

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
1580 Paoli Pike, 2nd Floor
Tuesday, May 21, 2024
7:00 PM

To Join Zoom Meeting:

Link: <https://us02web.zoom.us/j/83617625745>

Dial In Number: 1 929 205 6099

Meeting ID: 836 1762 5745

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 after the May 7th meeting to discuss a real estate matter.
 - b. The board met in executive session prior to this board meeting to discuss personnel & real estate matters.
 5. Public Comment (7:10 PM to 7:15 PM)
 6. Emergency Services Reports (7:15 AM to 7:25 PM)
 - a. WEGO – Chief Brenda Bernot
 - b. [Goshen Fire Co – April 2024](#)
 - c. [Malvern Fire Co – April 2024](#)
 - d. [Good Fellowship – April 2024](#)
 7. Public Hearings – None
 8. [Financial Report – As of April 30, 2024 \(7:25 Pm to 7:30 PM\)](#)
 9. Approval of Minutes and Treasurer's Report (7:30 PM to 7:35 PM)
 - a. [Minutes – April 16, 2024](#)
 - b. [Treasurer's Report – May 2, 2024 to May 16, 2024](#)
 10. Old Business
 11. New Business
 - a. [Discussion on trash and recycling contract for 2025. \(7:35 PM to 7:50 PM\)](#)
 - b. [3rd escrow release for Applebrook Maintenance Area. \(7:50 PM to 7:55 PM \)](#)
 - c. [Escrow release for 706 Hemlock Hill Lane. \(7:55 PM to 8:00 PM\)](#)

- d. Stormwater O&M Agreement – 1680 Hunters Circle. (8:00 PM to 8:05 PM)
 - e. Resolution 2024-07 Disposal of Records/Documents. (8:05 PM to 8:10 PM)
- 12. Standing Issues/Projects (8:10 PM to 8:15 PM)
 - a. Milltown Dam Project
- 13. Any Other Matter
- 14. Public Comment (8:15 PM to 8:30 PM)
- 15. Liaison Reports
- 16. Correspondence, Reports of Interest.
- 17. Adjournment (8:30 PM)

GOSHEN FIRE COMPANY
April 2024
MONTHLY OPERATIONS REPORT
FOR FIRE, EMS AND FIRE POLICE



MONTHLY SUMMARY

April was a little slower than previous months but YTD fire calls are running 10% above 2023 and EMS calls are running 7% above 2023.

Through April, Automatic Alarms account for 40% of YTD fire responses.

The Mother's Day Flower Sale this past weekend was a success – we sold out of flowers early Sunday afternoon. Many thanks to the volunteer team that plans and executes our Flower Sales.

Serious Incidents		
511 W. Market St – West Chester Boro	Building Fire	04/22
264 Chatham Way – East Goshen	Rescue / Impalement	04/22
326 N. Walnut St – West Chester Boro	Smoke in the Building	04/24
201 W. Market St. West Chester Boro	Elevator Rescue (11 persons)	04/24
1424 Ship Rd – West Whiteland	House Fire	04/28

Current and Upcoming Events	
Mother's Day Flower Sale – Boot Rd Station	May 10,11,12

YEAR TO DATE SUMMARY

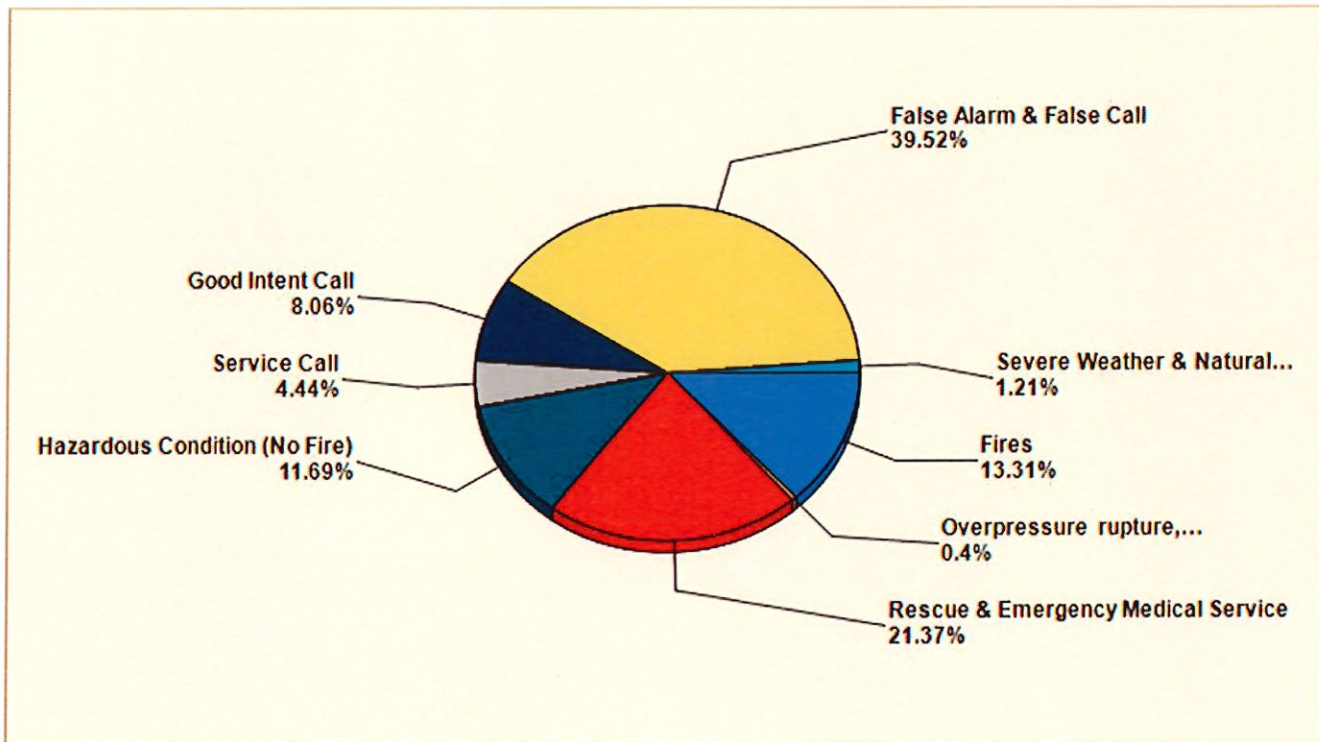
Fire Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2024 Responses	YTD 2024 Manhours	YTD 2023 Responses	YOY Variance
East Goshen	17	34	102	309	94	9%
West Goshen	18	38	59	166	67	-12%
Westtown	5	8	31	108	17	82%
Willistown	1	0	17	41	10	70%
Other	9	40	23	84	23	0%
Total - Fire	50	120	232	708	211	10%
Fire Police Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2024 Responses	YTD 2024 Manhours	YTD 2023 Responses	YOY Variance
East Goshen	4	3	36	76	30	20%
West Goshen	7	15	37	106	41	-10%
Westtown	4	7	24	57	21	14%
Willistown	0	0	9	26	15	-40%
Other	7	25	17	56	22	-23%
Total - Fire Police	22	50	123	321	129	-5%
EMS Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2024 Responses	YTD 2024 Manhours	YTD 2023 Responses	YOY Variance
East Goshen	176	279	749	1231	704	6%
West Goshen	120	170	547	806	549	0%
Westtown	25	40	130	213	134	-3%
Willistown	26	51	125	234	86	45%
Other	19	18	79	77	57	39%
Total - EMS	366	558	1630	2561	1530	7%
Total Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2024 Responses	YTD 2024 Manhours	YTD 2023 Responses	YOY Variance
East Goshen	197	316	887	1616	828	7%
West Goshen	145	223	643	1078	657	-2%
Westtown	34	55	185	378	172	8%
Willistown	27	51	151	301	111	36%
Other	35	83	119	217	102	17%
Total - Goshen Fire Company	438	728	1985	3590	1870	6%

Fire Response Data

Calls by Township - Month

ZONE	INCIDENT COUNT	MAN-HOURS
01 - West Chester Borough	5	23:37
41 - West Whiteland Township	2	10:40
42 - East Whiteland Township	1	2:28
52 - West Goshen Township- Goshen Fire	18	37:41
52 - West Goshen Township- West Chester Fire	1	3:02
53 - East Goshen Township- Goshen Fire	17	34:27
54 - Willistown Township - Goshen Fire	1	0:00
67 - Westtown Township - Goshen Fire	5	7:50
TOTAL	50	119:46

Calls by Category - Month



Fire Response Data

Calls by Incident Type

INCIDENT TYPE	# Incidents	% of Total
111 - Building fire	4	8%
113 - Cooking fire, confined to container	1	2%
150 - Outside rubbish fire, other	1	2%
162 - Outside equipment fire	1	2%
311 - Medical assist, assist EMS crew	1	2%
322 - Motor vehicle accident with injuries	2	4%
350 - Extrication, rescue, other	1	2%
353 - Removal of victim(s) from stalled elevator	1	2%
412 - Gas leak (natural gas or LPG)	3	6%
440 - Electrical wiring/equipment problem, other	1	2%
441 - Heat from short circuit (wiring), defective/worn	1	2%
444 - Power line down	1	2%
445 - Arcing, shorted electrical equipment	1	2%
511 - Lock-out	1	2%
551 - Assist police or other governmental agency	1	2%
651 - Smoke scare, odor of smoke	4	8%
671 - HazMat release investigation w/no HazMat	1	2%
735 - Alarm system sounded due to malfunction	1	2%
736 - CO detector activation due to malfunction	1	2%
740 - Unintentional transmission of alarm, other	1	2%
743 - Smoke detector activation, no fire - unintentional	4	8%
744 - Detector activation, no fire - unintentional	2	4%
745 - Alarm system activation, no fire - unintentional	11	22%
746 - Carbon monoxide detector activation, no CO	4	8%
	50	100%

LOSSES		PRE-INCIDENT VALUES	
PROPERTY	CONTENTS	PROPERTY	CONTENTS
\$39,200.00	\$5,000.00	\$554,200.00	\$5,000.00
TOTAL LOSSES:	\$44,200.00	TOTAL PRE-INCIDENT VALUES:	\$559,200.00

**Property Value and Loss Data
By Township - YTD**

East Goshen Township

LOSSES		PRE-INCIDENT VALUES	
PROPERTY	CONTENTS	PROPERTY	CONTENTS
\$255,000.00	\$125,200.00	\$16,244,000.00	\$10,700,000.00
TOTAL LOSSES:	\$380,200.00	TOTAL PRE-INCIDENT	\$26,944,000.00

West Goshen Township

LOSSES		PRE-INCIDENT VALUES	
PROPERTY	CONTENTS	PROPERTY	CONTENTS
\$39,200.00	\$5,000.00	\$554,200.00	\$5,000.00
TOTAL LOSSES:	\$44,200.00	TOTAL PRE-INCIDENT	\$559,200.00

Westtown Township

LOSSES		PRE-INCIDENT VALUES	
PROPERTY	CONTENTS	PROPERTY	CONTENTS
\$2,000.00	\$0.00	\$650,000.00	\$250,000.00
TOTAL LOSSES:	\$2,000.00	TOTAL PRE-INCIDENT	\$900,000.00

Willistown Township

LOSSES		PRE-INCIDENT VALUES	
PROPERTY	CONTENTS	PROPERTY	CONTENTS
\$1,000.00	\$0.00	\$5,000.00	\$0.00
TOTAL LOSSES:	\$1,000.00	TOTAL PRE-INCIDENT	\$5,000.00

EMS Response Data

Total Calls	366
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By Municipality	
East Goshen TWP	176
West Goshen TWP	120
Westtown TWP	25
Willistown TWP	26
Other	19

Calls to Assisted Living and Retirement Communities	
Arbor Terrace Willistown	19
Bellingham	36
Bryn Mawr Rehab	2
Harrison Hill Apartments	4
Hershey's Mill	47
Merrill Gardens	12
Pembroke	34
Wellington	24

Patients Treated	
Patients Treated (Total)	313
Patients Treated - Age 65 and Over	234
	75%

Transport Destination	TOTAL
Bryn Mawr Hospital	2
Childrens Hospital of Philadelphia	0
Childrens Hospital - KOP	2
Crozer-Chester Medical Center	1
Nemours Childrens Hospital, DE	1
Paoli Memorial Hospital	89
Penn Medicine – CCH	161
Penn Medicine - LGH	0
Riddle Memorial Hospital	0
Total Patients transported	256
Calls with no transport	110
	30%

Calls by Type	
Accident - ALS	1
Accident - BLS	5
Alarm - BLS Medical	6
Alarm - Carbon Monoxide	4
ALS - Abdominal Pain	8
ALS - Allergic/Med Reaction	3
ALS - Back Pain	1
ALS - Cardiac/Resp Arrest	2
ALS - CVA/Stroke	6
ALS - Diabetic Emergency	7
ALS - Fall	7
ALS - Heart Problems	31
ALS - Hemorrhaging	4
ALS - Hypotension	3
ALS - Injured Person	3
ALS - Maternity/Labor Pains	1
ALS - Overdose	1
ALS - Respiratory Difficulty	35
ALS - Seizures	3
ALS - Shooting	1
ALS - Syncope	9
ALS - Unconscious Person	5
ALS - Unresponsive Person	5
BLS - Abdominal Pain	13
BLS - Assault w/Injury	1
BLS - Back Pain	2
BLS - Burns - Misc	1
BLS - DOA	1
BLS - Emotional Disorder	13
BLS - Fall / Lift Assist	88
BLS - Hemorrhaging	2
BLS - Injured Person	16
BLS - Overdose	4
BLS - Seizures	2
BLS - Sick Person	60
BLS - Syncope	2
BLS - Unknown Nature	1
CO-Fire Incident	2
EMS - Standby - Fire	6
Fire - Other Type Rescue	7

Fire Police Response Data

Total Calls	22
Hours In Service	10
Person Hours In Service	32
Calls 2 Hours or longer	0

RESPONSES BY MUNICIPALITY	
East Goshen Township	4
West Goshen Township	7
Westtown Township	4
Willistown Township	0
Other	7

Calls by Nature	
Appliance	2
Building	2
Dwelling	1
Electrical Fire Inside	1
Fire	1
Gas Leak	3
MVA	4
Odor Investigation	4
Traffic Control Assist	2
Trash	1
Trees & Wires	1



Goshen Fire Company Monthly Automatic Alarm Report

April 2024

DATE	ADDRESS	TOWNSHIP	INCIDENT TYPE	# Calls This Year	# Calls Last 12 Mos.
4/1/2024	1302 WILSON DR	East Goshen	745 - Alarm system activation, no fire - unintentional	2	2
4/5/2024	1301 WILSON DR	East Goshen	745 - Alarm system activation, no fire - unintentional	2	5
4/7/2024	908 GATES DR	East Goshen	745 - Alarm system activation, no fire - unintentional	1	2
4/11/2024	1104 DICKENS DR	East Goshen	743 - Smoke detector activation, no fire - unintentional	1	1
4/13/2024	336 APPLEBROOK DR	East Goshen	745 - Alarm system activation, no fire - unintentional	1	1
4/15/2024	1452 BLANFORD LN	East Goshen	743 - Smoke detector activation, no fire - unintentional	1	1
4/18/2024	1361 BOOT RD	East Goshen	745 - Alarm system activation, no fire - unintentional	4	12
4/23/2024	1302 WILSON DR	East Goshen	740 - Unintentional transmission of alarm, other	2	2
4/28/2024	310 DEVON LN	East Goshen	735 - Alarm system sounded due to malfunction	1	1
4/29/2024	190 LINE RD	East Goshen	745 - Alarm system activation, no fire - unintentional	1	3
4/5/2024	106 APPLGATE DR	West Goshen	746 - Carbon monoxide detector activation, no CO	1	2
4/7/2024	1173 QUEEN LN	West Goshen	744 - Detector activation, no fire - unintentional	1	1
4/8/2024	336 ELLIS LN	West Goshen	744 - Detector activation, no fire - unintentional	1	1
4/10/2024	800 N FIVE POINTS RD	West Goshen	745 - Alarm system activation, no fire - unintentional	1	2
4/12/2024	330 S VERONICA RD	West Goshen	736 - CO detector activation due to malfunction	1	1
4/12/2024	1207 THISTLEWOOD LN	West Goshen	745 - Alarm system activation, no fire - unintentional	3	4
4/13/2024	1159 WEST CHESTER PIKE	West Goshen	746 - Carbon monoxide detector activation, no CO	1	1
4/18/2024	1230 VICTORIA LN	West Goshen	743 - Smoke detector activation, no fire - unintentional	2	2
4/19/2024	1200 WILSON DR	West Goshen	745 - Alarm system activation, no fire - unintentional	1	1
4/20/2024	1100 WEST CHESTER PIKE	West Goshen	746 - Carbon monoxide detector activation, no CO	1	1
4/28/2024	203 GLEN AVE	West Goshen	743 - Smoke detector activation, no fire - unintentional	2	3
4/2/2024	1525 MCDANIEL DR	Westtown	745 - Alarm system activation, no fire - unintentional	2	2

DATE	ADDRESS	TOWNSHIP	INCIDENT TYPE	# Calls This Year	# Calls Last 12 Mos.
4/10/2024	1557 OVERHILL RD	Westtown	745 - Alarm system activation, no fire - unintentional	2	3
4/11/2024	808 LITTLE SHILOH RD	Westtown	746 - Carbon monoxide detector activation, no CO	1	1
24				13-May-24	11:54:31 AM



Malvern Fire Company

Monthly Fire Operations Report – April 2024

424 East King Street
Malvern, PA 19355

610-647-0693

info@malvernfireco.com
www.malvernfireco.com

Malvern Fire Company

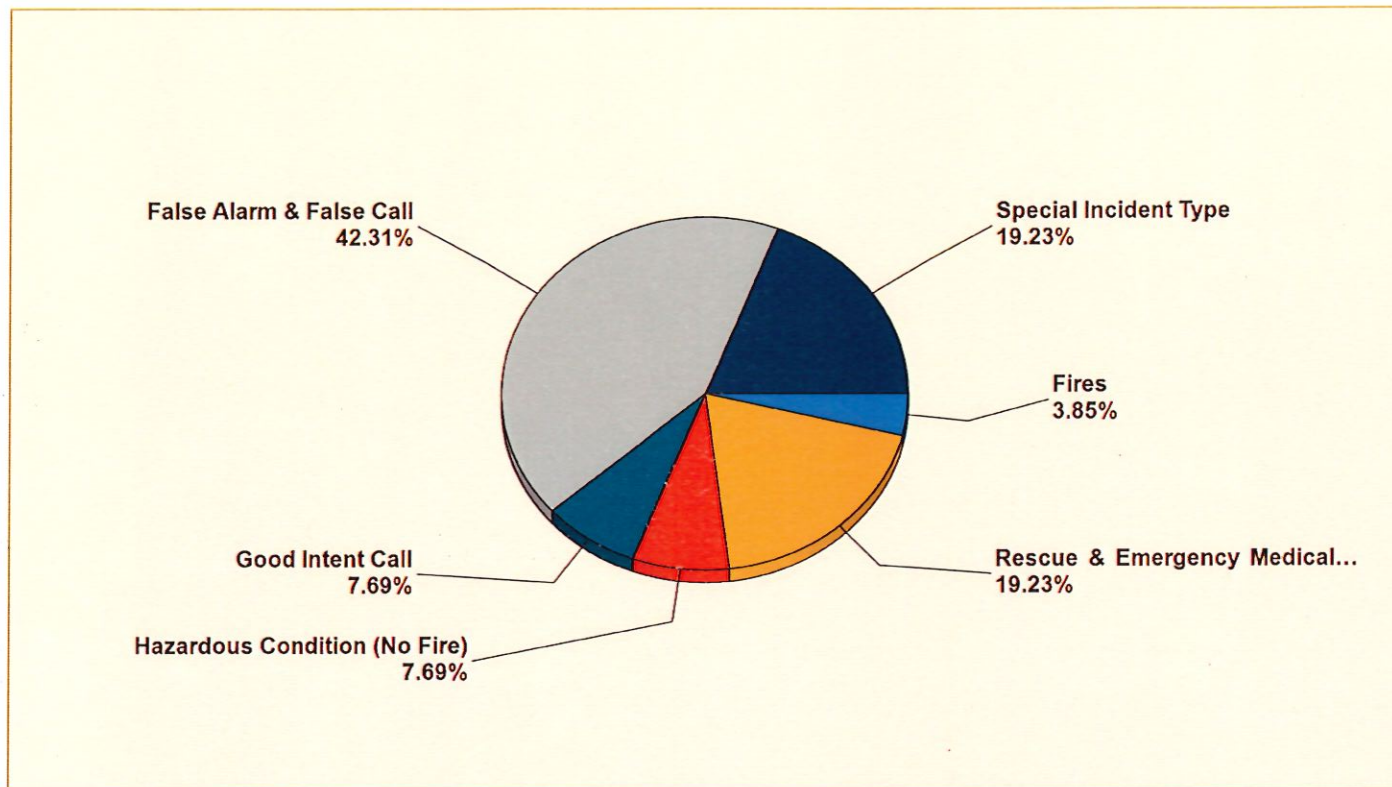
Malvern, PA

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 04/01/2024 | End Date: 04/30/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	3.85%
Rescue & Emergency Medical Service	5	19.23%
Hazardous Condition (No Fire)	2	7.69%
Good Intent Call	2	7.69%
False Alarm & False Call	11	42.31%
Special Incident Type	5	19.23%
TOTAL	26	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	3.85%
321 - EMS call, excluding vehicle accident with injury	3	11.54%
322 - Motor vehicle accident with injuries	1	3.85%
324 - Motor vehicle accident with no injuries.	1	3.85%
444 - Power line down	2	7.69%
611 - Dispatched & cancelled en route	1	3.85%
651 - Smoke scare, odor of smoke	1	3.85%
700 - False alarm or false call, other	11	42.31%
900 - Special type of incident, other	5	19.23%
TOTAL INCIDENTS:	26	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Malvern Fire Company

Malvern, PA

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Incident Type per Municipality for Date Range

Start Date: 04/01/2024 | End Date: 04/30/2024

INCIDENT TYPE	# INCIDENTS
Municipality: EAST WHITELAND (TOWNSHIP OF)	
111 - Building fire	1
700 - False alarm or false call, other	2
# Incidents for East Whiteland (Township of):	3

Municipality: MALVERN	
321 - EMS call, excluding vehicle accident with injury	2
324 - Motor vehicle accident with no injuries.	1
651 - Smoke scare, odor of smoke	1
700 - False alarm or false call, other	5
900 - Special type of incident, other	1
# Incidents for Malvern:	10

Municipality: WILLISTOWN (TOWNSHIP OF)	
321 - EMS call, excluding vehicle accident with injury	1
322 - Motor vehicle accident with injuries	1
444 - Power line down	2
611 - Dispatched & cancelled en route	1
700 - False alarm or false call, other	4
900 - Special type of incident, other	4
# Incidents for Willistown (Township of):	13

MUNICIPALITY data comes from the Basic Info 3 screen of an incident. Only REVIEWED incidents included.



