23	06/13/23 41557932116		
23-01598 1 PRECI010 PRECISION MECHANICAL SERVICES	HP1-01.HP1-10 & MUA TRPUBLES	1,414.14	P	24807	06/12/23	06/12/23	06/13/23 scv-23718		
23-01601 7 ENVIR005 ECPC, LLC	PEST CONTROL JUNE 2023	145.00	P	24794	06/13/23	06/13/23	06/13/23 23538		
23-01603 1 CINTA005 CINTAS CORPORATION #287	CLEAN MATS& UNIFORMS WE060723	46.56	P	24791	06/13/23	06/13/23	06/13/23 4157905963		
23-01606 1 ULINE005 ULINE	KITCHEN SUPPLIES-NAPKINS,DISPE	459.89	P	24813	06/13/23	06/13/23	06/13/23 164183784		
		7,369.32							
01-409-3745	PW BUILDING - MAINT REPAIRS								
23-01601 4 ENVIR005 ECPC, LLC	PEST CONTROL JUNE 2023	75.00	P	24794	06/13/23	06/13/23	06/13/23 23539		

Account	Description				First	Rcvd	Chk/Void		PO
P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc Date	Date	Date	Invoice		Type
01-409-3840	DISTRICT COURT EXPENSES								
23-01531 2 CLEAN015	CLEAN RIGHT BUILDING SERVICES JANITORIAL SERV FOR MAY 2023	424.35	P	24761	06/07/23	06/07/23	06/08/23 CL10963		
23-01556 1 LECLE005	LEC - LENNI ELECTRIC CORPORATI DIST COURT FLAG PLOE LIGHT	96.00	P	24770	06/08/23	06/08/23	06/08/23		
23-01565 1 YALEE005	YALE ELECTRIC SUPPLY CO LED EMERGENCY LIGHTS	165.10	P	24785	06/08/23	06/08/23	06/08/23 S123236070.001		
23-01601 6 ENVIR005	ECPC, LLC PEST CONTROL JUNE 2023	70.00	P	24794	06/13/23	06/13/23	06/13/23 23540		
		755.45							
01-410-5300	POLICE GEN.EXPENSE								
23-01482 1 WESTT010	WESTTOWN-EAST GOSHEN POLICE JUNE 2023 CONTRIBUTION	346,108.08	P	24747	06/01/23	06/01/23	06/01/23 060123		
01-410-5310	REGIONAL POLICE BLDG INTEREST								
23-01483 1 WESTT005	WESTTOWN TOWNSHIP JUNE 2023 P & I	920.71	P	24746	06/01/23	06/01/23	06/01/23 060123		
01-410-5320	REGIONAL POLICE BLDG PRINCIPAL								
23-01483 2 WESTT005	WESTTOWN TOWNSHIP JUNE 2023 P & I	9,471.08	P	24746	06/01/23	06/01/23	06/01/23 060123		
01-410-5400	S.P.C.A. CONTRACT								
23-01490 1 SPCA0005	BRANDYWINE VALLEY SPCA STRAY/PICKUP ACTIV. MAY 2023	302.27	P	24743	06/01/23	06/01/23	06/01/23 20555		
01-411-3000	FIRE MARSHAL - EXPENSES								
23-01539 1 PENNS005	MES - PENNSYLVANIA FIRE MARSHALL- FIRE HELMET	398.51	P	24776	06/08/23	06/08/23	06/08/23 IN1881390		
01-411-3630	HYDRANT & WATER SERVICE								
23-01518 1 AQUAP025	AQUA PA - HY 3099870309987 4/28-5/31/23 HYS	171.04	P	24749	06/06/23	06/06/23	06/06/23 060123 HY6		
23-01519 1 AQUAP025	AQUA PA - HY 3100330310033 4/28-5/31/23 186	5,302.86	P	24749	06/06/23	06/06/23	06/06/23 060123 279		
		5,473.90							
01-411-3631	HYDRANTS - RECHARGE EXPENSE								
23-01519 2 AQUAP025	AQUA PA - HY 3100330310033 4/28-5/31/23 93	2,650.63	P	24749	06/06/23	06/06/23	06/06/23 060123 279		
01-411-5000	CONTRIB. TO VOL. FIRE CO.								
23-01621 1 GOSHE005	GOSHEN FIRE COMPANY 2023 ANNUAL CONTRIBUTION	432,164.77	P	24799	06/13/23	06/13/23	06/13/23 060623		
01-411-6000	VOLUNTEER FIREFIGHTER WORKERS COMP								
23-01524 1 STATE005	STATE WORKERS INSURANCE FUND POLICY # 05918452 INSTL 7 OF11	3,176.00	P	24779	06/07/23	06/07/23	06/08/23 060123		

Account	Description				First	Rcvd	Chk/Void		PO
P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc Date	Date	Date	Invoice		Type
01-413-3000	GENERAL EXPENSE								
23-01552 1 MONTG010	MONTGOMERY COUNTY PLANNING COM	COURSE- COMMUNITY PLANNING	110.00	P	24772	06/08/23	06/08/23	06/08/23	051923
23-01589 1 ROWLE005	ROWLEY, KEVIN	REIMBURSE FOR 2-5 ICC RENEWALS	110.00	P	24808	06/12/23	06/12/23	06/13/23	061223
			220.00						
01-413-3840	RENTAL OF EQUIP. -CODES								
23-01512 1 GREAT010	GREAT AMERICA FINANCIAL SERVIC	LANIER IMC3000 COPIER- CODES	116.00	P	24752	06/06/23	06/06/23	06/06/23	34143519
01-414-3141	LEGAL - ZONING HEARING BOARD								
23-01485 1 FREES005	UNRUH TURNER BURKE FREES	LEGAL SERV 051223 GENERAL	84.00	P	24739	06/01/23	06/01/23	06/01/23	204288
23-01486 1 FREES005	UNRUH TURNER BURKE FREES	LEGAL SERV 050323-050923 PETRU	462.00	P	24739	06/01/23	06/01/23	06/01/23	204291
			546.00						
01-414-5001	ZONING IT CONSULTING								
23-01534 2 AMSAP005	AMS APPLIED MICRO SYSTEMS LTD.	MAY 2023	28.00	P	24758	06/08/23	06/08/23	06/08/23	69409
01-427-4900	E-RECYCLING EVENTS								
23-01521 1 EFORC005	EFORCE COMPLIANCE	RECYCLING &E-WASTE EVENT050623	3,500.00	P	24751	06/06/23	06/06/23	06/06/23	21475
01-430-2320	VEHICLE OPERATION - FUEL								
23-01501 1 WEXBA005	WEX BANK	FUEL PURCHASE 053123 V. DAMICO	75.13	P	24748	06/01/23	06/01/23	06/01/23	89708784
23-01504 1 REILL005	REILLY & SONS INC	149.60 GALS GASOLINE E10	458.52	P	240	06/01/23	06/01/23	06/01/23	15228409
23-01505 1 REILL005	REILLY & SONS INC	267.10 GALS DIESEL	750.28	P	240	06/01/23	06/01/23	06/01/23	15228447
23-01585 1 REILL005	REILLY & SONS INC	177.80 GALS GASOLINE E10	534.29	P	245	06/12/23	06/12/23	06/12/23	15280226
23-01586 1 REILL005	REILLY & SONS INC	601.70 GALS DIESEL	1,639.63	P	245	06/12/23	06/12/23	06/12/23	15280263
			3,457.85						
01-430-2330	VEHICLE MAINT AND REPAIR								
23-01497 1 ASSOC005	ASSOCIATED TRUCK PARTS	TK # 45 BOX LIGHT LED	177.53	P	24734	06/01/23	06/01/23	06/01/23	07P4087
23-01529 1 EAGLE005	EAGLE POWER TURF & TRACTOR	(2) 72E CHAINS	59.98	P	24762	06/07/23	06/07/23	06/08/23	P16775
23-01540 1 KENTA005	KENT AUTOMOTIVE	5/16 316 SS WASHERS, CAP SCREW	418.47	P	24768	06/08/23	06/08/23	06/08/23	9310638094
23-01540 2 KENTA005	KENT AUTOMOTIVE	1/2 ALLOY STEEL SPLIT LOCKWASH	243.87~	P	24768	06/08/23	06/08/23	06/08/23	9600139752
23-01547 1 ZEPSA005	ZEP SALES & SERVICE	ZEP REACH 4CS GL	116.49	P	24786	06/08/23	06/08/23	06/08/23	9008598450
23-01561 1 CHEST045	CHESTER COUNTY COATING	COAT FRAMES,PLATES,BUCKET ENDS	557.55	P	24760	06/08/23	06/08/23	06/08/23	38660
23-01577 1 FOLEY005	FOLEY INC.	MAINTENENACE ON ASPHALT MACHIN	5,804.39	P	24765	06/08/23	06/08/23	06/08/23	SIN00078749
23-01578 1 FOLEY005	FOLEY INC.	PERFORM PM- ENGINE OIL CHANGE	2,319.89	P	24765	06/08/23	06/08/23	06/08/23	SIN00080468
23-01597 1 TIFCO005	TIFCO INDUSTRIES	AMALGAMATING SMART WRAP	109.95	P	24811	06/12/23	06/12/23	06/13/23	71872287

Account	Description	Item Description	Amount	Stat/Chk	First Enc	Rcvd Date	Chk/Void Date	Invoice	PO Type
P.O. Id Item Vendor									
01-430-2330	VEHICLE MAINT AND REPAIR	Continued							
23-01616 1 ETSEQ005 ETS	EQUIPMENT TRADE SERVICE CO	LANDA PRESSURE WASHER REPAIR	457.70	P	24795	06/13/23	06/13/23	06/13/23 156339	
			9,778.08						
01-433-2470	UTILITIES - TRAFFIC LIGHTS								
23-01508 2 PEC00020 PECO - 99193-01400		99193-01400 4/20-5/19/2023	621.36	P	242	06/02/23	06/02/23	06/06/23 053123	
01-434-3610	STREET LIGHTING								
23-01508 1 PEC00020 PECO - 99193-01400		99193-01400 4/20-5/19/2023	662.25	P	242	06/02/23	06/02/23	06/06/23 053123	
01-436-2450	STORMWATER MATERIALS & SUPPLIES								
23-01541 1 FOLEY005 FOLEY INC.		MD HYDRAULIC EXCAVATOR RENTAL	7,965.00	P	24765	06/08/23	06/08/23	06/08/23 INV0059462	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01544 1 MAINL010 MAIN LINE CONCRETE		4 YD CONCRETE 4000 PSI	955.00	P	24771	06/08/23	06/08/23	06/08/23 520038	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01550 1 HIGHW005 HIGHWAY MATERIALS INC.		19.94T25MM,0<30 3.01T 9.5MM0.3	1,306.85	P	24767	06/08/23	06/08/23	06/08/23 328924	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01566 1 EXETE005 EXETER SUPPLY COMPANY INC		BUTYL SEALANT & PERMA PATCH	723.00	P	24763	06/08/23	06/08/23	06/08/23 371624	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
			10,949.85						
01-436-3840	STORMWATER EQUIPMENT RENTAL								
23-01542 1 FOLEY005 FOLEY INC.		SM TRACK TRACTOR RENTAL	3,490.50	P	24765	06/08/23	06/08/23	06/08/23 INV0064435	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01571 1 FOLEY005 FOLEY INC.		SM HYDRAULIC EXCAVATOR RENTAL	5,961.00	P	24765	06/08/23	06/08/23	06/08/23 INV0061413	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
			9,451.50						
01-437-2460	GENERAL EXPENSE - SHOP								
23-01506 2 LOWES005 LOWES BUSINESS ACCOUNT/GECF		VARIOUS PURCHASES- SEE NOTES	260.11	P	241	06/02/23	06/02/23	06/06/23 051723	
23-01623 1 KEENC005 KEEN COMPRESSED GAS COMPANY		VARIOUS GAS CYLINDERS	88.46	P	24802	06/13/23	06/13/23	06/13/23 83425115	
			348.57						
01-438-2450	MATERIALS & SUPPLIES-HIGHWAYS								
23-01499 2 ORNER005 ORNER,TRAVIS		STUMP GRINDING ON LINE ROAD	400.00	P	24741	06/01/23	06/01/23	06/01/23 1487	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01506 3 LOWES005 LOWES BUSINESS ACCOUNT/GECF		VARIOUS PURCHASES- SEE NOTES	431.94	P	241	06/02/23	06/02/23	06/06/23 051723	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							

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P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc Date	Date	Date	Invoice		Type
01-438-2450	MATERIALS & SUPPLIES-HIGHWAYS	Continued							
23-01527 1	HIGHW005 HIGHWAY MATERIALS INC. 14.08 TON 25MM,030,C,PG64S-22	781.44	P	24767	06/07/23	06/07/23	06/08/23	329072	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
23-01550 2	HIGHW005 HIGHWAY MATERIALS INC. 19.94T25MM,0<30 3.01T 9.5MM0.3	414.20-	P	24767	06/08/23	06/08/23	06/08/23	23944-c	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
23-01560 1	KNOXE005 KNOX EQUIPMENT RENTALS INC. PAINT,WHITE & HOT PINK MARKING	83.40	P	24769	06/08/23	06/08/23	06/08/23	122714.1.1	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
23-01596 1	PENNS010 PENNSYLVANIA ONE CALL SYSTEM MONTHLY ACTIVITY FEE- MAY 2023	27.26	P	24805	06/12/23	06/12/23	06/13/23	0001009276	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
23-01629 1	HIGHW005 HIGHWAY MATERIALS INC. 19.95TON 25MM 0<30,C,PG64S-22	1,107.23	P	24801	06/13/23	06/13/23	06/13/23	331080	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
23-01629 2	HIGHW005 HIGHWAY MATERIALS INC. 164.77 TON 9.5MM 0.3<30,H, PG6	10,957.23	P	24801	06/13/23	06/13/23	06/13/23	331080	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
23-01630 1	HIGHW005 HIGHWAY MATERIALS INC. 49.95TON 25MM 0<30,C,PG64S-22	2,772.24	P	24801	06/13/23	06/13/23	06/13/23	331218	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
23-01630 2	HIGHW005 HIGHWAY MATERIALS INC. 19.97TON 9.5MM 0.3<30,H,PG64S	1,328.01	P	24801	06/13/23	06/13/23	06/13/23	331218	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
23-01630 3	HIGHW005 HIGHWAY MATERIALS INC. 139.94TON 9.5MM 0.3<30,H,PG64S	9,306.04	P	24801	06/13/23	06/13/23	06/13/23	331218	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
		26,780.59							
01-438-2460	TREE REMOVAL								
23-01563 1	AJBAJ005 AJB A.J. BLOSENSKI INC. 30 YD ROLLOFF- WOOD	700.00	P	24757	06/08/23	06/08/23	06/08/23	1275061W360	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
01-438-3840	EQUIPMENT RENTAL								
23-01610 1	FOLEY005 FOLEY INC. SM WHEEL LOADER RENTAL2/24-3/3	1,722.25	P	24798	06/13/23	06/13/23	06/13/23	INV0066410	
23-01618 1	ATLAN010 GT MID ATLANTIC MILLING MACHINE RENT6/5-061123	9,000.00	P	24790	06/13/23	06/13/23	06/13/23	RSA058185-1	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
		10,722.25							
01-452-2000	SUMMER PROGRAM SUPPLIES								
23-01607 1	SSWOR005 S&S WORLDWIDE INC WILSON NCAA BASKETBALL, YOUTH	35.98	P	24810	06/13/23	06/13/23	06/13/23		
01-452-2020	SUMMER PROGRAM - ENTERTAINMENT								
23-01489 1	FAMIL005 FAMILY STAGES PUSS IN BOOTS PERFORM 071223	475.00	P	24737	06/01/23	06/01/23	06/01/23	052423	
01-452-3204	COMMUNITY DAY								
23-01567 1	PONYR005 PONY RIDES BY DONNA PONY RIDES& PETTING ZOO 062423	1,500.00	P	24778	06/08/23	06/08/23	06/08/23	1-060723	



