



**NEW GARDEN TOWNSHIP  
BOARD OF SUPERVISORS  
BUSINESS MEETING AGENDA  
June 17, 2024  
New Garden Twp. Board Room  
299 Starr Rd.  
Landenberg, PA 19350**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ANNOUNCEMENT OF EXECUTIVE SESSIONS**

**4. PUBLIC COMMENT (3-minute time limit)**

**5. PUBLIC COMMENT ON AGENDA ITEMS**

**6. PUBLIC HEARING**

**7. RECOGNITIONS**

**8. PRESENTATIONS**

**9. MINUTES:**

- a. Approval of Meeting Minutes from 5-20-2024.

**10. TREASURER'S REPORT:**

- a. Approval of paid invoices \$61,266.69 and unpaid invoices \$333,117.33, totaling \$394,384.02.

**11. PUBLIC SAFETY REPORT - Quarterly**

- a. Avondale Fire Company – None  
b. Southern Chester County Regional Police Department – None

**12. UNFINISHED BUSINESS**

**13. NEW BUSINESS:**

- a. **Zoning Hearing Board Applications** – ZHB Applications for the properties located at 140 & 161 Thompson Rd. and 502 Kelleher Dr.

- b. **Kennett Library Tax Voter Referendum** – Resolution 24-009 authorizes a voter referendum on increasing the property tax rate to support the Kennett Library.

- c. **Board of Appeals** – formation of a Joint Board of Appeals with London Grove and East Marlborough Township.

- d. **Aqua Sewer Rate Change** – presentation by Township Manager on the Aqua PA 2024 Sewer Rate Case proposal to the Pennsylvania Utility Commission (PUC).

e. **FY24 Contributions** – *FY24 non-profit contributions in a total amount not to exceed \$45,000.00.*

f. **PennDOT Traffic Signal Maintenance Resolution** – *Resolution 24-010 adopting PennDOT traffic signal maintenance standards.*

**14. MANAGER’S REPORT**

- a. Act 209 Update
- b. Smedley Preserve Update
- c. FY25 Budget Calendar

**15. LEGISLATION**

- a. Resolution 24-009 – Kennett Library Tax Voter Referendum
- b. Resolution 24-010 – PennDOT Traffic Signal Maintenance Agreement

**NOTICES:**

<b>6-19-24</b>	<b>Juneteenth -</b>	<b>Township Offices Closed</b>
<b>6-25-24</b>	<b>6-8 p.m. -</b>	<b>Rhythm &amp; Brews</b>
<b>6-26-24</b>	<b>7:00 p.m. -</b>	<b>Planning Commission Meeting</b>



**NEW GARDEN TOWNSHIP  
BOARD OF SUPERVISORS  
MEETING MINUTES  
May 20, 2024**

**ATTENDING**

**BOARD OF SUPERVISORS**

David Unger, Chairman

Stephen Allaband

Ted Gallivan

Kristie Brodowski

Troy Wildrick

**TOWNSHIP PERSONNEL**

Chris Himes – Township Manager

Jon Martin – Dir. Of Aviation

Kenny Reed – Public Works Director

Robert Weer – Dir. Comm. Dev. & Safety

Ahtziri Romo - Communications

**1. CALLED TO ORDER**

Chairman David Unger called the meeting to order at 7:02 p.m.

**2. PLEDGE OF ALLEGIANCE**

Pledge of allegiance was recited.

**3. ANNOUNCEMENT OF EXECUTIVE SESSION**

- No Executive Session was held.

**4. PUBLIC COMMENT (3 minute time limit)**

**5. PUBLIC COMMENT ON AGENDA ITEMS**

**6. PUBLIC HEARING – Conditional Use Hearing – 138 Church St. (Tax Parcel #60-1R-4)**

**7. MINUTES - Approval of 4/22/24 BOS Meeting Minutes**

**Action:** *Motion to approve made by Mr. Gallivan, seconded by Mr. Allaband. No discussion. All Ayes.*

**8. TREASURER'S REPORT**

- Approval of paid and unpaid invoices totaling \$394,747.09

**Action:** *Motion to approve made by Mr. Gallivan, seconded by Ms. Brodowski. No discussion. All Ayes. Mr. Allaband abstained from Crossan invoices.*

**9. RECOGNITIONS & APPOINTMENTS**

None

**10. PRESENTATIONS**

Jon Martin – Airshow Brief

Ahtziri Romo – New Website Brief

**11. PUBLIC SAFETY REPORT**

a. Avondale Fire Co. – None

b. Southern Chester County Regional Police – None

## 12. UNFINISHED BUSINESS

None.

