

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
RE-ORGANIZATION & FORMAL MEETING
JANUARY 6, 2025
6:00 PM

To Join Zoom Meeting:

Link: <https://us02web.zoom.us/j/84975002990>

Dial In Number: 1 929 205 6099

Meeting ID: 849 7500 2990

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 (6:00 PM)
2. Pledge of Allegiance
3. Moment of Silence
4. Announce that the meeting is being livestreamed
5. Re-Organization Actions (6:10 PM to 6:20 PM)
 - A. Elect Chairman
 - B. Elect Vice Chairman
 - C. Appoint Police Commissioner
 - D. Appoint Representative to Pension Committee
 - E. Appoint Representative to West Chester Area Council of Governments
 - F. Appoint Township Officials
 1. Township Manager/Secretary/ Right-to-Know Officer/Assistant Zoning Officer– Derek Davis
 2. Director of Finance/Treasurer – Dave Ware
 3. Director of Public Works – Mark Miller
 4. Director of Code Enforcement/Zoning Officer – Kelly Krause
 5. Building Inspectors – Kevin Rowley and Brian Gilkin
 6. Fire Marshal and Building Code Official – Duane Brady

7. Assistant Fire Marshals – Kevin Rowley, Kevin Miller, and Mark Miller
 8. Township Solicitor – Lamb McErlane
 9. Township Engineer – Pennoni Associates
 10. Emergency Management Coordinator – Duane Brady
 11. Assistant Emergency Management Coordinator – Derek Davis
 12. Delegate to the Chester County Tax Collection Committee – Dave Ware
 13. Alternate Delegate to the Chester County Tax Collection Committee – Dana Gieder
- G. Appoint Depositories for Township Funds and authorize Director of Finance/Treasurer to make investments at banks paying the best rate of interest and with the best terms. (Resolution 2025-01)
1. PLGIT-PA Local Government Investment Trust (Custodian - Wells Fargo NA.)
 2. TD Bank
 3. M&T Bank
- H. Certify Delegates to the PSATS Convention
1. Five Supervisors, Manager and Director of Finance will be affirmed as delegates.
 2. Voting Delegate: Derek Davis
 3. Alternate Voting Delegate: Dave Ware
- I. Confirm 2025 Holiday Schedule
- J. Confirm 2025 Meeting Schedule
- K. Confirm that Keystone Collection Agency is the Earned Income and Local Services Tax Collector for the Township
- L. Appoint Maillie LLP as independent auditors for the Township
- M. Designate the Emergency Service Providers (Resolution 2025-02)
- N. Establish the 2025 Fee Schedule (Resolution 2025-03)
- O. Authorize participation in the Delaware Valley Workers Compensation Trust (D VWCT).
- P. Announce the continuance of all other applicable resolutions that were adopted previously.
6. Chairman’s Report (6:20 PM to 6:25 PM)
 - A. The Township Building will be closed on Monday, January 20th in recognition of Martin Luther King Jr. Day
 7. Police/ EMS Reports
 - A. WEGO – None
 - B. Goshen Fire Co. –None
 - C. Malvern Fire Co. – None
 - D. Good Fellowship –None
 8. Financial Report – None
 9. Approval of Minutes and Treasurer’s Report
 - A. Minutes – None

- B. Treasurer's Report — None
- 10. Public Hearings – None
- 11. Old Business - None
- 12. New Business
 - A. Consider ABC Appointments. (6:20 PM to 6:25 PM)
 - B. Consider Board Liaisons (6:25 PM to 6:30 PM)
 - C. Miracle Field Discussion (6:30 PM to 6:40 PM)
 - D. Consideration of Resolution 2025-04 governing Building Use (6:40 PM to 6:50 PM)
- 13. Any Other Matter
- 14. Public Comment – (6:50 PM to 7:05 PM)
- 15. Liaison Reports - none
- 16. Correspondence, Reports of Interest
- 17. Adjournment (7:05 PM)

LAMB | MCERLANE PC
ATTORNEYS AT LAW

Mark P. Thompson
Voice 610-430-8000
Fax 610-692-6210
mthompson@lambmcerlane.com

January 3, 2025

Board of Supervisors
East Goshen Township
c/o Township Manager Derek Davis
1580 Paoli Pike
West Chester, PA 19380
Email: ddavis@eastgoshen.org

Dear Board Members:

I am pleased to advise that our firm does not intend to increase its hourly municipal attorney and paralegal rates for calendar year 2025 for general municipal legal services to East Goshen Township. Our rate for attorneys will remain at \$200 per hour for our general municipal legal services. Our rate for paralegals will remain at \$85 per hour. We reserve the right to request alternate rates for specialized legal services as they may arise from time to time, such as certain types of litigation and bond counsel services.

To reiterate the general terms set forth in our initial engagement as Township Solicitor, we bill monthly for our time and disbursements. We charge our time in quarter hour increments for billing efficiency. We bill on a monthly basis and it is our policy to require payment of invoices within thirty (30) days of the date of the invoice. The client is responsible for payment of all costs associated with our representation including but not limited to: court costs, filing costs, expert fees, long distance telephone charges, if any, federal express or courier service, delivery charges, photocopying costs, travel expenses and any computer research.

We greatly value the opportunity to be of service to East Goshen Township, and to serve the public interest, and also appreciate your continued confidence in this firm.

If you have any questions, please do not hesitate to call.

Very truly yours,

LAMB MCERLANE PC

By: 

Mark P. Thompson



October 22, 2024

East Goshen Township

Attn: Derek Davis, Township Manager
1580 Paoli Pike
West Chester, PA 19380

**RE: Fee Schedule for Year 2025
East Goshen Township & East Goshen Municipal Authority**

Dear Derek:

Pennoni is proud to serve East Goshen Township and East Goshen Municipal Authority, and we look forward to working with you again in 2025.

Our rates for 2025 for Township and Authority Engineering services are listed below for the categories of staff that most frequently provide services to the Township and Authority.

Township/Authority Engineer.....	\$158/hr
Senior Professional.....	\$150/hr
Project Professional.....	\$135/hr
Staff Professional.....	\$125/hr
Associate Professional.....	\$116/hr
Senior Engineering Technician.....	\$112/hr
Graduate Professional.....	\$107/hr
Engineering Technician.....	\$95/hr

We will continue to provide services to the Township and Authority as requested.

For typical general engineering services to the Authority, we recommend budgeting the following under the expectation of similar level of effort in 2025 as in 2024. Similar to previous years, we will establish separate accounts for each activity listed below, and each activity will be invoice separately.

- General Consultation and monthly meetings.....\$44,000
 - Chapter 94 reports.....\$8,000
- TOTAL.....\$52,000

Other Authority capital projects outside of general services, as requested, will be proposed separately, such as the following project that is planned for 2025:

- Hunt Country Pump Station Upgrade and Force Main Replacement

We thank you again for the confidence you have placed in Pennoni over the years and look forward to continuing to serve you in the future!

Sincerely,

PENNONI ASSOCIATES INC.