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P.O. Id Item Vendor									
01-452-3601	MISCELLANEOUS EVENTS								
23-01620 1 MPREN005 MP RENTALS LLC		CHAIR RENTAL FOR 070623CONCERT	197.50	P	24803	06/13/23	06/13/23	06/13/23 INV-02109	
01-452-3710	ZUMBA								
23-01526 1 WESTC030 WEST CHESTER AREA SCHOOL DISTR		SPACE FEE- ZUMBA 3/7-5/30/23	53.00	P	24784	06/07/23	06/07/23	06/08/23 1889	
01-454-3000	GENERAL EXPENSE								
23-01605 1 SENNS005 SENN, STEVE		BEAVER TRAPPED & TRANSFERRED	475.00	P	24809	06/13/23	06/13/23	06/13/23 104	
23-01608 1 PORTA005 PORT A BOWL RESTROOM CO.		STANDARD RR 1X WEEKLY SERVICE	190.00	P	24806	06/13/23	06/13/23	06/13/23 INV/2023/14213	
23-01628 1 COMCA090 COMCAST 8499-10-109-0168581		0168581 6/9/23-7/8/23 PARK RR	189.94	P	24793	06/13/23	06/13/23	06/13/23 060423	
			854.94						
01-454-3100	PROFESSIONAL SERVICES								
23-01601 5 ENVIR005 ECPC, LLC		PEST CONTROL JUNE 2023	40.00	P	24794	06/13/23	06/13/23	06/13/23 23541	
01-454-3600	UTILITIES								
23-01513 1 COMCA100 COMCAST 8499 10 109 0170322		0170322 6/1-6/30/23 PARKCAMERA	119.90	P	24750	06/06/23	06/06/23	06/06/23 052623	
23-01580 5 PEC00010 PECO - 99193-01302		9919301302 4/25-5/24/23 SUMMAR	130.40	P	24774	06/08/23	06/08/23	06/08/23 060623	
23-01582 1 PEC00035 PECO - 18510-39089		18510-39089 5/2-6/1/23 BOWTREE	74.58	P	24775	06/08/23	06/08/23	06/08/23 060223	
			324.88						
01-454-3711	POND TREATMENT								
23-01498 1 UNLIM005 AQUASCAPES UNLIMITED		POND SERV 051223 PIN OAK,MARYD	810.00	P	24745	06/01/23	06/01/23	06/01/23 4633	
23-01564 1 UNLIM005 AQUASCAPES UNLIMITED		POND SERV 052823PINOAK,UPR BOW.	527.00	P	24781	06/08/23	06/08/23	06/08/23 4676	
			1,337.00						
01-454-3712	POND LANDSCAPING								
23-01496 1 PIPEX005 PIPE XPRESS INC.		3X10' PVC SD PIPE, CAP HUB	97.41	P	24742	06/01/23	06/01/23	06/01/23 126374	
23-01496 2 PIPEX005 PIPE XPRESS INC.		3X10' PVC SD PIPE, CAP HUB	1.95	P	24742	06/01/23	06/01/23	06/01/23 126374	
			95.46						
01-454-3717	MARYDELL POND REHAB								
23-01507 1 PEC00050 PECO - 02280-03067		02280-03067 5/1-5/31/23MARYDEL	82.91	P	244	06/02/23	06/02/23	06/06/23 053123	
01-454-3723	BALL FIELDS								
23-01543 1 TREEC005 LANGS LAWCARE & TREECARE		LATE SPRING- CRABGRASS CONTROL	299.00	P	24780	06/08/23	06/08/23	06/08/23 445992	
23-01613 1 TREEC005 LANGS LAWCARE & TREECARE		CRABGRASS W/ FERTILIZER-FIELDA	135.00	P	24812	06/13/23	06/13/23	06/13/23 448644	
23-01614 1 TREEC005 LANGS LAWCARE & TREECARE		CRABGRASS W/ FERTILIZER-FIELDB	170.00	P	24812	06/13/23	06/13/23	06/13/23 448642	

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P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc Date	Date	Date	Invoice		Type
01-454-3723	BALL FIELDS	Continued							
23-01615	1 TREEC005 LANGS LAWCARE & TREECARE	CRABGRASS W/ FERTILIZER-FIELD	209.00	P	24812	06/13/23	06/13/23	06/13/23	448643
		813.00							
01-454-3740	PARK MAINTENANCE & REPAIR								
23-01506	4 LOWES005 LOWES BUSINESS ACCOUNT/GECE	VARIOUS PURCHASES- SEE NOTES	32.26	P	241	06/02/23	06/02/23	06/06/23	051723
23-01528	1 FERRY010 FERRY PLUMBING INC., DAN	REPLACE LAUNDRY TUB FAUCET	475.00	P	24764	06/07/23	06/07/23	06/08/23	11112
23-01609	1 FERRY010 FERRY PLUMBING INC., DAN	CLEAR CLOGGED WATER FOUNTAIN	150.00	P	24796	06/13/23	06/13/23	06/13/23	11117
23-01612	1 WBMAS005 W.B.MASON CO.,INC.	CLEANER & TISSUES	497.08	P	24814	06/13/23	06/13/23	06/13/23	238766932
		1,154.34							
01-462-3100	PROFESSIONAL SERVICES								
23-01601	8 ENVIR005 ECPC, LLC	PEST CONTROL JUNE 2023	70.00	P	24794	06/13/23	06/13/23	06/13/23	23548
01-483-5315	PENSION - DC NON-UNIFORM								
23-01481	1 FBO00005 TD AMERITRADE FBO 913-022866	JUNE 2023 FBO 913-022866	15,675.00	P	24738	06/01/23	06/01/23	06/01/23	060123
01-486-1560	HEALTH,ACCID. & LIFE								
23-01484	1 DELAW040 DELAWARE VALLEY HEALTH TRUST	JUNE 2023 PREMIUM MED & DENTAL	68,741.57	P	24736	06/01/23	06/01/23	06/01/23	25047
01-487-1910	UNIFORMS								
23-01500	2 CINTA005 CINTAS CORPORATION #287	CLEAN MATS& UNIFORMS WE060123	713.60	P	24735	06/01/23	06/01/23	06/01/23	4157269985
23-01590	2 CINTA005 CINTAS CORPORATION #287	CLEAN MATS & UNIFORMS WE051723	678.20	P	24791	06/12/23	06/12/23	06/13/23	41557932116
23-01603	2 CINTA005 CINTAS CORPORATION #287	CLEAN MATS& UNIFORMS WE060723	2,625.50	P	24791	06/13/23	06/13/23	06/13/23	4157905963
		4,017.30							
	Fund Total:	991,812.67							
03-401-7400	CAPITAL REPLACEMENT - OFFICE EQUIP								
23-01602	1 DELLM005 DELL MARKETING L.P.	DELL LAPTOP FOR KEVIN MILLER	1,486.26	P	1586	06/13/23	06/13/23	06/13/23	10677313981
03-409-7400	CAPITAL REPLACEMENT-TWP BLDG								
23-01572	1 PRECI010 PRECISION MECHANICAL SERVICES	REPLACEMENT 6 TON CARRIER UNIT	15,952.40	P	1583	06/08/23	06/08/23	06/08/23	22-1100
03-430-7400	CAPITAL REPLACEMENT - HWY EQUIP								
23-01492	1 GAPVA005 GAPVAX, INC	2023 G7 JETTER TRAILER	101,531.00	P	1582	06/01/23	06/01/23	06/01/23	TJET700-0037-23
03-454-7450	CAPITAL PURCHASE - PARK & REC								
23-01583	1 RECRE005 RECREATION RESOURCE INC	50% PYMT NEW PLAYGRND MILLTOWN	16,356.50	P	1584	06/08/23	06/08/23	06/08/23	Q23-241R

Account	Description		Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
03-457-7450	CAPITAL - HERSHEY MILL REPAIR									
23-01549	1 TOTAL015	TOTAL SITE DEVELOPMENT INC.	APPLICAT #19 HERSHEY MILL DAM	55,221.60	P	1585 06/08/23	06/08/23	06/08/23	APPLICATION #19	
Fund Total:				190,547.76						
05-420-3600	C.C. METERS - UTILITIES									
23-01579	2 PEC00005	PECO - 99193-01204	9919301204 4/25- 5/24/23 SUMMA	5.43	P	5642 06/08/23	06/08/23	06/08/23	060623	
23-01579	3 PEC00005	PECO - 99193-01204	9919301204 4/25- 5/24/23 SUMMA	5.43	P	5642 06/08/23	06/08/23	06/08/23	060623	
				10.86						
05-420-3601	C.C. INTERCEPTOR-UTILITIES									
23-01514	1 MODEM005	VERIZON - 442069312 MODEMS	04/26/23- 5/25/23 MODEMS	140.45	P	5634 06/06/23	06/06/23	06/06/23		
05-420-3602	C.C. COLLECTION -UTILITIES									
23-01579	5 PEC00005	PECO - 99193-01204	9919301204 4/25- 5/24/23 SUMMA	4.88	P	5642 06/08/23	06/08/23	06/08/23	060623	
23-01579	7 PEC00005	PECO - 99193-01204	9919301204 4/25- 5/24/23 SUMMA	346.58	P	5642 06/08/23	06/08/23	06/08/23	060623	
23-01579	8 PEC00005	PECO - 99193-01204	9919301204 4/25- 5/24/23 SUMMA	12.24	P	5642 06/08/23	06/08/23	06/08/23	060623	
				363.70						
05-420-3603	ASHBRIDGE - UTILITIES									
23-01581	1 PEC00040	PECO - 04725-43025	04725-43025 5/2-6/1/23 WYLLPEN	306.04	P	5643 06/08/23	06/08/23	06/08/23	060223	
05-420-3604	MILL VAL./BARKWAY UTILITIES									
23-01579	1 PEC00005	PECO - 99193-01204	9919301204 4/25- 5/24/23 SUMMA	178.35	P	5642 06/08/23	06/08/23	06/08/23	060623	
05-420-3702	C.C. COLLEC.-MAINT.& REPR.									
23-01499	1 ORNER005	ORNER,TRAVIS	REMOVE ASH TREE ON 1374 MARK D	3,100.00	P	5632 06/01/23	06/01/23	06/01/23	1487	
23-01525	2 ORNER005	ORNER,TRAVIS	REMOVE STEM ASH & OAK TREE	3,900.00	P	5641 06/07/23	06/07/23	06/08/23	1491	
23-01525	3 ORNER005	ORNER,TRAVIS	REMOVE STEM ASH & OAK TREE	1,250.00	P	5641 06/07/23	06/07/23	06/08/23	1491	
23-01545	1 PIPEX005	PIPE XPRESS INC.	GREEN MARKING PAINT	75.60	P	5645 06/08/23	06/08/23	06/08/23	126388	
23-01545	3 PIPEX005	PIPE XPRESS INC.	GREEN MARKING PAINT	1.51	P	5645 06/08/23	06/08/23	06/08/23	126388	
23-01558	1 LECLE005	LEC - LENNI ELECTRIC CORPORATI	BARKWAY ST-REPLACE LIGHT FIXTU	418.60	P	5640 06/08/23	06/08/23	06/08/23	230539	
23-01560	2 KNOXE005	KNOX EQUIPMENT RENTALS INC.	PAINT,WHITE & HOT PINK MARKING	83.40	P	5639 06/08/23	06/08/23	06/08/23	122714.1.1	
23-01562	1 PIPED005	PIPE DATA VIEW	INSTALL (3) 4' POINT REPAIRS	7,200.00	P	5644 06/08/23	06/08/23	06/08/23	22255	
23-01596	2 PENNS010	PENNSYLVANIA ONE CALL SYSTEM	MONTHLY ACTIVITY FEE- MAY 2023	27.26	P	5652 06/12/23	06/12/23	06/13/23	0001009276	
23-01611	1 LECLE005	LEC - LENNI ELECTRIC CORPORATI	ASHBRIDGE ST REPLACED LIGHTS	410.00	P	5651 06/13/23	06/13/23	06/13/23	230572	
				16,463.35						

Account	Description				First	Rcvd	Chk/Void		PO
P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc Date	Date	Date	Invoice		Type
05-420-3705	ASHBRIDGE-MAINT.&REPR								
23-01601 10 ENVIR005 ECPC, LLC	PEST CONTROL JUNE 2023	25.00	P	5649	06/13/23	06/13/23	06/13/23 23542		
05-420-3706	BARKWAY -MAINT.& REPR.								
23-01601 9 ENVIR005 ECPC, LLC	PEST CONTROL JUNE 2023	25.00	P	5649	06/13/23	06/13/23	06/13/23 23543		
05-422-2440	R.C. STP- CHEMICALS								
23-01570 1 UNIVA005 UNIVAR USA INC.	1545 GALS ALMN SULFATE 48%	3,576.25	P	5646	06/08/23	06/08/23	06/08/23 51205440		
05-422-3600	R.C STP -UTILITIES								
23-01579 4 PECO0005 PECO - 99193-01204	9919301204 4/25- 5/24/23 SUMMA	7,721.11	P	5642	06/08/23	06/08/23	06/08/23 060623		
23-01588 1 COMCA095 COMCAST 8499 10 109 0169050	0169050 6/8/- 7/7/23 TOWNE DR	253.30	P	530	06/12/23	06/12/23	06/12/23 060323		
		7,974.41							
05-422-3601	R.C. COLLEC.-UTILITIES								
23-01516 1 FIOS0005 VERIZON - PW FIOS 0001-15	05/28- 6/27/23 PW FIOS	79.00	P	5633	06/06/23	06/06/23	06/06/23 052723		
23-01579 6 PECO0005 PECO - 99193-01204	9919301204 4/25- 5/24/23 SUMMA	124.87	P	5642	06/08/23	06/08/23	06/08/23 060623		
23-01624 1 VERIZ020 VERIZON 652-480-501-00001-24	RCSTP TOWNE DR- FIOS ONLY	61.65	P	5653	06/13/23	06/13/23	06/13/23 060623		
23-01625 1 VERIZ050 VERIZON - 7043	RCSTP TOWNE DR- PHONE ONLY	117.91	P	5654	06/13/23	06/13/23	06/13/23		
		383.43							
05-422-3700	R.C. STP-MAINT.& REPAIRS								
23-01506 1 LOWES005 LOWES BUSINESS ACCOUNT/GECF	VARIOUS PURCHASES- SEE NOTES	28.66	P	528	06/02/23	06/02/23	06/06/23 051723		
23-01559 1 LECLE005 LEC - LENNI ELECTRIC CORPORATI	RIDLEY CR-ENCASING DATA LINES	1,300.00	P	5640	06/08/23	06/08/23	06/08/23		
23-01601 1 ENVIR005 ECPC, LLC	PEST CONTROL JUNE 2023	25.00	P	5649	06/13/23	06/13/23	06/13/23 23544		
23-01601 2 ENVIR005 ECPC, LLC	PEST CONTROL JUNE 2023	25.00	P	5649	06/13/23	06/13/23	06/13/23 23549		
23-01601 3 ENVIR005 ECPC, LLC	PEST CONTROL JUNE 2023	90.00	P	5649	06/13/23	06/13/23	06/13/23 23545		
23-01604 2 HACHC005 HACH COMPANY	CABLE ASSY.AUX HALF, 9FT	213.40	P	5650	06/13/23	06/13/23	06/13/23 13602377		
		1,682.06							
05-422-3701	R.C. COLLEC.-MAINT.& REPR								
23-01525 1 ORNER005 ORNER,TRAVIS	REMOVE STEM ASH & OAK TREE	2,700.00	P	5641	06/07/23	06/07/23	06/08/23 1491		
23-01537 1 ACEDI005 ACE DISPOSAL CORPORATION	STAND BY TIME MAY2023 THORNTON	200.00	P	5637	06/08/23	06/08/23	06/08/23 191628		
23-01545 2 PIPEX005 PIPE XPRESS INC.	GREEN MARKING PAINT	75.60	P	5645	06/08/23	06/08/23	06/08/23 126388		
23-01545 4 PIPEX005 PIPE XPRESS INC.	GREEN MARKING PAINT	1.51	P	5645	06/08/23	06/08/23	06/08/23 126388		
23-01596 3 PENNS010 PENNSYLVANIA ONE CALL SYSTEM	MONTHLY ACTIVITY FEE- MAY 2023	27.25	P	5652	06/12/23	06/12/23	06/13/23 0001009276		
		3,001.34							

Account	Description				First	Rcvd	Chk/Void		P0
P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc Date	Date	Date	Invoice		Type
05-422-4500	R.C. STP-CONTRACTED SERV.								
23-01509 1 BIGFI005	BIG FISH ENVIRONMENTAL SERVICE SERVICES RE: RCSTP- MAY 2023	17,381.94	P	527	06/02/23	06/02/23	06/06/23 23-0531		
23-01511 1 SUBUR010	SUBURBAN TESTING LABS INC. LABTESTING RCSTP MAY 2023	1,800.00	P	5635	06/06/23	06/06/23	06/06/23 P3001386		
		19,181.94							
05-422-4502	R.C. SLUDGE-LAND CHESTER								
23-01503 2 CCSOL005	C.C. SOLID WASTE AUTHORITY WEEK 05/08/2023- 5/15/2023	1,257.36	P	526	06/01/23	06/01/23	06/01/23 67292		
23-01530 1 BLOSE005	BLOSENSKI DISPOSAL CO, CHARLES SWITCH 20 YD W/ LINER 053023	259.00	P	5638	06/07/23	06/07/23	06/08/23 187045		
23-01584 2 CCSOL005	C.C. SOLID WASTE AUTHORITY WEEK 05/16/2023- 05/22/2023	583.44	P	529	06/12/23	06/12/23	06/12/23 67370		
23-01587 2 CCSOL005	C.C. SOLID WASTE AUTHORITY WEEK 05/23/2023- 05/31/2023	747.24	P	529	06/12/23	06/12/23	06/12/23 67445		
23-01592 1 BLOSE005	BLOSENSKI DISPOSAL CO, CHARLES SWITCH 20 YD W/ LINER 060523	259.00	P	5648	06/12/23	06/12/23	06/13/23 187084		
		3,106.04							
05-429-3000	ADMIN.-GENERAL EXPENSE								
23-01622 2 21STC005	21ST CENT.MEDIA NEWS #884433 NOTICE-EGT SEALED BIDS RCSTPUV	563.18	P	5647	06/13/23	06/13/23	06/13/23 2476590		
05-429-3250	ADMIN.- POSTAGE								
23-01517 1 USPOS005	US POSTMASTER LATE NOTICE UTILITY BILL2Q2023	166.52	P	5636	06/06/23	06/06/23	06/06/23 060623		
	Fund Total:	57,147.92							
06-427-3250	POSTAGE								
23-01517 2 USPOS005	US POSTMASTER LATE NOTICE UTILITY BILL2Q2023	166.52	P	867	06/06/23	06/06/23	06/06/23 060623		
06-427-4500	CONTRACTED SERV.								
23-01502 1 AJBAJ005	AJB A.J. BLOSENSKI INC. RESIDENTIAL PICKUP JUNE 2023	80,993.08	P	625	06/01/23	06/01/23	06/01/23 1278956w360		
06-427-4502	LANDFILL FEES								
23-01503 1 CCSOL005	C.C. SOLID WASTE AUTHORITY WEEK 05/08/2023- 5/15/2023	7,542.61	P	626	06/01/23	06/01/23	06/01/23 67292		
23-01584 1 CCSOL005	C.C. SOLID WASTE AUTHORITY WEEK 05/16/2023- 05/22/2023	6,451.37	P	627	06/12/23	06/12/23	06/12/23 67370		
23-01587 1 CCSOL005	C.C. SOLID WASTE AUTHORITY WEEK 05/23/2023- 05/31/2023	6,276.09	P	627	06/12/23	06/12/23	06/12/23 67445		
		20,270.07							
06-427-4504	RECYCLING FEES								
23-01520 1 TOTAL010	TOTAL RECYCLE INC. RECYCLING FEES MAY 2023	4,688.96	P	866	06/06/23	06/06/23	06/06/23 14204		
	Fund Total:	106,118.63							