Malvern Fire Company

Malvern, PA

This report was generated on 5/13/2024 5:29:02 PM



Incident Statistics

Zone(s): All Zones | Start Date: 04/01/2024 | End Date: 04/30/2024

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		5	
FIRE		21	
TOTAL		26	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		3	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
6		23.08	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Malvern Fire Company	0:03:55	0:05:49	
AVERAGE FOR ALL CALLS		0:05:26	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Malvern Fire Company	0:01:10	0:01:53	
AVERAGE FOR ALL CALLS		0:01:46	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Malvern Fire Company		9:52	

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



Malvern Fire Company

Malvern, PA

This report was generated on 5/13/2024 5:29:22 PM



Incident Count with Man-Hours per Zone for Date Range

Incident Type(s): All Incident Types | Start Date: 04/01/2024 | End Date: 04/30/2024

ZONE	INCIDENT COUNT	MAN-HOURS
0401 - 0401	6	14:31
0402 - 0402	2	1:41
0403 - 0403	2	1:19
0404 - 0404	1	0:00
0406 - 0406	1	2:02
0407 - 0407	1	1:58
0451 - 0451	5	7:08
0482 - 0482	3	2:30
0483 - 0483	2	2:07
05 - 05-East Whiteland	3	4:33

TOTAL 26 37:48

NOTE that this report takes into consideration ONLY those Personnel that are associated with an Apparatus, and that only Reviewed incidents are included in the counts.





April 2024

EAST GOSHEN TOWNSHIP

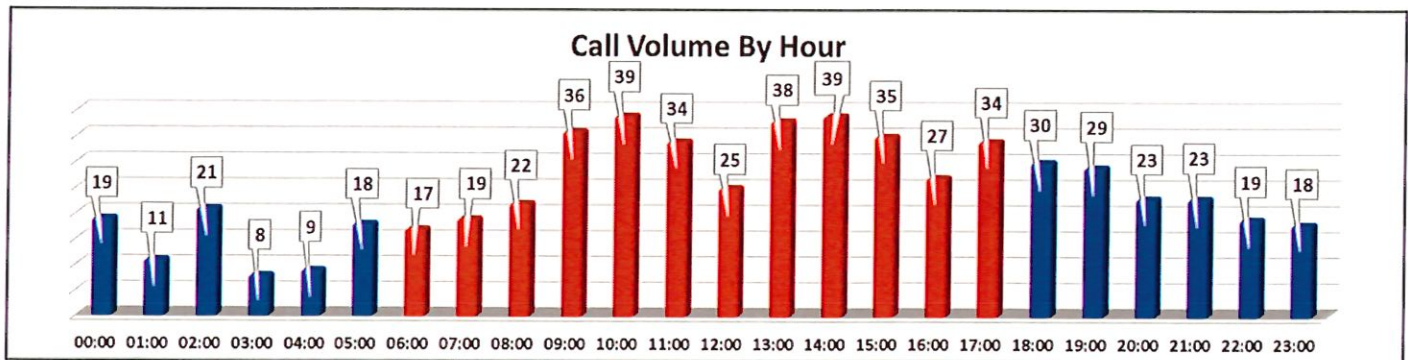
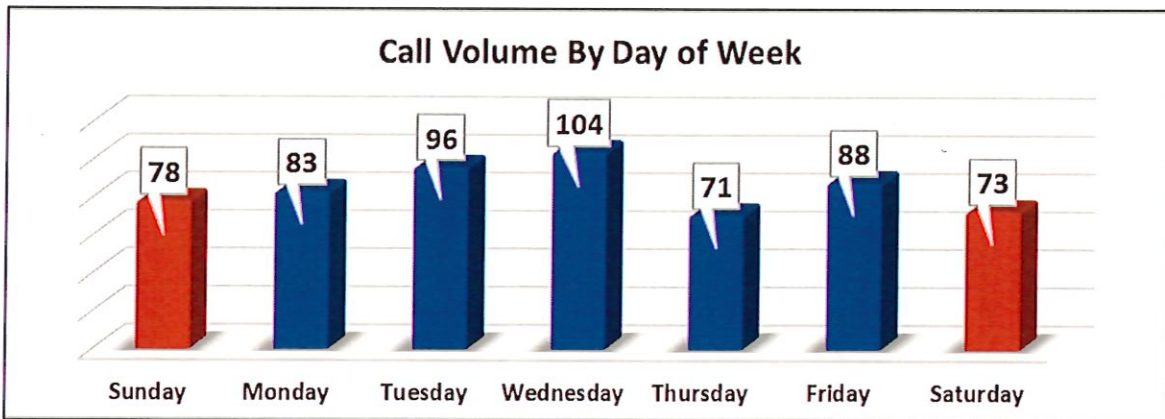
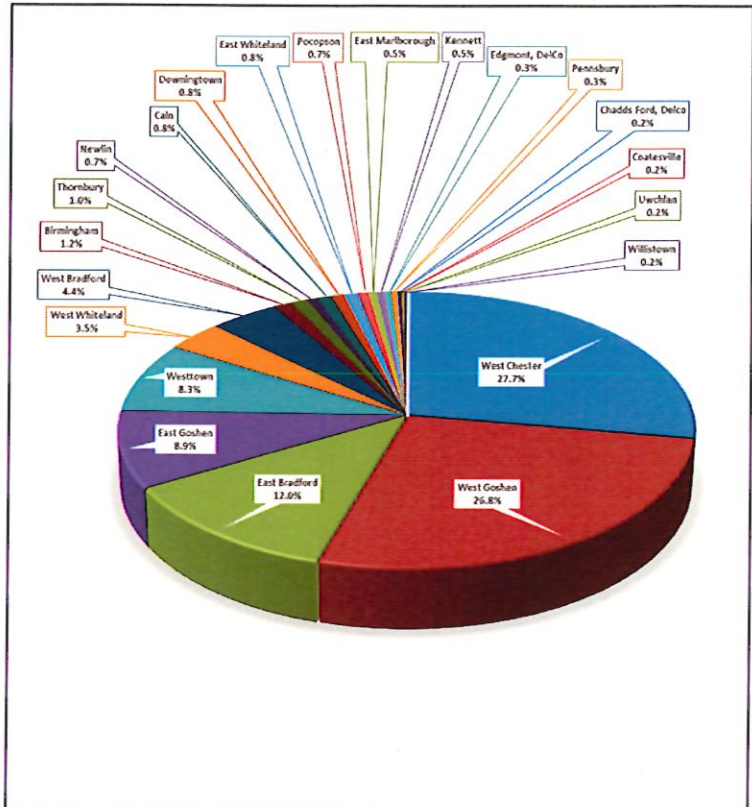
	2023	2024	YOY Variance
JAN	56	67	20%
FEB	50	59	18%
MAR	61	53	-13%
APR	52	53	2%
MAY	71		
JUN	61		
JUL	51		
AUG	56		
SEP	65		
OCT	63		
NOV	46		
DEC	62		
	694	232	Year Avg: 6.6%



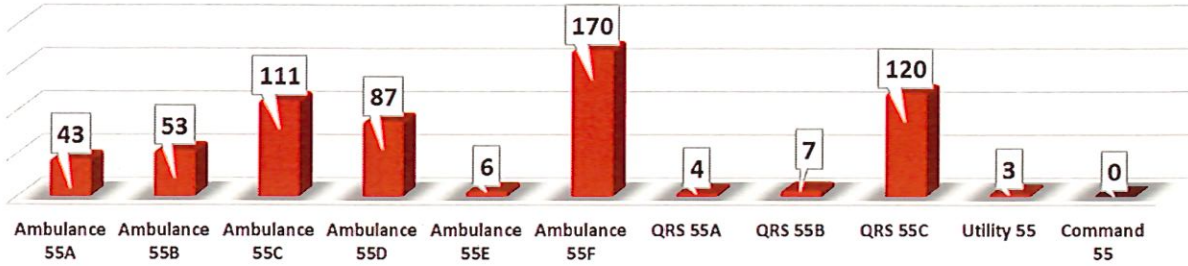
April 2024
OPERATIONS REPORT

CALL VOLUME

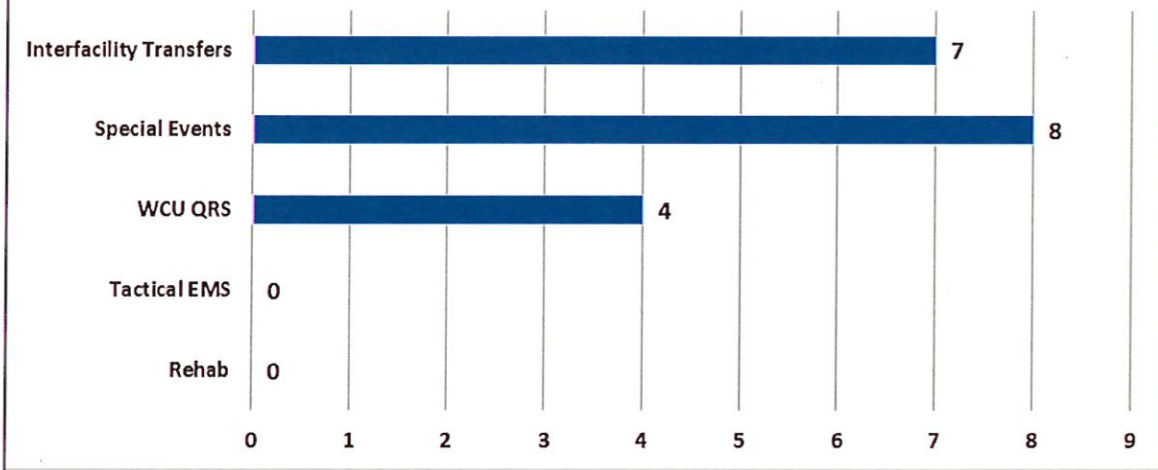
Municipality	Month	% of Calls	YTD
West Chester	164	27.7%	687
West Goshen	159	26.8%	606
East Bradford	71	12.0%	322
East Goshen	53	8.9%	233
Westtown	49	8.3%	216
West Whiteland	21	3.5%	106
West Bradford	26	4.4%	105
Birmingham	7	1.2%	22
Thornbury	6	1.0%	46
Newlin	4	0.7%	18
Caln	5	0.8%	
Downingtown	5	0.8%	
East Whiteland	5	0.8%	
Pocopson	4	0.7%	
East Marlborough	3	0.5%	
Kennett	3	0.5%	
Edgmont, DelCo	2	0.3%	
Pennsbury	2	0.3%	
Chadds Ford, Delco	1	0.2%	
Coatesville	1	0.2%	
Uwchlan	1	0.2%	
Willistown	1	0.2%	
	593		



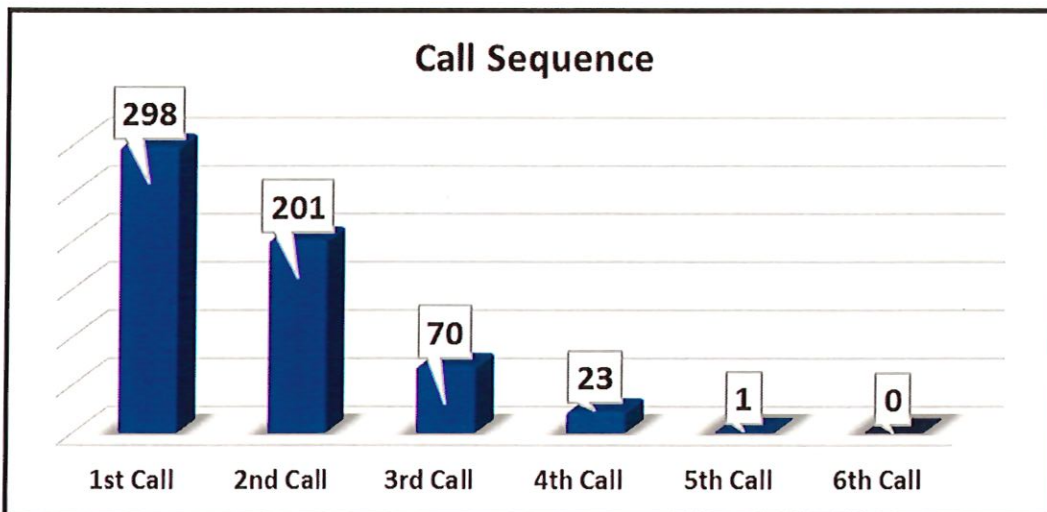
Call Volume By Vehicle



Interfacility Transports & Special Operations



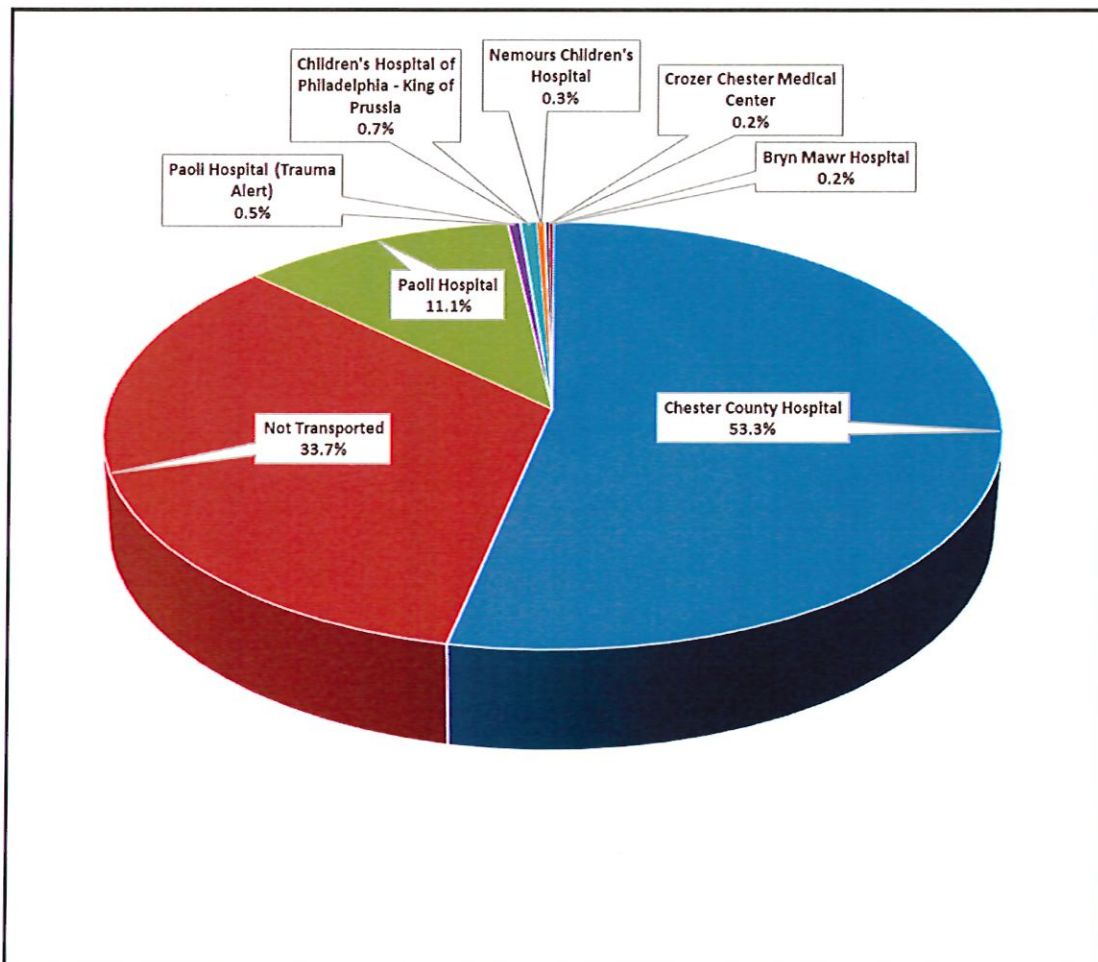
Call Sequence



HOSPITAL DESTINATION INFORMATION

Receiving Hospital	Total	%
Chester County Hospital	316	53.3%
Not Transported	200	33.7%
Paoli Hospital	66	11.1%
Paoli Hospital (Trauma Alert)	3	0.5%
Children's Hospital of Philadelphia - King of Prussia	4	0.7%
Nemours Children's Hospital	2	0.3%
Crozer Chester Medical Center	1	0.2%
Bryn Mawr Hospital	1	0.2%
	593	
	Transported:	393 66.3%
	Not Transported:	200 33.7%
		593

Non-Transport Breakdown	
Refusal	58
Recalled Enroute	40
Recalled On Scene	53
No Services	29
Lift Assist	13
DOA	1
Released to BLS	6
External ALS Assist	0
	200



MISCELLANEOUS CALL INFORMATION

Average Times	
Dispatch To Enroute	01:23
Enroute To On Scene	06:55
On Scene Time	15:21
Transport Time	09:56
ER Wait Time	08:26
Dispatch To Available	44:59

Alcohol / Drug Suspicion		
	Total	%
Alcohol	38	6.4%
Alcohol and Drugs	3	0.5%
Drugs	10	1.7%
Total:	51	8.6%
Unknown / Unable to Determine	0	0.0%

Calls Covering Other Agencies	
Longwood Fire Co.	12
Minquas Fire Co.	12
Uwchlan Ambulance	11
Goshen Fire Co.	9
Malvern Fire Co.	6
Concordville Fire Co.	5
East Whiteland Fire Co.	3
Riddle EMS	2
Modena Fire Co.	1
Washington Hose Co.	1
Westwood Fire Co.	1
	63

Responses By Station	
Main Station (Station 55)	411
East Goshen (Station 155)	50
East Bradford (Station 255)	132
West Chester University (Station 355)	4

West Chester University Calls		
	Total	%
Total WCU Calls	21	3.5%
WCU Calls in West Chester	17	2.9%
WCU Calls in West Goshen	4	0.7%
WCU Calls in East Bradford	0	0.0%

Call Types		
BLS - Sick Person	98	16.5%
ALS - Respiratory Difficulty	68	11.5%
ALS - Heart Problems	49	8.3%
BLS - Fall / Lift Assist	48	8.1%
BLS - Injured Person	30	5.1%
ALS - Syncope	27	4.6%
BLS - Emotional Disorder	27	4.6%
ALS - Fall	22	3.7%
ALS - CVA/Stroke	20	3.4%
Accident - BLS	18	3.0%
ALS - Abdominal Pain	16	2.7%
BLS - Overdose	14	2.4%
ALS - Unconscious Person	13	2.2%
ALS - Hypotension	10	1.7%
Alarm - BLS Medical	10	1.7%
BLS - Abdominal Pain	10	1.7%
ALS - Diabetic Emergency	8	1.3%
ALS - Injured Person	8	1.3%
EMS - Standby - Fire	8	1.3%
ALS - Hemorrhaging	7	1.2%
ALS - Overdose	7	1.2%
BLS - Seizures	7	1.2%
BLS - Hemorrhaging	6	1.0%
ALS - Seizures	5	0.8%
Accident - ALS	5	0.8%
BLS - Back Pain	5	0.8%
BLS - Syncope	5	0.8%
BLS - Unknown Nature	5	0.8%
ALS - Allergic/Med Reaction	4	0.7%
ALS - Cardiac/Resp Arrest	4	0.7%
Accident - Pedestrian	4	0.7%
BLS - Assault w/Injury	4	0.7%
EMS - Relocate	4	0.7%
ALS - Emotional Disorder	3	0.5%
Fire-CO Incident	3	0.5%
ALS - Back Pain	2	0.3%
BLS - Allergic/Med Reaction	2	0.3%
Fire - Other Type Rescue	2	0.3%
ALS - Assault w/Injury	1	0.2%
ALS - Exposure to Heat/Cold	1	0.2%
ALS - Maternity/Labor Pains	1	0.2%
ALS - Shooting	1	0.2%
Accident-Structure	1	0.2%
BLS - DOA	0	0.0%
ALS - Choking	0	0.0%
BLS - Maternity/Labor Pain	0	0.0%
ALS - Stabbing	0	0.0%
Accident - Entrapment	0	0.0%
Accident - Involving Fire	0	0.0%
Alarm - Carbon Monoxide	0	0.0%
BLS - Burns - Scalding/Other	0	0.0%
BLS - Exposure to Heat/Cold	0	0.0%
	593	

Memo

To: Board of Supervisors
From: Dave Ware
Re: April 2024 YTD Financial Report
Date: May 16, 2024

As of April 30, net of pass- thru, the general fund had YTD revenues of \$5,368,461 and expenses of \$3,991,447 for a net result of \$1,377,014. As of April 30, the general fund balance was \$7,627,261.

Budget:

YTD April revenue finished 3.3%, or \$181K, under budget. Alarm fees, Permit fees, insurance proceeds and summer program fees offset budget shortfalls in RE Property Tax, RE Transfer Tax and EIT collections.

YTD April expenses are 1.0%, or \$38K, over budget. Stormwater materials and Public Works sewer repairs and assistance with RCSTP plant projects drove the shortfall versus budget.

Prior Year:

YTD April 2024 revenue is \$237K higher than YTD 2023 due to summer program signups, insurance claims and dividends, building permits and alarm fees. Expenses are up \$345K versus prior year driven primarily by WEGO cost increases for East Goshen.

Other funds

- The **State Liquid Fuels Fund** had \$532,067 in revenues and \$0 in expenses. The fund balance is \$533,124.
- The **Capital Reserve Fund** had \$93,736 in revenues and \$283,864 in expenses. The fund balance is \$5,087,934.
- The **Transportation Fund** had \$8,979 in revenues and \$0 in expenses. The fund balance is \$502,806.
- The **Sewer Operating Fund** had \$1,393,203 in revenues and \$1,150,034 in expenses. The fund balance is \$1,202,852.
- The **Refuse Fund** had \$633,584 in revenues and \$505,443 in expenses. The fund balance is \$435,696.
- The **Bond Fund** had \$29,957 in revenues and \$516,988 in expenses. The fund balance is \$1,455,374.
- The **Sewer Capital Reserve Fund** had \$37,751 in revenues and \$231,686 in expenses. The fund balance is \$2,052,143.
- The **Operating Reserve Fund** had \$29,847 in revenues and \$0 in expenses. The fund balance is \$1,671,225.
- The **ARPA Fund** had \$2,902 in revenues and \$246,859 in expenses. The fund balance is \$32,849.
- The **Infrastructure Sustainability Fund** had \$29,364 in revenues and \$321,024 in expenses. The fund balance is \$1,475,598.