 Michael J. Ellis, PE
 Municipal Authority Engineer


 Nathan M. Cline, PE
 Township Engineer

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2025-01

**A RESOLUTION DESIGNATING EAST GOSHEN
TOWNSHIP DEPOSITORIES FOR THE 2025 FISCAL
YEAR**

WHEREAS, each year East Goshen Township designates certain banking institutions to serve as depositories for township funds; and

WHEREAS, the Finance Director/Treasurer is responsible for seeking out these institutions based on the most favorable interest rates and terms possible.

NOW, THEREFORE, BE IT RESOLVED, the following depositories will be designated for the 2025 Fiscal Year:

- PLGIT-PA Local Government Investment Trust (Custodian - Wells Fargo NA.)
- TD Bank
- M&T Bank

Dated this 6th day of January, 2025.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Derek J. Davis, Secretary

Cody Bright, Member

Barbara Emery, Member

John Hertzog, Member

Peter Hicks, Member

Michele Truitt, Member

2025
EAST GOSHEN TOWNSHIP
HOLIDAY SCHEDULE

New Year's Day	- January 1 (Wednesday)
Martin Luther King Day	- January 20 (Monday)
President's Day	- February 17 (Monday)
Good Friday	- April 18 (Friday)
Memorial Day	- May 26 (Monday)
Juneteenth	- June 19 (Thursday)
Independence Day	- July 4 (Friday)
Labor Day	- September 1 (Monday)
Columbus Day/ Indigenous Peoples Day	- October 13 (Monday)
Veteran's Day	- November 11(Tuesday)
Thanksgiving	- November 27 (Thursday) *also off November 28 (Friday)
Christmas	- December 25 (Thursday)

MEMO

Date: January 3, 2024

From: Derek Davis, Township Manager

To: Board of Supervisors

Re: Meeting schedule for 2025

Although the meetings remain advertised as the same as they were in 2024 (and previous years before that), after speaking individually with several board members, it seems that there is a desire to meet on the 3rd Tuesday of every month but keep the 1st Tuesday of every month open in case that meeting is needed.

I would propose having a standing item on the 3rd Tuesday agenda wherein we would discuss the necessity of a meeting on the following 1st Tuesday of the month. It would depend a lot on special items that come up as well as certain land developments, conditional use hearings, and other items that have certain legal timeframes.

Obviously the board members can speak for themselves but, just to explain to residents the catalyst behind this, there were a large quantity of very short meetings last year to the point where there were some questions on the efficiency and effectiveness of having these meetings in such a "back to back" format absent a time sensitive issue.

Again, I think there will be times that two meetings a month will happen and the proposal in September is still to go with three meetings in a row to kick off budget season. As a reminder, East Goshen has always advertised every single Tuesday as a possible board meeting date for quite some time so it has always been important for the general public to pay attention on a weekly basis to emails, website information and social media regarding changes.

2025 EAST GOSHEN TOWNSHIP MEETINGS

BOARD OF SUPERVISORS will hold their Annual Re-Organization Meeting on Monday, January 6, 2025 at 6:00 PM and their regular formal meeting will immediately follow. Thereafter, the Board will hold their regular meetings on the 1st and 3rd Tuesday of each month at 7:00 PM and the 2nd, 4th and 5th Tuesday of the month at 7:00 PM as needed .

BOARD OF AUDITORS will hold their Annual Re-Organization Meeting on Wednesday, January 8, 2025 at 7:00pm.

CONSERVANCY BOARD will meet the 2nd Wednesday of each month at 7:00 PM. The Conservancy Board will conduct site inspections the following Saturday at 9:00 AM as needed.

ENVIRONMENTAL & SUSTAINABILITY ADVISORY COUNCIL will meet the 4th Monday of every month at 6:30pm.

HISTORICAL COMMISSION will meet as needed. Any meetings will be advertised separately.

MUNICIPAL AUTHORITY will meet the second Monday of every month at 7:00 PM. Due to the holiday, there will be no meeting on October 13, 2025. October's meeting will take place on October 20, 2025 at 7:00pm.

PARK & RECREATION COMMISSION will meet the 1st Thursday of every month at 7:00 PM.

PENSION COMMITTEE will meet on Tuesday, January 7, 2025 at 10:00am. Future meetings will be advertised.

PIPELINE TASK FORCE will meet on the following dates at 10:00am; Tuesday January 21, 2025, Tuesday, March 18, 2025, Monday, May 19, 2025, Tuesday July 15, 2025, Tuesday September 16, 2025 and Tuesday, November 18, 2025.

PLANNING COMMISSION will meet on the 4th Tuesday of every month at 7:00 PM. Workshop Meetings are held on the 3rd Wednesday of the month on an as needed basis

STORMWATER APPEALS BOARD will advertise each hearing separately.

ZONING HEARING BOARD will advertise each hearing separately.

All meetings will be held at the East Goshen Township Building, 1580 Paoli Pike, West Chester, PA 19380. Special meetings will be advertised throughout the year, as they are scheduled. With the exception of Executive Sessions, the public is welcome to attend all East Goshen Township meetings and Workshop sessions. The Board of Supervisors Meetings will have the option to attend by zoom. Zoom links will be posted to the website prior to the scheduled meeting.



Maillie LLP | maillie.com
500 North Lewis Road, Limerick PA 19468
600 Willowbrook Lane, Suite 624, West Chester, PA 19382
PO Box 11847, Wilmington, DE 19850-1847

November 19, 2024

To the Board of Supervisors
c/o Derek Davis, Township Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380-6107

We are pleased to continue as independent auditors for East Goshen Township. We look forward to continuing to provide you with the high-quality services you expect from your professional service providers.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the East Goshen Township as of December 31, 2024, and for the year then ended and the related notes to the financial statements, which collectively comprise the East Goshen Township's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and budgetary comparison information, and pension information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule
3. Schedule of Changes in the Net Firemen's Pension Plan Liability and Related Ratios
4. Schedule of Firemen's Pension Plan Contributions
5. Schedule of Firemen's Pension Plan Investment Returns
6. Schedule of Changes in the Net Non-Uniformed Pension Plan Liability and Related Ratios



To the Board of Supervisors
c/o Derek Davis, Township Manager
East Goshen Township
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7. Schedule of Non-Uniformed Pension Plan Contributions
8. Schedule of Non-Uniformed Pension Plan Investment Returns

Supplementary information other than RSI will accompany the East Goshen Township's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Other Governmental Funds Combining Balance Sheet
2. Other Governmental Funds Combining Schedule of Revenues, Expenditures, and Changes in Fund Balance

AUDITOR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's system of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in the system of internal control relevant to the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with third parties (e.g., creditors or financial institutions). As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about East Goshen Township's ability to continue as a going concern for a reasonable period of time.



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Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected by our firm, even though our audit is properly planned and performed in accordance with GAAS. Please note that the determination of abuse is subjective. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you, or the appropriate level of management, of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we consider the system of internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's system of internal control. As this engagement is not designed to be a fraud audit, management understands and accepts the inherent limitations of the audit services described in this agreement. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in the system of internal control the audit of that we have identified during the audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

COMPLIANCE WITH LAWS AND REGULATIONS

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of East Goshen Township's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

MANAGEMENT RESPONSIBILITIES

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
2. For the design, implementation and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters;



To the Board of Supervisors
c/o Derek Davis, Township Manager
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- b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work; and
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided; and
11. For informing us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

With regard to the required supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the required supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding required supplementary information; (c) to include our report on the required supplementary information in any document that contains the required supplementary information and that indicates that we have reported on such required supplementary information.