Account P.O. Id Item Vendor	Description Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	PO Type
07-424-3130	ENGINEERING SERVICES						
23-01576 1 PENNO005 PENNONI ASSOCIATES INC.	SERV THRU 051423 2023 GEN SERV	1,253.25	P	3425 06/08/23	06/08/23	06/08/23 1172061	
07-429-1505	RCSTP CAPITAL						
23-01548 1 EWEQU005 E&W EQUIPMENT COMPANY, LLC	UV DISINFECTION SYS PYMT- 30%	40,495.80	P	3422 06/08/23	06/08/23	06/08/23 704	
23-01573 1 PENNO005 PENNONI ASSOCIATES INC.	SERV THRU 051423 RCSTP CAU SOD	37.25	P	3425 06/08/23	06/08/23	06/08/23 1172058	
23-01575 1 PENNO005 PENNONI ASSOCIATES INC.	SERV THRU 051423 RCSTP UV REPL	5,770.00	P	3425 06/08/23	06/08/23	06/08/23 1172060	
		46,303.05					
07-429-1520	RCSTP - CAUSTIC SODA						
23-01553 1 KAPPE005 KAPPE ASSOCIATES	RC WWTP CHEMICAL STORAGE TANK	6,415.00	P	3423 06/08/23	06/08/23	06/08/23 23-276-M	
23-01554 1 LECLE005 LEC - LENNI ELECTRIC CORPORATI	RIDLEY CREEK-RAN CONDUIT	2,008.00	P	3424 06/08/23	06/08/23	06/08/23 230546	
23-01555 1 LECLE005 LEC - LENNI ELECTRIC CORPORATI	RIDLEY CR-RAN CONDUIT FOR TANK	1,352.00	P	3424 06/08/23	06/08/23	06/08/23 230545	
23-01617 1 EXETE005 EXETER SUPPLY COMPANY INC	BALL CORP STOP,BRASS THRD NIPL	450.18	P	3428 06/13/23	06/13/23	06/13/23	
		10,225.18					
07-429-6100	WEST GOSHEN CAPITAL						
23-01363 1 WESTG015 WEST GOSHEN SEWER AUTHORITY	2022 WG SEWER AUTH BOND FUND E	19,143.34	P	3426 05/18/23	05/18/23	06/12/23 EG22-B	
23-01364 1 WESTG015 WEST GOSHEN SEWER AUTHORITY	2022 WG SEWER AUTH TAPPING FEE	47,756.64	P	3427 05/18/23	05/18/23	06/12/23 EG22-T	
		66,899.98					
	Fund Total:	124,681.46					
19-409-6050	HERSHEY MILL SEWER PROJECT						
23-01493 1 WEAVE005 WEAVER MULCH LLC	20 YDS SCREENED TOPSOIL	610.00	P	28 06/01/23	06/01/23	06/01/23 590916	
23-01494 1 WEAVE005 WEAVER MULCH LLC	20 YDS SCREENED TOPSOIL	610.00	P	28 06/01/23	06/01/23	06/01/23 591059	
23-01546 1 WEAVE005 WEAVER MULCH LLC	10 YDS SCREENED TOPSOIL	305.00	P	30 06/08/23	06/08/23	06/08/23 591142	
	Tracking Id: HM SEWER Hershey's Mill Sewer Project						
23-01574 1 PENNO005 PENNONI ASSOCIATES INC.	SERV THRU 051423 HM ESTATES SE	5,164.00	P	29 06/08/23	06/08/23	06/08/23 1172059	
	Tracking Id: HM SEWER Hershey's Mill Sewer Project						
		6,689.00					
	Fund Total:	6,689.00					
Total Charged Lines: 198 Total List Amount: 1,476,997.44 Total Void Amount: 0.00							

Totals by Fund			
Fund Description	Fund	Expend Total	
GENERAL FUND	01	991,812.67	
CAPITAL FUND	03	190,547.76	
SEWER FUND	05	57,147.92	
REFUSE FUND	06	106,118.63	
MUNICIPAL AUTHORITY	07	124,681.46	EXCLUDED FROM BOARD APPROVAL
ARPA	19	6,689.00	
Total Of All Funds:		<u>1,476,997.44</u>	
		-124,681.46	
TOTAL FOR BOARD APPROVAL		1,352,315.98	

# MEMO

Date: June 9, 2023  
From: Derek Davis, Township Manager  
To: Board of Supervisors  
Re: Fire Pension Update (Ordinance No. 129-F-2023)

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As discussed at the June 6<sup>th</sup> meeting, due to the Collective Bargaining Agreement agreed to by Goshen Fire Company and its full-time paid personnel, an Act 44 DROP (Deferred Retirement Option Plan) was proposed after a cost analysis undertaken by Foster & Foster Actuaries and Consultants in cooperation with Thomas J. Anderson and Associates, Inc. This program requires an ordinance amendment required by Act 44 to the original ordinance of 1987. The proposed option is not projected to increase pension costs or liability.

An Act 44 DROP is a voluntary program that allows a participant to have their monthly pension benefit deposited in an interest-bearing DROP account while the participant continues to work in their current position and receive salary and benefits as an active employee. The proposed change would allow eligible fire employees (completing 5 years of services and attaining age 55) to participate in the Act 44 DROP for up to 36 months during which time their monthly pension benefits are placed into a separate interest-bearing DROP account. The participants have no control over their DROP funds, investments, or access to them until they retire and leave employment. After the DROP period is complete, the interest-bearing DROP account is liquidated as a lump sum or rollover less applicable taxes. Upon exiting the Drop, the retiree then begins receiving their resulting monthly pension payments paid directly to them.

The draft motion would be as follows:

**DRAFT MOTION:** Mr. Chairman, I move we pass Ordinance 129-F-2023, amending certain provisions of the pension plan for Goshen Fire Company which was established by the Board of Supervisors of East Goshen Township on May 5, 1987 by ordinance No. 78, to provide for an Act 44 Retirement Program.

**EAST GOSHEN TOWNSHIP  
CHESTER COUNTY,  
PENNSYLVANIA**

**ORDINANCE NO. 129-F-2023**

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF  
THE PENSION PLAN FOR THE GOSHEN FIRE COMPANY  
WHICH WAS ESTABLISHED BY THE BOARD OF  
SUPERVISORS OF EAST GOSHEN TOWNSHIP (THE  
"BOARD") ON MAY 5 1987 BY ORDINANCE NO. 78 AS  
AMENDED TO PROVIDE FOR AN ACT 44 RETIREMENT  
PROGRAM**

**WHEREAS**, the Township of East Goshen did, by Ordinance create a Fire Pension Plan (hereinafter, the "Fire Pension Plan"); and

**WHEREAS**, on September 18, 2009, Act 44 was approved by the Pennsylvania Legislature amending Title 53 as it relates to Municipal Pension Plans; and

**WHEREAS**, the Township, through collective bargaining negotiations with the Goshen Fire Company representing the full-time firefighters and based on an Act 205 cost study, determined it is desirable and beneficial to establish an Act 44 Retirement Program for its firefighters who meet certain eligibility requirements, and entered into a Collective Bargaining Agreement providing for such Act 44 Retirement Program; and,

**WHEREAS**, to implement the terms of the collectively bargained Act 44 Retirement Program and the other terms, it is necessary for the Township to adopt an Ordinance amending its Fire Pension Plan;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD  
OF SUPERVISORS OF THE TOWNSHIP OF EAST GOSHEN  
THAT:**

**SECTION I. Implementation of Act 44 Retirement Program**

The Fire Pension Plan is amended to add a new section establishing and implementing an Act 44 Retirement Program:

1. **Title.** This Section shall be known as the "Goshen Fire Company Act 44 Retirement Program."
2. **Definitions.** When used in this Section, the below words shall have the meaning indicated.
  - a. **"Township"** – Township of East Goshen, Chester County, Pennsylvania.
  - b. **"ACT 44 PROGRAM"** – The ACT 44 DEFERRED RETIREMENT OPTION PROGRAM referred to in the Collective Bargaining Agreement between the Goshen Fire Company Firefighters and the Township of East Goshen.
  - c. **"ACT 44 PROGRAM Account"** – Separate ledger account created to accept ACT 44 PROGRAM participants' monthly pension benefit while an ACT 44 PROGRAM participant, as well as any interest thereon.
  - d. **"DROP"** – Deferred Retirement Option Program.
  - e. **"Fund"** or **"Plan"** – the Fire Pension Plan.
  - f. **"Participant"** – a Firefighter who meets the eligibility for and has executed the proper documents for participation in ACT 44 PROGRAM and has had such application approved by the Township.
  - g. **"Firefighters"** - Firefighters of the Goshen Fire Company.
3. **Eligibility.** Eligibility for the ACT 44 PROGRAM shall be determined as follows:
  - a. Firefighters who have not retired prior to the implementation of the ACT 44 PROGRAM may enter into the ACT 44 PROGRAM on the first day of any month following the attainment of their normal retirement, age 55 and the completion of 5 years of service.
4. **Written Election.** Eligible Firefighters who wish to be Participants in the ACT 44 PROGRAM must signify that intention in writing as follows:
  - a. A Firefighter electing to participate in the ACT 44 PROGRAM must complete and execute an "ACT 44 PROGRAM Participation Election Form" prepared by the Township, which shall evidence the member's election to participate in the ACT 44 PROGRAM. The form must be signed by the Firefighter and be notarized and submitted to the Township Secretary and Goshen Fire Company. The ACT 44 PROGRAM Participation Election Form shall include



an irrevocable notice to the Township, by the Firefighter member, that the Firefighter shall resign from employment with the Goshen Fire Company effective on a specific date (the "resignation date") that is no later than thirty-six (36) months from the effective date of ACT 44 PROGRAM Election Form. A Firefighter shall cease to work as and may no longer be employed as a Firefighter on the resignation date, unless the Township properly terminates or honorably discharges the Firefighter prior to the resignation date. A participant may resign from employment while in ACT 44 PROGRAM status, which shall terminate his/her participation in the ACT 44 PROGRAM.

- b. In addition to the above information, the ACT 44 PROGRAM Participation Election Form shall also advise the employee of the following: (1) an explanation of the Participant's rights and obligations while in ACT 44 PROGRAM; (2) that, as a condition of ACT 44 PROGRAM participation, the Participant foregoes active participation in the Fire Pension Plan and foregoes any recalculation of pension benefits to include salary increases occurring after ACT 44 PROGRAM participation commences; and (3) that the ACT 44 PROGRAM Participant's service while in ACT 44 PROGRAM will not count as pension service nor will it entitle a participant to any service increment benefits to which the Participant was not entitled prior to commencing ACT 44 PROGRAM participation. An ACT 44 PROGRAM Participant must also complete any and all retirement documents required by the Fire Pension Plan Administrator, and such documents must be filed and presented to the Township for approval of retirement and payment of pension. Once an ACT 44 PROGRAM Participation Election Form has been approved by the Township, it is irrevocable. Likewise, once an ACT 44 PROGRAM Participant enters the ACT 44 PROGRAM, the Participant may not subsequently leave and then re-enter the ACT 44 PROGRAM, even if the employee separates from employment and subsequently begins employment with the Goshen Fire Company again.

5. **Benefit Calculation.** For all Pension Plan purposes, continuous service of a Firefighter participating in the ACT 44 PROGRAM shall remain as it existed on the effective date of commencement of participation in the ACT 44 PROGRAM. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Fire Pension Plan. The average monthly compensation of the Firefighter for pension calculation purposes shall remain, as it existed on the effective date of commencement of participation in the ACT 44 PROGRAM. Earnings or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Pension Plan.
6. **Accumulation of the ACT 44 PROGRAM Account.** The monthly retirement benefits that would have been payable had the Firefighter elected to cease employment and receive a normal retirement benefit, shall, upon the Firefighter commencing participation in ACT 44 PROGRAM, accumulate to the benefit of that Firefighter and be accounted for on that Firefighter's ACT 44 PROGRAM Account. Participants shall not have the option of self-directed investment of their individual ACT 44 PROGRAM Account while in the ACT 44 PROGRAM. Instead, the monies shall be invested in a fund to be identified and selected solely by the Township in accordance with applicable law so as to generate a rate of return of no less than zero percent (0%) and no more than four and a half percent (4.5%).
7. **Accrual of Non-Pension Benefits.** After a Firefighter elects to participate in the ACT 44 PROGRAM, all other contractual benefits shall continue to accrue with the exception of those provisions relating to the Fire Pension Plan.
8. **Payout.** Upon separation from employment, the ACT 44 PROGRAM payout options available to the ACT 44 PROGRAM Participant shall be as follows:
  - a. The balance of the ACT 44 PROGRAM Participant's account, less withholding taxes, if any, remitted to the Internal Revenue Service, shall be paid to the Participant or the Participant's surviving beneficiary.

- b. The balance of the ACT 44 PROGRAM Participant's account shall be paid directly to the custodian of an eligible retirement plan as defined by Internal Revenue Code Section 402(c)(8)(b), or in the case of an eligible rollover distribution to the surviving spouse of a deceased ACT 44 PROGRAM Participant, an eligible retirement plan that is an individual retirement account or an individual retirement annuity as defined by Internal Revenue Code Section 402(c)(9).
- c. If the ACT 44 PROGRAM Participant or beneficiary fails to make an election within sixty days (60) following the date of termination of ACT 44 PROGRAM participation, then the Chief Administrative Firefighter of the pension plan shall implement section 8.A. above.

9. **Service Connected Disability During ACT 44 PROGRAM.** If an ACT 44 PROGRAM Participant becomes temporarily incapacitated due to a service-connected injury during his participation in ACT 44 PROGRAM, that Firefighter shall continue to participate in the ACT 44 PROGRAM as if fully employed. The Firefighter shall receive disability pay in the same amount as disabled Firefighters that are not participating in ACT 44 PROGRAM. In no event shall a Firefighter on temporary disability have the ability to draw from his ACT 44 PROGRAM account. However, notwithstanding any other provision in this paragraph, if a Firefighter is disabled and has not returned to work as of the date of his required resignation, then such resignation shall take precedence over all other provisions herein and said Firefighter shall be required to resign. Nothing contained in this Plan shall be construed as conferring any legal rights upon any Firefighter or other person to a continuation of employment nor shall participation in the ACT 44 PROGRAM supersede or limit in any way the right of the Township to honorably discharge a Firefighter based upon an inability to perform his or her full duties as a Firefighter. If an ACT 44 PROGRAM Participant becomes eligible for a service-connected disability pension and his employment is terminated due to an inability to continue in service on grounds that render him eligible for a service-connected disability pension, the monthly normal retirement benefit of the ACT 44 PROGRAM Participant shall be reclassified as being on account of a service-connected disability. In no event shall an ACT 44 Participant's monthly retirement benefit be recalculated. The ACT 44 Participant's monthly retirement benefit shall remain 50% as calculated at the time of entry into the ACT 44.

10. **Death.** If an ACT 44 PROGRAM Participant dies, the Participant's eligibility for ACT 44 PROGRAM shall terminate upon the date of death. In such case, if the ACT 44 PROGRAM account balances have not yet been paid out, the Participant's legal beneficiary shall have the same rights and options as the Participant to withdraw/roll over the account balance.
11. **Forfeiture of Benefits.** Notwithstanding a Firefighter's status as an ACT 44 PROGRAM Participant, a current or former Participant who is convicted or pleads guilty to engaging in criminal misconduct which constitutes a "crime related to public office or public employment," as that phrase is defined in Pennsylvania's Pension Forfeiture Act, 43 P.S. §§ 1311-1314, shall forfeit his right to receive a pension, including any amounts currently deposited in the ACT 44 PROGRAM Account. In such a case, the Participant shall only be entitled to receive the contributions, if any, made by the Participant to the Fire Pension Fund, without interest.
12. **Cost of Management for ACT 44 PROGRAM.** The Firefighters and the Township agree that any costs or fees associated with the management of the ACT 44 PROGRAM accounts shall be paid directly by the Participants and each Participant's Act 44 retirement account.
13. **Amendment.** Any amendments to this ACT 44 PROGRAM Ordinance shall be consistent with the provisions covering Individual Retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future ACT 44 PROGRAM Participants and upon all ACT 44 PROGRAM Participants who have balances in their Individual Retirement option accounts. The ACT 44 PROGRAM may only be amended by a written instrument, not by any oral agreement or past practice.
14. **Construal of Provisions.** A Firefighter's election to participate in the ACT 44 PROGRAM shall in no way be construed as a limitation on the Township's right to suspend or to terminate a Firefighter for just cause or to grant the Firefighter an honorable discharge based upon a physical or mental inability to perform his or her duties.