EAST GOSHEN TOWNSHIP
Variance Detail Report
Year to Date As of March 31, 2024
GENERAL FUND

	YTD Pr Yr	YTD Budget	YTD Actual	Versus Budget	Comments on YTD Budget Variance
				Favorable/ (Unfavorable)	
REVENUES					
LOCAL ENABLING TAXES	4,398,963	4,512,727	4,292,123	(220,605)	RE Property Tax \$129K, RE Transfer Tax \$56K, EIT Collections \$35K behind budget
LICENSE & PERMITS	104,862	102,275	98,048	(4,227)	Cable Franchise fees \$4K under budget
FINES	7,168	25,438	76,214	50,776	Alarm enforcement collections
INTEREST EARNINGS	79,769	92,000	90,664	(1,336)	
RENTS	35,607	35,858	35,273	(585)	
STATE SHARED REVENUE & ENTITLEMENT	650	650	350	(300)	
GENERAL GOVERNMENT	11,588	24,329	25,242	913	
PUBLIC SAFETY	107,427	139,150	142,142	2,992	
HIGHWAY & STREETS	1,529	1,000	613	(387)	
CULTURE & RECREATION	159,098	172,897	201,673	28,776	Summer program signups \$23K over budget
MISCELLANEOUS REVENUE	21,848	72,800	139,536	66,736	Insurance claim proceeds not budgeted
INTERFUND OPERATING TRANSFERS	202,803	369,956	266,583	(103,372)	\$148K (Monthly \$37K) Budgeted transfer from Fund Balance to cover WEGO payments offset by \$43K higher Q1 sewer recharge; plan is to determine the actual shortfall in Q4 2024
TOTAL REVENUES	5,131,313	5,549,079	5,368,461	(180,618)	
EXPENSES					
GENERAL GOVERNMENT	414,565	379,875	379,741	134	
TAX COLLECTION	32,856	31,029	29,328	1,701	
GENERAL GOVERNMENT BLDG & PLANT	141,303	81,273	80,530	743	
PUBLIC SAFETY	1,600,986	1,925,430	1,925,988	(557)	
PLANNING & ZONING	132,986	141,553	138,541	3,012	
RECYCLING	0	0	0	0	
PUBLIC WORKS - SANITATION	148,196	176,923	219,674	(42,751)	Stormwater materials and PW sewer work above budget; corresponds to higher 1st Qtr Sewer recharge
PUBLIC WORKS - HWYS ROADS & STREETS	509,175	575,579	574,838	740	
PARTICIPANT RECREATION	80,798	84,181	85,720	(1,539)	
PARKS	105,654	85,596	84,831	765	
CONSERVATION & DEVELOPMENT	278	0	636	(636)	
HISTORICAL	45	370	280	90	
DEBT SERVICE	76,310	70,700	70,700	0	
PENSION FUND CONTRIBUTION	62,725	63,730	63,730	0	
INSURANCE PREMIUMS	261,020	249,007	249,184	(177)	
EMPLOYEE BENEFITS	79,500	88,460	87,724	736	
INTERFUND TRANSFERS	0	0	0	0	
TOTAL EXPENSES	3,646,397	3,953,706	3,991,447	(37,740)	
RESULTS FROM OPERATIONS	1,484,915	1,595,373	1,377,014	(218,359)	

MONTH END FUND BALANCE REPORT

ALL FUNDS APRIL 2024

* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

FUND	01 GENERAL FUND*	02 LIQUID FUELS STATE FUND	03 CAP RESV FUND	04 TRANSPORT FUND	05 SEWER OP. FUND	06 REFUSE FUND	09 SEWER CAP RESV FUND	10 OPERATING RESERVE	12 INFRASTRUCTURE SUSTAIN	TOWNSHIP FUNDS	07 MUNICIPAL AUTHORITY	08 BOND FUND	19 ARPA FUND
01/01/24 BEGINNING BALANCE	\$6,452,830	\$1,057	\$5,277,882	\$493,826	\$959,642	\$307,555	\$2,246,078	\$1,641,378	\$1,767,258	\$18,993,142	\$7,562	\$1,942,405	\$276,805
RECEIPTS													
TAXES	4,333,559.68	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	4,333,559.68	\$0	\$0	\$0
LICENSES & PERMITS	98,048.23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	98,048.23	\$0	\$0	\$0
FINES & FORFEITS	76,213.56	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	76,213.56	\$0	\$0	\$0
INTERESTS & RENTS	125,937.44	\$4,490	\$93,736	\$8,979	\$17,220	\$3,203	\$37,751	\$29,847	\$29,364	350,528.14	\$143	\$29,957	\$2,902
INTERGOVERNMENTAL	\$350	\$527,577	\$0	\$0	\$0	\$0	\$0	\$0	\$0	527,927.10	\$0	\$0	\$0
CHARGES FOR SERVICES	369,669.19	\$0	\$0	\$0	\$1,376,023	\$436,242	\$0	\$0	\$0	2,181,933.94	\$0	\$0	\$0
MISCELLANEOUS REVENUES	793,456.61	\$0	\$0	\$0	\$0	\$194,139	\$0	\$0	\$0	987,595.45	\$261,213	\$0	\$0
OTHER FINANCING SOURCES	266,583.42	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	266,583.42	\$0	\$0	\$0
	\$6,063,818	\$532,067	\$93,736	\$8,979	\$1,393,243	\$633,584	\$37,751	\$29,847	\$29,364	\$8,822,390	\$261,356	\$29,957	\$2,902
EXPENDITURES													
GENERAL GOVERNMENT	499,136.29	\$0	\$14,041	\$0	\$0	\$0	\$0	\$0	\$0	513,177.51	\$0	\$0	\$0
PUBLIC SAFETY	2,841,682.32	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2,841,682.32	\$0	\$0	\$0
HEALTH & WELFARE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-	\$0	\$0	\$0
SANITATION & REFUSE	\$95,281	\$0	\$0	\$0	\$1,044,601	\$505,443	\$231,686	\$0	\$0	1,877,011.02	\$257,025	\$0	\$246,859
HIGHWAYS,ROADS & STREETS	699,231.66	\$0	\$269,183	\$0	\$0	\$0	\$0	\$0	\$0	968,414.16	\$0	\$0	\$0
CULTURE-RECREATION	85,720.07	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	85,720.07	\$0	\$0	\$0
CONSERVATION & DEVELOPMENT	117,647.50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	321,024	\$0	\$516,988	\$0
DEBT SERVICE	70,700.00	\$0	\$0	\$0	\$105,433	\$0	\$0	\$0	\$0	176,132.98	\$0	\$0	\$0
MISCELLANEOUS EXPENDITURES	474,014.14	\$0	\$460	\$0	\$0	\$0	\$0	\$0	\$0	474,474.14	\$0	\$0	\$0
OTHER FINANCING USES	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-	\$0	\$0	\$0
	\$4,883,413	\$0	\$283,684	\$0	\$1,150,034	\$505,443	\$231,686	\$0	\$321,024	\$7,375,284	\$257,025	\$516,988	\$246,859
2024 SURPLUS/(DEFICIT)	\$1,180,405	\$532,067	(189,948)	8,979	243,210	128,141	(193,935)	29,847	(291,660)	1,447,106	4,331	(487,031)	(243,956)
CLEARING ACCOUNT ADJUSTMEN	(\$5,974)									(\$5,974)			
4/30/24 ENDING BALANCE	\$7,627,261	\$533,124	\$5,087,934	\$502,806	\$1,202,852	\$435,696	\$2,052,143	\$1,671,225	\$1,475,598	\$20,588,639	\$11,893	\$1,455,374	\$32,849

1 EAST GOSHEN TOWNSHIP
2 BOARD OF SUPERVISORS MEETING
3 1580 PAOLI PIKE
4 TUESDAY, April 16, 2024
5 DRAFT MINUTES
6

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

9 **Present:** Chairman Michele Truitt; John Hertzog, Cody Bright, Peter Hicks, Barbara Emery;
10 Township Manager Derek Davis; Finance Director Dave Ware; Chief Brenda Bernot; Goshen
11 Fire Chief Grant Everhart, Erich Meyer (Conservancy)
12

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

14 Michele called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.
15

16 Cody led the moment of silence for first responders, police and military.
17

18 Michele stated the meeting is being recorded via Zoom and will be available on the Township
19 website.
20

21 **Chairman's Report:**

22 Michele announced information regarding Keep East Goshen Beautiful Day.
23

24 **Public Comments:** None
25

26 **Emergency Services Reports:**

27 WEGO – Chief Brenda Bernot presented March 2024 activities in East Goshen Township.
28

29 Grant Everhart presented Goshen Fire March 2024 report. He gave an update on EMS
30 subscription and the Easter Flower Drive. He also reminded everyone of the mothers day flower
31 drive.
32

33 Derek stated there is no representative from Malvern Fire Company and Good Fellowship both
34 reports for March 2024 are in the packet.
35

36 **Public Hearing:** Conditional Use for 1306 West Chester Pike
37

38 See court transcript.
39

40 **Financial Report:**

41 Dave presented the March 2024 financial report.
42

43 **Minutes:**

44 Cody made a motion to approve the minutes for February 20, March 5, March 12, and March 19.
45

46 John seconded.
47

48 Motion carried 4-0.
49

1 **Treasurer's Report:**

2 Dave Ware presented the March 14, 2024, to April 11, 2024 Treasurer's Report.

3
4 Cody made a motion to accept the receipts and approve the expenditures as presented in the
5 Expenditure Register and as summarized in the Treasurer's Report.

6
7 John seconded.

8
9 Motion carried 4-0.

10
11 **Old Business:**

12 **Highland Avenue traffic Discussion and path forward.**

13 Derek provided an overview of the Highland Avenue traffic issues and discussed the options.

14
15 Cody thanked all who were involved in the collection of data. Based on the data he doesn't
16 believe there is a need for an additional speed bump. He will support the additional speed bump
17 if 70% of the residents on Highland Avenue are in favor of an additional one.

18
19 John and Peter are in agreement with Cody.

20
21 Barbara asked for information on how they affect emergency vehicles.

22
23 Michele expressed her concerns regarding wear and tear on emergency services vehicles and
24 plows.

25
26 Mike Cuver, East Goshen Resident, acknowledged the townships effort in placing signage but
27 feels it is not enough to stop the speeding.

28
29 Carl McKoski, stated the data was collected in different locations and the signs do not work.

30
31 Michele asked about the collection data locations.

32
33 Cody made a motion to have the administration send a survey out to collect data on Highland
34 Avenue for additional speed bumps and spacing based on the engineer.

35
36 John seconded.

37
38 Motion carried 5-0.

39
40 **New Business:**

41 **10 Year Sewer Rate & Sewer Fund Balance Analysis**

42 Dave provided an overview of the sewer rates and went over the Sewer Fund Balance Analysis.

43
44 John asked about the different rate increases and what the Municipal Authorities opinion was.

45
46 Peter asked what other municipal sewer plants look like.

47
48 Dave answered.

1 **Gas Pump – Emergency Replacement.**

2 Derek provided an overview of the gas pump replacement.

3

4 Dave stated it will be around a hundred thousand to replace.

5

6 Michele asked if it could be taken out of the infrastructure fund.

7

8 Dave Answered.

9

10 John does not want to make a motion until all the numbers are in. A gas log can be used until
11 next meeting.

12

13 Cody made a motion to authorize up to a hundred thousand dollars for a new management
14 system.

15

16 Barbara second.

17

18 Motion denied. Michele- No; John- No; Cody- Yes; Barbara- Yes; Peter- No.

19

20 **ZHB Application – Dimensional Variance for pool**

21 Derek introduced Kelly Krause the new Assistant Zoning and Code Enforcement Officer to the
22 Board of Supervisors.

23

24 Kelly explained the dimensional variance for the pool and that the Planning Commission
25 recommended approving the variance since they have done this to other residents in the
26 neighborhood.

27

28 John asked if the ordinance can be changed to make an exception to the rule.

29

30 Cody made a motion to be in support of the dimensional variance for the construction of an
31 inground pool located at 1214 Upton Circle, allowing the concrete decking to be located 36 feet
32 from the rear property line.

33

34 John second.

35

36 Motion carried 4-0.

37

38 **Standing Issues/Projects:**

39 **Milltown Dam Project**

40 Derek stated the pathway has been started as part of the enhancement. A letter will be going out
41 to the residents with the updates.

42

43 **Any Other Matter:**

44 John asked about WEGO.

45

46 Cody stated WEGO is under budget by 1.9%.

47

48 **Public Comment:**

1 John Shaneline wanted to state he disagrees with adding an additional speed bump to Highland
2 Avenue.

3

4 **Liaison Reports:**

5 Cody would like everyone to come out to keep East Goshen Beautiful Day.

6

7 **Correspondence, Reports of Interest:** None

8

9 **Adjournment**

10 There being no further business, Cody motioned to adjourn the meeting at 8:59.

11

12 Michele seconded.

13

14 Motion carried 5-0.

15

16 Respectfully submitted,

17

18 Jessica Wilhelmy

**EAST GOSHEN TOWNSHIP
MEMORANDUM**

TO: BOARD OF SUPERVISORS
FROM: DAVE WARE
SUBJECT: PROPOSED PAYMENTS OF BILLS
DATE: MAY 16, 2024

Attached please find the Treasurer's Report for the weeks of May 2, 2024 – May 16, 2024.

All tax collections, interest income, quarterly franchise fees, permits, and P&R registrations drove General Fund revenue during this period.

General Fund expenses include monthly WEGO contribution, insurance payments, tree removal and routine operational expenses.

The \$251K of Capital Reserve Fund expenditures include replacement Peterbilt Chassis, Ford Explorer, and 50% of the replacement gas pump system material and installation costs.

The Bond Fund expended \$323K for Milltown Dam construction and engineering costs.

Recommended motion: Madam Chair, 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

May 2, 2024 - May 16, 2024

GENERAL FUND

Real Estate Tax	\$183,796.08
Earned Income Tax	\$1,199,635.31
Local Service Tax	\$68,764.40
Transfer Tax	\$60,332.83
General Fund Interest Earned	\$23,273.67
Total Other Revenue	\$133,402.67
Total General Fund Receipts:	\$1,669,204.96

Accounts Payable	\$591,466.32
Electronic Pmts:	
Debt Service	\$0.00
Payroll	\$180,744.35
Total Expenditures:	\$772,210.67

STATE LIQUID FUELS FUND

Receipts	\$0.00
Interest Earned	\$2,356.09
Total State Liquid Fuels Receipts:	\$2,356.09

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$22,512.30
Total Capital Reserve Fund Receipts:	\$22,512.30

Accounts Payable	\$251,320.42
Total Expenditures:	\$251,320.42

TRANSPORTATION FUND

Receipts	\$0.00
Interest Earned	\$2,221.69
Total Transportation Fund Receipts:	\$2,221.69

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

SEWER OPERATING FUND

Receipts	\$225,042.93
Interest Earned	\$4,294.35
Total Sewer Operating Fund Receipts:	\$229,337.28

Accounts Payable	\$73,638.17
Electronic Pmts:	
Debt Service	\$0.00
Total Expenditures:	\$73,638.17

REFUSE FUND

Receipts	\$59,917.58
Interest Earned	\$1,080.08
Total Refuse Fund Receipts:	\$60,997.66

Accounts Payable	\$101,995.88
Total Expenditures:	\$101,995.88

BOND FUND

Receipts	\$0.00
Interest Earned	\$6,388.93
Total Bond Fund Receipts:	\$6,388.93

Accounts Payable	\$322,619.36
Total Expenditures:	\$322,619.36

SEWER CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$9,019.00
Total Sewer Capital Reserve Fund Receipts:	\$9,019.00

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

OPERATING RESERVE FUND

Receipts	\$0.00
Interest Earned	\$7,384.79
Total Operating Reserve Fund Receipts:	\$7,384.79

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

INFRASTRUCTURE SUSTAINABILITY FUND

Receipts	\$0.00
Interest Earned	\$6,414.07
Total Infrastructure Sustainability Fund Receipts:	\$6,414.07

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

ARPA - COVID RELIEF FUND

Receipts	\$0.00
Interest Earned	\$506.43
Total ARPA - COVID Relief Fund Receipts:	\$506.43

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

May 15, 2024
10:33 AM

East Goshen Township
2024 Purchase Order Listing By Expenditure Account

Page No: 1

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 19-999-9999 Bid: Y State: Y Other: Y Exempt: Y
 Rcvd Batch Id Range: First to Last Paid Date Range: 05/01/24 to 05/15/24 Include Non-Budgeted: Y
 Prior Year Only: N * Means Prior Year Line
 Vendors: All
 DEPT Page Break: No Subtotal DEPT: No

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
01-401-2100	MATERIALS & SUPPLIES								
24-01037 1 CSGRA005	C&S GRAPHICS INC	PLOTTER PAPER-20# INKJET BOND	80.00	P	26057 05/01/24	05/01/24	05/01/24	55191	
01-401-3000	GENERAL EXPENSE								
24-01046 1 PENNS035	PENNSYLVANIA STATE POLICE	STATE POLICE BACKGROUND CHECKS	660.00	P	26065 05/01/24	05/01/24	05/01/24	R30748849-5314	
01-401-3040	SUSTAINABILITY COMMITTEE EXPENSES								
24-01081 1 WEAVE005	WEAVER MULCH LLC	4YD YARD WASTE & 8YD BLACK BEA	344.00	P	26089 05/07/24	05/07/24	05/07/24	615258	
01-401-3070	PSATS EXPENSE								
24-01071 1 PSATS005	PSATS	PSATS BOOT CAMP- PETER HICKS	199.00	P	26086 05/06/24	05/06/24	05/07/24	INV-153855-R4R0	
24-01072 1 PSATS005	PSATS	PSATS BOOK CAMP- BARBARA EMERY	199.00	P	26086 05/06/24	05/06/24	05/07/24	INV-153857-Q853	
			398.00						
01-401-3120	CONSULTING SERVICES								
24-01070 1 AMSAP005	AMS APPLIED MICRO SYSTEMS LTD.	APRIL 2024	1,072.00	P	26072 05/06/24	05/06/24	05/07/24	70098	
24-01088 1 HELPN005	HELP-NOW, LLC	MAY 2024 SERVICES	3,131.00	P	26078 05/07/24	05/07/24	05/07/24	27241	
			4,203.00						
01-401-3210	COMMUNICATION EXPENSE								
24-01051 1 VERIZ045	VERIZON 357-044-996-0001-93	4/21-5/20/24 FIOS TWP BLDG #2	169.00	P	329 05/02/24	05/02/24	05/02/24	042024	
24-01078 1 NETCA025	NETCARRIER TELECOM INC. 67846	5/1/2024- 5/31/2024	517.95	P	26084 05/07/24	05/07/24	05/07/24	895020	
24-01094 1 VERIZ040	VERIZON - 542413545-00001	3/22-4/21/24 D.DAVIS& BOS CELL	1,464.29	P	333 05/08/24	05/08/24	05/08/24	9962226062	
24-01095 1 COMCA005	COMCAST 8499-10-109-0028306	0028306 MAY 2024	198.39	P	332 05/08/24	05/08/24	05/08/24	042224	
24-01139 1 FIRST025	FIRSTNET - #287338201667	APRIL 2024	77.96	P	26109 05/14/24	05/14/24	05/14/24	05082024	
24-01140 1 FIRST015	FIRSTNET - #287290606505	APRIL 2024	247.28	P	26108 05/14/24	05/14/24	05/14/24	05082024	
24-01150 1 TWPFI005	VERIZON - TWP.FIOS 0001-74	4/28/24-5/27/24 TWP FIOS 1	109.99	P	335 05/14/24	05/14/24	05/14/24	042724	
			2,784.86						

May 15, 2024
10:33 AM

East Goshen Township
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Account P.O. Id Item Vendor	Description Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	PO Type
01-401-3400 24-01036 1 21STC005	ADVERTISING - PRINTING 21ST CENT.MEDIA NEWS #884433 NOTICE- ZONING HEARING 043024	381.88	P	26055 05/01/24	05/01/24	05/01/24 2588858	
01-401-3500 24-01110 1 UNIVE010	INSURANCE - BONDING UNIVEST INSURANCE LLC BOND RENEAL D. DAVIS	1,619.00	P	26094 05/09/24	05/09/24	05/09/24 21314	
01-401-3840 24-01074 1 GREAT010	RENTAL OF EQUIP. -OFFICE GREAT AMERICA FINANCIAL SERVIC MAY 2024 LANIER & RICOH	218.00	P	26077 05/06/24	05/06/24	05/07/24 36442217	
01-404-3140 24-01101 1 PC000005	LEGAL - ADMIN LAMB MCERLANE PC LEGAL SERV APR 2024 ADMIN/GENE	2,997.86	P	26093 05/09/24	05/09/24	05/09/24	
01-409-3600	TWP. BLDG. - FUEL, LIGHT, WATER						
24-01026 1 PEC00010	PECO - 0496830100 0496830100 3/1-3/29/24 SUMMARY	45.37	P	340 05/01/24	05/01/24	05/01/24 041224	
24-01026 2 PEC00010	PECO - 0496830100 0496830100 3/1-3/29/24 SUMMARY	2,577.45	P	340 05/01/24	05/01/24	05/01/24 041224	
24-01026 3 PEC00010	PECO - 0496830100 0496830100 3/1-3/29/24 SUMMARY	125.81	P	340 05/01/24	05/01/24	05/01/24 041224	
24-01026 4 PEC00010	PECO - 0496830100 0496830100 3/1-3/29/24 SUMMARY	46.52	P	340 05/01/24	05/01/24	05/01/24 041224	
24-01115 1 PEC00045	PECO - 5540052222 5540052222 4/2/24-5/1/24 BOOT	72.89	P	346 05/09/24	05/09/24	05/09/24 050224	
24-01117 1 EASTG035	EAST GOSHEN TWP - SEWER QTR 2 2024 SEWER TWP	244.76	P	344 05/09/24	05/09/24	05/09/24 041524- TWP	
		3,112.80					
01-409-3605	PW BLDG - FUEL, LIGHT, SEWER & WATER						
24-01023 2 PEC00015	PECO - 8512154000 8512154000 3/25/24- 04/23/24	738.74	P	341 05/01/24	05/01/24	05/01/24 042424	
24-01048 1 VERIZ010	VERIZON - 0527 4/15-5/14/24 1570 PAOLI PK PW	215.99	P	328 05/02/24	05/02/24	05/02/24 041424	
24-01116 1 EASTG035	EAST GOSHEN TWP - SEWER QTR 2 2024 SEWER PW	526.06	P	344 05/09/24	05/09/24	05/09/24 041524- PW	
		1,480.79					
01-409-3740	TWP. BLDG. - MAINT & REPAIRS						
24-01028 6 LOWES005	LOWES BUSINESS ACCOUNT/GEFC VARIOUS PURCHASES- SEE NOTES	34.71	P	339 05/01/24	05/01/24	05/01/24 041724	
24-01028 8 LOWES005	LOWES BUSINESS ACCOUNT/GEFC VARIOUS PURCHASES- SEE NOTES	681.60	P	339 05/01/24	05/01/24	05/01/24 041724	
24-01035 1 EXCEL005	EXCEL ELEVATOR & ESCALATOR ELEVATOR MAINTENANCE MAY 2024	60.72	P	26059 05/01/24	05/01/24	05/01/24 281699	
24-01043 1 WBMAS005	W.B.MASON CO., INC. PINE SOL CLEANER- CLEANING SUP	117.99	P	26069 05/01/24	05/01/24	05/01/24 246028435	
24-01043 2 WBMAS005	W.B.MASON CO., INC. CREDIT FROM CLEANING SUPPLIES	44.76	P	26069 05/01/24	05/01/24	05/01/24 CA2697459	
24-01067 1 CLEAN015	CLEAN RIGHT BUILDING SERVICES JANITORIAL SERV FOR APRIL 2024	1,680.91	P	26074 05/06/24	05/06/24	05/07/24 CL11413	
24-01093 2 CINTA005	CINTAS CORPORATION #287 CLEAN MATS & UNIFORMS 050124	62.22	P	331 05/08/24	05/08/24	05/08/24 4191289650	
		2,593.39					
01-409-3840	DISTRICT COURT EXPENSES						
24-01023 1 PEC00015	PECO - 8512154000 8512154000 3/25/24- 04/23/24	916.90	P	341 05/01/24	05/01/24	05/01/24 042424	