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c/o Derek Davis, Township Manager
East Goshen Township
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With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

NONATTEST SERVICES

We will perform the following nonattest services:

1. Preparation of financial statements based on your trial balances
2. Preparation of the Commonwealth of Pennsylvania Department of Community and Economic Development Municipal Annual Audit and Financial Report
3. Preparation of concise newspaper financial report
4. Preparation of depreciation schedules
5. Preparation of GASB 87 lease amortization schedules
6. Preparation of GASB 96 SBITA amortization schedules, if applicable

We will not assume management responsibilities on behalf of East Goshen Township. However, we will provide advice and recommendations to assist management of East Goshen Township in performing its responsibilities.

With respect to any nonattest services we perform, East Goshen Township's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit, including your understanding of your responsibilities as defined in this letter to us in your management representation letter.



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Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

REPORTING

We will issue a written report upon completion of our audit of the East Goshen Township's basic financial statements. Our report will be addressed to the governing body of the East Goshen Township. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

OTHER

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

In accordance with the terms and conditions of this agreement, East Goshen Township shall be responsible for the accuracy and completeness of all data, information and representations provided to us for purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, East Goshen Township releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.



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In addition to email, we may also send data over the internet using other methods (such as portals) and may store electronic data via software applications hosted remotely on the Internet or allow access to data through third-party vendors' secured portals or clouds. Although we will use our best efforts to make the sharing of your information over the internet secure from unauthorized access, no completely secure system for electronic data transfer exists.

We may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. We will remain responsible for the work provided by any third-party service providers used under this agreement. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The timing of our audit will be scheduled for performance as completion as follows:

	<i>Complete</i>
Received preliminary requested information from East Goshen Township	February 7, 2025
Document internal control and preliminary tests	February 10, 2025
Mail confirmations	January 2025
Received requested information from East Goshen Township	February 2025
Perform year-end audit procedures	February 2025
Provide draft financial statements for review	April 2025
Issue audit report	May 2025

Dale R. Umbenhauer, CPA is the engagement principal for the audit services specified in this letter. His responsibilities include supervising Maillie LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.



To the Board of Supervisors
c/o Derek Davis, Township Manager
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Our fees are based on the amount of time required by the individuals assigned to the engagement and value of services provided, plus direct out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Invoices will be rendered as work progresses and expenses are incurred and are payable upon presentation. We estimate that our fee for the audit will be \$41,500. This fee includes only the financial statement audit. We will need to obtain a new engagement letter if any single audit is needed. The estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not resume until your account is paid in full. East Goshen Township further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of East Goshen Township's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. If we elect to terminate our services for nonpayment, our engagement will be deemed complete upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We reserve the right to withdraw from this engagement without completing the work if you fail to comply with the terms of this engagement letter or if we determine professional standards require our withdrawal for any reason.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

The audit documentation for this engagement is the property of Maillie LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to various regulators pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Maillie LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to various regulators. The various regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

It is our policy to keep records related to this engagement for seven years. Original client records will be returned to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for any future use, including potential examination by government or regulatory agencies. Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete and that upon the expiration of the seven-year period, Maillie LLP shall be free to destroy our records related to this engagement.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.



To the Board of Supervisors
c/o Derek Davis, Township Manager
East Goshen Township
November 19, 2024
Page 9

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

MAILLIE LLP

A handwritten signature in black ink that reads "Dale R. Umbenhauer".

Dale R. Umbenhauer, CPA

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the East Goshen Township by:

Name: Derek Davis

Signature: Derek Davis

Title: Township Manager

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2025-02

**A RESOLUTION DESIGNATING THE EMERGENCY
SERVICE PROVIDERS FOR EAST GOSHEN TOWNSHIP**

WHEREAS, the Board of Supervisors of East Goshen Township is responsible under the Second Class Township Code for the public safety of the residents of East Goshen, and;

WHEREAS, the Board of Commissioners of Chester County requests that East Goshen Township provide them with a resolution outlining the methods and agencies chosen to fulfill the public safety needs of East Goshen Township, for the efficient administration of the emergency communications system of the Chester County Department of Emergency Services.

BE IT RESOLVED THAT the Goshen Fire Company of 1320 Park Avenue, West Chester, Pennsylvania, shall provide, on a first alarm basis Fire, Rescue and Basic Life Support Ambulance services to East Goshen Township with the exceptions of:

- The north side of Forest Lane
- The east side of North Chester Road, north of Forest Lane
- Brookmont Drive
- Treemont Drive
- Willow Pond Road
- Pond View Lane
- Meadow Creek Lane
- Sherman Drive
- Ruth Circle
- Line Road, north of Forest Lane

The Malvern Fire Company of 424 East King Street, Malvern, Pennsylvania, shall provide Fire, Rescue and Basic Life Support Ambulance services to the area described above, on a first alarm basis.

BE IT RESOLVED THAT the Good Fellowship Ambulance Club of 600 Montgomery Avenue, West Chester, Pennsylvania, shall provide, on a first alarm basis, Advanced Life Support service to East Goshen Township with the exceptions of:

- The east side of Hershey Mill Road, north of Green Hill Road
- The east side of the Ridley Creek from Green Hill Road to the municipal boundary with Willistown Township.

The Malvern Fire Company of 424 East King Street, Malvern, Pennsylvania, shall provide Advanced Life Support service to the area described above, on a first alarm basis.

BE IT RESOLVED THAT Duane Brady has been designated at the Emergency Management Coordinator for East Goshen Township.

BE IT FURTHER RESOLVED THAT the Westtown-East Goshen Police Department, of 1041 Wilmington Pike, West Chester, Pennsylvania, shall provide police protection to East Goshen Township.

RESOLVED AND ADOPTED, this 6th day of January 2025.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Derek J. Davis, Secretary

Cody Bright, Member

Barbara Emery, Member

John Hertzog, Member

Peter Hicks, Member

Michele Truitt, Member

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2025-03

A RESOLUTION PROVIDING FOR THE UPDATE TO THE FEES REQUIRED BY EAST GOSHEN TOWNSHIP FOR THE CONDUCT OF BUSINESS INCLUDING SUBDIVISION/LAND DEVELOPMENT FEES AND REVIEW ESCROWS AND RELATED PROCEEDINGS; BUILDING PERMITS, ZONING FEES AND REVIEWS, AND MISCELLANEOUS OTHER ADMINISTRATIVE FEES FOR TOWNSHIP SERVICES.