15. **Severability.** The provisions of the ACT 44 PROGRAM shall be severable: and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the remaining provisions of the ACT 44 PROGRAM shall not be affected thereby. It is hereby expressly declared as the intent of the Township that the ACT 44 PROGRAM would have been adopted had such unconstitutional or illegal provision or provisions not been included herein.

16. **Effective Date.** The Effective Date of the ACT 44 PROGRAM shall be January 1, 2023.

**SECTION II.** All elected and appointed officials are authorized to take all action necessary to ensure the implementation and effect the purpose hereof.

**SECTION III.** Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters herein are affected.

**SECTION IV.** The provisions of this Ordinance are severable, and if any clause, sentence, subsection or section hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair or invalidate the remainder but shall be confined in its operation and application to the clause, sentence, subsection or section rendered. It is hereby declared the intent of the East Goshen Township Supervisors that this ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, subsection, or section had not been included therein.

**SECTION V.** This is effective immediately upon enactment according to law, and shall remain in effect hereafter until revised, amended, or revoked by action of the East Goshen Township Supervisors.



**ENACTED AND ORDAINED** this 20<sup>th</sup> day of June, 2023.

BOARD OF SUPERVISORS  
EAST GOSHEN TOWNSHIP

\_\_\_\_\_  
John Hertzog, Chair

\_\_\_\_\_  
Michael P. Lynch, Vice Chair

\_\_\_\_\_  
Cody Bright, Member

\_\_\_\_\_  
David E. Shuey, Member

\_\_\_\_\_  
Michele Truitt, Member

ATTEST:

\_\_\_\_\_  
Township Secretary

## **ACT 44 PLAN PARTICIPATION ELECTION FORM**

In accordance with the provisions of the ordinance governing the East Goshen township Fire Pension Plan, the undersigned hereby makes voluntary application for participation in the ACT 44 Deferred Retirement Option Plan (DROP). I hereby provide my irrevocable notice to the Township that I shall resign from employment with the Goshen fire Company effective on        /        /        (the "resignation date"), allowing for thirty-six (36) months of

Act 44 plan participation, the maximum term of participation permitted pursuant to the Collective Bargaining Agreement and the East Goshen Township ACT 44 Fire Retirement Plan Ordinance. I acknowledge that I shall cease to be employed as a Goshen Fire Company Firefighter at the conclusion on my work day on the above resignation date, unless the Fire Company properly terminates or honorably discharges me prior to the above date.

In applying to participate in DROP, I acknowledge, understand, and agree to the following:

- ☐ That in order to participate in DROP, I must be eligible for age and service retirement (completing 5 years of services and attaining age 55 and elect to defer receipt of my retirement benefit into a DROP account. For the purposes of calculating my monthly retirement benefit, the effective date of my participation shall be concurrent with my DROP retirement date of        /        /        .
- ☐ That my decision to enter the DROP and to terminate my employment as an Goshen Fire Company Firefighter is irrevocable.
- ☐ That my participation in DROP will not extend beyond 36 months from the date of entry into the program.
- ☐ That the Township shall credit my monthly DROP retirement benefit within the Fire Pension Plan, which shall be credited with interest no less than zero (0%) and no more than four and one half percent (4.5%).
- ☐ That during my participation in DROP, I will not accrue pension creditable service in the Goshen Fire Company Pension Plan, and my pensionable compensation will not be increased to reflect changes in my actual compensation which occur while I am a DROP participant.
- ☐ If a DROP participant becomes eligible for a service-connected disability pension and his employment is terminated due to an inability to continue in service on grounds that render him eligible for a service-connected disability pension, the monthly normal retirement benefit of the DROP program participant shall be reclassified as being on account of a service-connected disability. In no event shall a DROP participant's monthly retirement benefit be recalculated. The ACT 44 Participant's monthly retirement benefit shall remain 50% as calculated at the time of entry into the ACT 44 PROGRAM.

- ☐ Upon separation from employment, the ACT 44 program participant will make a written election regarding the distribution of the balance of their DROP account. If the ACT 44 program participant, or beneficiary, fails to make an election within sixty (60) days following the date of termination of the ACT 44 program participation, then the balance of the ACT 44 program participant's account, less withholding taxes, if any, remitted to the Internal Revenue Service, shall be paid to the Participant or the Participant's surviving beneficiary.
- ☐ I understand that payments from my DROP account may be subject to penalties, income tax withholding, or other withholdings or liabilities required by law.
- ☐ I understand that once I enter DROP, I may not subsequently leave and then re-enter ACT 44 DROP program, even if I separate from employment and subsequently begin employment with the Township again.
- ☐ I understand that if I die before my DROP account balances are paid in full, my DROP account balances shall be paid to my designated beneficiary. I acknowledge that this contingency applies only to the balance of my DROP account and at no time should it be construed to give the recipients any rights to any payment of the monthly pension benefit.
- ☐ DROP participant must complete any and all retirement documents required by the Pension Plan Administrator, and such documents must be filed with the Township and Goshen Fire Company for approval and processing.

ACT 44 DROP Participant Name (please print)\_\_\_\_\_

Signature\_\_\_\_\_Date \_\_\_\_\_

Sworn and subscribed to me this\_\_\_\_\_day of\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Signature

Commission Expiration Date \_\_\_\_\_

Pension Plan Administrator Signature\_\_\_\_\_Date \_\_\_\_\_

# Memo

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To: Board of Supervisors  
From: Dave Ware  
Re: June 20, 2023, Long-Range Planning Session  
Date: June 15, 2023

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## Long-Term Projections

As shown in the attached worksheet, I am projecting the Township's General Fund balance, excluding the Operating Reserve Fund, NOT to fall below 20% of revenues—the minimum required under the adopted financial policy—until 2033. When combined with the balance of the Operating Reserve, the combined fund balance will NOT fall below 25% of revenues (i.e. 5% minimum for the Operating Reserve and 20% for the General Fund) in the next ten years, although we project to run deficits beginning in 2027/2028.

To clarify, the Township's financial policy requires the Township's General Fund not to fall below 20% of annual revenues and funding of the Operating Reserve Fund at 5% of revenues.

## Summary of Forecasts of Key Economic Indicators

As summarized below, both private sector and public sector economists project the economy will begin to see inflation and wage growth fall by late 2023, continuing in 2024 and beyond.

	Final 2022	2023	2024 and beyond
Unemployment	3.7% (PNC); 3.6% (CBO)	4.5% (PNC); 4.7% (CBO)	5.3% (PNC); 4.5% (CBO)
GDP	2.0% (PNC); 2.1% (CBO)	0.2% (PNC); 0.3% (CBO)	0.1% (PNC); 2.2% (CBO)
CPI/Inflation	8.1% (PNC); 8.0% (CBO)	4.3% (PNC); 4.8% (CBO)	1.7% (PNC); 2.2% (CBO)
Wage growth	6.2% (PNC)	4.9% (PNC)	3.3% (PNC)
Home Prices (Case-Schilling)	7.9%	-11.8%	-0.1%
Interest Rates (10-year Treasuries)	2.94% (PNC)	3.58% (PNC)	3.41% (PNC)

**Sources:** PNC= *National Economic Outlook*, PNC Bank, late April 2022; CBO=Congressional Budget Office, May 2022 Forecast

## Forecasting Assumptions

Note that I have revised the 2023 forecast to reflect the following adjustments versus the Adopted Budget:

- EIT increase of 2.2%.
- A 67.6% Increase in interest income based on YTD performance.
- Building Permit decrease of 3.0%.
- Real Estate Transfer Tax decrease of 26%.
- Real Estate Property Taxes flat with budget.

- A 3% reduction in Cable Franchising fees.
- Updated costs for Milltown Pocket Park.
- Minimal anticipated 2023 General Fund costs for Milltown Dam Rehabilitation Project.
- WEGO and Fire/EMS contributions flat with Adopted Budget, but include 2022 Surplus Credit received in 2023.

Variable	2023	2024 and beyond
Inflation	3.5%	3.0%, then 2.5%
EIT	2.2%	flat
Cable Franchise	(3.0%)	(1.0%)
Police	(1.1%)	3.75%, 2.5%
Fire Company/EMS Contribution Increase	flat	2.0%
Salaries	flat	3.0%, 2.5%
Health Insurance	flat	5% (long-term average)
Pickle Ball/Tennis Courts Construction	\$42,000 (matching grant funds)	-
Ponds (funded from Infrastructure Sustainability Fund)	\$200K; Grant received for \$176K; remainder from Infrastructure Fund	Need to get updated quotes (Hershey's Mill Estates)
Milltown Pocket Park	\$37,000	In-house labor

**Points of Discussion (note some of these items are included in the forecast, while others are not)**

**Fire Company Funding—Included in forecast**

- As noted above, the forecast includes the budgeted contribution in 2023, and an additional 2.0% annually from 2024-2032, a \$10K increase each year.
- Discussion on whether this level of contribution meets Goshen's needs.

**Comp Plan—Not included in forecast**

- While not reflected in the projections, an update to the Comprehensive Plan should be targeted in 2025, should the Board wish to do so.
- Staff would need to investigate what types of grant funds are available for any of the items agreed on based on future timing.

**East Goshen Township Park Pickle Ball/Tennis Courts—Included in forecast**

The Board has approved matching funds for construction of pickle ball and tennis courts. This expense is included in the 2023 projection.

**Trail Connections, Segment B Alternate Route—Not included in forecast**

This has not been a topic of discussion this year, however, the Futurist Committee is investigating the possibility of a bridge connecting Bow Tree neighborhood to the East Goshen Wetland Walk and will share a survey performed in Bow Tree. Neither engineering nor construction costs are currently included in the projections. Would the Board consider in the 2024/2025 Budget or is this a longer time horizon? Staff would seek grant funding with limited constraints on construction and permits.

**Hershey's Mill Estates Sewer Replacement—N/A (Sewer Fund)**

This project is complete and the final payment to the contractor will likely happen in a month once Pennoni provides the go-ahead.

**Milltown Dam/Park & Milltown Park—Some included in forecast**

The Dam Project is out to bid. Although \$1.9M has been earmarked for the project from the 2017 General Obligation Bond proceeds, the most recent cost estimate indicates a price tag over \$4.8M. While EGT has secured \$915K in grants, additional money is needed to complete the original project's scope. Additionally, a Milltown Pocket Park has been engineered and \$37K of costs are included in the 2023 forecast, substantially under the original budget.

**Outlook**

The current projection takes the Township out to 2027 before realizing any General Fund deficits after implementation of the increase in 2023 Real Estate Tax Millage. Even running deficits projects the Township to fall within our internal financial guidelines for 2032 regarding reserves and balances. In addition, the Infrastructure Fund will assist offsetting storm water and retention basin/pond rehabilitation costs. At this time and with so many variables yet unknown (WEGO/Fire/EMS costs, actual CPI versus projection, Milltown Dam bids and costs, etc...), I am not forecasting an additional tax millage increase. The current projection indicates that were this necessary, it would likely be in 2031 or 2032 at the earliest. We can discuss the factors that could disrupt the current projection if desired.

# East Goshen Township

## Long Range Planning Session

For presentation to the Board of Supervisors on June 20, 2023



## General Fund: Revenue & Expense Drivers

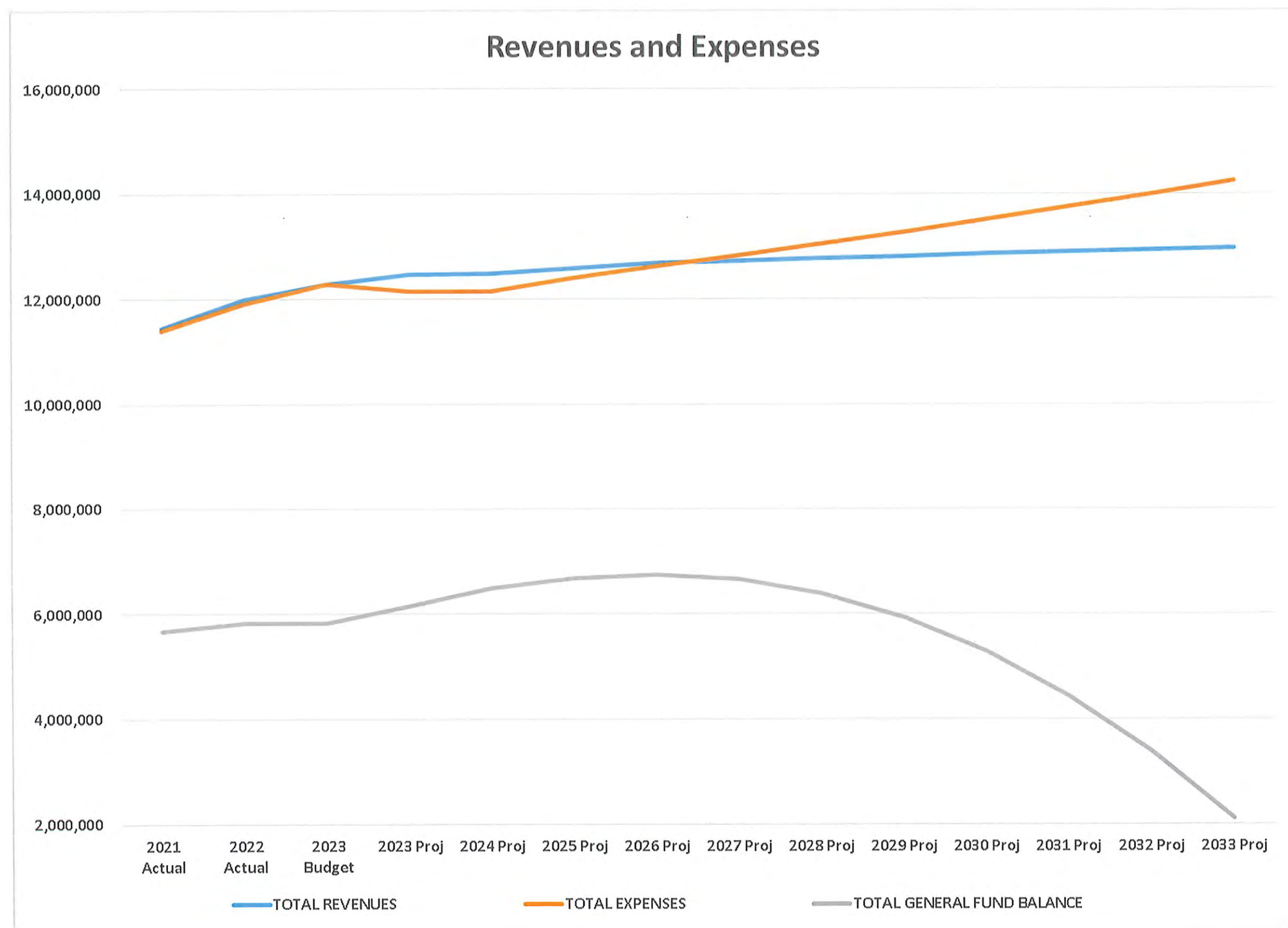
- Revenue
  - EIT in 2023 is projected 1% below 2022 and 2% above the 2023 Adopted Budget; 2024 and forward, EIT is projected flat with the 2023 Projection.
    - This could be conservative, but should be a safe floor for our largest revenue driver. Increases in future years could dramatically change the projected General Fund balance.
  - RE Property Tax and Local Services Tax is projected to be 42% higher than 2022 with the millage increase. Beyond that, it is projected flat with 2023.
  - RE Transfer Tax projects a 30.8% reduction from 2022 with home prices dropping and mortgage rates rising dramatically. It is anticipated to ramp back up over 2024 and 2025, then a flat \$775K/year after.
  - Building Permit (Public Safety) revenue is projected to decrease by 28% in 2023, then remain relatively flat.
- Expense
  - Wages projected to increase 3% in 2024, then 2.5% in 2025 and beyond.
  - WEGO projects an increase of 3.75% in 2024 and 2025, then an average of 2.5% thereafter. This will be the single largest driver of future expenses.
  - Goshen Fire, Malvern Fire, and Good Fellowship EMS contributions include a projected increase of 2.0%, or \$10K/year, annually 2024 and beyond.
  - Insurance Premiums are projected to increase 5% annually. This expense is another large future cost driver of the General Fund Balance.