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01-409-3840	DISTRICT COURT EXPENSES	Continued							
24-01041	1 YALEE005 YALE ELECTRIC SUPPLY CO	4"SQ BOX 2-1/8" DEEP SQUARE CO	61.61	P	26071 05/01/24	05/01/24	05/01/24	S125429170.001	
24-01050	1 VERIZO25 VERIZON-1420	4/16-5/15/24 DC ALARM SYSTEM	87.37	P	330 05/02/24	05/02/24	05/02/24	041524	
24-01067	2 CLEAN015 CLEAN RIGHT BUILDING SERVICES	JANITORIAL SERV FOR APRIL 2024	502.09	P	26074 05/06/24	05/06/24	05/07/24	CL11413	
			1,567.97						
01-410-5300	POLICE GEN. EXPENSE								
24-01039	1 WESTT010 WESTTOWN-EAST GOSHEN POLICE	MAY 2024 CONTRIBUTION	415,595.41	P	26070 05/01/24	05/01/24	05/01/24	050124	
01-410-5330	CAPITAL CONTRIBUTION - POLICE BLDG								
24-01106	1 WESTT010 WESTTOWN-EAST GOSHEN POLICE	2024 WEGO BLDG CAPITAL CONTRIB	21,650.00	P	26095 05/09/24	05/09/24	05/09/24	050824	
01-410-5400	S.P.C.A. CONTRACT								
24-01134	1 SPCA005 BRANDYWINE VALLEY SPCA	STRAY/PICKUP ACTIV, APRIL 2024	200.00	P	26102 05/10/24	05/10/24	05/13/24	40	
01-411-3630	HYDRANT & WATER SERVICE								
24-01063	1 AQUAPO25 AQUA PA - HY	00310033 031003 3/29-4/30 186	5,297.28	P	26073 05/06/24	05/06/24	05/07/24	050124 279	
24-01064	1 AQUAPO25 AQUA PA - HY	0309987 0309987 3/29-4/30 HY6	170.89	P	26073 05/06/24	05/06/24	05/07/24		
			5,468.17						
01-411-3631	HYDRANTS - RECHARGE EXPENSE								
24-01063	2 AQUAPO25 AQUA PA - HY	00310033 031003 3/29-4/30 93	2,649.04	P	26073 05/06/24	05/06/24	05/07/24	050124 279	
01-411-6000	VOLUNTEER FIREFIGHTER WORKERS COMP								
24-01069	1 STATE005 STATE WORKERS INSURANCE FUND	POLICY# 05918452 INSTL 6 OF 11	2,695.00	P	26088 05/06/24	05/06/24	05/07/24	050124	
01-413-3840	RENTAL OF EQUIP. -CODES								
24-01074	2 GREAT010 GREAT AMERICA FINANCIAL SERVIC	MAY 2024 LANIER & RICOH	116.00	P	26077 05/06/24	05/06/24	05/07/24	36442217	
01-414-3110	LEGAL - CODES								
24-01103	1 PC000005 LAMB MCERLANE PC	LEGAL SERV APR 2024 ZONING	550.00	P	26093 05/09/24	05/09/24	05/09/24	246376	
24-01105	1 PC000005 LAMB MCERLANE PC	LEGAL SERV APR 2024 CU EUROMOT	792.38	P	26093 05/09/24	05/09/24	05/09/24		
			1,342.38						
01-414-3141	LEGAL - ZONING HEARING BOARD								
24-01038	1 FREES005 UNRUH TURNER BURKE FREES	LEGAL SERV 3/26-4/22/24 PELC	188.00	P	26060 05/01/24	05/01/24	05/01/24	213116	
24-01104	1 PC000005 LAMB MCERLANE PC	LEGAL SERV APR 2024 S/LO MOSER	750.00	P	26093 05/09/24	05/09/24	05/09/24	246378	
			938.00						

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01-414-3143 24-01102 1 PC000005 LAMB MCERLANE PC	LEGAL - SUBDIVISION & LAND DEVELOP LEGAL SERV APR 2024 S/LD	50.00	P	26093 05/09/24	05/09/24	05/09/24 246375	
01-414-5001 24-01070 2 AMSAP005 AMS APPLIED MICRO SYSTEMS LTD. APRIL 2024	ZONING IT CONSULTING AMS APPLIED MICRO SYSTEMS LTD. APRIL 2024	28.00	P	26072 05/06/24	05/06/24	05/07/24 70098	
01-427-4900 24-01066 1 EFORC005 EFORCE COMPLIANCE	E-RECYCLING EVENTS RECYCLING &E-WASTE EVENT050424	3,500.00	P	26075 05/06/24	05/06/24	05/07/24 22236	
01-430-2320	VEHICLE OPERATION - FUEL						
24-01053 1 RIGGI005 RIGGINS INC	690.90 GALS DIESEL	1,884.54	P	26087 05/06/24	05/06/24	05/07/24 75124776	
24-01054 1 RIGGI005 RIGGINS INC	268.00 GALS GASOLINE	796.08	P	26087 05/06/24	05/06/24	05/07/24 75125057	
24-01055 1 RIGGI005 RIGGINS INC	500.00 GALS DIESEL	1,333.33	P	26087 05/06/24	05/06/24	05/07/24 75125058	
24-01119 1 RIGGI005 RIGGINS INC	250.00 GALS GASOLINE	704.66	P	26100 05/10/24	05/10/24	05/13/24 75125462	
24-01120 1 RIGGI005 RIGGINS INC	550.00 GALS DIESEL	1,435.31	P	26100 05/10/24	05/10/24	05/13/24 75125463	
		6,153.92					
01-430-2330	VEHICLE MAINT AND REPAIR						
24-01028 3 LOWES005 LOWES BUSINESS ACCOUNT/GEFC	VARIOUS PURCHASES- SEE NOTES	227.06	P	339 05/01/24	05/01/24	05/01/24 041724	
24-01033 1 PPCLU005 PPC LUBRICANTS EAST	(2) 55 GAL BLUE DEF	523.30	P	26067 05/01/24	05/01/24	05/01/24 2240234	
24-01042 1 ULINE005 ULINE	12X12 DRI-DEK MAT-BLACK	592.18	P	26068 05/01/24	05/01/24	05/01/24 177323203	
24-01068 1 KEENC005 KEEN COMPRESSED GAS COMPANY	VARIOUS GAS CYLINDERS	92.40	P	26080 05/06/24	05/06/24	05/07/24 0083473992	
24-01084 1 NAPAA020 NAPA AUTO PARTS #38727306	OIL & OIL FILTERS	47.48	P	26083 05/07/24	05/07/24	05/07/24 186981	
24-01092 1 NAPAA005 NAPA AUTO PARTS #38807306	OIL AND FUEL FILTERS	376.72	P	26082 05/07/24	05/07/24	05/07/24 7335-232304	
24-01092 2 NAPAA005 NAPA AUTO PARTS #38807306	OIL FILTERS	197.60	P	26082 05/07/24	05/07/24	05/07/24 7335-232490	
24-01092 3 NAPAA005 NAPA AUTO PARTS #38807306	AIR FILTERS	229.08	P	26082 05/07/24	05/07/24	05/07/24 7335-232815	
24-01092 4 NAPAA005 NAPA AUTO PARTS #38807306	TRUCK LITE IDENTIFICATION BAR	104.60	P	26082 05/07/24	05/07/24	05/07/24 7335-233318	
24-01092 5 NAPAA005 NAPA AUTO PARTS #38807306	LAMP	8.68	P	26082 05/07/24	05/07/24	05/07/24 7335-234483	
24-01092 6 NAPAA005 NAPA AUTO PARTS #38807306	AIR AND FUEL FILTERS	267.22	P	26082 05/07/24	05/07/24	05/07/24 7335-234487	
24-01092 7 NAPAA005 NAPA AUTO PARTS #38807306	19 FORD EXPLORER BATTERY	148.12	P	26082 05/07/24	05/07/24	05/07/24 7335-235299	
24-01092 8 NAPAA005 NAPA AUTO PARTS #38807306	16 PB DS PENETRANT	192.96	P	26082 05/07/24	05/07/24	05/07/24 7335-235571	
24-01092 9 NAPAA005 NAPA AUTO PARTS #38807306	BATTERY	152.32	P	26082 05/07/24	05/07/24	05/07/24 7335-236086	
24-01092 10 NAPAA005 NAPA AUTO PARTS #38807306	EXPLORER CORE DEPOSIT- BATTERY	18.00	P	26082 05/07/24	05/07/24	05/07/24 236997	
24-01112 1 KENTA005 KENT AUTOMOTIVE	1/4X2-1/2PTO PIN SQUARE HANDLE	243.66	P	26091 05/09/24	05/09/24	05/09/24 9311500394	
24-01122 1 EAGLE025 EAGLE POWER & EQUIPMENT	VARIOUS FILTERS, ORING, ELEMENT	273.79	P	26098 05/10/24	05/10/24	05/13/24 P22920	
24-01126 1 BUTCH005 BUTCH'S TRUCK ACCESSORIES	CARHART SUPER DUX SEAT SAVERS	828.00	P	26096 05/10/24	05/10/24	05/13/24 89519	
24-01133 1 STCS005 STTC SERVICE TIRE TRUCK CTRS I	CARLISLE TURF MASTER TIRE	103.33	P	26103 05/10/24	05/10/24	05/13/24	
		4,590.50					

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01-432-2500 24-01107 1 DEBEL005 DEBELLIS, CATHERINE	SNOW - MAINTENANCE & REPAIRS REIMBURSEMENT RE: DAMAGED MAIL Tracking Id: LIQFUEL LIQUID FUEL PURCHASES	50.00	P	26090 05/09/24	05/09/24	05/09/24 050724	
01-433-2470 24-01027 2 PECO0020 PECO - 2823930100	UTILITIES - TRAFFIC LIGHTS 2823930100 2/27/24-3/26/24 Tracking Id: LIQFUEL LIQUID FUEL PURCHASES	645.66	P	342 05/01/24	05/01/24	05/01/24 040624	
01-434-3610 24-01027 1 PECO0020 PECO - 2823930100	STREET LIGHTING 2823930100 2/27/24-3/26/24 Tracking Id: LIQFUEL LIQUID FUEL PURCHASES	762.20	P	342 05/01/24	05/01/24	05/01/24 040624	
01-436-2450 24-01059 3 POSMS005 POSM SOFTWARE	STORMWATER MATERIALS & SUPPLIES SEWER CAMERA 1YR SUPP CONTRACT Tracking Id: LIQFUEL LIQUID FUEL PURCHASES	333.34	P	26085 05/06/24	05/06/24	05/07/24 3633	
24-01076 1 WEAVE005 WEAVER MULCH LLC	5 YD YARD WASTE TIPPING FEE Tracking Id: LIQFUEL LIQUID FUEL PURCHASES	75.00	P	26089 05/06/24	05/06/24	05/07/24 613921	
24-01077 1 WEAVE005 WEAVER MULCH LLC	5 YD YARD WASTE TIPPING FEE Tracking Id: LIQFUEL LIQUID FUEL PURCHASES	75.00	P	26089 05/06/24	05/06/24	05/07/24 613868	
24-01082 1 WEAVE005 WEAVER MULCH LLC	4 YD YARD WASTE TIPPING FEE Tracking Id: LIQFUEL LIQUID FUEL PURCHASES	60.00	P	26089 05/07/24	05/07/24	05/07/24 615318	
24-01086 1 WEAVE005 WEAVER MULCH LLC	6 YD YARD WASTE TIPPING FEE Tracking Id: LIQFUEL LIQUID FUEL PURCHASES	90.00	P	26089 05/07/24	05/07/24	05/07/24 615239	
24-01123 1 WEAVE005 WEAVER MULCH LLC	5 YD YARD WASTE TIPPING FEE Tracking Id: LIQFUEL LIQUID FUEL PURCHASES	75.00	P	26104 05/10/24	05/10/24	05/13/24 615746	
		708.34					
01-436-3000 24-01137 1 COMMO020 COMMONWEALTH OF PA	STORMWATER MGMT. EXPENSE MS4 MS4 INDIVIDUAL PERMITPAI130520	2,500.00	P	26097 05/13/24	05/13/24	05/13/24 1350613	
01-437-2460 24-01028 2 LOWES005 LOWES BUSINESS ACCOUNT/GECF	GENERAL EXPENSE - SHOP VARIOUS PURCHASES- SEE NOTES	164.46	P	339 05/01/24	05/01/24	05/01/24 041724	
24-01028 4 LOWES005 LOWES BUSINESS ACCOUNT/GECF	VARIOUS PURCHASES- SEE NOTES	37.03	P	339 05/01/24	05/01/24	05/01/24 041724	
24-01028 7 LOWES005 LOWES BUSINESS ACCOUNT/GECF	VARIOUS PURCHASES- SEE NOTES	56.88	P	339 05/01/24	05/01/24	05/01/24 041724	
24-01028 10 LOWES005 LOWES BUSINESS ACCOUNT/GECF	VARIOUS PURCHASES- SEE NOTES	368.88	P	339 05/01/24	05/01/24	05/01/24 041724	
24-01127 1 SAFETO05 SAFETY SOLUTIONS INC.	MEDICAL/FIRST AID SUPPLIES-HIG	374.95	P	26101 05/10/24	05/10/24	05/13/24 57258	
		1,002.20					

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01-438-2450	MATERIALS & SUPPLIES-HIGHWAYS						
24-01028 1 LOWES005 LOWES BUSINESS ACCOUNT/GEFC	VARIOUS PURCHASES- SEE NOTES	456.42	P	339 05/01/24	05/01/24	05/01/24 041724	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES						
24-01075 1 WEAVE005 WEAVER MULCH LLC	7 YD YARD WASTE TIPPING FEE	105.00	P	26089 05/06/24	05/06/24	05/07/24 614326	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES						
24-01079 1 WEAVE005 WEAVER MULCH LLC	4 YD YARD WASTE TIPPING FEE	60.00	P	26089 05/07/24	05/07/24	05/07/24 615249	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES						
24-01080 1 WEAVE005 WEAVER MULCH LLC	6 YD YARD WASTE TIPPING FEE	90.00	P	26089 05/07/24	05/07/24	05/07/24 615199	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES						
24-01087 1 WEAVE005 WEAVER MULCH LLC	6 YD YARD WASTE TIPPING FEE	90.00	P	26089 05/07/24	05/07/24	05/07/24 615203	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES						
24-01124 1 WEAVE005 WEAVER MULCH LLC	6 YD YARD WASTE TIPPING FEE	80.00	P	26104 05/10/24	05/10/24	05/13/24 615737	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES						
		881.42					
01-438-2460	TREE REMOVAL						
24-01109 1 ORNER005 ORNER, TRAVIS	PRUNE LOCUST TREES GREAT OAK C	3,675.00	P	26092 05/09/24	05/09/24	05/09/24 1611	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES						
01-438-3840	EQUIPMENT RENTAL						
24-01062 2 FOLEY005 FOLEY INC.	CAT D2 SM TRACK TRACTOR	2,163.00	P	26076 05/06/24	05/06/24	05/07/24 INV0316933	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES						
24-01090 1 FOLEY005 FOLEY INC.	CAT D4VP XL TRACTOR PICKUP FEE	250.00	P	26076 05/07/24	05/07/24	05/07/24 INV0319014	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES						
		2,413.00					
01-452-2000	SUMMER PROGRAM SUPPLIES						
24-01128 1 SAFET005 SAFETY SOLUTIONS INC.	MEDICAL/FIRST AID SUPPLIES-SUM	153.60	P	26101 05/10/24	05/10/24	05/13/24 57257	
01-452-3020	TRIPS						
24-01029 1 HERSH010 HERSHEY'S MILL COMMUNITY CENTR	SPACE RENTAL FOR IRELAND TRIP	350.00	P	26106 05/01/24	05/01/24	05/13/24 050124	
24-01030 1 HMTCC005 HM TECHNOLOGY COMMITTEE	PROMOTION FEE FOR IRELAND TRIP	350.00	P	26105 05/01/24	05/01/24	05/13/24 050124	
		700.00					
01-452-3505	GOLF DAY - APPLEBROOK						
24-01138 1 APPLE005 APPLEBROOK GOLF CLUB	GOLF OUTING 050624-8 W/ CADDIE	1,600.00	P	26107 05/13/24	05/13/24	05/13/24 051324	
01-452-5150	AMPHITHEATER CONCERTS						
24-01135 1 MARPL005 MARPLE NEWTON COMMUNITY BAND	BAND PERFORMANCE ON 051424	500.00	P	26099 05/10/24	05/10/24	05/13/24 012624	

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01-454-2000	MAINTENANCE SUPPLIES								
24-01028	5 LOWES005 LOWES BUSINESS ACCOUNT/GEFCF	VARIOUS PURCHASES- SEE NOTES	23.73	P	339 05/01/24	05/01/24	05/01/24	041724	
01-454-2460	TREE REMOVAL-PARK								
24-01085	1 WEAVER005 WEAVER MULCH LLC	3.50 YD YARD WASTE TIPPING FEE	52.50	P	26089 05/07/24	05/07/24	05/07/24	615212	
24-01108	1 ORNER005 ORNER, TRAVIS	REMOVE TREES BY PARK & SOCCER	7,240.00	P	26092 05/09/24	05/09/24	05/09/24	1613	
24-01147	1 ORNER005 ORNER, TRAVIS	REMOVE 7 TREES 1646 ELDRIDGE D	4,000.00	P	26111 05/14/24	05/14/24	05/14/24	1614	
			11,292.50						
01-454-3000	GENERAL EXPENSE								
24-01045	1 PORTA005 PORT A BOWL RESTROOM CO.	XL RESTROOM 4/29/24-5/26/24	336.40	P	26066 05/01/24	05/01/24	05/01/24	INV/2024/11442	
01-454-3600	UTILITIES								
24-01024	1 PECO0030 PECO - 6957754000	6957754000 3/25-4/23/24 RESTROO	263.04	P	343 05/01/24	05/01/24	05/01/24	042424	
24-01026	5 PECO0010 PECO - 0496830100	0496830100 3/1-3/29/24 SUMMARY	323.59	P	340 05/01/24	05/01/24	05/01/24	041224	
24-01114	1 PECO0025 PECO - 0158016000	0158016000 3/28-4/26/24 POND	69.29	P	345 05/09/24	05/09/24	05/09/24	042924	
24-01148	1 COMCAL00 COMCAST 8499 10 109 0170322	0170322 5/1-5/31/24 PARKCAMERA	122.90	P	334 05/14/24	05/14/24	05/14/24	042624	
			778.82						
01-454-3717	MARYDELL POND REHAB								
24-01118	1 PECO0050 PECO - 1896881222	1896881222 4/4-5/3/24 MARYDELL	73.65	P	347 05/09/24	05/09/24	05/09/24	050624	
01-454-3740	PARK MAINTENANCE & REPAIR								
24-01028	9 LOWES005 LOWES BUSINESS ACCOUNT/GEFCF	VARIOUS PURCHASES- SEE NOTES	23.17	P	339 05/01/24	05/01/24	05/01/24	041724	
24-01044	1 KEYES005 KEYES INC, THOMAS G.	WELL PUMP TRIPPING BREAKER	560.00	P	26064 05/01/24	05/01/24	05/01/24	8582	
24-01089	1 HORNPO05 HORN PLUMBING & HEATING INC	FIXED MEN'S URINAL-PARK BATHRO	258.39	P	26079 05/07/24	05/07/24	05/07/24	1457375	
24-01146	1 GRAIND005 GRAINGER	WASTE SYSTEM CLEANER	74.40	P	26110 05/14/24	05/14/24	05/14/24	9093832245	
			915.96						
01-462-2485	BLACKSMITH SUPPLIES								
24-01058	1 KERSCO05 KERSCHNER, GARY	REIMBURSE: GRINDING WHEEL	25.00	P	26081 05/06/24	05/06/24	05/07/24	050224	
01-486-1560	HEALTH, ACCID. & LIFE								
24-01040	1 DELAW040 DELAWARE VALLEY HEALTH TRUST	MAY 2024 PREMIUM MED & DENTAL	74,309.09	P	26058 05/01/24	05/01/24	05/01/24	26921	
01-487-1910	UNIFORMS								
24-01093	1 CINTA005 CINTAS CORPORATION #287	CLEAN MATS & UNIFORMS 050124	701.78	P	331 05/08/24	05/08/24	05/08/24	4191289650	
	Fund Total:		591,466.32						