WHEREAS, from time to time it is necessary for the Township to review and revise its fee schedule to reflect the increased cost of doing business, and

WHEREAS, the Second Class Township Code, P.L350, No, 60, as amended, pursuant to General Powers, Section 1506, and

WHEREAS, the Pennsylvania Municipalities Planning Code, Act of 1968, P.L, 805, No 247 as amended, pursuant to Article V Subdivision and Land Development, Section 503, provides for the charge of review fees including the necessary and reasonable charges by the municipality's professional consultants or engineer for review or report and,

WHEREAS, the Pennsylvania Municipalities Planning Code, Act of 1968, P.L, 805, No 247 as amended, pursuant to Article IX Zoning Hearing Board and Other Administrative Proceedings, Section 908, provides for the governing body to prescribe reasonable fees with respect to hearings before the zoning hearing board and also for conditional uses before the governing body (section 913,2) to attach reasonable conditions it may deem necessary to implement the purposed the Act and,

WHEREAS, the Pennsylvania Municipalities Planning Code, Act of 1968, P.L, 805, No 247 as amended, pursuant to Article VI Zoning, Section 617.3 (e) provides for the governing body to prescribe reasonable fees with respect to the administration of a zoning ordinance and with respect to hearings before the zoning hearing board and,

WHEREAS, East Goshen Township provides for the charge of building plan review and inspection fees including reasonable permit fees deemed necessary by the municipality's Building Official professional and for reviews or reports for attendant inspections; and,

NOW THEREFORE, BE IT RESOLVED THAT the East Goshen Township Board of Supervisors hereby establishes the following fee schedule ATTACHED HERETO AS EXHIBIT "A". entitled "Exhibit A to Resolution 2025-03 East Goshen Township Fee Schedule."

The fees outlined in this resolution shall be effective on January 6, 2025.

RESOLVED AND ADOPTED, this 6th day of January, 2025.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Derek J. Davis, Secretary

Cody Bright, Member

Barbara Emery, Member

John Hertzog, Member

Peter Hicks, Member

Michele Truitt, Member

EAST GOSHEN TOWNSHIP
Exhibit A to Resolution 2025-03
FEE SCHEDULE

DESCRIPTION OF FEE	FEE
Zoning – Residential Fees	
Accessory Structures/Building 120 sq. ft. max	Flat fee \$150.00
Accessory Structures/Building 121 to 240 sq. ft. max	Flat fee \$200.00
Accessory structures/Building 241 to 500 sq. ft.	Flat fee \$250.00
Signs less than 32 square feet	Flat fee \$100.00
Signs 32 square feet or more	Flat fee \$150.00
Signs temporary signs	Flat fee \$75.00
Fence	Flat fee \$75.00
Patio	Flat fee \$100.00
Project not listed above	Fee 1% of cost – minimum of \$250.00
Project in combination with another permit	Flat Fee 75.00
Zoning – Commercial Fees	
Accessory Structures/Building 120 sq. ft. max	Flat fee \$200.00
Accessory Structures/Building 121 to 240 sq. ft. max	Flat fee \$250.00
Accessory structures/Building 241 to 500 sq. ft.	Flat fee \$300.00
Signs less than 32 square feet	Flat fee \$200.00
Signs 32 square feet or more	Flat fee \$250.00
Signs temporary signs	Flat fee \$100.00
Project not listed above	Fee 1.5% of cost – minimum of \$300.00
Project in combination with another permit	Flat fee \$100.00
Zoning – General Fees	
Agricultural building /structures Residential	Flat fee \$200.00
Agricultural building /structures Commercial	Flat fee \$300.00
Miscellaneous Zoning for projects not listed above	Flat fee \$200.00
Zoning Verification Letter Fee	Flat fee \$200.00
Residential Building Fees	
New Construction	Fee 1.5% of cost - minimum fee \$300.00
Renovation/Additions	Fee 1% of cost - minimum fee \$200.00
Accessory Structures over 500 sq. ft. (100-4(C-2))	Fee 1% of cost - with minimum fee \$200.00
New Decks	Fee 1% of cost - with minimum fee \$150.00
Renovation to decks	Flat fee \$150.00
Demolition	Flat fee \$100.00
New Plumbing, Mechanical (Only)	Flat fee \$200.00
Plumbing, Mechanical - with another permit	Flat fee \$100.00
Electrical	Flat fee \$100.00
Re-roof and Re-siding	Fee 1% of cost - with minimum fee \$200.00
In-ground pool	Fee 1% of cost - with minimum fee \$200.00
Above – ground pool	Fee 1% of cost - with minimum fee \$200.00
Solar Systems	Flat fee \$100.00
Flag Poles	Flat Fee \$50.00
Missed inspections (100-4A) work not completed or no access	Fee \$100.00 each
Skipped inspections – inspections that are required but contractor or owner does not schedule inspections	Fee \$200 each
Work without a permit fee	Double Permit Fee with minimum fee \$250.00
Re-inspection fee	\$100.00 for each failed inspection, at discretion of BCO
Annual Permit Renewal Fee	\$150.00 per permit.

EAST GOSHEN TOWNSHIP
Exhibit A to Resolution 2025-03
FEE SCHEDULE

Non-Residential (Commercial) Fees	
New Construction	Fee 2% of cost - with minimum fee \$500.00
Renovation/Additions/Tenant Fitout	Fee 1.5% of cost - with minimum fee \$350.00
Accessory Structures over 500 sq. ft. (100-4(C-2))	Fee 1.5% of cost - with minimum fee \$250.00
New Decks	Fee 1.5% of cost - with minimum fee \$200.00
Renovation to decks	Flat fee \$250.00
Demolition	Flat fee \$200.00
New Plumbing, Mechanical (Only)	Fee 1.5% of cost - with minimum fee \$200.00
Plumbing, Mechanical - with another permit	Flat fee \$250.00
Electrical	Flat fee \$150.00
Re-roof and Re-siding	Fee 1.5% of cost - with minimum fee \$200.00
In-ground pool	Fee 2% of cost - with minimum fee \$500.00
Solar Systems	Flat fee \$150.00
Flag Poles	Flat Fee \$200.00
Missed inspections (100-4A) work not completed or no access	Fee \$200.00 each
Skipped inspections – inspections that are required but contractor or owner does not schedule inspections	Fee \$250 each
Work without a permit fee	Double Permit Fee with minimum fee \$350.00
Re-inspection fee	\$150.00 for each failed inspection, at discretion of BCO
Annual Permit Renewal Fee	\$200.00 per permit.
Fire Operational and Construction Fees	
Residential Alarm System (New/Replacement)	Flat Fee \$150.00
Residential Sprinkler System	1% of cost - minimum \$250.00
Residential Special Event Permit	Flat fee \$100.00 pre-event
Non-Residential Alarm System	1.5% of cost – minimum \$500.00
Non-Residential Sprinkler System	1.5% of cost – minimum \$500.00
Non-Residential Special Event Permit	Flat fee \$200.00 pre-event
Communication Amplification System	1.5% of cost – minimum \$500.00
Fire Department Key Box (Knox Box)	Flat fee \$50.00
Miscellaneous Permit	1% of cost – Minimum \$250.00
Rental and Resale Occupancy Fees	
Residential Single-Family Dwelling	Flat fee \$150.00
Residential Apartments (multi-units)	Flat fee \$70.00
Non-Residential 2,000 sq. ft. or less	Flat fee \$200.00
Non-Residential 2,001 sq. ft. to 9,999 sq. ft.	Flat fee \$300.00
Non-Residential 10,000 sq. ft. or greater	Flat fee \$700.00
Small Wireless Facilities Fees	
Application Cost 1 to 5 facilities	Fee \$500.00 per
Additional Application Cost 6 to 30	Fee \$100.00 per
Application with new pole	Fee \$1,000.00
Annual Right-of-way Access Fee	Fee \$200.00 per facility
Annual Fee if upon Township owned pole	Fee \$70.00 per facility
Annual Registration Fee	Fee \$25.00 per location
Penalty for untimely filing of annual report	Fee \$100.00 per location
False Alarm Fees (Pursuant to Section 81-12 & 81-13 of the Township Code)	
Section 81-12A – False Alarms	
First and second false alarm –twelve months (Jan 1 – Dec 31)	Warning – No fee
Third and fourth false alarm - twelve months (Jan 1 – Dec 31)	Fee \$100.00 each false alarm
Fifth and sixth false alarm - twelve months (Jan 1 – Dec 31)	Fee \$200.00 each false alarm
Seventh and each false alarm thereafter – twelve months (Jan 1 – Dec 31)	Fee \$500.00 each false alarm
Section 81-13A – False Fire Alarms	
First & second false fire alarm–twelve months (Jan 1 – Dec 31)	Warning – No fee