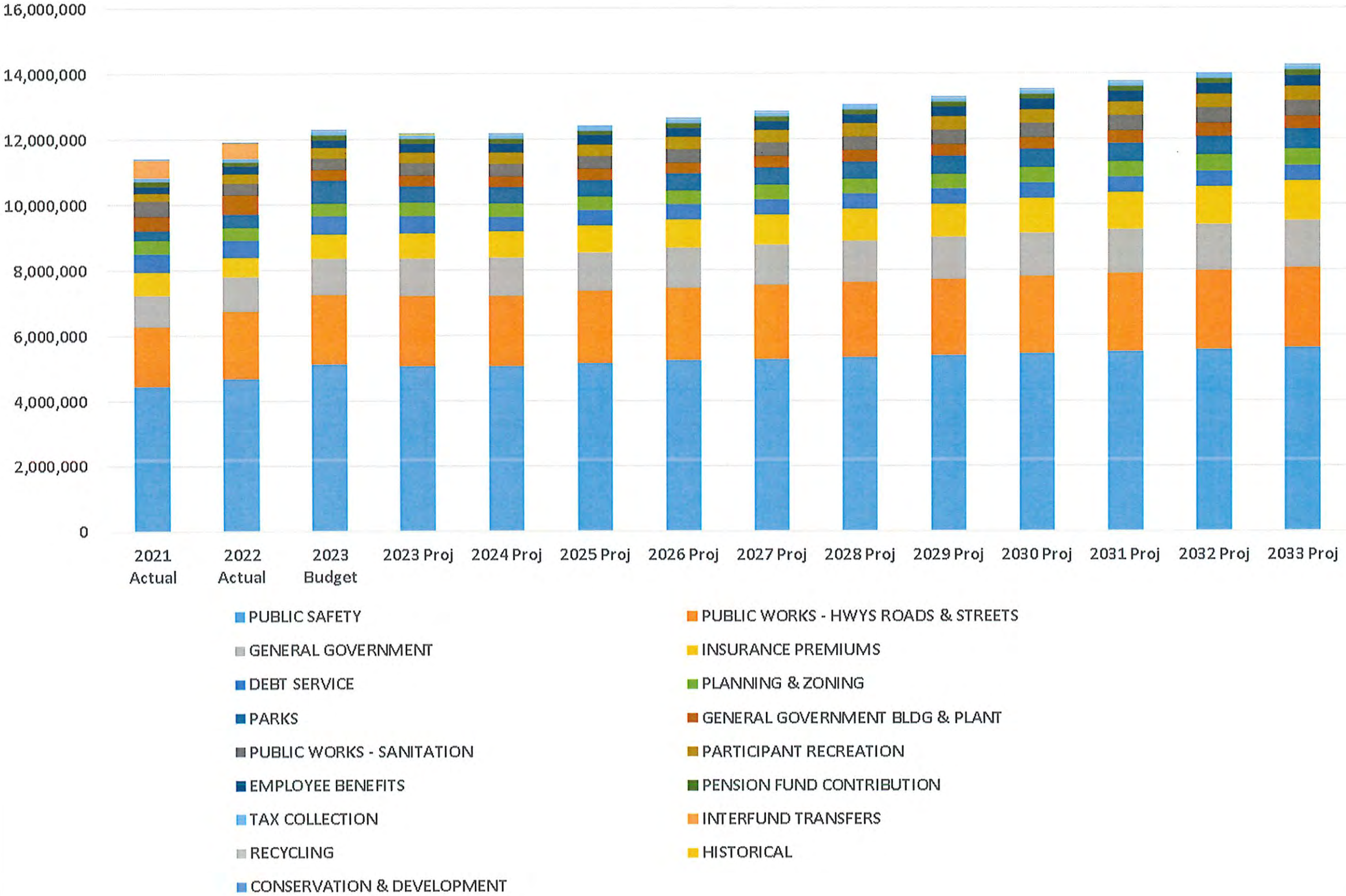
# General Fund: Long Range Plan – 10 Year Projection

	2021 Actual	2022 Actual	2023 Budget	2023 Proj	2024 Proj	2025 Proj	2026 Proj	2027 Proj	2028 Proj	2029 Proj	2030 Proj	2031 Proj	2032 Proj	2033 Proj	10 Yr Avg Growth
<b>REVENUES</b>															
LOCAL ENABLING TAXES	8,984,667	8,995,035	9,559,000	9,477,422	9,543,707	9,637,728	9,725,144	9,754,309	9,783,619	9,813,076	9,842,680	9,872,432	9,902,333	9,932,384	0.5%
LICENSE & PERMITS	440,810	425,554	441,099	427,811	425,080	420,954	416,870	412,826	408,823	404,859	400,936	397,051	393,206	389,399	-0.9%
FINES	45,121	69,505	50,000	41,202	44,117	44,249	44,381	44,515	44,650	44,786	44,924	45,064	45,204	45,346	1.0%
INTEREST EARNINGS	2,750	102,835	165,759	277,803	315,000	300,000	285,000	270,000	255,000	240,000	225,000	210,000	195,000	180,000	-4.1%
RENTS	101,273	103,066	104,898	104,898	106,768	108,675	110,621	112,605	114,630	116,694	118,800	120,949	123,140	125,375	1.8%
STATE SHARED REVENUE & ENTITLEMENT	132,289	134,604	136,250	136,900	141,900	143,400	144,900	146,400	147,900	149,400	150,900	152,400	153,900	155,400	1.3%
GENERAL GOVERNMENT	29,563	33,517	26,000	26,379	26,854	27,482	28,125	28,785	29,461	30,153	30,863	31,591	32,337	33,102	2.3%
PUBLIC SAFETY	338,687	485,063	356,200	347,530	343,804	343,804	343,804	343,804	343,804	343,804	343,804	343,804	343,804	343,804	-0.1%
HIGHWAY & STREETS	6,452	1,045	1,943	93,972	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	-9.9%
CULTURE & RECREATION	145,109	182,721	202,362	255,394	260,502	265,712	271,026	276,447	281,976	287,615	293,367	299,235	305,219	311,324	2.0%
MISCELLANEOUS REVENUE	162,702	291,531	138,157	137,831	146,007	151,360	152,378	158,421	169,615	171,089	172,600	174,148	175,736	177,363	2.6%
INTERFUND OPERATING TRANSFERS	1,064,056	1,162,528	1,097,000	1,142,899	1,131,926	1,151,841	1,169,643	1,182,766	1,201,216	1,215,003	1,234,134	1,248,619	1,263,465	1,278,683	1.1%
<b>TOTAL REVENUES</b>	<b>11,453,479</b>	<b>11,987,004</b>	<b>12,278,669</b>	<b>12,470,040</b>	<b>12,486,880</b>	<b>12,596,420</b>	<b>12,693,108</b>	<b>12,732,092</b>	<b>12,781,908</b>	<b>12,817,696</b>	<b>12,859,225</b>	<b>12,896,508</b>	<b>12,934,560</b>	<b>12,973,394</b>	<b>0.4%</b>
<b>EXPENSES</b>															
GENERAL GOVERNMENT	979,121	1,071,816	1,106,340	1,143,843	1,171,979	1,195,510	1,219,549	1,247,308	1,275,755	1,304,909	1,334,786	1,365,404	1,396,782	1,428,939	2.3%
TAX COLLECTION	119,639	119,098	120,129	116,646	122,373	122,995	123,621	124,251	124,884	125,522	126,165	126,811	127,462	128,117	1.0%
GENERAL GOVERNMENT BLDG & PLANT	451,488	599,940	319,223	323,377	331,363	337,885	344,569	351,421	358,444	365,643	373,021	380,584	388,336	396,282	2.1%
PUBLIC SAFETY	4,444,762	4,682,436	5,120,946	5,073,050	5,049,217	5,152,142	5,225,305	5,277,929	5,330,504	5,385,811	5,442,430	5,500,394	5,558,884	5,619,034	1.0%
PLANNING & ZONING	395,445	373,157	384,900	391,159	402,894	412,966	423,290	433,873	444,719	455,837	467,233	478,914	490,887	503,159	2.5%
RECYCLING	13,760	15,912	17,000	17,000	17,170	17,342	17,515	17,690	17,867	18,046	18,226	18,409	18,593	18,779	1.0%
PUBLIC WORKS - SANITATION	469,210	351,289	353,982	377,007	385,642	395,283	405,165	415,294	425,677	436,319	447,227	458,407	469,867	481,614	2.5%
PUBLIC WORKS - HWYS ROADS & STREETS	1,812,565	2,045,762	2,114,784	2,142,806	2,166,015	2,195,027	2,224,765	2,255,247	2,286,490	2,318,515	2,351,340	2,384,986	2,419,473	2,454,822	1.4%
PARTICIPANT RECREATION	215,389	296,126	324,360	342,998	353,288	362,120	371,173	380,452	389,963	399,712	409,705	419,948	430,447	441,208	2.5%
PARKS	304,147	410,528	708,086	509,851	491,117	501,645	512,436	523,497	534,834	546,455	558,366	570,576	583,090	595,917	1.6%
CONSERVATION & DEVELOPMENT	471	2,241	4,000	4,828	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	-5.9%
HISTORICAL	914	2,328	3,300	3,190	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	-5.3%
DEBT SERVICE	576,090	550,077	548,789	549,097	461,400	465,000	463,400	461,700	464,475	461,600	462,725	461,775	465,525	463,825	-1.5%
PENSION FUND CONTRIBUTION	136,373	132,827	141,100	141,100	145,000	146,500	148,000	149,500	151,000	152,500	154,000	155,500	157,000	158,500	1.2%
INSURANCE PREMIUMS	701,393	573,834	750,959	751,016	788,567	827,995	869,395	912,865	958,508	1,006,433	1,056,755	1,109,593	1,165,073	1,223,326	5.0%
EMPLOYEE BENEFITS	213,833	223,966	260,770	260,227	259,830	266,026	272,376	278,886	285,558	292,397	299,407	306,592	313,957	321,506	2.1%
INTERFUND TRANSFERS	554,822	450,580	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTAL EXPENSES</b>	<b>11,389,421</b>	<b>11,901,916</b>	<b>12,278,669</b>	<b>12,147,194</b>	<b>12,149,354</b>	<b>12,401,937</b>	<b>12,624,060</b>	<b>12,833,412</b>	<b>13,052,181</b>	<b>13,273,200</b>	<b>13,504,887</b>	<b>13,741,393</b>	<b>13,988,875</b>	<b>14,238,528</b>	<b>1.6%</b>
<b>NET RESULTS FROM OPERATIONS</b>	<b>64,058</b>	<b>85,088</b>	<b>0</b>	<b>322,846</b>	<b>337,526</b>	<b>194,484</b>	<b>69,048</b>	<b>(101,320)</b>	<b>(270,273)</b>	<b>(455,504)</b>	<b>(645,662)</b>	<b>(844,884)</b>	<b>(1,054,315)</b>	<b>(1,265,134)</b>	
ENDING GENERAL FUND BALANCE				6,152,001	6,489,527	6,684,010	6,753,058	6,651,738	6,381,465	5,925,961	5,280,298	4,435,414	3,381,099	2,115,965	
ENDING GENERAL FUND & OPERATING RESERVE BALANCE				7,827,001	8,248,527	8,523,010	8,668,058	8,638,738	8,436,465	8,044,961	7,459,298	6,670,414	5,668,099	4,450,965	
ENDING FUND BALANCE AS % OF REVENUE				49.3%	52.0%	53.1%	53.2%	52.2%	49.9%	46.2%	41.1%	34.4%	26.1%	16.3%	
ENDING GENERAL FUND & OPERATING RESERVE BALANCE AS % OF REVENUE				62.8%	66.1%	67.7%	68.3%	67.9%	66.0%	62.8%	58.0%	51.7%	43.8%	34.3%	

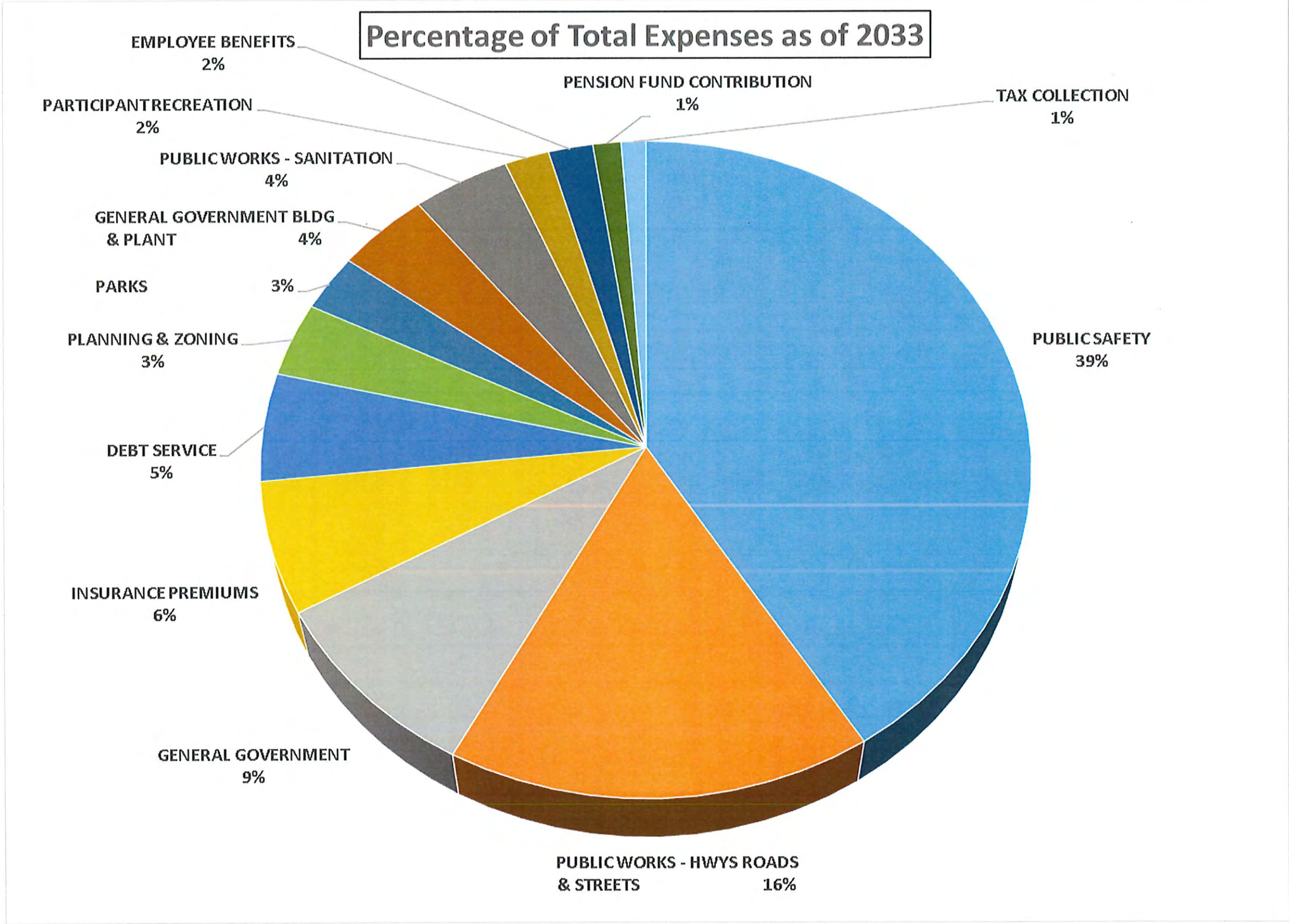




Expense Categories





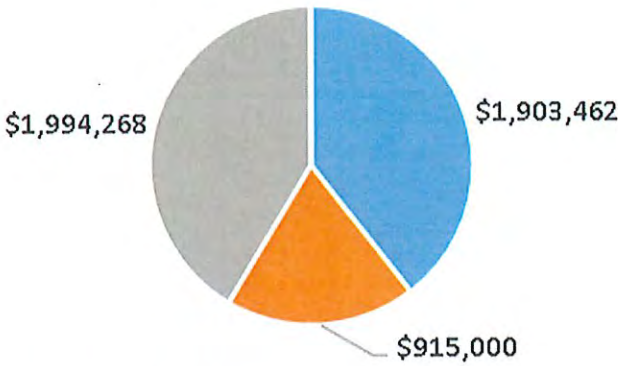




# Milltown Dam Rehabilitation Project: Source of Funds

Total	\$	4,812,730
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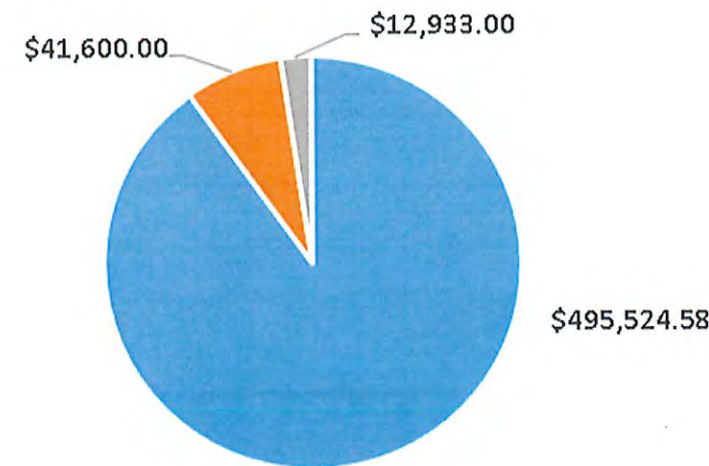
Budget Amount



- Original Bond Allocation
- Grants Awarded \*(assumes all are extended)
- Other/Undetermined