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03-409-7400	CAPITAL REPLACEMENT-TWP BLDG								
24-01111 1 HAFER005 HAFER	PETROLEUM EQUIPMENT	50% GASBOY & VR EQUIPMENT	31,850.00	P	1612 05/09/24	05/09/24	05/09/24	041624	
03-430-7400	CAPITAL REPLACEMENT - HWY EQUIP								
24-01111 2 HAFER005 HAFER	PETROLEUM EQUIPMENT	50% GASBOY & VR EQUIPMENT	13,650.00	P	1612 05/09/24	05/09/24	05/09/24	041624	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
24-01132 1 HUNTE010 HUNTER	TRUCK SALES	PETERBILT CHASSIS MODEL 548	165,000.00	P	1613 05/10/24	05/10/24	05/13/24	DE-18909	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
24-01136 1 INTER005 INTERCON	TRUCK EQUIPMENT	SADDLE BOX,ALMN,FULL XTRA WIDE	1,598.42	P	1614 05/10/24	05/10/24	05/13/24	1107699-IN	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
			180,248.42						
03-430-7450	CAPITAL PURCHASE - HWY EQUIP								
24-01034 1 NEWHO005 NEW HOLLAND	GROUP	2024 FORD EXPLORER	39,222.00	P	1611 05/01/24	05/01/24	05/01/24	043024EGT 293	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
	Fund Total:		251,320.42						
05-420-3600	C.C. METERS - UTILITIES								
24-01025 3 PECO0005 PECO - 0435930100		0435930100 1/30-3/7/24 SUMMARY	5.29	P	568 05/01/24	05/01/24	05/01/24	041224	
24-01049 1 COMCA045 COMCAST	8499-10-109-0166205	0166205 4/21-5/20/24THORNCROFT	179.26	P	605 05/02/24	05/02/24	05/02/24	041624	
24-01098 1 COMCA035 COMCAST	8499-10-109-0165934	0165934 4/28-5/27/24 ASHBURIDGE	179.43	P	608 05/08/24	05/08/24	05/08/24	042324	
			363.98						
05-420-3601	C.C. INTERCEPTOR-UTILITIES								
24-01061 1 MODEM005 VERIZON -	442069312 MODEMS	3/26/24- 4/25/24 MODEMS	140.31	P	6026 05/06/24	05/06/24	05/07/24	9962558957	
05-420-3602	C.C. COLLECTION -UTILITIES								
24-01025 4 PECO0005 PECO - 0435930100		0435930100 1/30-3/7/24 SUMMARY	5.29	P	568 05/01/24	05/01/24	05/01/24	041224	
24-01025 6 PECO0005 PECO - 0435930100		0435930100 1/30-3/7/24 SUMMARY	386.13	P	568 05/01/24	05/01/24	05/01/24	041224	
24-01025 7 PECO0005 PECO - 0435930100		0435930100 1/30-3/7/24 SUMMARY	12.21	P	568 05/01/24	05/01/24	05/01/24	041224	
24-01097 1 COMCA040 COMCAST	8499-10-085-0054593	0054593 4/28-5/27/24 HERSHEY	179.43	P	609 05/08/24	05/08/24	05/08/24	042324	
			583.06						
05-420-3604	MILL VAL./BARKWAY UTILITIES								
24-01025 1 PECO0005 PECO - 0435930100		0435930100 1/30-3/7/24 SUMMARY	291.39	P	568 05/01/24	05/01/24	05/01/24	041224	

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05-420-3604	MILL VAL./BARKWAY UTILITIES	Continued							
24-01096	1 COMCA030 COMCAST 8499-10-085-0054585	0054585 4/28-5/27/24 BARKWAY	179.43	P	607 05/08/24	05/08/24	05/08/24	042324	
			470.82						
05-420-3701	C.C. INTERCEPT.-MAINT.&REP								
24-01056	2 FLEET010 FLEETWOOD INDUSTRIAL PRODUCTS	SUBMERSIBLE PUMP REPAIRS	6,006.55	P	6024 05/06/24	05/06/24	05/07/24	PU1230605-1	
05-420-3702	C.C. COLLEC.-MAINT.& REPR.								
24-01056	1 FLEET010 FLEETWOOD INDUSTRIAL PRODUCTS	SUBMERSIBLE PUMP REPAIRS	22,169.68	P	6024 05/06/24	05/06/24	05/07/24	PU1230605-1	
24-01059	1 POSMS005 POSM SOFTWARE	SEWER CAMERA 1YR SUPP CONTRACT	333.33	P	6027 05/06/24	05/06/24	05/07/24	3633	
24-01062	1 FOLEY005 FOLEY INC.	CAT D2 SM TRACK TRACTOR	2,163.00	P	6025 05/06/24	05/06/24	05/07/24	INV0316933	
24-01065	1 FISHE005 FISHER & SON COMPANY INC	6 BGS BUILDERS MIX/THROW &GROW	474.00	P	6023 05/06/24	05/06/24	05/07/24	274217-IN	
24-01083	1 DISTE092 DISTEFANO LANDSCAPE SERVICES	30 YDS SCREENED TOPSOIL	750.00	P	6022 05/07/24	05/07/24	05/07/24	26083	
24-01125	1 FOLEY005 FOLEY INC.	CAT 313 SM HYD EXCAVATOR	4,811.00	P	6030 05/10/24	05/10/24	05/13/24	INV0320405	
			30,701.01						
05-422-3600	R.C STP -UTILITIES								
24-01025	2 PECO0005 PECO - 0435930100	0435930100 1/30-3/7/24 SUMMARY	9,047.75	P	568 05/01/24	05/01/24	05/01/24	041224	
24-01151	1 FIOS0005 VERIZON - PW FIOS 0001-15	4/28/24- 5/27/24 PW FIOS	79.00	P	611 05/14/24	05/14/24	05/14/24	042724	
			9,126.75						
05-422-3601	R.C. COLLEC.-UTILITIES								
24-01025	5 PECO0005 PECO - 0435930100	0435930100 1/30-3/7/24 SUMMARY	427.14	P	568 05/01/24	05/01/24	05/01/24	041224	
05-422-3701	R.C. COLLEC.-MAINT.& REPR								
24-01059	2 POSMS005 POSM SOFTWARE	SEWER CAMERA 1YR SUPP CONTRACT	333.33	P	6027 05/06/24	05/06/24	05/07/24	3633	
24-01091	1 ACEDI005 ACE DISPOSAL CORPORATION	SEPTIC PUMP STATION-THORNCROFT	525.00	P	6021 05/07/24	05/07/24	05/07/24	INV/2024/11798	
			858.33						
05-422-4500	R.C. STP-CONTRACTED SERV.								
24-01057	1 SUBUR010 SUBURBAN TESTING LABS INC.	LABTESTING RCSTP APRIL 2024	1,920.00	P	6028 05/06/24	05/06/24	05/07/24	P4001114	
24-01113	1 BIGFI005 BIG FISH ENVIRONMENTAL SERVICE	SERVICES RE: RCSTP- APRIL 2024	21,202.84	P	569 05/09/24	05/09/24	05/09/24	24-0430	
			23,122.84						
05-422-4502	R.C. SLUDGE-LAND CHESTER								
24-01099	1 CCSOL005 C.C. SOLID WASTE AUTHORITY	WEEK 4/16/2024- 4/22/2024	733.90	P	606 05/08/24	05/08/24	05/08/24	70691	
24-01130	1 BLOSE005 BLOSENSKI DISPOSAL CO, CHARLES	SWITCH 20 YD W/ LINER 050624	259.00	P	6029 05/10/24	05/10/24	05/13/24	188618	
24-01131	1 BLOSE005 BLOSENSKI DISPOSAL CO, CHARLES	SWITCH 20 YD W/ LINER 042924	259.00	P	6029 05/10/24	05/10/24	05/13/24	188571	

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05-422-4502		R.C. SLUDGE-LAND CHESTER	Continued							
24-01149	1 CCSOL005	C.C. SOLID WASTE AUTHORITY	WEEK 4/23/2024- 4/30/2024	585.48	P	610 05/14/24	05/14/24	05/14/24	70769	
				<u>1,837.38</u>						
		Fund Total:		73,638.17						
06-427-4500		CONTRACTED SERV.								
24-01047	1 AJBAJ005	AJB A.J. BLOSENSKI INC.	RESIDENTIAL PICKUP MAY 2024	83,584.86	P	680 05/02/24	05/02/24	05/02/24	1987173w360	
06-427-4502		LANDFILL FEES								
24-01099	2 CCSOL005	C.C. SOLID WASTE AUTHORITY	WEEK 4/16/2024- 4/22/2024	6,733.15	P	681 05/08/24	05/08/24	05/08/24	70691	
24-01149	2 CCSOL005	C.C. SOLID WASTE AUTHORITY	WEEK 4/23/2024- 4/30/2024	8,491.25	P	682 05/14/24	05/14/24	05/14/24	70769	
				<u>15,224.40</u>						
06-427-4504		RECYCLING FEES								
24-01073	1 TOTAL010	TOTAL RECYCLE INC.	RECYCLING FEES APRIL 2024	3,186.62	P	901 05/06/24	05/06/24	05/07/24	15596	
		Fund Total:		101,995.88						
07-424-3130		ENGINEERING SERVICES								
24-01142	1 PENN005	PENNONI ASSOCIATES INC.	SERV THRU 041424 23 CHAPTER 94	1,509.50	P	3508 05/14/24	05/14/24	05/14/24	1221072	
24-01143	1 PENN005	PENNONI ASSOCIATES INC.	SERV THRU 041424 2024 GEN SERV	4,015.50	P	3508 05/14/24	05/14/24	05/14/24	1221071	
				<u>5,525.00</u>						
07-424-3140		LEGAL SERVICES								
24-01141	1 HALST005	GANTHROP GREENWOOD & HALSTED	LEGAL SERV APRIL 2024 GEN AUTH	471.50	P	3507 05/14/24	05/14/24	05/14/24	290046	
07-429-1505		RCSTP CAPITAL								
24-01144	1 PENN005	PENNONI ASSOCIATES INC.	SERV THRU 041424 RCSTP UV REPL	1,571.25	P	3508 05/14/24	05/14/24	05/14/24	1221070	
07-429-1520		RCSTP - CAUSTIC SODA								
24-01145	1 PENN005	PENNONI ASSOCIATES INC.	SERV THRU 041424 RCSTP CAU SOD	123.00	P	3508 05/14/24	05/14/24	05/14/24	1221069	
		Fund Total:		7,690.75						
08-454-6010		MILLTOWN DAM ENGINEERING								
24-01060	1 GANN005	GANNETT FLEMING INC.	PROF SERV 2/24-3/29/24MILLTOWN	26,098.56	P	1118 05/06/24	05/06/24	05/07/24	35525	

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08-454-6020		MILLTOWN DAM CONSTRUCTION								
24-01121	1 FOLEY005	FOLEY INC.	CAT CS10GC SOIL COMPACTOR RNTL	4,991.00	P	1120 05/10/24	05/10/24	05/13/24	INN0322668	
24-01129	1 FLYWA005	FLYWAY EXCAVATING, INC	MILLTOWN DAM ENHANCEMENT PYMTS	291,529.80	P	1119 05/10/24	05/10/24	05/13/24	5883	
				296,520.80						
		Fund Total:		322,619.36						
Total Charged Lines: 168		Total List Amount: 1,348,730.90		Total Void Amount:		0.00				

Totals by Year-Fund Fund Description	Fund	Expend Total
General Fund	4-01	591,466.32
Capital Reserve Fund	4-03	251,320.42
Sewer Operating Fund	4-05	73,638.17
Refuse Fund	4-06	101,995.88
Municipal Authority Fund	4-07	7,690.75
Bond Fund	4-08	322,619.36
Total of All Funds:		<u>1,348,730.90</u>
Less Municipal Authority:		-7,690.75
Total for Board Approval:		\$1,341,040.15

Memo

Date: May 15, 2024
From: Derek Davis
To: Board of Supervisors
Re: Trash & recycling 2025 Contract Discussion

We are at a point in our contract with A.J. Blosenski for refuse collection where we would be looking at two separate, 1-year extensions starting in 2025 if we were to continue. Speaking internally, I think we as staff would feel comfortable recommending to the board that we highly consider an extension through 2025.

The market for trash and recycling services is not great to say the least. Last time we went out to bid, we only had two companies actually bid and those two companies are now owned by the same conglomerate. As such, if we to go out to bid, we can envision a scenario where the current company is the low bidder, but we would actually pay them more money next year going out to bid than we would just doing the Cost-of-Living Adjustment (COLA) as specified in the current contract.

So, although we have had some collection issues, we still think this is the best route to go as it allows us to rework the bid documents through the next year and explore other options as we continue on the one-year extension. We also have a plan to start implementing more penalties for missed pickups so we can try to have some concrete actions for the headaches caused to residents at time.

I have no motion on the table. This is for discussion purposes. If the board is amenable, we can look at bringing this up in June or July to extend. The last bid documents from 2021 are attached.

JULY 19, 2021

EAST GOSHEN TOWNSHIP
MUNICIPAL WASTE AND RECYCLABLE MATERIALS COLLECTION CONTRACT

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK: The work to be performed shall consist of the collection of all "municipal waste" as defined by the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, 35 P.S. 6018.101 et seq. (hereinafter referred to as "Act 97"), Yard Waste and Leaf Waste from residences within the boundary of the Township of East Goshen Township, Chester County, Pennsylvania (hereinafter referred to as "Township"). The waste shall then be transported to the Lanchester Landfill for disposal. The Township will pay the tipping fee at the landfill. The term "tipping fee" includes any charges imposed by Lanchester Landfill for the disposal of Municipal Waste, Yard Waste, Leaf Waste, Christmas trees or Bulk Trash. It is also the intent of the Township under this contract to continue an existing program of the collection of recyclable materials in accordance with the provisions of Section 304(c) of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 556, No. 101, 53 P.S. 4000.304(c) (as amended) (hereinafter referred to as "Act 101").

2. DEFINITIONS:

Bulk Trash Items: Includes, but is not limited to, such items as hot water heaters, stoves, ranges, washers, dryers, refrigerators, freezers, dishwashers, air conditioners, sofas, mattresses, box springs, bureaus, tables, chairs and other items from residences having at least one dimension of 24 inches (24") or more. The term includes White Goods as defined below. All such items shall be able to be lifted by two people.

The Contractor shall not be required to collect or transport any item that contains or once contained Freon unless a certificate accompanies the item that attests that the Freon was removed and recycled in accordance with applicable state and/or federal laws.

The Contractor is not required to collect or transport electronic devices regulated by the Covered Device Recycling Act (Act 108) of 2010.

Building Materials: Includes such materials as drywall, insulation, tile, windows, sinks, bathtubs, toilets, doors, flooring, drywall, deck boards, lumber, cabinets, doors, shingles, block, brick, pieces of concrete or other debris that would typically result from a remodeling project or the construction of an addition, deck, garage or shed: or other debris that would result from the demolition of a shed, above ground pool, swing set, deck, or fence.

Contractor: The person, partnership, company, firm or corporation that is awarded the contract for collection of Municipal Waste, Yard Waste, Leaf Waste, etc. in East Goshen Township.

County Marketing and Disposal Facility: The Township has entered into an agreement with Chester County to utilize the County Processing and Marketing Facility for processing of

recyclable materials. Total Recycle, Inc. currently has the contract with the County and their facility is located at 1270 Lincoln Road, Birdsboro, PA, 19508.

Leaf Waste: Includes leaves from both deciduous and coniferous trees.

Municipal Waste: Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments, and from community activities, and any sludge not meeting the definition of residual or hazardous waste in Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility.

The term includes small appliances, window air conditioners and furniture whose longest dimension is less than 24 inches (24").

The Contractor shall not be required to collect or transport any item that contains or once contained Freon unless a certificate accompanies the item that attests that the Freon was removed and recycled in accordance with applicable state and/or federal laws.

The Contractor is not required to collect or transport electronic devices regulated by the Covered Device Recycling Act (Act 108) of 2010.

The term does not include recyclable materials, Building Materials, construction debris, full or partially full paint cans, used motor oil, batteries, automotive parts and tires, rocks, dirt, and branches over 6" in diameter.

Ordinance: The East Goshen Township Municipal Waste Collection and Residential Recycling Ordinance, as codified in Chapter 194 in the Code of the Township of East Goshen.

Township: East Goshen Township, Chester County, a Township of the Second Class located within the Commonwealth of Pennsylvania.

Recyclables: Includes aluminum beverage cans and pie plates; metal food and beverage cans: clear, brown, & green glass food and beverage containers; and #1 through #7 plastic containers. Cans and containers shall be rinsed and lids removed. Also includes newspapers (including the newspaper inserts); cardboard; copy paper; junk mail; office paper; catalogues, magazines, paperback books and phone books; clean pizza boxes; paper egg cartons; and cereal, cake and cracker boxes.

Single-Family Dwelling Unit: A single-family structure on its own lot that has a yard on four sides or a semi-detached family structure that has a yard on three sides. A semi-detached unit is commonly known as a twin or double. The term also includes the 15 townhouses in Dutts Mill.

White Goods: Includes, but is not limited to, such items as hot water heaters, stoves, ranges, cooktops, washers, dryers, refrigerators, freezers, dishwashers, and air conditioners and similar appliances.

Yard Waste: The term includes Leaf Waste. It also includes weeds, brush, grass clippings, sticks, twigs, branches six inches (6") or less in diameter, and other material that is typically generated from the yard and garden of a single-family dwelling unit. The term does not include dirt, stones, or branches over six inches (6") inches in diameter. Christmas trees are considered Yard Waste.

3. EXAMINATION OF TOWNSHIP: Bidders shall inspect the Township so that they can make their own judgment concerning all circumstances affecting the cost of service in question and the nature of the work to be performed. Bidders shall assume all risks, whether or not patent, latent, known, hidden, or foreseeable.

4. SPECIFICATIONS AND DOCUMENTS: Bidders are advised to examine carefully the specifications and all documents describing the proposed work and to make their own independent judgment with respect to the circumstances affecting the cost of work and the performance required by said documents.

5. SUMMARY OF COLLECTIONS:

- A. The Contractor will be required to provide the following service at each single-family dwelling unit.
 - a. Municipal Waste (no limit on the amount) shall be collected two days per week.
 - b. Single stream (co-mingled) Recyclables (no limit on the amount) shall be collected once a week.
 - c. Yard Waste (no limit on the amount) to be collected once a week.
 - d. Bulk Trash (a maximum of two Bulk Trash items) will be collected once a month.
- B. The Contractor will be required to provide Municipal Waste container service to the Township Building. The Contractor shall provide a three (3) yard container which shall be serviced weekly.
- C. The Contractor will be required to provide Municipal Waste container service to the Township Park. The Contractor shall provide a three (3) yard container which shall be serviced weekly.
- D. The Contractor will be required to provide Municipal Waste container service to the Ridley Creek Sewer Plant. The Contractor shall provide a three (3) yard container which shall be serviced weekly.
- E. The Contractor will be required to provide recycling services to the Township Building. The Township will put out for collection two or three (2-3) toters (~96 gallon) at the Township Building. The Township Building shall be serviced weekly.
- F. The Contractor will be required to provide recycling services to the Township Park. The Contractor shall provide a three (3) yard container for recyclable materials at the

Township Park, which shall be serviced weekly.

G. The Contractor will be required to provide a thirty (30) yard roll-off dumpster at the Township Building. Hauling shall be done on an as-needed basis.

H. The Contractor will be required to provide Roadside Litter Control Services on an as needed basis.

6. CONTRACTOR PHOTOGRAPH EQUIPMENT: The trucks used by the Contractor for the collection of Municipal Waste, Recyclables, Yard Waste, Leaf Waste, White Goods, and Bulk Trash shall be equipped with cameras and have the equipment necessary to transmit photos. In order to address complaints about missed collections the Contractor shall take a date and time stamped photo of any residence that does not have any Municipal Waste, Recyclables, Yard Waste, Leaf Waste and/or Bulk Trash out for collection. In addition the Contractor shall take a date and time stamped photo of any residence that has placed out any Municipal Waste, Recyclables, Yard Waste, Leaf Waste and/or Bulk Trash out for collection that is not in compliance with the requirements set forth in these bid documents. The Contractor shall retain these photos for a period of 48 hours. The Contractor shall have the capability to transmit a photo(s) for a specific location to the Township via email or text message within 10 minutes of the request.

7. SINGLE-FAMILY DWELLING UNITS: The Contractor will be required to submit its bid based upon the number single-family dwelling units listed on the Cost Breakdown form. Payment will be based upon the actual number of single-family dwelling units from which Municipal Waste and recyclable materials are collected during a given month.

The Contractor understands that during the term of the contract, the Contractor may be required to increase or decrease the number of single-family dwelling units that are serviced at the same monthly cost per single-family dwelling unit that was submitted by the Contractor on the Proposal Form.

7. SCOPE AND AREA OF COLLECTION DISPOSAL: The Contractor shall supply all of the labor and equipment required to collect from the single-family dwelling units in the Township all Municipal Waste, Yard Waste, and Bulk Trash items, and transport the same to the Lanchester Landfill; and, to collect all recyclable materials from the single-family dwelling units in the Township and transport same to the County Marketing and Disposal Facility. The Contractor shall be able to process and market the recyclable materials in the event the County Marketing and Disposal Facility is not operational.

The Contractor shall comply with the Ordinance, all applicable laws and statutes of the Commonwealth of Pennsylvania, including but not limited to Act 97 and Act 101 and all applicable regulations promulgated there under, of the County of Chester and of the United States Government and/or their agencies with respect to Worker's Compensation and the hauling and disposal of all materials collected.

THE RULES AND REGULATIONS PERTAINING TO THE COLLECTION AND

DISPOSAL OF MUNICIPAL WASTE AND RECYCLABLE MATERIALS ISSUED BY TOWNSHIP, COUNTY, STATE OR FEDERAL AGENCIES SHALL BE CONSIDERED TO BE AN INTEGRAL PART OF THESE REGULATIONS AND SHALL BE BINDING ON THE CONTRACTOR.

THE CONTRACTOR SHALL BE REQUIRED TO COMMENCE COLLECTION SERVICES ON JANUARY 1, 2022.

8. TOWNSHIP RESPONSIBILITIES: The Township shall cause the following to occur:

A. Preparation of Municipal Waste, Yard Waste, Leaf Waste, Bulk Trash items and Christmas trees:

Municipal Waste shall be placed at the curbside on the designated collection days. The waste shall be placed in trash bags that will be taken with the waste or in a trash can that will be emptied by the Contractor. The weight of each trash bag or trash can shall not exceed fifty (50) pounds. Lightweight materials shall be properly tied into bundles or packaged in a manner designed to prevent any scattering while the Contractor is handling the same or while such materials await collection. Bundles shall be of a size and construction to permit handling by one man and shall not exceed fifty (50) pounds in weight.