EAST GOSHEN TOWNSHIP
Exhibit A to Resolution 2025-03
FEE SCHEDULE

Third & fourth false fire alarm—twelve months (Jan 1 – Dec 31)	Fee \$500.00 each false fire alarm
Fifth & sixth false fire alarm - twelve months (Jan 1 – Dec 31)	Fee \$1000.00 each false fire alarm
Seventh and each false fire alarm thereafter – twelve months (Jan 1 – Dec 31)	Fee \$2000.00 each false fire alarm
Subdivision and Land Development Fees	
Subdivision Review Fees	
Application and review 2 lots	Fee \$300.00 per lot
Application and review 3 or more lots on existing streets	Fee \$350.00 per lot
Application and review 3 or more lots requiring new streets	Fee \$500.00 per lot
Land Development Fees	
4 Acres or less	Fee \$300.00 per lot
4 to 24.99 Acres	Fee \$450.00 per lot
25 to 99.99 Acres	Fee \$700.00 per lot
100 Acres or More	Fee \$950.00 per lot
Lot line and/or Minor Revision Review	Fee \$200.00 per lot
Additional costs for Subdivision, Land Development and Lot Line and/or Minor Revision Reviews shall be as follows:	
<p>1) The applicant shall pay the review fees of the professional consultants utilized by the Township during its review of the subdivision or land development application. The applicant shall submit \$5,000.00 to the Township at the time of the submission of the subdivision or land development application. This money shall be placed in an interest-bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with a breakdown of all monies disbursed from the account. If the account balance goes below \$1,000.00 the applicant shall deposit additional monies sufficient to bring the account balance back up to \$5,000.00. Upon approval or denial of the land development or subdivision application and payment of the final invoices from the professional consultants the balance of funds in the account plus any interest shall be returned to the applicant.</p> <p>2) The applicant shall reimburse the Township for the actual cost of all legal, engineering, inspections, and materials tests, incurred during construction and up to acceptance, by the Township, of the improvements.</p> <p>3) The applicants shall pay all Chester County Planning Commission, Chester County Health Department, Department of Environmental Protection, Chester County Soil Conservation District and Penn Dot review fees, and all recording costs.</p>	
Miscellaneous Fees	
Jacuzzi or Hot Tub	Flat fee \$100.00
Driveways New	Fee \$100.00 + Engineering & Twp cost
Driveway Expansion	Fee \$100.00 + Engineering & Twp cost
Parking Lots	Fee \$100.00 + Engineering & Twp cost
Courts – Tennis, basketball, shuffleboard, bocce ball	Free
Structures, Renovation/alteration – silos, water towers, antenna towers, wind energy systems and the like.	Fee \$100.00 + Engineering & Twp cost
PA UCC Continuing Education Fee	Fee \$4.50 for every building (UCC) Permit Issued.
Solicitation Fees	Fee \$28.00
Solicitation PA State background check	Fee \$22.00
Special Event Permit & Noise Waiver	Fee \$100.00
East Goshen Building Use (applicable groups only)	Fee \$100.00 for 6 hours (additional \$75 up to 9 hours max)
Public Hearings before the Zoning Hearing Board and Board of Supervisors	
<p>A) The residential applicant shall deposit with the Township \$550.00, the non-residential applicant shall deposit with the Township \$1,000.00, to defray the cost of the following:</p> <ul style="list-style-type: none"> i. One half (½) the cost of preparation and publication of "Notice of Public Hearing". ii. Posting of the property by the Township Staff. iii. One half (½) of the appearance fee of the court reporter. iv. Other miscellaneous administrative charges. v. The cost for mailing a hearing notice letter to all property owners within 1,000 feet of the property. <p>B) If the monies paid to the Township pursuant to Section a. are insufficient to ensure payment of all costs incurred in the disposition of the application the Township shall require additional deposits in increments of one hundred dollars (\$100.00). The failure of the Township to demand additional deposits from time to time shall not relieve the applicant from liability for all costs, charges, fees, and expenses in excess of deposits.</p>	

EAST GOSHEN TOWNSHIP
Exhibit A to Resolution 2025-03
FEE SCHEDULE

C) Monies paid which are in excess of the actual costs shall be refunded to the applicant within 30 days of receipt of the written decision.

D) Referring to b and c above; if the total costs exceed the monies paid by less than \$10.00 there will be no additional charge and conversely, there will be no refunds given for amounts under \$10.00.

E) Conditional Use Professional Consultants – The applicant shall pay the review fees of the professional consultants utilized by the Township during its review of the conditional use application. The applicant shall submit \$2,000.00 to the Township at the time of the submission of the application for a conditional use. This money shall be placed in an interest-bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with a breakdown of all monies disbursed from the account. If the account balance goes below \$500.00 the applicant shall deposit additional monies sufficient to bring the account balance back up to \$2,000.00. Upon approval or denial of the conditional use application and payment of the final invoices from the professional consultants the balance of funds in the account plus any interest shall be returned to the applicant.

F) Site Plan / Act 167 Stormwater Management Plan Review - The applicant shall pay the review fees of the professional consultants utilized by the Township during its review of the Site Plan / Act 167 Stormwater Management application. The applicant shall submit \$2,000.00 to the Township at the time of the submission of the application for. This money shall be placed in an interest-bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with a breakdown of all monies disbursed from the account. If the account balance goes below \$500.00 the applicant shall deposit additional monies sufficient to bring the account balance back up to \$2,000.00. Upon approval or denial of the Site Plan / Act 167 Stormwater Management application and payment of the final invoices from the professional consultants the balance of funds in the account plus any interest shall be returned to the applicant.

Hearings Before the International Code Council Board of Appeals and Stormwater Appeals Board

A) There shall be a filing fee of \$100.00.

B) In addition, the applicant shall deposit with the Township \$400.00 to defray the cost of the following:

- vi. Preparation and mailing of the list and/or labels bearing the names of property owners to be notified.
- vii. Preparation of the hearing notice and affidavit of certification.
- viii. Publication of "Notice of Public Hearing".
- ix. Posting of the property by the Building Inspector.
- x. One half (½) of the appearance fee of the court reporter.
- xi. Other miscellaneous administrative charges.
- xii. The cost for a copy of the transcript if requested by the applicant.