Total	\$	550,058
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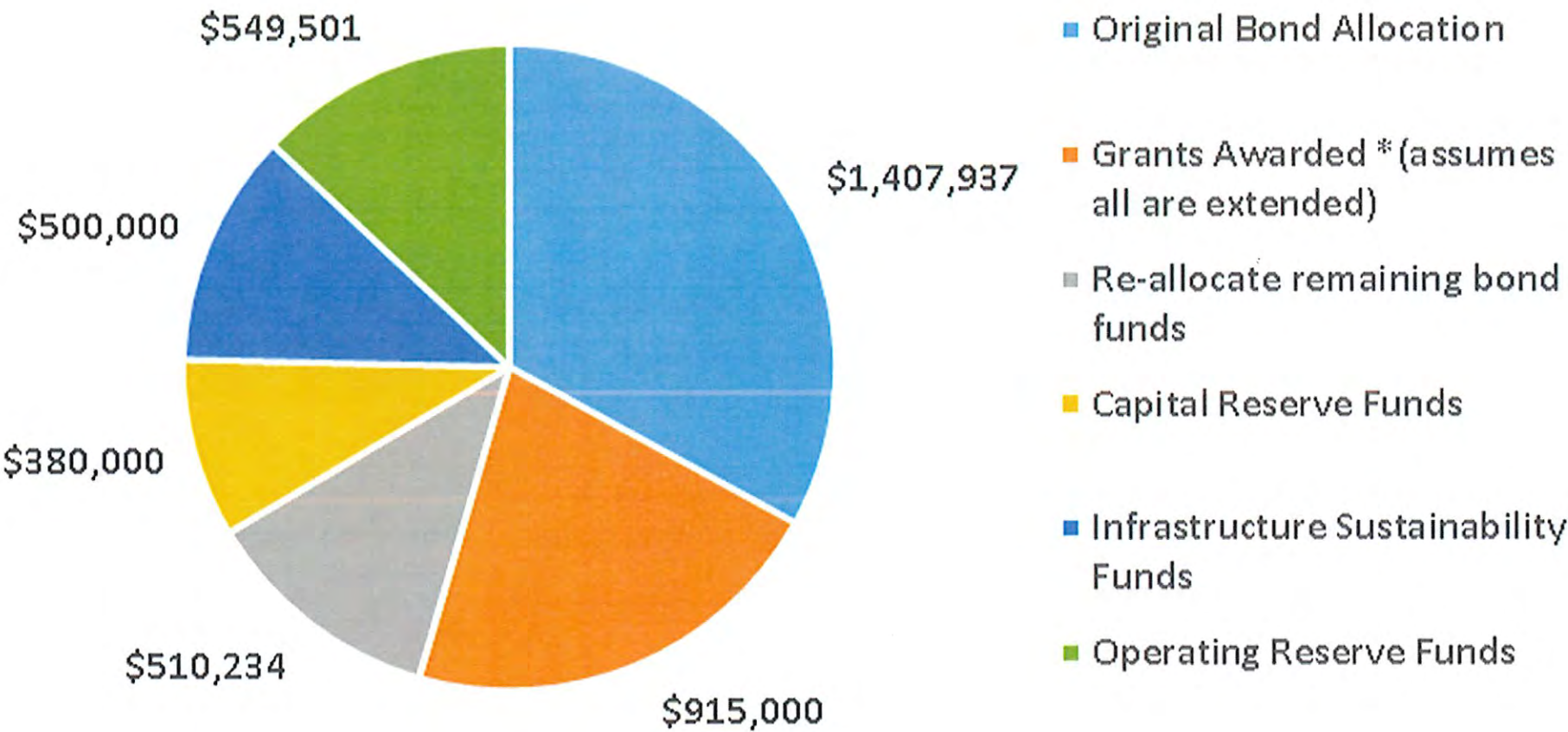
Paid Amount



- Original Bond Allocation
- Capital Reserve Funds
- General Fund

Total	\$	4,262,673
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Budget remaining (Suggested)



- Original Bond Allocation
- Grants Awarded \*(assumes all are extended)
- Re-allocate remaining bond funds
- Capital Reserve Funds
- Infrastructure Sustainability Funds
- Operating Reserve Funds

# Bow Tree Survey

East Goshen Township

Futurists Committee

May 2023



## Survey Overview

The East Goshen Futurist Committee resident survey in the spring of 2022 indicated that 73% of Township residents favored adding Park and Neighborhood connector paths. The Committee is now reviewing various options and would like to gauge individual neighborhood interest. Bow Tree is a large Township neighborhood without a safe connection to the Parks or other neighborhoods. The following survey will help gauge resident interest in connectors from Bow Tree:

Two connectors are tentatively being explored by the Futurists. The normal Board of Supervisors budgetary process and public input are required before any project can proceed

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132 Responses to the Survey were generated in two weeks of time with overwhelming support of safely connecting



# Proposed connections



A protected barrier for pedestrian accommodation along the shoulder on N. Chester Road (352) between Bow Tree Drive and the Blacksmith Shop



An extension of the wooden bridge/boardwalk from the blacksmith shop area to the township-owned open space on Eldridge Dr.



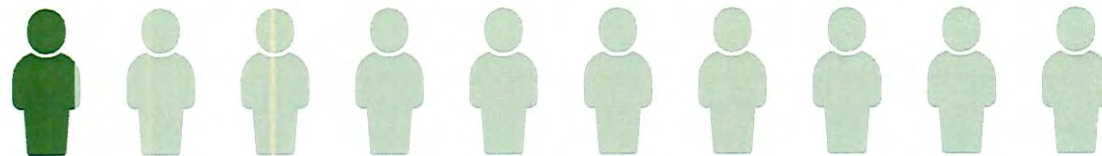
Are you in favor of safely connecting Bow Tree to the East Goshen Township Wetland Walk and Park Trails?

93%



Yes

6%

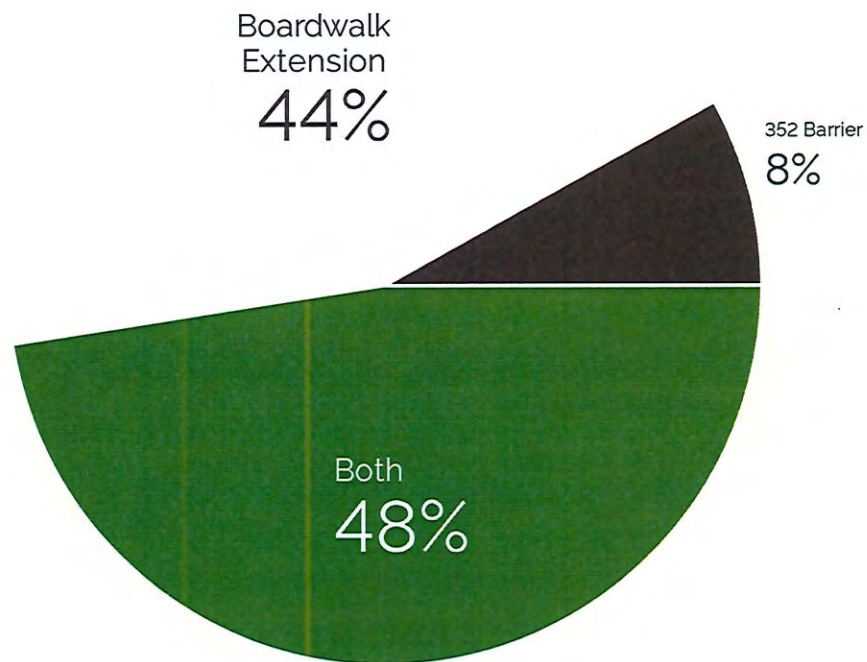


No

## Would you like to comment on why you chose No?

- This doesn't feel like the biggest priority at the moment
- I do not want non Bow Tree residents to have access to the development.
- Possible increase crime, trash, traffic, etc. Our home is directly across from the bridge and we are very against this. For Bow Tree residents, a walkway along 352 near traffic would be more dangerous than walking through the neighborhood where the speed limit is 25 mph. Also, I don't want to encourage non-residents to park in Bow Tree to enter the trail on Bow Tree Drive nor create a trail for the public to enter the neighborhood.
- I live next door to the open space. Building a bridge will increase traffic, congestion, illegal parking, litter, nuisance noise, vandalism. There are many young children here who would be at risk because of the above. Years ago I agreed to let EGT take part of my property to create the 352 easement and would be fine with a protective guard rail, similar to the one at the Boot Road bridge near Clocktower.
- Our home is adjacent to the open space. My concern is that it could bring about parking, trash, safety issues for the many small children who live close to the lot. The area is also prone to flooding . Presently. Too many drivers exceed the posted speed signs and this in itself is a true danger. I would support a guard rail along The 352 easement.

Of the respondents that said yes, which do you prefer?



# Would you like to add additional comments about which you prefer and why? (part 1)

Sooo excited about this proposal! Love love love. Thank you for keeping our kids safe.

Going through the open space seems like a much safer option for kids.

Thank you for doing this! That shoulder of 352 isn't safe for pedestrians or children on bikes. The boardwalk extension is a terrific alternative. Thanks, again.

One for biking, one for walking

Access from Bow Tree would be very convenient.

While priority should be given to the boardwalk connection, adding a barrier on the shoulder of 352 would allow bicyclists to safely access East Goshen Elementary school.

I think they are both great options. I like the boardwalk connection best, but the barrier idea is good and simple as well. I have been saying how great of an idea this would be for years. Glad it might be coming to fruition.

people fly up/down 352. i wouldn't feel safe walking even with a concrete barrier. pending cost, a board extension would be excellent

I am strongly in favor of either solution but a barrier would also allow kids to ride their bikes

# Would you like to add additional comments about which you prefer and why? (part 2)

My kids would be thrilled for a walk way! Thank you!

I think a barrier along 352 is better then extending the boardwalk. The boardwalk will negatively effect the wildlife that live in the open space and the area floods often I would fight extending the boardwalk.

It seems safer for kids rather than walking on 352

Feel more comfortable with the kids going to the wetland area but also respect homeowners neighboring that area may not prefer.

Both sound great!!

Prefer boardwalk connection so children do not need to exit neighborhood onto busy 352

One for walking the other is needed on 352 for biking - we have been wanting this for 20 years!

Both would be very much welcome!!! I live right across the street from the open field (1643 Eldridge) and I can tell you many children and pre-teens are unsafely crossing this creek regularly. Not only would we welcome these areas being more accessible to us and therefore us being able to enjoy our beautiful parks more, but I also believe it would increase the safety for all our bow tree families. Thank you for your interest in our opinions - we very much appreciate the opportunity to share our thoughts!

As long as it connects through the open space on Eldridge and not in someone's back yard.

The bridge is safer.

# Would you like to add additional comments about which you prefer and why? (part 3)

I prefer the connection to the open space on Eldridge so pedestrians are better protected against traffic, however I would not want to see a large portion of the trees there cleared. I hope that connection could be made possible with minimal loss of the tree line.

People drive very fast on 352. A bridge connection to the boardwalk is a great option for our neighborhood.

I prefer the road version so you can walk or bike to the park. I don't like the bridge just ending in the middle of the lot on Eldridge.

I hope both happen! Thank you!

I prefer the boardwalk extension but would hope it wouldn't require clearing out many trees. That area is home to a good amount of wildlife.

Boardwalk makes much more sense. I asked about it years ago.

We live on Eldridge Drive right across from the open field. It would be very helpful to be able to access all the paths and park area on the other side of the creek without having to walk next to the cars going 50+mph on route 352.

Boardwalk extension would be a more aesthetic option both from a those using it and viewing it. Also removes having to go out on the road.

While the boardwalk would be a beautiful transition to the park. I do consider the neighbors who will have the added traffic between their homes. Also, I and my kids also ride our bikes to the park (Wawa) so I think there should be a safe road solution through that area as the cars just fly down 352.

Connectors should be both pedestrian and bicycle friendly. It would be great to have a connected bicycle trail that also connects or gives bicyclist space to ride to East goshen Park.

My friend who lives next to the open space on Eldridge is extremely concerned about a lot of folks parking cars in front of their house to access the wetlands walk.

We need safe access to the park avoiding North Chester Road, however, safe access to East Goshen Elementary School along the road is a significant need also.

# Would you like to add additional comments about which you prefer and why? (part 4)

I think a connector bridge on Eldridge lot would become a hangout - probably would not be lit so kids would congregate there

More convenient access for those living at New Kent. Better for the environment and wildlife. Less disruption of the woods and water.

No area is safe along 352, especially with the increase in semi trucks traffic.

Safer for younger children.

I think the boardwalk option is the safest option for pedestrians

Prefer the boardwalk option. I would be okay with the protected barrier option if offered.

I wouldn't think it would be fair to the homes abutting and around the Eldridge Dr Open Space to have that foot traffic between or near their houses but you should specifically survey them

This is a much safer path away from traffic

#2 is much safer

I feel that both options would provide safe pedestrian pathways for citizens of all ages, and especially for children. If the community were limited by resources and/or financial means, I would opt for the boardwalk extension over the striped shoulder of 352 /N. Chester Road. Thank you.

# Memorandum

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

---

Date: 6-15-20223  
To: Board of Supervisors  
From: Duane J. Brady Sr., Township Zoning Officer  
Re: SWM O&M Agreement / 1712 East Boot Road

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement for 1712 East Boot Road. The Property owner, Traverse Investment Partners LP, for a new single-family dwelling with a total of 8,224 square feet of new impervious surface. The stormwater management system was reviewed and approved by the Township Engineer.

**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 deck located at 1712 East Boot Road.

Thank you.



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



## **ORDINANCE APPENDIX E**

# **STORMWATER BEST MANAGEMENT PRACTICES AND CONVEYANCES OPERATION AND MAINTENANCE AGREEMENT**

**Prepared by/Return to:**

Kristin S. Camp, Esquire  
118 W. Market Street, Suite 300  
West Chester, PA 19382

UPI No. - 53-4-132.1

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

**THIS AGREEMENT**, made and entered into this 31st day of May,  
2023, by and between Traverse Investment Partners, LP,  
(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 10987 and Page 1688, having a UPI No. of 53-4-132.1 (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 identified 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 Grading / E&S / SWM & O&M Plan,

Dated 1/31/2023 Last revised 1/31/2023.

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.

5. The Township intends to inspect the BMP(s) and Conveyance(s) a minimum of once every two (2) years to determine if they continue to function as required and designed. The Landowner shall reimburse the Township for the cost of the inspection which cost shall be established by resolution of the Board of Supervisors.

6. 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 BMP or Conveyance that is constructed as part of the approved O&M Plan;
- b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into a BMP or conveyance that would limit or alter the functioning of the BMP or Conveyance;
- c. Allow the BMP or Conveyance to exist in a condition which does not conform to the approved O&M 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 BMP or Conveyance.

7. In the event that the Landowner fails to operate and maintain the BMP(s) and conveyance(s) as shown on the O&M Plan in good working order acceptable to the Township, the Landowner shall be in violation of this Agreement and the 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 BMP(s) and Conveyance(s). It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.

8. In the event that 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 enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

9. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMP(s) and Conveyance(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.

10. The Landowner, for itself and its executors, administrators, assigns, heirs, and other successors in interest, hereby releases and shall release the Township's employees, its agents and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees, agents or representatives arising out of the construction, presence, existence, or maintenance of the BMP(s) and Conveyance(s) 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 any threatened claim, suit, action or proceeding against the Township, or, at the request of the Township, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Township. If any judgment or claims against the Township's 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 attorneys, regarding said damages, judgments or claims.

11. 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.

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

13. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s) 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 components of this Agreement.

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

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

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

**LANDOWNER**

  
\_\_\_\_\_  
Witness

BY:   
\_\_\_\_\_  
Name: Thomas GM Bentley, President  
Traverse Investment Partners, LP

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Name:

Attest:

**TOWNSHIP**

EAST GOSHEN TOWNSHIP

\_\_\_\_\_  
Louis F. Smith, Secretary

BY: \_\_\_\_\_  
Chairman  
Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER

On this, the 31st day of May, 2023, before me, the undersigned officer,  
Thomas GM Bentley, President  
personally appeared Traverse Investment Partners, LP, 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.

Melissa Williams  
Notary Public

My Commission Expires: June 22, 2026

Commonwealth of Pennsylvania - Notary Seal  
MELISSA WILLIAMS, Notary Public  
Chester County  
My Commission Expires June 22, 2026  
Commission Number 1420162

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, 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.

---

Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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.

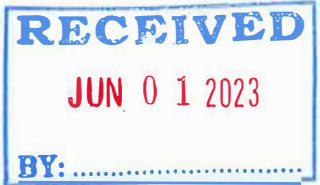
**WITNESS** my hand and official seal the day and year aforesaid.

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Notary Public

My Commission Expires:

1712 E. Boat Road



**EAST GOSHEN TOWNSHIP**

**Storm water Management Operation and Maintenance Agreement  
Approval and Recording Process**

Upon Submission of a storm water management application, which requires an Operation and Maintenance Agreement; the following approval and recording processes will be followed.

**Approval Process:**

The Storm water management plan and application shall be reviewed and approved by the Township. This review can take weeks depending on the complexity of the project. Upon approval of the SWM Application a SWM Operation and Maintenance agreement shall be recorded.

**The agreement shall:**

1. Be signed by all owners of the property.
  - a. All Names must be written out completely as they appear on the deed for the property
2. Have all signatures witnessed and notarized
  - a. A notarization for every signature
3. Be returned to the Township for approval by the Board of Supervisors at a public meeting
4. Once the agreement is signed by the Chairman of the Board, the agreement will be returned to the property owner or their representative for recording along with the SWM Plan.