Yard waste shall be placed at the curbside on the designated collection days. The waste shall be placed in biodegradable paper bags that will be taken with the waste or in a trash can that will be emptied by the Contractor. The weight of each paper bag or trash can shall not exceed fifty (50) pounds. Yard waste that is too bulky to be placed in a trash can shall be cut up and tied into bundles. The bundle(s) shall be of such size that the longest dimension thereof shall not exceed three (3') feet and the total weight of each bundle shall not exceed fifty (50) pounds. Yard waste in plastic bags will not be collected. Branches over six inches (6") in diameter will not be collected.

Christmas trees shall be placed at the curbside on the designated collection days. Christmas trees in plastic bags will not be collected.

Leaf Waste shall be placed at the curbside on the designated collection days. The waste shall be placed in biodegradable paper bags that will be taken with the waste or in a trash can that will be emptied by the Contractor. The weight of each paper bag or trash can shall not exceed fifty (50) pounds. The total weight of each bag or trash can shall not exceed fifty (50) pounds. Leaf Waste in plastic bags will not be collected.

Bulk Trash items shall be placed at the curbside on the designated collection days. Each item must be able to be lifted by two people. The Contractor is not required to collect or transport any item that contains or once contained Freon unless a certificate accompanies the item that attests that the Freon was removed and recycled in accordance with applicable state and/or federal laws.

White Goods items shall be placed at the curbside on the designated collection days. Each item must be able to be lifted by two people. The Contractor is not required to collect or transport any item that contains or once contained Freon unless a certificate accompanies the item that attests that the Freon was removed and recycled in accordance with applicable state and/or federal laws.

The Township shall provide the Contractor with a list of street addresses at which White Goods will be placed out for collection.

B. Designation and Preparation of Recyclable Materials:

Recycling containers shall be placed at curbside on the designated recycling day. The recycling containers shall be those supplied by the Township or similar containers marked with the recycling logo that have been purchased by the resident. The Township has provided the residents with ~16 gallon open bins and ~65 gallon totes with lids. The total weight of any container shall not exceed fifty (50) pounds.

NOTE: The Township reserves the right to change the designated recyclable materials.

C. Disposition of Recyclable Materials: The Township will not provide storage for the recyclable materials.

D. Program Monitoring and Receipt of Citizen Complaints: The Township shall monitor the Contractor's performance and shall take citizen complaints. The Township will notify Contractor of these complaints.

E. Violation Notices: The Township will supply the Contractor with violation notices.

F. Notification: The Township has the ability to advise residents in the event collections will be or have been canceled due to weather conditions or some other emergency.

9. CONTRACTOR'S SCOPE OF WORK: The Contractor shall abide by all traffic regulations while collecting the Municipal Waste, Yard Waste, Bulk Trash items and recyclable materials. In addition the Contractor shall comply with all applicable Federal, State, County and Township regulations.

A. Municipal Waste, Scope of Work: The Contractor shall provide all labor and equipment necessary to collect Municipal Waste from the single-family dwelling units in the Township and transport the same to the Lanchester Landfill. The total weight of each container shall not exceed fifty (50) pounds. Municipal Waste will be collected twice a week and there is no limit on the amount of Municipal Waste that can be placed out for collection.

B. Recyclable Materials, Scope of Work: The Contractor shall provide all labor and equipment necessary to collect recyclable materials from the single-family dwellings in the Township and transport same to the designated County Marketing and Processing Facility. The total weight of each container shall not exceed fifty (50) pounds. Recyclable

materials will be collected once a week and there is no limit on the amount of recyclable materials that can be placed out for collection.

The Contractor shall not contaminate the collected recyclable materials with non-recyclable materials.

The Contractor shall be required to collect all properly prepared recyclable materials, but shall not be required to collect improperly prepared recyclable materials.

The Contractor shall tag recycling containers that do not contain properly prepared recyclable materials or contain Municipal Waste with a violation notice supplied by the Township.

C. Bulk Trash Items, Scope of Work: The Contractor shall provide all labor and equipment necessary to collect Bulk Trash items waste from the single-family dwelling units in the Township and transport the same to the Lanchester Landfill. All such items shall be able to be lifted by two people.

D. White Goods Items, Scope of Work: The Contractor shall provide all labor and equipment necessary to collect White Goods from the single-family dwelling units in the Township and transport the same to a scrap metal facility. All such items shall be able to be lifted by two people. The Contractor is not required to collect or transport any item that contains or once contained Freon unless a certificate accompanies the item that attests that the Freon was removed and recycled in accordance with applicable state and/or federal law. The Township will pay all fees imposed by the scrap metal facility for disposal of said White Good items and receive any revenues generated from the scrap metal facility. The scrap metal facility shall be approved by the Township, however the approval shall be not unreasonably withheld.

E. Yard Waste, Scope of Work: The Contractor shall provide all labor and equipment necessary to collect Yard Waste from all of the single-family dwellings in the Township and transport the same to the Lanchester Landfill.

All Yard Waste shall be placed in a biodegradable paper bag that will be taken with the Yard Waste or in a trash can that will be emptied by the Contractor. Yard Waste shall not be placed in plastic bags. When applicable, Yard Waste shall be securely tied into a bundle, and shall be of such size that the longest dimension thereof shall not exceed three (3') feet and the total weight thereof shall not exceed fifty (50) pounds. Branches over six inches (6") in diameter will not be collected. Yard Waste will be collected weekly. There is no limit on the amount of Yard Waste that can be placed out for collection.

F. Leaf Waste, Scope of Work: The Contractor shall provide all labor and equipment necessary to collect Leaf Waste from all of the single-family dwellings units in the Township and transport the same to the transport the same to the Lanchester Landfill.

Leaf Waste shall be placed in a biodegradable paper bags that will be taken with the

leaves, or placed in a trashcan or similar container that will be emptied by the Contractor's employees. The total weight of each bag or container shall not exceed fifty (50) pounds. Leaf Waste shall not be placed in plastic bags. Leaf Waste will be collected every week and there is no limit on the amount of Leaf Waste that can be placed out for collection.

G. Christmas Trees, Scope of Work: The Contractor shall provide all labor and equipment necessary to collect Christmas trees from all of the single-family dwellings in the Township and transport same to the Lanchester Landfill.

Christmas trees shall be placed at the curbside for collection. Christmas trees shall not be in plastic bags. Christmas trees will be collected weekly during the month of January in conjunction with the collection of Yard Waste.

H. Township Facilities, Scope of Work:

1. The Contractor will be required to provide Municipal Waste container service to the Township Building. The Contractor shall provide a three (3) yard container which shall be serviced weekly.
 2. The Contractor will be required to provide Municipal Waste container service to the Township Park. The Contractor shall provide a three (3) yard container which shall be serviced weekly.
 3. The Contractor will be required to provide Municipal Waste container service to the Ridley Creek Sewer Plant. The Contractor shall provide a three (3) yard container which shall be serviced weekly.
 4. The Contractor will be required to provide recycling services to the Township Building. The Township will put out for collection weekly two or three (2-3) toters (~96 gallon) at the Township Building.
 5. The Contractor will be required to provide recycling services to the Township Park. The Contractor shall provide a three (3) yard container for recyclable materials at the Township Park, which shall be serviced weekly.
- I. Roll-off Dumpster: The Contractor shall provide a thirty (30) yard roll-off dumpster for the Township Building. Hauling shall be done on an as-needed basis and the waste shall be transported to the Lanchester Landfill. The actual number of times the Contractor must haul the dumpster will vary from month to month. The Contractor will be paid based on the actual number of hauling's performed.
- J. Roadside Litter Control Service: The Contractor shall provide Roadside Litter Control Service as directed by the Township. The Roadside Litter Control service shall consist of the collection "litter" for a period of eight (8) hours during a day.

Litter includes all refuse and discarded material; generally referred to as "litter" accumulated, visible or discoverable on:

- a. the shoulders of any road; and,
- b. any areas adjacent to any road that are:
 - i. within the road right-of-ways (generally 25 feet from the centerline of the road), and/or,
 - ii. reasonably and safely accessible to the Contractor's employees with appropriate work shoes including road embankments and slopes

Examples of "litter" include but are not limited to: glass and plastic bottles/containers, paper and cardboard of any type; aluminum and all metal type cans/containers; milled wood materials and construction/building debris, tires, and automotive parts

The Contractor will notify Township for pickup of large bulk items found along the road.

The Contractor will provide a Litter Collection Crew comprised of a licensed driver and a litter collection worker. The method for collection of roadside litter shall be a vehicle equipped with proper safety lights and signage (sign shall notify traffic approaching from both directions of "East Goshen Township Roadside Litter Collection in Progress"), a licensed driver, and a litter collection worker staged and walking in front of the vehicle and collecting on one side of the street.

The actual number of times the Contractor shall provide Roadside Litter Control Service will vary from month to month. The Contractor will be paid based on the actual number of Roadside Litter Control Services performed.

J. Processing and Marketing of Recyclable Materials: The Township has entered into an agreement with Chester County to utilize the County Processing and Marketing Facility for processing of recyclable materials. Total Recycle, Inc. currently has the contract with the County and their facility is located at 1270 Lincoln Road, Birdsboro, PA, 19508.

In the event the County's contract with Total Recycle, Inc. is not renewed, but the County enters into an agreement with another firm to process and market the recyclable materials the Contractor shall deliver the materials to that firm's facility.

In the event the Township's agreement with the County is not renewed, the Contractor shall assume ownership of the recyclable materials at curbside, and be responsible for the processing and marketing of the recyclable materials. The price per ton paid to the Township or negative charge per ton paid by the Township to process and market the recyclable materials shall be in accordance with the prices quoted in "Recycling Times" or some other trade journal. It is expected that the prices for these recyclable materials

may fluctuate during the term of this contract.

The Township will pay all fees imposed by County Processing and Marketing Facility for disposal of said Recyclables and receive any revenues generated from the County Processing and Marketing Facility for the sale of said Recyclables.

K. Collection Schedule:

The Township is divided into two zones. See map on the East Goshen Township Web Page <http://eastgoshen.org/refuse>

Collections shall be made between the hours of 6:00 AM and 5:30 PM, Monday through Friday. The current schedule is as follows:

South End of the Township

Municipal Waste - Monday and Thursday week.

Recycling – Monday

Leaf & Yard Waste – Wednesday

Christmas Trees – Wednesdays in January

Bulk Trash Items – The Thursday in the second full week of each month.

White Goods – The Thursday in the second full week of each month.

North End of the Township.

Municipal Waste – Tuesday and Friday

Recycling – Tuesday

Leaf & Yard Waste – Wednesday

Christmas Trees – Wednesdays in January

Bulk Trash Items – The Friday in the second full week of each month.

White Goods – The Thursday in the second full week of each month.

The Township reserves the right to “switch” the Municipal Waste, Recycling and Bulk Trash collection days for each End of the Township.

The Contractor shall follow the schedule of holidays that is approved by the Chester County Solid Waste Authority.

The Contractor is not required to collect Municipal Waste, Yard Waste, Leaf Waste, Christmas trees, Bulk Trash items or recyclable materials on those days the Lanchester Landfill is closed.

The Contractor is not required to make up collection days missed as a result of the Lanchester Landfill being closed.

Collection shall be made regardless of weather conditions, unless authorization to cancel collection is received from the Township. If the Contractor is authorized to cancel collections, any collections not made that

day shall be made the next day unless another day is approved by the Township.

L. Record keeping: The Contractor shall provide the Township with the tonnage of Municipal Waste and Bulk Trash (excluding White Goods) collected, the Tonnage of White goods collected, the tonnage of Recyclable Materials collected, and the tonnage of Yard Waste collected on a monthly basis.

M. Disposition of Waste: All Municipal Waste, Yard Waste, Leaf Waste, Christmas trees and Bulk Trash items (excluding White Goods) contracted to be collected herein shall be delivered to the Chester County Solid Waste Authority Lanchester Landfill. The Township shall pay the tipping fee. The term "tipping fee" includes any charges imposed by Lanchester Landfill for the disposal of Municipal Waste, Yard Waste, Leaf Waste, Christmas trees or Bulk Trash.

N. New Single-Family Dwelling: The Township will notify the Contractor of new single-family dwellings on a weekly basis. The Contractor shall begin collection services for those single-family dwellings on the next regularly scheduled collection day.

O. Major Roads: In order to minimize delays for motorists the Contractor shall not collect Municipal Waste, Recyclables, Yard Waste, Leaf Waste, Christmas trees or Bulk Trash items during peak traffic times (7:00 AM to 9:00 AM and after 4:30 PM) for single-family dwelling on: North Chester Road, Boot Road and Paoli Pike.

P. Reserved:

Q. Supervision: The Contractor shall have a supervisor with pick-up truck in the Township during any day that Municipal Waste, Recyclables, Yard Waste, Leaf Waste, Christmas trees and Bulk Trash items are to be collected. The supervisor shall have a cell phone so that he can be in direct contact with the Township in order to remedy any missed collections, or any other problems that occur during the course of collections. The supervisor shall arrive at the Township no later than noon and shall not leave the Township until 5:00 PM or the completion of collections, whichever is later.

R. Conduct of Employees: The Contractor shall further be held responsible for the conduct and deportment of the Contractor's employees during the performance of their work. Said employees shall not use loud, abusive, profane or lewd language in their dealings with the public, nor shall they use loud, abusive, profane or lewd language amongst themselves during the performance of their work. Further, said employees shall conduct their work as quietly as possible with a minimum of interference to pedestrian and vehicular passageway through the Township.

S. Care of Trash Cans and Recycling Containers: The Contractor's employees shall handle all trash cans and recycling containers with reasonable care to avoid damage. **The Contractor shall place the empty container back in its original location after**

emptying. Each collection crew shall have a broom and shovel and they shall promptly clean up any materials spilled during collection

10. VIOLATIONS, REJECTED LOADS, AND TERMINATION OF CONTRACT

A. Violations: It is understood that the orderly and proper collection of Municipal Waste, Yard Waste, recyclable materials, etc. as defined herein, is a matter of serious and vital concern to the Township because of the effect which it has upon the health and welfare of the residents. Furthermore, it is anticipated that occasional minor breaches or violations may occur during the course of the performance of the contract. Since the cost of these minor breaches or violations are incapable of prompt and reasonable calculation, the Township Manager, may invoke the following stipulated liquidated damages on behalf of the Township. This determination and certification of the same shall be final.

The Township Manager or his designee shall notify the Contractor of such violations. If the violation is not corrected within a reasonable amount of time, as determined by the Township Manager, the Township Manager may assess a fine in accordance with the following schedule of liquidated damages:

1. The collection of Municipal Waste from non-East Goshen Township dwelling unit or business establishment and hauling same to the landfill - \$500.00 per offense
2. Failure to collect Municipal Waste, Yard Waste, Leaf Waste, Bulk Trash or Recyclables - \$25.00 per occurrence
3. Failure to replace the trashcan(s) or recycling container(s) in original location- \$25.00 per occurrence. The Township is aware that wind and large trucks can move refuse and recycling containers after they have been emptied, and allowances will be made for windy days and for properties located on major roads.
4. Using or maintaining trucks in a leaking or unsanitary condition - \$300.00 per offense.
5. Damaging or carrying away a resident's Municipal Waste or recycling container(s) – replacement cost of the container.
6. Failure to clean up any waste materials or Recyclables that fall to the ground - \$300.00 per offense.
7. Failure to have a supervisor in the Township as required by Section 12 of the Instructions to Bidders - \$300.00 per offense.

Any damages assessed for any of the aforesaid violations shall be deducted from the next payment due to the Contractor.

B. Loads Rejected by the Recycling Center: The Contractor is responsible for collection of only properly prepared Recyclables. If any load of recyclable materials is rejected at the recycling center because of contamination the Contractor will pay the Township the revenues that the Township would have received if the load had not been contaminated. In addition the Contractor shall all costs associated with the disposal of the rejected load.

C. Contractor Default and Notice: The following events shall constitute an event of default ("Event of Default):

1. The failure of the Contractor to collect the materials required herein for a period of five (5) consecutive days; or
2. Five or more violations by the Contractor as set forth in Section 10.A within a one (1) week period for two (2) consecutive calendar weeks.

The Township shall not proceed against the Contractor under Section 10.D unless notice describing the Event of Default has been provided to Contractor. The Contractor shall be given a 24 hour period to cure such Event of Default before the Township exercises one of the remedies provided in Section 10.D.

D. Township's Remedies upon Event of Default: In the Event of Default, the Township may exercise any one or more of the following remedies:

1. Terminate the Contract by providing written notice to Contractor; and/or
2. Notifying the Contractor's surety and collecting on the performance bond that Contractor has posted with the Township; and/or
3. File an action in law against the Contractor seeking the payment of all damages sustained by the Township as a result of Contractor's default; and/or
4. File an action in equity against Contractor seeking specific performance of the Contractor's obligations under this Contract.

The Township shall, in addition, have such other legal remedies for the collection of such obligations as are now, or may hereafter be provided by law. All remedies of the Township shall be cumulative and not exclusive and are enforceable in the Township's discretion alternatively, successively, or concurrently on any one or more occasions and in any order the Township may determine.

E. Force majeure: It is hereby stipulated and agreed that in the event of a labor stoppage; labor strike, lockout; destruction of or damage to the Contractor's equipment caused by Acts of God; fires; explosions or other matters beyond the reasonable control of the Contractor; restraints of government; lawful orders of the court, administrative agencies or governmental officers; suspension, termination or interruption of governmental licenses or permits; changes in laws, regulations, or ordinances; the Contractor shall not be considered in default or breach of the Contract by reasons thereof, provided, however, that the Township's cost of performing the work specified in the Contract during such period shall be charged to and reimbursed by the Contractor as in the case of default by the Contractor.

11. BIDDERS' QUALIFICATIONS AND EXPERIENCE: Bidders submitting proposals must have previous experience in the collection of recyclable materials and municipal solid waste. **Bidders shall submit the following with their proposal:**

A list of locations in Pennsylvania where the bidder is under contract to collect municipal solid waste and/or Recyclables with references for listed locations. References to include the name of the municipality and the name, address and telephone number of the contact person.

12. RESERVED:

13. TERM OF CONTRACT: The term of the contract shall be for a period of one (1) year commencing on January 1, 2022 and ending on December 31, 2022.

The Board of Supervisors, in its sole discretion shall have the option, to extend the contract for four (4) additional one (1) year periods. The Board of Supervisors shall notify the Contractor of their decision to extend or not extend the contract a minimum of ninety (90) days before the expiration date of the then current term of the contract.

If the contract is extended the all costs will be increased by a percentage equal to the change in Consumer Price Index US City Average for All Urban Consumers (CPI-U) for the twelve month period ending in December 2022, 2023, 2024 and 2025 as applicable.

14. ASSIGNMENT: It is understood and agreed by the Contractor that, during the performance of its duties under this contract, it will not assign its contractual rights or its duties and obligations arising hereunder, to any third person without the prior written approval of the Township being first had and obtained, which approval the Township shall be under no obligation to give, it being at all times understood that the Contractor is not acting as an agent or a subsidiary of any other entity.

15. MERGER/BANKRUPTCY/BULK SALE: During the term of the contract, Contractor covenants, warrants and agrees that it will not file any proceeding in bankruptcy or reorganization under the bankruptcy laws of the United States or under any specific debtor, receivership, composition for creditors, liquidation proceedings or similar proceedings under Pennsylvania law.

Contractor further covenants, warrants, and agrees that, during the term of any contract awarded, that it will not merge with any other entity or become a subsidiary of any other person, corporation, or any other entity. Contractor also warrants that it will not undertake the sale of its assets, stock, or equipment during the term of the contract in any fashion, which might jeopardize or compromise service or performance.

If, despite the covenant contained herein, said Contractor does file proceedings in bankruptcy or like proceedings in State courts, or by merger or sale becomes acquired by any other corporation or entity, such actions shall constitute a termination of the contract and a forfeiture of the Performance Bond, at the Township's sole election.

16. INSPECTION: The Township or any authorized representative thereof may inspect the collection process employed by the successful Contractor under the contract and may require the correction of any improper or deficient performance of the contract through the designated supervisor of the Contractor. The Township specifically reserves the right to inspect any truck used in the collection of refuse and Recyclables at any time in order to ensure that the terms of this contract are being adhered to.

17. WORKMEN'S COMPENSATION INSURANCE: The Contractor during the term of this contract shall carry workmen's compensation insurance, insuring and covering any and all persons employed by him in the performance of this contract, and before starting work on the contract, shall annually file a certificate from the insurance company certifying the issuance of such company's insurance policy and the payment of the premium thereof with the Township. **An affidavit accepting the provisions of the Pennsylvania Workmen's Compensation Act of 1915 shall be submitted with each proposal.**

18. LIABILITY INSURANCE: The Contractor shall maintain, during the term of this contract at its sole expense, the following minimum liability insurance coverage:

A. General public liability insurance (non-automotive) for bodily injury and property damage in the amount of \$500,000.00 per occurrence but with the aggregate limit of \$1,000,000.00.

B. Automotive liability insurance for bodily injury and property damage in the amount of \$500,000.00.

C. Umbrella excess liability insurance coverage in the amount of \$10,000,000.00.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amount set forth above and shall, inter alia, **NAME THE TOWNSHIP AS AN ADDITIONAL NAMED INSURED** and be designed to protect the Township from any and all claims for damage of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of this contract, whether such obligation be controlled by the Contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of this contract and shall otherwise indemnify and hold the Township harmless from any and all manner of claims, lawsuits, judgment, damages and executions and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business within the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Township before the execution of the contract hereunder. Said policy shall remain in full force and effect until the expiration of the term of this contract or any extensions or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor

shall provide the Township the original policies of insurance herein referred to or true copies thereof, prior to commencing work under this contract.

Evidence of said insurance shall be submitted to the Township within fourteen (14) days after notification of the award of contract.

D. Cancellation of Insurance: Each and every policy of insurance maintained in accordance with the terms of these specifications or the contracts entered hereunder, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Township, by certified mail, return receipt requested, written notice of any modification, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Township, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirement set forth herein, the Contractor shall be deemed to be in default and the Township shall terminate this agreement as of the effective date of said change in insurance coverage and the surety on the performance bond shall be held responsible by the Township for any loss arising as a result thereof.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect the Township from any and all claims whatsoever in nature regardless of the source of said claim and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage or any other claim of damage which may be incident to the same.