C) If the monies paid by the applicant pursuant to Section b are insufficient to ensure payment of all costs incurred in the disposition of the application, the Township shall require additional deposits in increments of one hundred dollars (\$100.00). The failure of the Township to demand additional deposits from time to time shall not relieve the applicant from liability for all costs, charges, fees, and expenses in excess of deposits.

D) Monies paid which are in excess of the actual costs shall be refunded to the applicant.

E) Referring to c and d above; if the total costs exceed the monies paid by less than \$10.00 there will be no additional charge and conversely, there will be no refunds given for amounts under \$10.00.

Sewer, Refuse and Real Estate Tax Certification

A) Per Sewer Certification - \$15.00. Fee must be paid prior to certification being issued.

B) Per Refuse Certification - \$15.00. Fee must be paid prior to certification being issued.

C) Real Estate Certification is handled by the County.

Collection Procedures

EAST GOSHEN TOWNSHIP
Exhibit A to Resolution 2025-03
FEE SCHEDULE

- A) The Township Manager is authorized to collect any monies due and payable to the Township under this resolution in the manner prescribed by law.
- B) Any costs associated with the collection of these fees shall be the responsibility of the applicant and/or property owner as applicable.

Returned Checks & ACH Payments

- A) Any check or ACH payment received by the Township pursuant to this resolution or any other ordinance shall be deposited in the authorized Township depository (bank).
- B) All checks or ACH payments returned by the Township depository (bank) to the Township, for insufficient funds or any other reason shall have a letter written to the check writer or ACH payee advising that their check or ACH payment has been returned by the bank and that they should re-issue payment immediately.
- C) The check writer or ACH payee's account shall be updated to indicate that a payment was not made.
- D) Any check or ACH payment that is returned to the Township will result in the imposition of a \$35.00 fee in addition to any fees imposed by the Township depository (bank), both of which shall be applied to the appropriate account.

Park Fees

- A) The following fees will be charged to those groups or individuals who reserve a facility for a specific date and time.

NOTES:

- The use of passive parks is limited to passive events only.
 - Each day is divided into three time periods:
 - Morning - 7 am to Noon
 - Afternoon - Noon to 5 pm
 - Evening - 5 pm to Dusk
 - The West Chester Area School District is exempt from all fees.
 - Separate checks shall be provided in the event a deposit is required.
 - Deposit checks will be returned after the facility has been inspected and found to be in good condition.
- xiii. Pavilion (per event):
1. 1 to 200 people - \$200.00 rental fee.
 2. Over 200 people - \$1.00 rental fee per person.
- xiv. Volleyball Courts (cost per court):
1. \$36.00 per time period
- xv. Passive Parks (all Township owned open space except for the 55-acre Township Park. Per event):
1. 1 event - \$50.00 with \$25.00 refundable deposit
- xvi. Baseball, Softball, Soccer Fields; excluding T-Ball (cost per field/court):
1. 1 field - \$36.00

Online Registration for P&R Classes & Summer Camp

- xvii. 3.0% Convenience Fee added to cover processor fees on online registrations.
- xviii. \$10 Cancellation Fee for Summer Camp cancellations.

EAST GOSHEN TOWNSHIP
Exhibit A to Resolution 2025-03
FEE SCHEDULE

Copying of Township Records

A) The cost for the copying of Township records pursuant to the “Right to Know Law” Act 3 of 2008, as amended, shall be as follows:

- a. Postage – the actual cost of mailing.
- b. Duplication – The fees are based upon the duplication of records maintained and duplicated in black & white on standard 8 ½ by 11-inch paper, 8 ½ by 14-inch paper or 11 by 17-inch paper. All larger records, including but not limited to plans, maps and similar documents are “over-size records” for purposes of the fee schedule.
 - i. Photocopy - \$0.25 per single sided copy
 - ii. Color Photocopy - \$0.35 per single sided copy
 - iii. Facsimile/Microfiche/Other Media – the Township’s cost to duplicate the record original media.
 - iv. Conversion of electronic media only records to paper – if a record is only maintained in electronic media the fee shall be the lesser of \$ 0.25 per page (8½’ x 11’), or the Township’s cost to duplicate the record in the electronic media.
 - v. Over-size Records - \$4.00 per sheet
 - vi. Over-size Color Records - the Township’s cost to duplicate the record.
 - vii. Court Reporter Transcripts – Prior to the decision being “final, binding and non-appealable” - \$2.00 per page.
- c. Certification of a record – \$5.00 per certification.
- d. Use of own copier or photographing a record – A requester may utilize their own copier provided the device is self-powered, (it may not be plugged into a Township power outlet) or camera. Any duplication by the requester must be done with a Township employee present.
- e. Direct access to the Township computer system is prohibited.
- f. No original records may be removed from the Township Building by a requester.
- g. Inspection of Redacted Records. If a requester seeks to inspect rather than receive copies which contain both public and non-public information, the Township shall redact the non-public information. While the Township may not charge the requester for the redaction itself, the Township will charge the requester for any copies it must make in order to securely redact the record before allowing the requester to view the record.

EAST GOSHEN TOWNSHIP
Exhibit A to Resolution 2025-03
FEE SCHEDULE

Refuse charges pursuant to Section 194-8 of the Township Code

Single Family Residential	Fee \$100.00 per quarter
Multi-family Residential	Fee \$100.00 per quarter

Sewer Charges pursuant to Sections 188-3, 188-4, 188-5 and 188-25 of the Township Code

A) Fixed Rate per unit	
a. Fixed rate	\$55.61 per quarter
b. Meter reading surcharge	\$ 50.00 per quarter
B) Variable Rate	
a. Variable Rate	\$9.70 per 1,000 gallons of water
b. Variable Rate (East Whiteland)	\$6.20 per 1,000 gallons of water
(East Whiteland is in agreement to sell their sewer system to AQUA by the end of 2021. Their rates would be frozen for 3 years under the agreement with AQUA)	
C) Permits/Inspections/Meter Reading	
a. New Sewer Laterals	\$750.00 per lateral
b. Water Meter/Measuring Device	\$150.00 per meter/measuring device.
c. Water Meter Reading	\$900.00 divided by number of all meters to be read.
D) On-Lot Sewage System Management Fee	
The fine of \$100.00 is due and payable when the Township sends out the notice to pump the on-lot system.	

Sewer Tap-In & Inspections pursuant to Ordinance 188 Sewers

A) Ridley Creek and Chester Creek	
a. Tap-In Fee	\$ 2,000.00 each tap.
b. Tap Inspection Fee	\$ 750.00 each tap.
B) Meadowbrook and Cornwallis	
a. Tap-In Fee	\$ 7,480.00 each tap.
b. Tap Inspection Fee	\$ 750.00 each tap.