**Recording Process:**

1. The entire agreement and the entire plan must be recorded at the Chester County Recorder of Deeds Office.  
Chester County Recorder of Deeds  
313 W. Market Street, Suite 3302  
West Chester, PA 19382
2. Provide your own self-addressed stamped envelope (large) with enough postage for all the documents to be returned to you.
3. The date of the agreement must be the same as the date of the first signature on the agreement.
4. The recorder's office only accepts cash or business checks. A business check must have the Business Name and LLC, Inc., LP, etc., or it won't be accepted.
5. Bring a second copy of the signed agreement so the recorder can time stamp that copy.
6. Provide a time stamped copy of page one of the agreement to East Goshen Township.
7. Provide proof of recording to the Township (payment receipt).
8. The Township will issue the appropriate permits to begin work will upon proof of recording.

**\* PERMITS WILL NOT BE ISSUED UNTIL THE AGREEMENT IS RECORDED.**

**\*\* THIS PROCESS CAN TAKE SEVERAL WEEKS DEPENDING ON THE COMPLEXITY OF THE PROJECT.**



**EAST GOSHEN TOWNSHIP**  
**STORMWATER MANAGEMENT PERMIT APPLICATION**

1580 PAOLI PIKE WEST CHESTER, PA 19380-6199

PHONE (610)-692-610-692-7171

FAX (610)-692-8950

[www.eastgoshen.org](http://www.eastgoshen.org)

Date: 2/17/2023 Tax Parcel No.: 53 - 4-132.1

Property Owner: Traverse Investment Partners, LP

Property Address: 1712 E Boot Road

Telephone Number: 484-678-3046 Fax Number: 610-840-2084

Email Address: scott.w.emerson@gmail.com

Contractor Name: Clovelly, Ltd. Email Address: jdahme@bentleyhomes.com

Telephone Number: 610-840-2083 Fax Number: 610-840-2084

Area of Lot (square feet): 90,082 Area of proposed new impervious coverage (square feet): 8,224

Area of impervious coverage (square feet) added to the property since 10/22/2003: -4,133 exist

Cumulative area of impervious coverage (area added since 10/22/2003 + proposed area): 8,224

**ALL NEW IMPERVIOUS COVERAGE PROPOSED SHALL REQUIRE STORMWATER MANAGEMENT FACILITIES TO MANAGE THE INCREASED STORMWATER AS PER §195 OF THE TOWNSHIP CODE ADOPTED ON 19 NOVEMBER 2013 AND EFFECTIVE ON JANUARY 1, 2014.**

**IMPERVIOUS COVERAGE IS: BUILDING ADDITIONS, DRIVEWAYS, PATIOS, DECKS, SHEDS, ETC.**

**DESIGN CRITERIA:**

Is the cumulative area of impervious coverage (Noted Above) greater than 2,000 square feet?

- ☐ No Go to Step One  
☒ Yes Go to Step Six

Step One: Is the new impervious coverage a result of a new storage shed to be placed on the property with an area of 240 sq. ft. or less?

- ☐ No Go to Step Two.  
☐ Yes The storm water from this area of new impervious coverage shall be managed on site by the use of a stone base, a minimum of 6" deep, which extends at least one foot from the structures' drip edges. (*See attached detail; A.4*)

Step Two: Is the increase in impervious coverage a result of a new deck?

- ☐ No Go to Step Three.  
☐ Yes The storm water from this new impervious coverage can be managed on site with the use of a stormwater management feature such as those shown in **Fig. A.3. or A.5.**

Step Three: Is the new (proposed) impervious coverage greater than 500 square feet?

- ☐ No Go to Step Four.  
☐ Yes Go to Step Five.

East Goshen Township Stormwater Management Application

**Step Four: On site storm water management can be done without the consultation of an engineer.**

**(Impervious Cover is less than 500 sq. ft.)**

An infiltration trench, of the size specified by the township is required for this project (*see Fig. A.3*). The applicant shall prepare and submit a plot plan (sketch) of the property indicating the location of the project and the location of the infiltration trench. A permit fee will be charged to the applicant for inspections required for the storm water facility.

**Step Five: Simplified Approach (impervious coverage is greater than 500 sq ft.)**

An infiltration trench, of the size specified, is required to manage stormwater from the new proposed impervious cover associated with this project (*see Fig. A.3*). The applicant shall prepare and submit plans and documents as identified in **Appendix A** of the Stormwater Management Ordinance. A permit fee will be charged to the applicant for inspections required for the storm water facility. **Submit the "Stormwater management practices operation, maintenance and inspection plan agreement" with your application (Separate Document, must be Signed and Notarized).** This agreement and the plans for the stormwater facility shall be recorded with the Chester County Recorder of Deeds. All costs associated with recording will be the responsibility of the property owner.

**Step Six: (impervious coverage is greater than 2,000 sq ft.)**

A full stormwater drainage plan and calculations shall be required as per Article 4 of the Stormwater Management Ordinance. The applicant is responsible for establishing an escrow account with the Township in the amount of \$2,000 to cover the cost of the plan review and any special inspections required for the project.

**NOTE: APPLICATION MUST BE SIGNED BY THE PROPERTY OWNER AND CONTRACTOR.**


**Stormwater management permits are subject to applicable fees, payable at the time of issue.**

We hereby acknowledge that we have read this application and state that the information provided is correct and agree to maintain the stormwater system and comply with all provisions of the East Goshen Township Stormwater Management Ordinance applicable to this stormwater management system and the property.

  
\_\_\_\_\_  
Signature of Property Owner

2/17/2023

Date

  
\_\_\_\_\_  
Signature of Contractor

2/17/2023

Date

**APPLICATION IS INCOMPLETE IF NOT SIGNED BY THE PROPERTY OWNER AND CONTRACTOR**

# Memorandum

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

---

Date: 6-15-20223  
To: Board of Supervisors  
From: Duane J. Brady Sr., Township Zoning Officer  
Re: SWM O&M Agreement / 1741 Towne Drive

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement for 1741 Towne Drive. The Property owner, Lionel & Laura Vargas, for a new in-ground pool with a total of 1,462 square feet of new impervious surface. The stormwater management system was reviewed and approved by the Township Engineer.

**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 deck located at 1741 Towne Drive.

Thank you.



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

## **ORDINANCE APPENDIX E**

### **STORMWATER BEST MANAGEMENT PRACTICES AND CONVEYANCES OPERATION AND MAINTENANCE AGREEMENT**

UPI No. \_\_\_\_\_

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

THIS AGREEMENT, made and entered into this 25 day of MARCH,  
2023, by and between LIONEL VARGAS + LAURA VARGAS,  
(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 9807 and Page 175, having a UPI No. of \_\_\_\_\_  
(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 identified 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 \_\_\_\_\_

Dated \_\_\_\_\_ Last revised \_\_\_\_\_

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.



5. The Township intends to inspect the BMP(s) and Conveyance(s) a minimum of once every two (2) years to determine if they continue to function as required and designed. The Landowner shall reimburse the Township for the cost of the inspection which cost shall be established by resolution of the Board of Supervisors.

6. 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 BMP or Conveyance that is constructed as part of the approved O&M Plan;
- b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into a BMP or conveyance that would limit or alter the functioning of the BMP or Conveyance;
- c. Allow the BMP or Conveyance to exist in a condition which does not conform to the approved O&M 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 BMP or Conveyance.

7. In the event that the Landowner fails to operate and maintain the BMP(s) and conveyance(s) as shown on the O&M Plan in good working order acceptable to the Township, the Landowner shall be in violation of this Agreement and the 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 BMP(s) and Conveyance(s). It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.

8. In the event that 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 enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

9. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMP(s) and Conveyance(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.

10. The Landowner, for itself and its executors, administrators, assigns, heirs, and other successors in interest, hereby releases and shall release the Township's employees, its agents and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees, agents or representatives arising out of the construction, presence, existence, or maintenance of the BMP(s) and Conveyance(s) 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 any threatened claim, suit, action or proceeding against the Township, or, at the request of the Township, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Township. If any judgment or claims against the Township's 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 attorneys, regarding said damages, judgments or claims.

11. 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.

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

13. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s) 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 components of this Agreement.

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

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

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

LANDOWNER

Witness JODIE YOUNG

BY: LIONEL VARGAS  
Name:

Witness JODIE YOUNG

BY: LAURA VARGAS  
Name:

Attest:

TOWNSHIP

EAST GOSHEN TOWNSHIP

Derek Davis, Secretary

BY: \_\_\_\_\_  
Chairman  
Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CHESTER

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS

25<sup>th</sup> DAY OF MARCH 2023

Commonwealth of Pennsylvania - Notary Seal  
CLAUDINE SPIRON, Notary Public  
Chester County  
My Commission Expires February 15, 2024  
Commission Number 1239864

Claudine Spiron

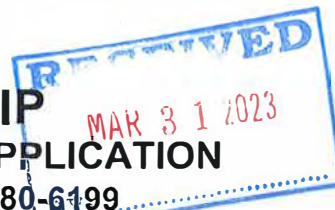


# EAST GOSHEN TOWNSHIP STORMWATER MANAGEMENT PERMIT APPLICATION

1580 PAOLI PIKE WEST CHESTER, PA 19380-6199

PHONE (610)-692-610-692-7171 FAX (610)-692-8950

[www.eastgoshen.org](http://www.eastgoshen.org)



Date: 3/29/23 Tax Parcel No.: 53 - 4-471

Property Owner: Lionel & Laura Vargas

Property Address: 1741 Towne Drive, West Chester PA 19380

Telephone Number: 484-947-8778 Fax Number: \_\_\_\_\_

Email Address: Lionel.vargas@hotmail.com

Contractor Name: Great Valley Landscaping Inc. Email Address: john@gvlp.com

Telephone Number: 610-1837-2642 Fax Number: \_\_\_\_\_

Area of Lot (square feet) 27,250 Area of proposed new impervious coverage (square feet) 1462

Area of impervious coverage (square feet) added to the property since 10/22/2003: 375

Cumulative area of impervious coverage (area added since 10/22/2003 + proposed area): 1837

**ALL NEW IMPERVIOUS COVERAGE PROPOSED SHALL REQUIRE STORMWATER MANAGEMENT FACILITIES TO MANAGE THE INCREASED STORMWATER AS PER §195 OF THE TOWNSHIP CODE ADOPTED ON 19 NOVEMBER 2013 AND EFFECTIVE ON JANUARY 1, 2014.**

**IMPERVIOUS COVERAGE IS: BUILDING ADDITIONS, DRIVEWAYS, PATIOS, DECKS, SHEDS, ETC.**

## DESIGN CRITERIA:

Is the cumulative area of impervious coverage (Noted Above) greater than 2,000 square feet?

- ☒ No Go to Step One  
☐ Yes Go to Step Six

Step One: Is the new impervious coverage a result of a new storage shed to be placed on the property with an area of 240 sq. ft. or less?

- ☒ No Go to Step Two.  
☐ Yes The storm water from this area of new impervious coverage shall be managed on site by the use of a stone base, a minimum of 6" deep, which extends at least one foot from the structures' drip edges. (*See attached detail; A.4*)

Step Two: Is the increase in impervious coverage a result of a new deck?

- ☒ No Go to Step Three.  
☐ Yes The storm water from this new impervious coverage can be managed on site with the use of a stormwater management feature such as those shown in **Fig. A.3. or A.5.**

Step Three: Is the new (proposed) impervious coverage greater than 500 square feet?

- ☐ No Go to Step Four.  
☒ Yes Go to Step Five.

**Step Four: On site storm water management can be done without the consultation of an engineer.  
(Impervious Cover is less than 500 sq. ft.)**

An infiltration trench, of the size specified by the township is required for this project (**see Fig. A.3**). The applicant shall prepare and submit a plot plan (sketch) of the property indicating the location of the project and the location of the infiltration trench. A permit fee will be charged to the applicant for inspections required for the storm water facility.

**Step Five: Simplified Approach (impervious coverage is greater than 500 sq ft.)**

An infiltration trench, of the size specified, is required to manage stormwater from the new proposed impervious cover associated with this project (**see Fig. A.3**). The applicant shall prepare and submit plans and documents as identified in **Appendix A** of the Stormwater Management Ordinance. A permit fee will be charged to the applicant for inspections required for the storm water facility. **Submit the "Stormwater management practices operation, maintenance and inspection plan agreement" with your application (Separate Document, must be Signed and Notarized). This agreement and the plans for the stormwater facility shall be recorded with the Chester County Recorder of Deeds. All costs associated with recording will be the responsibility of the property owner.**

**Step Six: (impervious coverage is greater than 2,000 sq ft.)**

A full stormwater drainage plan and calculations shall be required as per Article 4 of the Stormwater Management Ordinance. The applicant is responsible for establishing an escrow account with the Township in the amount of \$2,000 to cover the cost of the plan review and any special inspections required for the project.

**NOTE: APPLICATION MUST BE SIGNED BY THE PROPERTY OWNER AND CONTRACTOR.**

**Stormwater management permits are subject to applicable fees, payable at the time of issue.**

We hereby acknowledge that we have read this application and state that the information provided is correct and agree to maintain the stormwater system and comply with all provisions of the East Goshen Township Stormwater Management Ordinance applicable to this stormwater management system and the property.

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

**APPLICATION IS INCOMPLETE IF NOT SIGNED BY THE PROPERTY OWNER AND CONTRACTOR**

# Memorandum

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

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Date: 6-15-20223  
To: Board of Supervisors  
From: Duane J. Brady Sr., Township Zoning Officer  
Re: SWM O&M Agreement / 640 Marydell Drive

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement for 640 Marydell Drive. The Property owner, Todd Cavalcanto, is a new deck with a total of 532 square feet of new impervious surface. The stormwater management system was reviewed and approved by the Township Staff.

**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 deck located at 640 Marydell Drive.

Thank you.



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



UPI No. 53-4K-23

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

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Todd D. Cavalcante, (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 \_\_\_\_\_ and Page \_\_\_\_\_ having a UPI number of \_\_\_\_\_ (hereinafter "Property"); and

**WHEREAS**, the Landowner recognizes that the Stormwater Management Facility located on the Property at: 640 Maryland Dr. West Chester, PA 19380

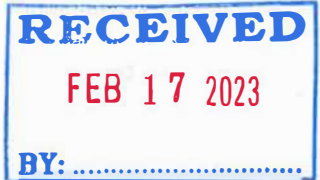
(address of Property where the Stormwater Management Facility is located) must be inspected and maintained; and

**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.





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 or, at the request of the Township, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of 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.

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER

SS

;

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, 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.

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Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER

ss

:

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 and official seal the day and year aforesaid.

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Notary Public

My Commission Expires:



**EAST GOSHEN TOWNSHIP**  
**STORMWATER MANAGEMENT PERMIT APPLICATION**  
1580 PAOLI PIKE WEST CHESTER, PA 19380-6199  
PHONE (610)-692-610-692-7171 FAX (610)-692-8950

Date: 02-17-23 Tax Parcel No.: 53 -

Property Owner: Todd D. Cavalcante

Property Address: 640 Maydell Drive West Chester

Telephone Number: 484-431-5861 Fax Number: \_\_\_\_\_

Email Address: Todd.cavalcante@me.com

Contractor Name: John D King Email Address: Kingviewcarpentry@gmail.com

Telephone Number: 610-636-1214 Fax Number: \_\_\_\_\_

Area of Lot (square feet): 32706 Area of proposed new impervious coverage (square feet): 532 SF  
490 sq ft

Area of impervious coverage (square feet) added to the property since 10/22/2003: \_\_\_\_\_

Cumulative area of impervious coverage (area added since 10/22/2003 + proposed area): \_\_\_\_\_

**ALL NEW IMPERVIOUS COVERAGE PROPOSED SHALL REQUIRE STORMWATER MANAGEMENT FACILITIES TO MANAGE THE INCREASED STORMWATER AS PER §195 OF THE TOWNSHIP CODE ADOPTED ON 19 NOVEMBER 2013 AND EFFECTIVE ON JANUARY 1, 2014.**

**IMPERVIOUS COVERAGE IS: BUILDING ADDITIONS, DRIVEWAYS, PATIOS, DECKS, SHEDS, ETC.**

**DESIGN CRITERIA:**

Is the cumulative area of impervious coverage (Noted Above) greater than 2,000 square feet?

- ☒ No Go to Step One  
☐ Yes Go to Step Six

Step One: Is the new impervious coverage a result of a new storage shed to be placed on the property with an area of 240 sq. ft. or less?

- ☒ No Go to Step Two.  
☐ Yes The storm water from this area of new impervious coverage shall be managed on site by the use of a stone base, a minimum of 6" deep, which extends at least one foot from the structures' drip edges. (**See attached detail; A.4**)

Step Two: Is the increase in impervious coverage a result of a new deck?

- ☐ No Go to Step Three.  
☒ Yes The storm water from this new impervious coverage can be managed on site with the use of a stormwater management feature such as those shown in **Fig. A.3. or A.5.**

Step Three: Is the new (proposed) impervious coverage greater than 500 square feet?

- ☒ No Go to Step Four.  
☐ Yes Go to Step Five.

# Memorandum

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

---

Date: 6-15-20223  
To: Board of Supervisors  
From: Duane J. Brady Sr., Township Zoning Officer  
Re: SWM O&M Agreement / 980 Hershey Mill Road

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement for 980 Hershey Mill Road. The Property owners, Mary Remer and Carolyn Garson, are performing renovations to the whole house and adding accessory building with a total of 10,847 square feet of new impervious surface. The stormwater management system was reviewed and approved by the Township Engineer.