E. GOVERNMENTAL IMMUNITY WAIVER: All policies of insurance required pursuant to these specifications or the contract(s) entered into therein under, shall waive any governmental immunity, if any, of the Township and shall extend to and include all direct and indirect agents and employees of the Contractors and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the Contractor pursuant to the terms of this contract.

19. HOLD HARMLESS PROVISION: The Contractor will indemnify and save harmless the Township and all its officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract or the failure to perform the contract.

20. BONDS:

A. Bid Bond: **A bid bond or a certified check in the amount of \$20,000 shall be submitted with each proposal.** Bid bonds shall be on the form provided and shall be duly executed by the bidder as principal and the surety company. The surety company must be authorized to do business in the Commonwealth of Pennsylvania and the Bid Bond must be accompanied by a Power of Attorney nominating, constituting and appointing the person whose signature appears on said bid bond as the true and lawful agent of the surety to execute all bonds and the consent on its behalf.

Any certified check that is received by the Township in lieu of a Bid Bond will be returned upon execution of the agreement.

In the event any bidder shall, upon award of the contract to him, fail to execute the agreement or comply with the requirements of these specifications, the full amount of the Bid Bond or certified check shall be forfeited to the Township as liquidated damages (not a penalty).

A Consent of Surety shall be submitted by which the Surety acknowledges that the bidder, if successful, will be able to provide the Township with a performance bond for 100% of the amount of the contract award, which shall be calculated in accordance with Section 23 Bid Award hereof. **The Consent of Surety shall be on the form provided and submitted with each proposal.**

B. Performance Bond The successful bidder will be required to obtain and post a performance bond in the amount of 100% of the amount of the contract award, which shall be calculated in accordance with Section 23 Bid Award hereof. The performance bond shall be submitted within fourteen (14) days after notification of the award of the contract. **The performance bond shall be on the form provided.**

If the Board of Supervisors extends the contract, the Contractor shall within fourteen (14) days after notification provide the Township with an updated performance bond. The performance bond shall be increased by a percentage equal to the change in Consumer Price Index US City Average for All Urban Consumers (CPI-U) for the twelve month period ending in December 2022, 2023, 2024 and 2025 as applicable.

21. SCHEDULE OF PAYMENTS: The Township shall pay the Contractor monthly, for the collection of Municipal Waste, Yard Waste, Leaf Waste, Christmas trees, Bulk Trash items and recyclable materials completed in accordance with these specifications.

The Contractor shall be paid based on the actual number of single-family dwelling units serviced, the actual number of hauling's of the 30 yard roll-off dumpster during the preceding month, and the actual number of Roadside Litter Control Services during the preceding month.

22. DRUG AND ALCOHOL TESTING PROGRAM: The Omnibus Transportation Employee Testing Act of 1991 requires drug and alcohol testing for safety-sensitive employees in the aviation, motor carrier and mass transit industries, and required the U.S. Department of Transportation to promulgate rules mandating and regulating anti-drug and alcohol misuse prevention programs.

In addition to the above all employees that load the refuse and recycling trucks with the Municipal Waste, Leaf Waste, Yard Waste, Christmas Tree, Bulk Trash items and recyclable materials, shall participate in a drug testing program.

An affidavit confirming the above shall be submitted with each proposal.

23. BID AWARD: The Township will determine the low bidder by calculating the Total Cost for 2022 as listed on the Cost Breakdown. For the purpose of determining the low bidder only it will be assumed that the thirty (30) yard roll off at the Township Building will be hauled monthly and that there will a Roadside Litter Control Service monthly. Both of these will only be done

If the total cost on any proposal is found to be computed incorrectly, the Township reserves the right to make such changes as are necessary in the extended amounts and total cost on the basis of the unit prices given and the quantities stated for the scheduled items therein.

The Board of Supervisors of East Goshen Township reserves the right to waive technicalities, to reject any or all bids or items herein and to make the award that is in the best interests of the Township.

24. ADDENDA: Any revision or interpretation of the bid specifications prior to the bid opening will be in the form of an addendum that will be posted on the East Goshen Township web page www.eastgoshen.org. See "Legal and Bid Notices and RFPs" under the "About Us" tab.

Bidders shall acknowledge receipt of addenda on the bid form.

EAST GOSHEN TOWNSHIP PROPOSAL FORM

(Please print or type):

Date 8/23/2021

Firm Name A.J. Blosenski, Inc

Address 1600 Chestnut Tree Road Honey Brook, PA 19344

Contact Person Anthony J. Blosenski - President

Telephone 610-942-2707

Fax 610-942-2495

E-Mail Anthonyblosenski@ajblosenski.com

This proposal is submitted in accordance with the advertisement inviting bids to be received by East Goshen Township at the Township Building, 1580 Paoli Pike, West Chester, PA, 19380, for the collection of Municipal Waste and Recyclable Materials.

After examining all parts of this project for supplying of collection services for recyclable materials and Municipal Waste, and service to municipal facilities we have read and understand the specifications as set forth in the Instructions to Bidders, and hereby propose to furnish said services in strict accordance with all specifications for the sums indicated, and the undersigned herein agrees to furnish all labor, materials and equipment and to perform all work necessary to complete in a workmanlike manner, the work described in the above-mentioned contract, in accordance with said contract documents to the satisfaction and acceptance of the Township, for the sum as stated below;

TOTAL COST FOR 2022 \$962,479.68

In submitting this proposal, it is understood that it is the right of the Township to reject any or all proposals or parts thereof, and to waive any informalities or technicalities in said proposals. This proposal shall remain firm for at least ninety (90) days from bid opening.

The undersigned further agrees that he or it possesses the necessary skill required to determine the adequacy of the Township's bid specifications for the purpose of arriving at the contract price, and that he has exercised this skill and that he finds them fit and sufficient for the purpose intended and free from ambiguities, and also has carefully examined the Instructions to Bidders and other Contract Documents, including the addenda listed below, and the site of the work, and from his own investigations, has satisfied himself as to the nature and location of the work, the character of the work to be encountered, the equipment and other facilities needed for

the performance of the work, the general and local conditions, and other matters which may in any way affect the work or its performance and that he has complied with every requirement of this invitation.

Addenda (list addenda)

None

Accompanying this proposal is a certified check or bid bond in the amount of TWENTY THOUSAND (\$20,000.00) DOLLARS made payable to the Township, which it is agreed will be forfeited as liquidated damages if the undersigned fails to execute the contract and furnish the performance bond and evidence of insurance, as specified, within 14 days after notification of the award of the contract is mailed to him at the official address of the undersigned below.

Accompanying this Proposal Form is the:

- 1) Bid Bond, ✓
- 2) Consent of Surety, ✓
- 3) Bidder's qualifications, ✓
- 4) Affidavit affirming the person who signed the proposal is authorized to do so, ✓
- 5) Affidavit accepting the provisions of the PA Workmen's Compensation Act, ✓
- 6) Affidavit of Non-Collusion, ✓
- 7) Affidavit accepting the provisions of the Omnibus Transportation Employee Testing Act of 1991. ✓
- 8) Cost Breakdown ✓

(IF A CORPORATION)

Attest:

Anthony Blosenski
Title PRESIDENT

A.J. Blosenski, Inc

Name of Corporation

James J. Clark
Title BUSINESS MANAGER

1600 Chestnut Tree Road

Address

Honey Brook, PA 19344

City, State, Zip Code

(Seal)

Incorporated under the laws of the State of Pennsylvania
and (has, ~~has not~~) been granted a Certificate of Authority to do business in the Commonwealth of Pennsylvania.

(IF AN INDIVIDUAL OR A PARTNERSHIP)

Witness:

Signed:

* _____

Address

City, State, Zip Code

Witness:

Partner

Partner

Partner

* _____ is a co-partnership trading and doing business

under this firm name with _____ as
partners.

* _____ is an individual or partnership under a fictitious
name and (has, has not) registered under the Fictitious Name Act of the Commonwealth of
Pennsylvania.

COST BREAKDOWN

Firm Name A.J. Blosenski, Inc

2022 COSTS		
1	MONTHLY COST PER DWELLING UNIT	\$22.48
2	TIMES NUMBER OF DWELLING UNITS	3383
3	MONTHLY COST ALL DWELLING UNITS	\$76,049.84
4	MONTHLY COST FOR TOWNSHIP FACILITIES	included
5	MONTHLY COST FOR ROLL-OFF	included
6	HAULING COST FOR ROLL-OFF	included
7	ROADSIDE LITTER SERVICE	\$ 4,156.80
8	TOTAL MONTHLY COST (SUM OF 3 + 4 + 5 + 6 + 7)	\$80,206.64
9	TIMES NUMBER OF MONTHS	12
10	TOTAL COST FOR 2022	\$962,479.68

AFFIDAVIT

OF AUTHORIZATION TO EXECUTE THE PROPOSAL FORM

Anthony J. Blosenski being first duly sworn, deposes and
(Printed Name)

says that is the President
(Title)

of A.J. Blosenski, Inc
(Company Name)

who signed the foregoing proposal that he was duly authorized to sign on their behalf, and that the bid is the true offer of the bidder and that all declarations and statements contained in the bid are true to the best of his knowledge and belief.

Anthony J. Blosenski
(Signature of the person named above)

Sworn to and subscribed by me

this 20 day of August 2021

Cassandra R. Ferrell
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Cassandra R. Ferrell, Notary Public
Chester County
My commission expires July 27, 2024
Commission number 1299774
Member, Pennsylvania Association of Notaries

AFFIDAVIT

ACCEPTING THE PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

Anthony J. Blossenski being first duly sworn, deposes and
(Printed Name)

says that is the President
(Title)

of A.J. Blossenski, Inc
(Company Name)

who submitted the foregoing proposal or bid; and that he or it has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments and have insured their liability hereunder in accordance with the terms of said Act with:

Harco National Insurance Company
(Name of Surety Company)

Anthony J. Blossenski
(Signature of the person named above)

Sworn to and subscribed by me

this 20 day of August 2021

Notary Public Cassandra R. Ferrell

Commonwealth of Pennsylvania - Notary Seal
Cassandra R. Ferrell, Notary Public
Chester County
My commission expires July 27, 2024
Commission number 1299774
Member, Pennsylvania Association of Notaries

**AFFIDAVIT
OF NON-COLLUSION**

Anthony J. Blosenski first duly sworn, deposes and says
(Printed Name)

President
that he is the _____
(Title)

of A.J. Blosenski, Inc
(Company Name)

who signed the above proposal or bid on behalf of the party making the foregoing proposal or bid; that he was duly authorized to sign on their behalf; that the bid is the true offer of the bidder; that such bid is genuine and not collusive or a sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Township or any person interested in the proposed contract; and that all declarations and statements contained in said proposal or bid are true to the best of his knowledge or belief; and, further, that such bidder has not directly or indirectly submitted this bid, or the contents hereof, or divulged information or data thereto to any association or to any member or agent thereof.

Anthony J. Blosenski
(Signature of the person named above)

Sworn to and subscribed by me

this 20 day of August 2021

Notary Public *Cassandra R. Ferrell*

Commonwealth of Pennsylvania - Notary Seal
Cassandra R. Ferrell, Notary Public
Chester County
My commission expires July 27, 2024
Commission number 1299774
Member, Pennsylvania Association of Notaries

AFFIDAVIT

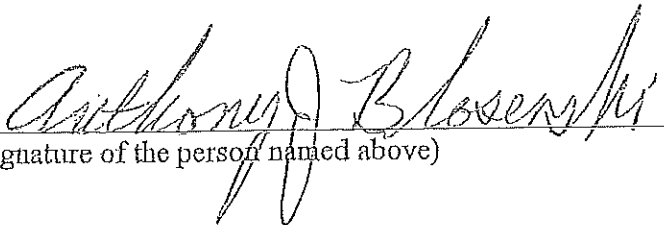
**ACCEPTING THE PROVISIONS OF OMNIBUS
TRANSPORTATION EMPLOYEE TESTING ACT OF 1991
AND
CONFIRMING THAT OTHER EMPLOYEES INVOLVED
WITH THE COLLECTION OF MUNICIPAL WASTE AND RECYCLABLES
PARTICIPATE IN A DRUG TESTING PROGRAM**

Anthony J. Blosenski being first duly sworn, deposes and
(Printed Name)

says that is the President
(Title)

of A.J. Blosenski, Inc
(Company Name)

who submitted the foregoing proposal or bid; and that he or it has accepted the provisions of the Omnibus Transportation Employee Testing Act of 1991 and that they are participating in a Drug and Alcohol Program as required by this Act and the employees that load the Municipal Waste, Leaf Waste, Yard Waste, Christmas Tree, Bulk Trash items and recyclable materials participate in a drug testing program.


(Signature of the person named above)

Sworn to and subscribed by me

This 20 day of August 2021

Notary Public 

Commonwealth of Pennsylvania - Notary Seal
Cassandra R. Ferrell, Notary Public
Chester County
My commission expires July 27, 2024
Commission number 1299774
Member, Pennsylvania Association of Notaries

BID BOND

BIDDER (Name and Address):

A.J. Blosenski, Inc.
1600 Chestnut Tree Road
Honey Brook, PA 19344

SURETY (Name and Address of Principal Place of Business):

Harco National Insurance Company
702 Oberlin Road
Raleigh, NC 27605

OWNER (Name and Address):

East Goshen Township
1580 Paoli Pike
West Chester PA 19380

BID

BID DUE DATE: August 23, 2021
PROJECT – INCLUDING ALL ADDENDA (Brief Description Including Location): For the collection of Municipal Waste, Bulk Trash items, Yard Waste, Leaf Waste, Christmas trees and recyclable materials in East Goshen Township.

BOND

BOND NUMBER: 0795473
DATE (Not later than Bid Due Date): August 23, 2021
PENAL SUM: Twenty Thousand and 00/100 Dollars (\$20,000.00)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on pages 29 and 30 hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

A.J. Blosenski, Inc. (Seal)

Bidders Name and Corporate Seal

By:

Anthony J. Blosenski
Signature and Title

PRÉSIDENT

Attest:

James J. Clark
Signature and Title

BUSINESS MANAGER

Harco National Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Arthur L. Colley
Signature and Title Arthur L. Colley, Attorney-in-Fact
(Attach Power of Attorney)

Attest:

Bonnie T. Atnip
Signature and Title

Bonnie T. Atnip, Senior Coordinator

-
- Note: (1) Above addresses are to be used for giving notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
-

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's bid, including any accepted Alternates, and the total amount of the bid of the next lowest, responsible and responsive bidder as determined by Owner for the Work required by the Contract Documents, provided that:

- 1.1. If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's bid and bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
- 3.2. All bids are rejected by Owner, or
- 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal, inclusive of all Alternates, as applicable.

Bond # 0795473

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

BONNIE T. ATNIP, NICOLE M. COLLEY, ARTHUR L. COLLEY

Charlotte, NC

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

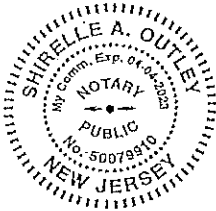
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 23, 2021

Irene Martins, Assistant Secretary

CONSENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the bid dated August 23, 2021

Between East Goshen Township
(Owner)

and A. J. Blosenski, Inc.
(Contractor)

the Harco National Insurance Company
(Surety)

SURETY on the Bid Bond of

A. J. Blosenski, Inc.
(Contractor)

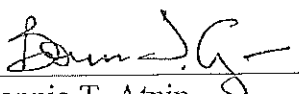
acknowledges that Contractor, if awarded the Bid will provide to Owner a Performance Bond in the amount of 100% of the amount of the contract award.

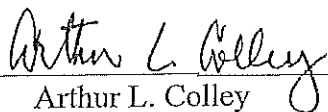
IN WITNESS WHEREOF, said SURETY has hereunto set its hand and seal this 23rd day of

August, 2021.

ATTEST:

SURETY Harco National Insurance Company


Bonnie T. Atnip

BY: 
Name Arthur L. Colley
Title Attorney-in-Fact

NOTE: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

Bond # Consent of Surety

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

BONNIE T. ATNIP, NICOLE M. COLLEY, ARTHUR L. COLLEY

Charlotte, NC

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

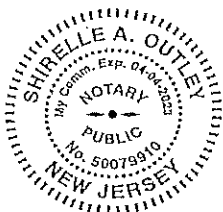
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seat, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 23, 2021

Irene Martins, Assistant Secretary

Total Tonnage

2021

Company	Month	Tonnage	Single Stream	Yard Waste
Blosenski	January	318.62		37.86
Mascaro	January		97.94	
Blosenski	February	234.58		2.33
Mascaro	February		77.14	
Blosenski	March	332.57		42.44
Mascaro	March		108.4	
Blosenski	April	351.34		27.52
Mascaro	April		88.89	
Blosenski	May	315.73		86.87
Mascaro	May		96.24	
Blosenski	June			
Mascaro	June			
Blosenski	July			
Mascaro	July			
Blosenski	August			
Mascaro	August			
Blosenski	September			
Mascaro	September			
Blosenski	October			
Mascaro	October			
Blosenski	November			
Mascaro	November			
Blosenski	December			
Mascaro	December			

Memorandum

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

Date: May 14, 2024
To: Board of Supervisors
From: Duane J. Brady Sr., Township Zoning Officer
Re: **Applebrook LD/Turf Maintenance Area
Third Escrow Release**

Dear Board of Supervisors,

The Township Staff and Township Engineer has reviewed the third escrow release for Applebrook LD/Turf Maintenance Area. The total escrow amount was \$395,848.30 with the first release being \$186,018.89 dollars and a second release being \$3,500.00 dollars for a balance of \$189,518.89 dollars. A third release will be \$159,265.93 dollars for a balance of \$47,063.48.

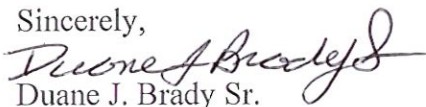
Recommendation:

Madame Chair, Township Staff recommends the release of \$159,265.93 dollars.

Draft Motion:

I move that the Board authorizes the Chair to release the requested escrow amount of \$159,265.93 dollars.

Sincerely,



Duane J. Brady Sr.
East Goshen Township
Zoning Officer





May 15, 2024

EGOST 00136

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

RE: Applebrook Golf Club Turf Maintenance Area
Financial Security Release No. 2

Dear Duane:

We have received a request for a reduction of the financial security for the above referenced project. Based upon field inspections, we recommend the following release in accordance with the attached documents:

Original Escrow Amount	\$	395,848.30
Released to Date	\$	<u>189,518.89</u>
Balance Prior to This Release.....	\$	206,329.41
Recommended by This Release	\$	<u>159,265.93</u>
Balance After This Release.....	\$	47,063.48

Included in this release are the following items: *Soil Erosion and Sedimentation Control, Site Preparation/Demolition, Storm Sewer System, Sanitary Sewer System, Concrete, Bituminous Paving, Landscape/Lighting, and Miscellaneous.*

In providing this information as to the status of the construction, Pennoni Associates Inc. makes no representations (except where expressly stated herein to the contrary) as to the quality of the construction to date; its final conformance with applicable plans, specifications, or municipal requirements; its ability to pass any applicable test requirements, or the cost or degree of future work, which will be required to complete the work to conform with applicable requirements. The information provided herein shall not be used by the recipient in determining any type of cost estimate except at the recipients own risk, and Pennoni Associates Inc. expressly disclaims any and all liability for claims or damages arising from any construction deficiencies hereafter discovered.

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

Sincerely,
PENNONI ASSOCIATES INC.