Stormwater Management submissions pursuant to Ordinance 129-F-2013

- A) Simplified Approach for Small Projects (1,000 sf. or less) shall be charged an application, plan review and inspection fee \$300.00 + (Engineering cost as required by project)
- B) Stormwater Management System Full Submission (2,000 sq. ft. or Greater) shall be charged an application fee \$100.00. The applicant shall pay the review fees of the professional consultants utilized by the Township during its review of the stormwater application. The applicant shall submit \$2,000.00 to the Township at the time of the submission stormwater application. This money shall be placed in an interest-bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with a breakdown of all monies disbursed from the account. If the account balance goes below \$500.00 the applicant shall deposit additional monies sufficient to bring the account balance back up to \$2,000.00. Upon completion of the stormwater project and payment of the final invoices from the professional consultants the balance of funds in the account plus any interest shall be returned to the applicant.
- C) Stormwater Operation and Maintenance Agreement – All costs associated with the inspections and maintenance of stormwater systems shall be invoiced to the Landowner.
- D) On-site systems – Annual required inspections made by Township Staff shall be a flat fee \$100.00 invoiced to the Landowner.

2025 Appointments & Reappointments

- Planning Commission
 - None
- Zoning Hearing Board (3 year term -2027)
 - Charles Proctor
 - Jim Christenson
- Municipal Authority (5 year term – 2029)
 - John Stipe
- Conservancy (3 year term – 2027)
 - Karen Martynick
 - Walter Wujcik
 - Jackie Ahlborn
- Pipeline Task Force (3 year term – 2027)
 - Gerry Sexton
- ESAC (3 year term- 2027)
 - None
- Park & Rec (5 year Term – 2029)
 - Dan Liecht
- Pension Committee
 - Timothy O'Reilly
 - Bill Smith
 - Dave Ware
 - Mark Miller
 - David Shuey

Current Vacancies

- MA - 1
- Pipeline – 2
- ESAC – 3
- Park & Rec - 1

2025 Board Liaisons for ABCs

- Police-Cody Bright
- COG-Michele Truitt
- Conservancy- Michele Truitt
- Park & Rec-Peter Hicks
- ESAC-Barbara Emery
- Planning Commission -John Hertzog
- Pipeline-Barbara Emery
- Municipal Authority – Cody Bright
- Pension-Michele Truitt
- FIRE/EMS Liaison- Peter Hicks

Memo

To: Board of Supervisors
From: Park and Recreation Commission
Re: Potential Miracle League field installation
Date: December 12, 2024



Overview:

East Goshen Township Parks and Recreation has always been mindful of providing programs, events and services for all its residents and their families. And this extends to accessibility as well, most notably with the EGT Park playground's fully accessible surface and above ADA-required play piece accessibility. One area we haven't addressed is sports field accessibility, specifically our baseball fields. This is an issue not unique to East Goshen Township, as most municipal baseball/softball fields are not equipped to provide access to children or adults with special needs, walkers and wheelchairs. The national Miracle League organizational mission is to provide baseball fields that are 100% accessible, so everyone has the opportunity to play our National Pastime. The Department Director was approached by Mr. Jim Moore (owner, Moore Painting), who recently formed the Miracle League of Chester County (MLCC) 501c3, and is looking for a park site to build a field. We've had a series of meetings since and discussed at Park and Recreation Commission meetings. Now that it seems this project could be viable, we bring it to the Board of Supervisors for an initial discussion.

Project Need:

There isn't a Miracle League field in Chester, Delaware or Philadelphia counties; closest being in Montco. These are typically financially supported and associated by the local MLB team, and the Philadelphia Phillies are not associated with any current . These fields would serve children and adults that are Township residents and in neighboring communities. Miracle Fields are unique in that they don't only facilitate youth-based sports, but routinely give adults into their 60s and 70s the opportunity to play sports. Programming would include baseball/softball primarily, but other Miracle League organizations use them for cheerleading, soccer, and events like Egg Hunts and Halloween activities for those with special needs. Play dynamics involve volunteers helping the special needs athletes, and so it's a wonderful opportunity for HS and Middle School athletes to engage within their community. The Township could use it for traditional sports programming, special events, camp activities, and a partnership with Kinetic Prosthetics among other uses.

General Design Features:

All of this is dependent on site constraints. The ballfield would be approximately 125' from home plate to the foul pole, or about 2/3 the size of EGT Park, Field A. The design would mirror Citizens Bank Park, so it could have a Liberty Bell past the center field fence or maybe a Phillie Phanatic statue. ADA parking would be necessary, but the gravel driveway leading off Goshen Parkway would not need significant improvements. Concessions, restroom and press box would all be considered, constrained by utilities. Could be as simple as an ADA porta-pottie or permanent self-contained restroom unit, shed for selling candy and table/chairs for press box. Could be as elaborate as dedicated cinder block facilities for each. Most Miracle League fields also include a small, fully ADA accessible playground. Important Note; most Miracle Fields have lights, to maximize play and allow a true opportunity for usage from April through Halloween. If our field didn't have lights, play would be limited to summer and April to Halloween weekends.

Proposed Location:

The proposed site is the Mill Creek ballfield area. The park has a current baseball field on it, that was used by local sports organizations until 2019. Since, the site has been used for materials storage and is not suitable for parking or play. We met the primary Miracle League field designer on site (Eric Schmidt, Playground Equipment Services, Cincinnati, OH), and he thought the site was perfect. Ample room for the ballfield, additional facilities and parking, but with a private feel, unlike EGT Park. This site makes the most sense keeping in mind currently owned Township land, but if a more suitable location came available, that could be considered.

**Maintenance:**

The ballfield surface is essentially maintenance free. It comes in 30' x 8' sheet turf system. It utilizes sand imbedded in the turf, which keeps the surface 15-20 degrees cooler, an important mid-summer factor. Anticipated life span is 10-13 years; the current field at Miracle League Lehigh Valley is being replaced at 18 years. Maintenance needs for the park site would decrease, specifically mowing. Public Works estimates this at \$10,080 per year in savings. Savings Calculator = \$90/hr. (PW staff, mower maintenance, weed eating) x 2 hrs. at 2 times/week x 7 months = \$10,080

Project Funding:

Playground Equipment Services estimated the project would cost \$1.1M to include cinder block restrooms, press box and concessions at our onsite meeting. MLCC met with the Chester County Economic Development Council, which was very interested in the project. CCEDC spoke with DCED, who said this would be a very competitive project for a \$750,000-\$1M DCED-LSA grant (November 2025 application). Additional funding would be raised via the Miracle League of Chester County. The Township's financial contribution to the project would be the value of the land, and long term commitment to this facility versus other recreational uses. Any design or engineering project costs would also be paid by the non-profit, utilizing the Township Engineer.

Project Team:

Jim Moore is the Founder of the Miracle League of Chester County and the primary advocate for the project. He has started to recruit interested partners, others involved include:

Chris McDevitt- C and D Construction- West Chester
Mike Rabena- Terra Firma Builders- Glen Mills
Joe Convery- Convery Construction- Media

The above contractors are invested in making this project happen, and will be donating time, materials and/or equipment. Jim is also friends with the Phillies radio voice Scott Franske and has had several phone calls with Jon Joaquin, head of Philadelphia Phillies Charities, regarding the project.