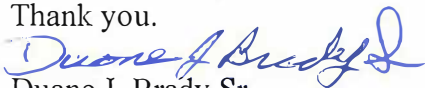
**Recommendation:**

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 renovations and accessory building located at 980 Hershey Mill Road.

Thank you.



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

UPI No. 53-1-18.3



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

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Mary Remer and Carolyn Garson, (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 9273 and Page 2124, having a UPI No. of 53-1-18.3 (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 identified 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 Grading Permit Plan - 980 Hershey Mill Road (9 sheets) ,

Dated 09/03/2021 Last revised 06/07/2022 .

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.



5. The Township intends to inspect the BMP(s) and Conveyance(s) a minimum of once every two (2) years to determine if they continue to function as required and designed. The Landowner shall reimburse the Township for the cost of the inspection which cost shall be established by resolution of the Board of Supervisors.

6. 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 BMP or Conveyance that is constructed as part of the approved O&M Plan;
- b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into a BMP or conveyance that would limit or alter the functioning of the BMP or Conveyance;
- c. Allow the BMP or Conveyance to exist in a condition which does not conform to the approved O&M 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 BMP or Conveyance.

7. In the event that the Landowner fails to operate and maintain the BMP(s) and conveyance(s) as shown on the O&M Plan in good working order acceptable to the Township, the Landowner shall be in violation of this Agreement and the 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 BMP(s) and Conveyance(s). It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.

8. In the event that 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 enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.



9. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMP(s) and Conveyance(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.

10. The Landowner, for itself and its executors, administrators, assigns, heirs, and other successors in interest, hereby releases and shall release the Township's employees, its agents and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees, agents or representatives arising out of the construction, presence, existence, or maintenance of the BMP(s) and Conveyance(s) 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 any threatened claim, suit, action or proceeding against the Township, or, at the request of the Township, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Township. If any judgment or claims against the Township's 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 attorneys, regarding said damages, judgments or claims.

11. 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.

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

13. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s) 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 components of this Agreement.

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

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

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

**LANDOWNER**

  
Witness

BY:   
Name: Carolyn Garson

  
Witness

BY:   
Name: Mary Remer

**TOWNSHIP**

EAST GOSHEN TOWNSHIP

Attest:

\_\_\_\_\_  
Derek Davis, Secretary

BY: \_\_\_\_\_  
Chairman  
Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER

:

On this, the 4 day of April, 2023, before me, the undersigned officer, personally appeared Carolyn L. Garton & Mary Remer, 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.

  
Notary Public

My Commission Expires: 11/19/2024

Commonwealth of Pennsylvania - Notary Seal  
Lindsey S. Ellingsworth, Notary Public  
Chester County  
My commission expires November 19, 2024  
Commission number 1272927  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER

:

On this, the \_\_\_\_\_ 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.

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

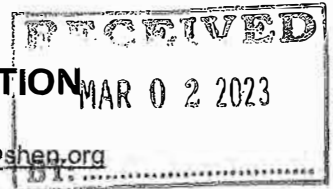
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Notary Public

My Commission Expires:



**EAST GOSHEN TOWNSHIP**  
**STORMWATER MANAGEMENT PERMIT APPLICATION**  
1580 PAOLI PIKE WEST CHESTER, PA 19380-6199  
PHONE (610)-692-610-692-7171 FAX (610)-692-8950 [www.eastgoshen.org](http://www.eastgoshen.org)



Date: 2/8/2023 Tax Parcel No.: 53 - \_\_\_\_\_

Property Owner: Carolyn Garson & Mary Remer

Property Address: 980 Hershey Mill Road

Telephone Number: 610-331-4038 Fax Number: \_\_\_\_\_

Email Address: CGarson@whatagooddoginc.com

Contractor Name: E.C. Trehevey Builders Email Address: ectbuilders@comcast.net

Telephone Number: 610-581-3657 Fax Number: 484-593-0335

Area of Lot (square feet): 1,528,651 Area of proposed new impervious coverage (square feet): 10,847

Area of impervious coverage (square feet) added to the property since 10/22/2003: 0

Cumulative area of impervious coverage (area added since 10/22/2003 + proposed area): 10,847

**ALL NEW IMPERVIOUS COVERAGE PROPOSED SHALL REQUIRE STORMWATER MANAGEMENT FACILITIES TO MANAGE THE INCREASED STORMWATER AS PER §195 OF THE TOWNSHIP CODE ADOPTED ON 19 NOVEMBER 2013 AND EFFECTIVE ON JANUARY 1, 2014.**

**IMPERVIOUS COVERAGE IS: BUILDING ADDITIONS, DRIVEWAYS, PATIOS, DECKS, SHEDS, ETC.**

**DESIGN CRITERIA:**

Is the cumulative area of impervious coverage (Noted Above) greater than 2,000 square feet?

- ☐ No Go to Step One  
☒ Yes Go to Step Six

**Step One: Is the new impervious coverage a result of a new storage shed to be placed on the property with an area of 240 sq. ft. or less?**

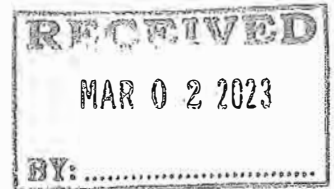
- ☐ No Go to Step Two.  
☐ Yes The storm water from this area of new impervious coverage shall be managed on site by the use of a stone base, a minimum of 6" deep, which extends at least one foot from the structures' drip edges. (*See attached detail; A.4*)

**Step Two: Is the increase in impervious coverage a result of a new deck?**

- ☐ No Go to Step Three.  
☐ Yes The storm water from this new impervious coverage can be managed on site with the use of a stormwater management feature such as those shown in **Fig. A.3. or A.5.**

**Step Three: Is the new (proposed) impervious coverage greater than 500 square feet?**

- ☐ No Go to Step Four.  
☐ Yes Go to Step Five.



East Goshen Township Stormwater Management Application

**Step Four: On site storm water management can be done without the consultation of an engineer.  
(Impervious Cover is less than 500 sq. ft.)**

An infiltration trench, of the size specified by the township is required for this project (**see Fig. A.3**). The applicant shall prepare and submit a plot plan (sketch) of the property indicating the location of the project and the location of the infiltration trench. A permit fee will be charged to the applicant for inspections required for the storm water facility.

**Step Five: Simplified Approach (impervious coverage is greater than 500 sq ft.)**

An infiltration trench, of the size specified, is required to manage stormwater from the new proposed impervious cover associated with this project (**see Fig. A.3**). The applicant shall prepare and submit plans and documents as identified in **Appendix A** of the Stormwater Management Ordinance. A permit fee will be charged to the applicant for inspections required for the storm water facility. **Submit the "Stormwater management practices operation, maintenance and inspection plan agreement" with your application (Separate Document, must be Signed and Notarized). This agreement and the plans for the stormwater facility shall be recorded with the Chester County Recorder of Deeds. All costs associated with recording will be the responsibility of the property owner.**

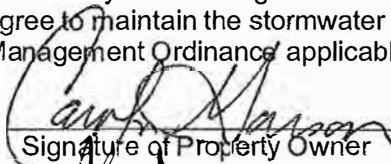
**Step Six: (impervious coverage is greater than 2,000 sq ft.)**

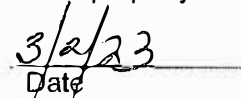
A full stormwater drainage plan and calculations shall be required as per Article 4 of the Stormwater Management Ordinance. The applicant is responsible for establishing an escrow account with the Township in the amount of \$2,000 to cover the cost of the plan review and any special inspections required for the project.

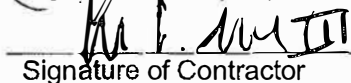
**NOTE: APPLICATION MUST BE SIGNED BY THE PROPERTY OWNER AND CONTRACTOR.**

**Stormwater management permits are subject to applicable fees, payable at the time of issue.**

We hereby acknowledge that we have read this application and state that the information provided is correct and agree to maintain the stormwater system and comply with all provisions of the East Goshen Township Stormwater Management Ordinance applicable to this stormwater management system and the property.

  
\_\_\_\_\_  
Signature of Property Owner

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Contractor

  
\_\_\_\_\_  
Date

**APPLICATION IS INCOMPLETE IF NOT SIGNED BY THE PROPERTY OWNER AND CONTRACTOR**

East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

Voice: 610-692-7171

Fax: 610-692-8950

E-mail: [dbrady@eastgoshen.org](mailto:dbrady@eastgoshen.org)

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Date: 2-2-2023

To: Board of Supervisors

From: Duane J. Brady Sr., Township Zoning Officer

**Re: Zoning Hearing Board Application (Dimensional Variance)  
1425 Cooper Circle/Simches**

Dear Board Members,

**The Planning Commission will review this application on June 27, 2023. To meet the Zoning Hearing Board 60-day deadline. This application had to come to the Board of Supervisors first. Also, the first Board of Supervisors meeting in July was cancelled due to the Fourth of July holiday.**

The Township has received a Zoning Hearing Board application from Tyler Simches for a dimensional variance for the property at 1425 Cooper Circle West Chester, PA 19380. The application is proposing to replace an existing shed with a new shed that is 28 square feet larger on the property. The property is in the Township's R-2 Zoning District, which otherwise requires a rear-yard setback of 50 feet. The Zoning Ordinance's Accessory Uses Section (240-32P. (1)(a) requires a max shed size of 120 square feet.

The property is in an existing subdivision (Rockland Village SD, R-2 Planned Residential) which has a rear property setback line of 35 feet. The property is a corner lot and uniquely shaped with a very small rear yard. The existing shed is an existing non-conforming because of the shed size (14' X10') 140 square feet. The Township Zoning Ordinance Article VII. Nonconforming Uses, Section 240-40 Alteration, enlargement, restoration, and use of nonconformities. Part B. # 3 alteration and enlargement does allow for enlargement by complying with the setback requirement or be variance granted by the Zoning Hearing Board.

The owner is planning to install the new shed to allow for more storage and because the old shed is not on a proper foundation and is rotting.

Sincerely,



Duane J. Brady Sr.

East Goshen Township  
Zoning Officer

**BOARD OF SUPERVISORS  
EAST GOSHEN TOWNSHIP  
CHESTER COUNTY  
1580 PAOLI PIKE, WEST CHESTER, PA 19380  
(610) 692-7171  
[codes@eastgoshen.org](mailto:codes@eastgoshen.org)**

**ZONING VARIANCE APPLICATION CHECKLIST**

**Date:** May 22, 2023  
**To:** Zoning Hearing Board  
**From:** Duane J. Brady Sr., Zoning Officer  
**Re:** 1425 Cooper Circle/Dimensional Variance for shed

Dear Board,

The Township staff has received a Dimensional Variance application for 1425 Cooper Circle, for a shed. The proposal is to replace an existing storage shed. The application has been reviewed for completeness and was accepted by Township Staff on May 22, 2023.

**General Property Information Required:**

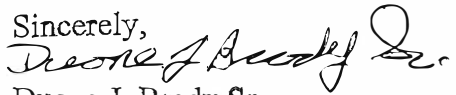
1. Property address: 1425 Cooper Circle West Chester, PA 19380.
2. Owner of the property and for how long: Tyler & Samantha Simches – 6 years.
3. Is someone representing the owner; by what authority: The owner will be representing himself at the hearing.
4. Zoning district of the property and allowed requirements: R-2 Zoning / Shed are allowed by accessory use. The property is located in the Rockland Village SD, R-2 Planned Residential which required a 35-foot rear setback.
5. Size, shape, and dimensions of property: Property is 0.5774 Acres/ 25152 sq. ft. in size. A plot plan is provided for shape and dimensions. The max shed size is 120 sq. ft. for this size property.
6. Current use of property, Rental or Owner Occupied: Single Family Residential – Owner Occupied.
7. Structures that are presently on the property: Single Family Home and existing shed.
8. Structure's location on the property: As shown on attached Plot Plan.
9. Structures when were they built or placed on the property: The Township has no record of when the shed was installed.
10. What are adjacent properties being used for: Single Family Residential Properties.
11. What are the specific provisions of the zoning ordinance from which variance relief is being requested:
  - a. Zoning Ordinance Section 240-32 Accessory uses Part P. Storage sheds and accessory buildings, Letter A. On lots of one acre or less, a maximum of one storage shed of a maximum floor area of 120 square feet and a maximum height of 12 feet at its highest point may be placed or erected within the required side and/or rear yards of the property.



- b. Zoning Ordinance Section 240-9 R-2 Low Density Residential District Part G Lot area, width, building coverage, height, and yard regulations. The following requirements apply to each use in the R-2 District, subject to further applicable provisions of this chapter: All other uses Minimum rear yard setback.

12. What hardship is claimed to be caused by the ordinance provision: The property is a corner lot and uniquely shaped with a very small rear yard. The shed is too small for storing mower, weights, snowblower and other gear and toys.

Sincerely,



Duane J. Brady Sr.  
East Goshen Township  
Zoning Officer

**EAST GOSHEN TOWNSHIP  
ZONING HEARING BOARD APPLICATION**

1580 PAOLI PIKE WEST CHESTER, PA 19380-6199  
PHONE (610)-692-7171 FAX (610)-692-8950



Name of Applicant: Tyler Simches

Applicant Address: 1425 Cooper Circle  
West Chester PA, 19380

Telephone Number: (484) 319-7626 Email: tylersimches@yahoo.com

Email Address: tylersimches@yahoo.com

Property Address: 1425 Cooper Circle  
West Chester PA, 19380

Tax Parcel Number: 53-4P-163 Zoning District: R2 Acreage: 0.58

**Purpose of Application (check one)**

- ☒ Variance ( Type: ☐ Use Variance ☒ Dimensional Variance)  
☐ Special Exception  
☐ Appeal determination of the Zoning Officer  
☐ Other \_\_\_\_\_

**Sections of Zoning Ordinance in which relief is sought:**

240-32 Section T Storage Sheds Accessibility

Line 1 Sub line A

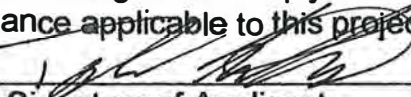
**Description of the Zoning Relief requested and the future use of the property:**

The Existing shed is not properly installed on a slab or stone bed. It is old, rotting, and an eye sore  
We have a new shed already that is 28sqft bigger then the old shed. We want to install it at a different  
location on the property. It will be used to store our mower, snowblower, weights, and things during win

**Description of the Hardship:**

As described above the new shed is already purchased and awaiting delivery. The hardship and reason a  
larger shed is needed is my mower and weights do not fit in the existing shed. The cannot even fit thru  
the door as they are too wide. Just these 2 items are taking up 80-100sqft of my garage making it so we  
can only fit one car. Then adding in the snowblower, sports gear, large childrens toys the current shed  
is already too small.

We hereby acknowledge that we have read this application and state that the above is correct and agree to comply with all provisions of the East Goshen Township Zoning Ordinance applicable to this project and property.

  
Signature of Applicant

4/24/23  
Date

**\*Please review the formal application and review procedures on page three.**



COUNTY OF CHESTER  
PENNSYLVANIA



Map Created:  
Wednesday, May 17, 2023

County of Chester



**Limitations of Liability and Use:**  
County of Chester, Pennsylvania makes no claims to the completeness, accuracy, or content of any data contained herein, and makes no representation of any kind, including, but not limited to, the warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied or inferred with respect to the information or data furnished herein. For information on data sources visit the GIS Services page listed at [www.chesco.org/gis](http://www.chesco.org/gis).





OLD shed.





### **12 X 14 REFURNISHED QUAKER**

Color.... Light Gray Vinyl

Trim....White

Roof....Charcoal Gray

**Price: \$6,320 Less 20%= \$5,055**

(Plus Tax and Delivery)

*Features Include:*

**6' Double Fiberglass Doors**

**2-18x27 Windows**

**2 Pairs of Black RP Shutters**

**Gable Vents**

**Painted Interior**

**To get a quote, please email us at [info@mysheds.com](mailto:info@mysheds.com), or give us a call at (610) 593-7700.**





**B. Nonconforming structures.**

- (1) Continuation. Any lawful nonconforming structure existing on the effective date of this chapter, or subsequent amendments, or rendered nonconforming by this chapter, may continue to exist and be used. Such structures shall not further deviate from the provisions of this chapter, except as explicitly provided herein.
- (2) Restoration. Any lawful nonconforming structure which has been involuntarily damaged by fire, explosion, flood or similar cause or legally condemned as unsafe, may be restored or reconstructed within the limits of the existing foundation or footprint as the damaged structure, provided that:
  - (a) The restored or reconstructed structure shall not exceed its original dimensions.
  - (b) Restoration or reconstruction shall commence within one year from the date of damage, destruction or condemnation, and shall be completed within one year of the date of the commencement of such work.
- (3) **Alteration and enlargement.**
  - (a) Any lawful nonconforming structure existing on the effective date of this chapter, or subsequent amendments, or rendered nonconforming by this chapter, may be altered or enlarged, provided that such alteration or enlargement conforms to all of the lot area, width, building coverage, height and yard regulations and design standards of the zoning district in which it is located. For example, if a structure is nonconforming by virtue of its encroachment into the front yard setback, it may be altered or enlarged so long as the enlargement conforms to the front yard setback. If the new addition or enlargement cannot meet the required front yard setback, it shall not be permitted unless, upon application, the Zoning Hearing Board grants a variance.
  - (b) If a nonconforming structure is used or occupied by a nonconforming use, any alteration or enlargement of the structure shall be in compliance with the limitations of Subsection C.