Nathan M. Cline, PE
Township Engineer

Attn: Duane Brady
 Re: Applebrook Golf Club Turf Maintenance Area

In accordance with the Township-Builders Escrow Agreement for public improvements for the above referenced project, we hereby request public monies to be released from escrow for the following items of work which have been completed:

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
1	General Conditions					
a.	Mobilization	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -
	Subtotal	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -
	Combined General Conditions This Period - Subtotal			\$ -		
2	Soil Erosion & Sedimentation Control					
a.	Construction Entrance	\$ 3,500.00	\$ 2,625.00	\$ 874.00	\$ 3,500.00	\$ -
b.	12' Filter Sock	\$ 1,000.00	\$ 750.00	\$ 250.00	\$ 1,000.00	\$ -
c.	Orange Construction Fence (Tree Protection Fence)	\$ 1,500.00	\$ 1,125.00	\$ 375.00	\$ 1,500.00	\$ -
d.	Inlet Protection	\$ 1,000.00	\$ 750.00	\$ -	\$ 750.00	\$ 250.00
e.	Concrete Washout	\$ 500.00	\$ 375.00	\$ 125.00	\$ 500.00	\$ -
f.	Grade Topsoil Stockpile	\$ 5,000.00	\$ 3,750.00	\$ 1,250.00	\$ 5,000.00	\$ -
g.	Temp Seeding/Stabilization (Include TS)	\$ 1,000.00	\$ 750.00	\$ -	\$ 750.00	\$ 250.00
	Subtotal	\$ 13,500.00	\$ 10,125.00	\$ 2,874.00	\$ 13,000.00	\$ 500.00
	Combined Soil Erosion & Sedimentation Control This Period - Subtotal			\$ 2,874.00		
3	Site Preparation/Demolition					
a.	Selective Tree Removal	\$ -	\$ -	\$ -	\$ -	\$ -
b.	Clear and Grub	\$ 1,015.00	\$ 1,015.00	\$ -	\$ 1,015.00	\$ -
c.	Strip Topsoil	\$ 3,500.00	\$ 2,625.00	\$ 875.00	\$ 3,500.00	\$ -
d.	Site Cut (Excavation)	\$ 10,001.25	\$ 8,501.25	\$ 1,500.00	\$ 10,001.25	\$ -
e.	Site Grading	\$ 10,150.00	\$ 7,612.50	\$ 2,537.50	\$ 10,150.00	\$ -
f.	Site Backfill (Common Fill)	\$ -	\$ -	\$ -	\$ -	\$ -
g.	Respread/Grade Topsoil	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$ -
h.	Perm Lawn Stabilization	\$ 4,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
i.	Export Soil Material	\$ 25,995.00	\$ 23,395.50	\$ 2,599.50	\$ 25,995.00	\$ -
	Subtotal	\$ 59,161.25	\$ 43,149.25	\$ 14,012.00	\$ 57,161.25	\$ 2,000.00
	Combined Site Preparation/Demolition This Period - Subtotal			\$ 14,012.00		
4	Storm Sewer System					
a.	Type 'M' Inlet	\$ 2,500.00	\$ 2,250.00	\$ 250.00	\$ 2,500.00	\$ -
b.	Storm Manholes	\$ 6,500.00	\$ 5,850.00	\$ 650.00	\$ 6,500.00	\$ -
c.	Storm Manhole connection	\$ 2,500.00	\$ 2,250.00	\$ 250.00	\$ 2,500.00	\$ -
d.	8' SDR 35 PVC	\$ 10,000.00	\$ 9,000.00	\$ 1,000.00	\$ 10,000.00	\$ -
e.	15' HDPE + 24"	\$ 19,997.50	\$ 17,997.50	\$ 2,000.00	\$ 19,997.50	\$ -
f.	Cleanouts	\$ 1,000.00	\$ 900.00	\$ 100.00	\$ 1,000.00	\$ -
g.	Underground Storm Basin	\$ 72,500.00	\$ 65,250.00	\$ 7,250.00	\$ 72,500.00	\$ -
h.	Pipe Bedding Material	\$ 5,000.00	\$ 4,500.00	\$ 500.00	\$ 5,000.00	\$ -
i.	Inlet Fillers	\$ 1,000.00	\$ 900.00	\$ 100.00	\$ 1,000.00	\$ -
	Subtotal	\$ 120,997.50	\$ 108,897.50	\$ 12,100.00	\$ 120,997.50	\$ -
	Combined Storm Sewer System This Period - Subtotal			\$ 12,100.00		
5	Sanitary Sewer System					
a.	4' SDR 35 PVC	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -
b.	Cleanouts	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
c.	Grinder Pump	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -
d.	2" PVC Force Main	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
e.	Pressure Testing	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
	Subtotal	\$ 11,500.00	\$ 7,500.00	\$ 4,000.00	\$ 11,500.00	\$ -
	Combined Sanitary Sewer System This Period - Subtotal			\$ 4,000.00		
6	Well/Water					
a.	Well Protection Box	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -
b.	1-1/2" Water Lines	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -
	Subtotal	\$ 13,500.00	\$ 13,500.00	\$ -	\$ 13,500.00	\$ -
	Combined Well/Water This Period - Subtotal			\$ -		
7	Concrete					
a.	Materials/Equipment Pads	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
b.	Concrete Sidewalk	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 17,500.00	\$ -
c.	Aggregate Subbase	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -
	Subtotal	\$ 21,000.00	\$ 1,000.00	\$ 20,000.00	\$ 21,000.00	\$ -
	Combined Concrete This Period - Subtotal			\$ 20,000.00		
8	Bituminous Paving					
a.	Fine Grade Subbase	\$ 3,494.44	\$ -	\$ 3,494.44	\$ 3,494.44	\$ -
b.	Stone Base Course	\$ 22,494.36	\$ -	\$ 22,494.36	\$ 22,494.36	\$ -
c.	Tack Coat	\$ 5,004.60	\$ -	\$ 5,004.60	\$ 5,004.60	\$ -
d.	Wearing Course	\$ 42,495.20	\$ -	\$ 42,495.20	\$ 42,495.20	\$ -
e.	Striping	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -
	Subtotal	\$ 73,788.60	\$ -	\$ 73,788.60	\$ 73,788.60	\$ -
	Combined Bituminous Paving This Period - Subtotal			\$ 73,788.60		
9	Landscape/Lighting					
a.	Canopy Trees	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
b.	Evergreen Trees	\$ 5,400.00	\$ -	\$ 5,400.00	\$ 5,400.00	\$ -
c.	Flowering Trees	\$ 425.00	\$ -	\$ 425.00	\$ 425.00	\$ -
d.	Shrubs	\$ 2,100.00	\$ -	\$ 2,100.00	\$ 2,100.00	\$ -
e.	Light Fixtures	\$ 5,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00
	Subtotal	\$ 13,925.00	\$ -	\$ 12,925.00	\$ 12,925.00	\$ 1,000.00

EAST GOSHEN TOWNSHIP
 1580 Paoli Pike
 West Chester, PA 19380

EGOST 00136
 Financial Security Release No. 2
 May 15, 2024

Attn: Duane Brady
 Re: Applebrook Golf Club Turf Maintenance Area

In accordance with the Township-Builders Escrow Agreement for public improvements for the above referenced project, we hereby request public monies to be released from escrow for the following items of work which have been completed:

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
	Combined Landscape/Lighting This Period - Subtotal			\$ 12,925.00		
10	Miscellaneous					
a.	Fencing	\$ 17,062.50	\$ -	\$ 17,062.50	\$ 17,062.50	\$ -
b.	Gates	\$ 700.00	\$ -	\$ 350.00	\$ 350.00	\$ 350.00
c.	Boards	\$ 3,999.97	\$ 1,846.14	\$ 2,153.83	\$ 3,999.97	\$ -
d.	Survey/Layout	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00
e.	As-Built Documentation	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	Subtotal	\$ 26,262.47	\$ 1,846.14	\$ 19,566.33	\$ 21,412.47	\$ 4,850.00
	Combined Miscellaneous This Period - Subtotal			\$ 19,566.33		
	SUBTOTAL (Items 1 through 11)	\$ 357,134.82	\$ 189,518.89	\$ 159,265.93	\$ 348,784.82	\$ 8,350.00
	Inspection	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
	Contingency (10%)	\$ 35,713.48	\$ -	\$ -	\$ -	\$ 35,713.48
	Subtotal	\$ 395,848.30	\$ 189,518.89	\$ 159,265.93	\$ 348,784.82	\$ 47,063.48
	TOTAL	\$ 395,848.30	\$ 189,518.89	\$ 159,265.93	\$ 348,784.82	\$ 47,063.48
	APPROVED THIS RELEASE			\$ 159,265.93		

Memorandum

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

Date: May 14, 2024
To: Board of Supervisors
From: Duane J. Brady Sr., Township Zoning Officer
Re: **706 Hemlock Hill Lane**
Final Escrow Release

Dear Board of Supervisors,

The Township Staff has reviewed the final escrow release for 706 Hemlock Hill Lane. The total escrow amount was \$93,225.00 with the first release being \$65,925.00 dollar for a balance of \$27,300.00 dollars. The Second release being \$22,300.00 dollars for a balance of \$5,000.00 dollars. The remaining escrow money was to be held until a final U&O has been issued for the house and all landscaping and E&S controls are approved by the Township Staff and Township Engineer. Township Staff and Township Engineer did complete a final inspection of all work and have closed out the projects.

The remaining balance of \$2,718.25 will be the final release for the account.

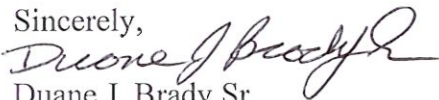
Recommendation:

Madame Chair, Township Staff recommends the release of \$2,718.25 dollars.

Draft Motion:

I move that the Board authorizes the Chair to release the remaining escrow amount of \$2,718.25 dollars and thereby closing the escrow account for 706 Hemlock Hill Lane.

Sincerely,



Duane J. Brady Sr.
East Goshen Township
Zoning Officer



Memorandum

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

Date: May 14, 2024
To: Board of Supervisors
From: Duane J. Brady Sr., Township Zoning Officer
Re: SWM O&M Agreement / 1680 Hunters Circle

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement (Simplified Approach) for 1680 Hunters Circle. The Property owners, Bernard Ebersol and Jennifer Matlack are installing a new inground pool with a total of 1,287 square feet of new impervious surface. The stormwater management system was reviewed and approved by Township staff.

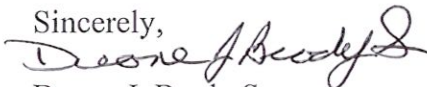
Recommendation:

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 inground pool located at 1680 Hunters Circle.

Sincerely,



Duane J. Brady Sr.
East Goshen Township
Zoning Officer



UPI No. 53-4R-56

**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 Bernard W. Ebersole III and Jennifer J. Mathack Living Trust, (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 9869 and Page 1638 having a UPI number of 53-4R-56 (hereinafter "Property"); and

WHEREAS, the Landowner recognizes that the Stormwater Management Facility located on the Property at: 1680 Hunters Circle West Chester, PA 19380 (address of Property where the Stormwater Management Facility is located) must be inspected and maintained; and

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

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

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

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

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

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

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

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

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

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

3. The Landowner shall inspect, operate and maintain the Storm Water Management Facility as shown on the Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements outlined herein. At least twice a year and after significant rainfall events the Landowner shall inspect the Infiltration BM(s) and Conveyance(s) and remove any accumulated debris, sediment and invasive vegetation. Vegetation along the surface of an Infiltration Trench(s) or Conveyance(s) shall be maintained in good condition, and any bare spots are to be revegetated as soon as possible. Vehicles shall not be parked or driven on an Infiltration Trench(s) or Conveyance(s) (unless the conveyance(s) is designed for this activity and care is to be taken to avoid excessive compaction by mowers. Any debris, such as leaves blocking flow in a Conveyance or blocking flow from reaching an Infiltration Trench, shall be routinely removed. The Landowner shall provide the Township with conformation of the semi-annual inspections on the form provided by the Township.

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

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

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

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

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Landowner to make prompt payment to the Township may result in a civil action or enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

8. The intent and purpose of this Agreement is to ensure the proper maintenance of the Storm Water Management Facility by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

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

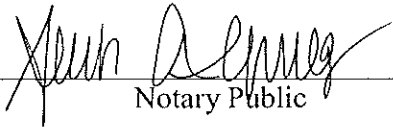
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COUNTY OF CHESTER

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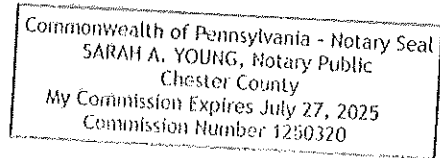
On this, the 29th day of September, 2023, before me, the undersigned officer, personally appeared Jennifer Mattack & Bernard Ebersole III known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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



Notary Public

My Commission Expires: July 27, 2025



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

LANDOWNER

Witness [Signature] Rodie Young
Witness [Signature] Ni cole Thronimus

BY: [Signature]
Name: Jennifer J. MATLACK
BY: [Signature]
Name: Bernard W. Ebersole III

TOWNSHIP

EAST GOSHEN TOWNSHIP

Attest:

Derek Davis, Secretary

BY: _____
Chairman
Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF CHESTER

:

On this _____ day of _____, 20___, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself to be the **Chairman of the Board of Supervisors of East Goshen Township**, and that he/she, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

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

RECEIVED
SEP 12 2023

Date: 8/28/2023 Tax Parcel No.: 53 - 0 4 R - 0 0 5 6 . 0 0 0 0 Zoning District: R-2

Property Owner: Bernard Ebersol & Jennifer Matlack

Property Address: 1680 Hunters Circle, West Chester, PA 19380

Telephone Number: 484-319-1389 Fax Number: _____

Email Address: jmatlack914@gmail.com

Contractor Name: Armond Aquatech Pools

Telephone Number: 610-279-5277 Fax Number: 484-268-5277

Area of Lot (square feet): 171,776 SF Area of proposed new impervious coverage (square feet): 1,287 SF

Area of impervious coverage (square feet) added to the property since 10/22/2003: 295 SF

Cumulative area of impervious coverage (area added since 10/22/2013 + proposed area): 1,582 SF

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:

- a) 120 sq. ft. for properties with one (1) acre or less; or
- b) 240 sq. ft. for properties with more than one (1) acre

- 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.

East Goshen Township Stormwater Management Application

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 will be recorded with the Chester County Recorder of Deeds. All costs associated with recording will be the responsibility of the property owner.

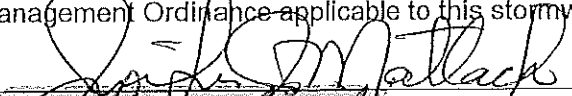
Step Six: (impervious coverage is greater than 2,000 sq ft.)

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.

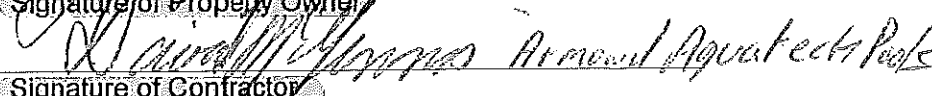
Stormwater management permits are subject to applicable fees, payable at the time of issue.

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

9/8/23
Date



Signature of Contractor

9/8/23
Date

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

Memorandum

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

Date: May 14, 2024
To: Board of Supervisors
From: Duane J. Brady Sr., Township Zoning Officer
Re: SWM O&M Agreement / 305 Joseph Drive

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement (Simplified Approach) for 305 Joseph Drive. The Property owners, Julian and Masantob Jaramillo are installing a new inground pool with a total of 1,372 square feet of new impervious surface. The stormwater management system was reviewed and approved by Township staff.

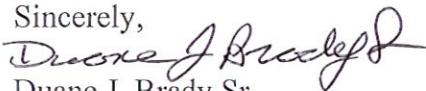
Recommendation:

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 inground pool located at 305 Joseph Drive.

Sincerely,



Duane J. Brady Sr.
East Goshen Township
Zoning Officer



UPI No. 53-6C-76

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

THIS AGREEMENT, made and entered into this // day of March 2024,
by and between Julian & Masantob B Jaramillo
_____, (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 9768 and Page 1210 having a UPI number of 305 Joseph Drive, West Chester, PA 19380 (hereinafter “Property”); and

WHEREAS, the Landowner recognizes that the Stormwater Management Facility located on the Property at: 305 Joseph Drive, West Chester, PA 19380

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

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

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

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

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

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

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

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

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

1. The foregoing recitals to this Agreement are incorporated as terms of this Agreement and obligations of the Landowner as if fully set forth in the body of this Agreement.
2. The Landowner shall construct the Storm Water Management Facility in accordance with the specifications identified in the Plan.
3. The Landowner shall inspect, operate and maintain the Storm Water Management Facility as shown on the Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements outlined herein. At least twice a year and after significant rainfall events the Landowner shall inspect the Infiltration BM(s) and Conveyance(s) and remove any accumulated debris, sediment and invasive vegetation. Vegetation along the surface of an Infiltration Trench(s) or Conveyance(s) shall be maintained in good condition, and any bare spots are to be revegetated as soon as possible. Vehicles shall not be parked or driven on an Infiltration Trench(s) or Conveyance(s) (unless the conveyance(s) is designed for this activity and care is to be taken to avoid excessive compaction by mowers. Any debris, such as leaves blocking flow in a Conveyance or blocking flow from reaching an Infiltration Trench, shall be routinely removed. The Landowner shall provide the Township with conformation of the semi-annual inspections on the form provided by the Township.

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

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

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

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

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Landowner to make prompt payment to the Township may result in a civil action or enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

8. The intent and purpose of this Agreement is to ensure the proper maintenance of the Storm Water Management Facility by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

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

ss

COUNTY OF CHESTER

:

On this 11 day of March, 2024 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.

Joseph Lee
Notary Public

My Commission Expires: 7/31/27

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER

:

On this, the 11 day of March, 2024 before me, the undersigned officer, personally appeared Julian and Mosacob Jaramillo 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.

Dalhu Lee
Notary Public

My Commission Expires: 7/31/27

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

LANDOWNER

Witness

BY: William Jenault
Name:

Witness

BY: Kasanto B Jaramillo
Name: u

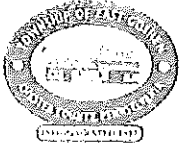
TOWNSHIP

Attest:

EAST GOSHEN TOWNSHIP

Derek Davis, Secretary

BY: _____
Chairman
Board of Supervisors



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

Date: 11 / 15 / 2023 Tax Parcel No.: 53 - 06C - 007600 . 00 Zoning District: R2

Property Owner: Julian & Masantob Jamillo

Property Address: 305 Joseph Drive , West Chester, PA 19380

Telephone Number: 484-459-1333 Fax Number: _____

Email Address: _____

Contractor Name: Anthony & Sylvan Pools - Rich Neher

Telephone Number: 215-768-0087 mcg1732@aol.com Fax Number: 215-716-3543

Area of Lot (square feet): 25,023 sf Area of proposed new impervious coverage (square feet): 1,372 sf

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

Cumulative area of impervious coverage (area added since 10/22/2013 + proposed area): 1,372 sf

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:

- a) 120 sq. ft. for properties with one (1) acre or less; or
 b) 240 sq. ft. for properties with more than one (1) acre

- 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.*

East Goshen Township Stormwater Management Application

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 will 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.

see contract

Signature of Property Owner

11/15/2023

Date

Signature of Contractor

11/15/2023

Date

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

Memorandum

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

Date: May 14, 2024
To: Board of Supervisors
From: Duane J. Brady Sr., Township Zoning Officer
Re: SWM O&M Agreement / 1322 East Strasburg Road

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement (Simplified Approach) for 1322 East Strasburg Road. The Property owners, Patrick and Alsha Anne Massey are installing a new inground pool with a total of 1,182 square feet of new impervious surface. The stormwater management system was reviewed and approved by Township staff.

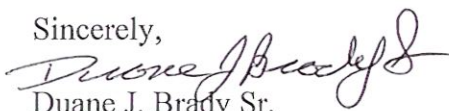
Recommendation:

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 inground pool located at 1322 East Strasburg Road.

Sincerely,



Duane J. Brady Sr.
East Goshen Township
Zoning Officer





UPI No. _____

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

THIS AGREEMENT, made and entered into this 9th day of September 2023,
by and between Patrick Massey and Alisha Anne Zaccary-Massey, (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: 1322 E. Strasburg Road, West Chester, PA 19380
(address of Property where the Stormwater Management Facility is located) must be inspected and maintained; and

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

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

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

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

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

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

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

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

1. The foregoing recitals to this Agreement are incorporated as terms of this Agreement and obligations of the Landowner as if fully set forth in the body of this Agreement.
2. The Landowner shall construct the Storm Water Management Facility in accordance with the specifications identified in the Plan.
3. The Landowner shall inspect, operate and maintain the Storm Water Management Facility as shown on the Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements outlined herein. At least twice a year and after significant rainfall events the Landowner shall inspect the Infiltration BM(s) and Conveyance(s) and remove any accumulated debris, sediment and invasive vegetation. Vegetation along the surface of an Infiltration Trench(s) or Conveyance(s) shall be maintained in good condition, and any bare spots are to be revegetated as soon as possible. Vehicles shall not be parked or driven on an Infiltration Trench(s) or Conveyance(s) (unless the conveyance(s) is designed for this activity and care is to be taken to avoid excessive compaction by mowers. Any debris, such as leaves blocking flow in a Conveyance or blocking flow from reaching an Infiltration Trench, shall be routinely removed. The Landowner shall provide the Township with conformation of the semi-annual inspections on the form provided by the Township.

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

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

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

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

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Landowner to make prompt payment to the Township may result in a civil action or enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

8. The intent and purpose of this Agreement is to ensure the proper maintenance of the Storm Water Management Facility by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

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

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

LANDOWNER

Claudine Spinn
Witness Claudine Spinn
Claudine Spinn
Witness Claudine Spinn

BY: [Signature]
Name: Patrick Massey

BY: [Signature]
Name: Aisha-Anne Zetuckey-Massey

TOWNSHIP

EAST GOSHEN TOWNSHIP

Attest:

Derek Davis, Secretary

BY: _____
Chairman
Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF CHESTER

:

On this _____ day of _____, 20____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself to be the **Chairman of the Board of Supervisors of East Goshen Township**, and that he/she, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

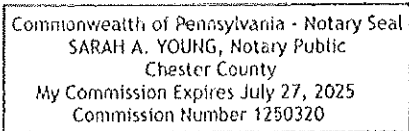
COMMONWEALTH OF PENNSYLVANIA:

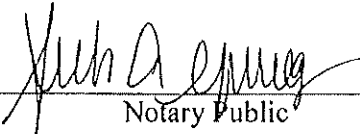
COUNTY OF CHESTER

SS
:

On this, the 9th day of September, 2023 before me, the undersigned officer, personally appeared Patrick Massay & Alisha-Anne Zetuskay-Massay known to me (or satisfactorily proven) to be the persons whose names ~~is~~^{are} subscribed to the within instrument, and acknowledged that ~~he/she~~^{they} executed the same for the purposes therein contained.

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





Notary Public

My Commission Expires: July 27, 2025



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

Date: 8/3/23 Tax Parcel No.: 53 - 06 002 700 00

Property Owner: Patrick Massey

Property Address: 1322 E Strasburg Rd, West Chester PA 19380

Telephone Number: 484-769-7893 Fax Number:

Email Address: patmassey2000@yahoo.com

Contractor Name: Piazza Property Pros, Inc. Email Address: Liz@piazzaoutdoor.com

Telephone Number: 610-566-2608 Fax Number:

Area of Lot (square feet): 21,405 Area of proposed new impervious coverage (square feet): 1,182 sq.

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): 1,182

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.

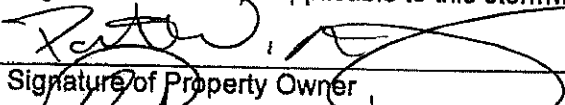
Step Six: (impervious coverage is greater than 2,000 sq ft.)

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

8-7-2023
Date



Signature of Contractor

8/7/23
Date

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

Memo

Date: May 15, 2024
From: Derek Davis
To: Board of Supervisors
Re: Resolution 2024-07 Regular Records Disposal.

As allowed by the Commonwealth, the township does dispose of records in a manner pursuant with the guidelines set for by the Pennsylvania Historical and Museum Commission (PHMC). This resolution is one that we pass every year reiterating the fact that the records we dispose of are allowed and that East Goshen follows the letter of the law.

We do maintain a spreadsheet with the specifics of the records that will be destroyed under said resolution.

DRAFT MOTION: Madam Chair, I move we pass Resolution 2024-07, authorizing disposal of East Gosehn Township records in accordance with Pennsylvania Historical and Museum Commission guidelines.

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2024-07

**A RESOLUTION AUTHORIZING DISPOSAL OF
EAST GOSHEN TOWNSHIP RECORDS**

WHEREAS, the general guidelines issued for the Pennsylvania Local Government Records Committee by the Pennsylvania Historical and Museum Commission, Bureau of the Pennsylvania State Archives (“the State Guidelines”) require that most Township records be retained for a minimum of seven years;

WHEREAS, certain documents must be retained for more than seven years, including personnel files (105 years from employee’s date of birth); minute books (permanently); loan and bond documents (7 years after the loan or bond is paid off); and planning, zoning and building documents (generally permanently);

WHEREAS, the East Goshen Township (“the Township”) record retention policy is consistent with the State Guidelines;

BE IT RESOLVED THAT this year, the Township will dispose of (shred) records that can be disposed pursuant to the State Guidelines.

RESOLVED AND ADOPTED, this 21st day of May 2024.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Derek J. Davis, Secretary

Michele Truitt, Chair

John Hertzog, Vice Chair

Cody Bright, Member

Barbara Emery, Member

Peter Hicks, Member