Relationship with the Miracle League of Chester County:

As proposed, the Township would continue to own the parcel and all improvements completed, and the Miracle League would utilize the fields via the permit process. An example of this relationship is the Northampton County Miracle League field. The relationship would be adjusted depending on how project funding materializes.

Additional Considerations:

The primary consideration will be available utilities, additional cost for access to off-site utilities and/or scoping the project to meet current site considerations. Engineering will provide these data points for future consideration.

The current, crushed stone driveway is across a Depuy-Synthes owned parcel. It would be important to meet with Depuy-Synthes, discuss the project merits, and secure a permanent easement for the driveway before applying for grant funding.

Next Steps:

- 1) Township Engineer provides quote for services generated by PES
- 2) Discuss project with local residents (specific to potential lighting)
- 3) Review Design, Cost Estimate and Scope of Work for further project consideration (summer 2025)
- 4) Township applies for DCED-LSA grant for project funding (November 2025)
- 5) Miracle League of Chester County (MLCC) begins fundraising (on going)
 - A. MLCC is aware this is in the developmental phase, and there is the possibility the project may not occur at this park site or any Township owned properties.

Motion:

I approve the Township Engineer to provide a quote for the needed assistance for the Design, Scope of Work and Cost Estimate for the proposed Miracle League field project.



Miracle League of Western PA



Miracle League Northampton County

—Bill Mazerowski field

MEMO

Date: January 3, 2024

From: Derek Davis, Township Manager

To: Board of Supervisors

Re: Resolution 2025-04 Building Use

Attached is a resolution I am proposing for passage regarding the rental and use of East Goshen's building, namely the meeting room but this . At this point, we do not have formal policies in place with enough teeth to prevent the overuse we are seeing with this building. This is a highly used facility and the "wear and tear" on it is a real concern.

I'd be happy to answer any questions with my thinking but some of the highlights of this include:

- Fee charged to for-profit entities for use
- Cleaning fee to any entity that does not leave the room the way they found it (equivalent to our fee for the cleaning service to come out)
- No Saturday usage unless pre-approved (since we are not here on Sundays we would go 48 hours without knowing if something was wrong or left damaged)
- Outside entities cannot use more than once per month unless waived by Township Manager

DRAFT MOTION: Mr./Madam Chair, I move we pass Resolution 2025-04 governing the building usage and rentals for the East Goshen Township Building and the Blacksmith Shop.

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION 2025-04 ESTABLISHING
RULES AND REGULATIONS ALLOWING RENTAL AND
USE OF THE EAST GOSHEN TOWNSHIP BUILDING**

WHEREAS, East Goshen Township allows for the use of certain spaces within the township building to be used for activities and meetings by township-affiliated groups, non-profit organizations, recognized Homeowner Associations (HOAs); and for-profit companies; and

WHEREAS, the township recognizes that rules and regulations to guide the process for those previously stated groups to apply for the use of the township building is necessary.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of East Goshen Township, Chester County, Pennsylvania hereby resolves to establish Rules, Regulations and Procedures governing the use of the East Goshen Township Building and the Blacksmith Shop:

USE REGULATIONS

1. Official activities of East Goshen Township, including public meetings and township- sponsored activities shall take precedence over all outside group requests.
2. The building is available for use between Sunday and Friday unless pre-approved by the Township Manager for Saturday use.
3. No rental charge or fee for building use shall be required for the following applicants:
 - Township-affiliated events or groups
 - Non-profit organizations (Township reserves the right to ask for proof of non-profit status)
 - Homeowners Associations within East Goshen Township
 - Officially recognized civic and neighborhood associations, groups or organizations serving developments within, or residents of East Goshen Township.
4. A rental rate or fee can be established and charged to for-profit entities. The amount will be included annually in the East Goshen Fee Schedule passed by the Board of Supervisors and is subject to change on an annual basis.
5. Said group(s) shall follow all rules and instructions as given to them by Township Administration.
6. No group shall be able to apply for Building Use more than once (1) per month unless

said limitation is waived by the Township Manager. Groups in violation of any or all rules and regulations may forfeit their ability to apply for future Building Use.

APPLICATION AND APPROVAL PROCESS

1. An application to use East Goshen Township Building or any portion thereof may be granted only after a completed Application is submitted to the Township and approved. If the date and time requested are available, the application for use may be considered and if approved, the Township's official calendar will be marked accordingly with the name and time.
2. Right to Deny Application: The Township hereby reserves the right to deny any group access to use the facility whether membership in said group is comprised of Township residents if the Township deems the proposed use to be inappropriate or unsuitable to the space.

RULES OF USE

1. Responsibility: The person signing the application is responsible for the following:
 - Any adverse change in the condition of the facility.
 - Payment for all damage to building, furniture, walls, floors and/or any equipment owned by the Township occurring during the use.
 - Ensuring that the facility is clean (within 2 hours after conclusion of event) and interior lights are turned off (as instructed).
 - Costs for janitorial services is required due to improper cleanup of the facility.
 - Missing equipment, chairs or tables.
 - Return of any Facility keys, if applicable.
 - Parking will be only in designated spots, no parking on grass or driveway areas.
 - Access: The Township door system will automatically be scheduled to open and close based on the time schedule for the use. If the system is not functional, other accommodations will be made with the applicant.
 - All individuals/groups are to vacate the building and remove all belongings and trash/refuse by 12:00 AM (Midnight).
2. Occupancy Limits: The group using the facility will adhere to the occupancy limits set forth by the Fire Marshal for the space. Question regarding limits can be directed to Township Administration.
3. Care of Building:
 - No nails, screws, scotch tape, wire, etc., may be used to place decorations, signs, or banners in any part or any wall of the facility.
 - Trash/refuse shall be placed in plastic bags provided by the township and such trash/refuse shall be removed at the end of the entity's use of the facility.
 - Thermostats are set and should not be readjusted.
 - Township electronic and AV equipment is not to be used.

4. Use by Minors: Any function involving use of the facility by minors shall be properly chaperoned by adults as approved by the Township. The Township based on the activity and number of individuals expected to attend shall determine the number of chaperones necessary for the function.
5. Prohibited Activities and items: The following are prohibited:
 - Smoking
 - Food
 - Use of alcoholic beverages
 - Activities not in conformance with the application.
 - Advocacy or performance of illegal or unlawful acts.
 - Noise or other activity which interferes with the normal conduct of business in the building or adjacent structures.
 - Additional signage is not permitted without written Township consent.
6. The Township reserves the right to review all advertisements prior to publication for events within Township-owned facilities.
7. On the day following the rental, the Township will document any damage. All groups renting the facilities agree to pay for damages incurred during their rental.
8. Indemnification: All parties shall indemnify and hold harmless East Goshen Township, its officials, agents and representatives, by completion of appropriate facility application form.
9. Reservation of Rights: Township reserves the right to reject or revoke any application or amend these rules at any time.

NOW, THEREFORE, this 6th day of January, 2025, the Board of Supervisors of East Goshen Township hereby resolves and establishes rules and regulations allowing use of East Goshen Township Building with the aforementioned provisions of this Resolution.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Derek J. Davis, Secretary

Cody Bright, Member

Barbara Emery, Member

John Hertzog, Member

Peter Hicks, Member

Michele Truitt, Member