## 13. NEW BUSINESS

- a. **Zoning Hearing Board Applications** – *Motion to take no position for the ZHB Applications for the properties located at 104/106 Starr Rd. and 172 Maple Ln.*  
**Action:** *Motion to approve made by Mr. Allaband, seconded by Ms. Brodowski. No discussion. 4 Ayes.*
- b. **Fiscal Policy Adoption** – *Motion to adopt the proposed Fiscal Policy as written.*  
**Action:** *Motion to approve made by Mr. Allaband, seconded by Mr. Gallivan. No Discussion. All Ayes.*
- c. **AMERICA250PA Resolution 24-008** – *motion to adopt Resolution #24-008 – AMERICA250PA supporting the Pennsylvania Commission for the United States Semiquincentennial.*  
**Action:** *Motion to adopt made by Ms. Brodowski, seconded by Mr. Allaband. No Discussion. All Ayes.*
- d. **East Parallel Taxiway Reconstruction Project** – *motion to approve the engineering contract for TransSystems in an amount not to exceed \$78,718.00 (\$3,935.90 local share) for the East Parallel Taxiway Reconstruction Project.*  
**Action:** *Motion to approve made by Mr. Allaband, seconded by Mr. Gallivan. No discussion. All Ayes*
- e. **FY24 Paving Program**– *Motion to authorize the Township Manager to approve the paving contract to Martin Paving for an amount not to exceed \$57,013.50 and Long’s Asphalt, Inc. for an amount not to exceed \$1,360,020.00, pending final review by the Township Solicitor.*  
**Action:** *Motion to approve made by Mr. Allaband, seconded by Mr. Gallivan. No discussion. All Ayes.*
- f. **FY24 Departmental Performance Update** – *presentation by Township Manager on FY24 YTD Departmental performance.*  
**Action:** *Presentation only. No Action Taken.*
- g. **Historical Commission Appointment of Regina Fees** – *Motion to appoint Regina Fees to the Historical Commission.*  
**Action:** *Motion to approve made by Ms. Brodowski, seconded by Mr. Allaband. No Discussion. All Ayes.*

## 14. MANAGER’S REPORT

- a. Strategic Priorities -
- b. Zoning Project Update

## 15. LEGISLATION:

### **Resolutions:**

24-008 – America250PA U.S. Semiquincentennial -Approved

## **ADJOURNMENT**

- Motion to adjourn the meeting @ 9:15 p.m. made by Mr. Gallivan, seconded by Ms. Brodowski. No discussion. All Ayes.

**The next Board of Supervisor's Meeting will be held on Monday, June 17 @ 7:00 p.m.**

**NEW GARDEN TOWNSHIP  
 LANDENBERG, PA  
 WORKSHEET - SUMMARY OF INVOICES REPORT - BY FUND**

**DATE: JUNE 17, 2024**

<b>FUND</b>	<b>UNPAID INVOICES TOTALS</b>	<b>PAID INVOICES TOTALS</b>	<b>INVOICES TOTALS</b>
01 - GENERAL	\$124,427.71	\$1,421.76	\$125,849.47
03 - FIRE	\$0.00	\$7,768.20	\$7,768.20
04 - PARK & RECREATION	\$0.00	\$0.00	\$0.00
05 - ST ANTHONY'S IN THE HILLS	\$0.00	\$0.00	\$0.00
08 - SEWER	\$0.00	\$0.00	\$0.00
09 - AIRPORT	\$112,963.24	\$52,076.73	\$165,039.97
30 - CAPITAL	\$15,244.63	\$0.00	\$15,244.63
31 - OPEN SPACE	\$5,892.63	\$0.00	\$5,892.63
33 - AIRPORT CAPITAL FUND	\$74,589.12	\$0.00	\$74,589.12
34 - CAPITAL RESERVE FUND	\$0.00	\$0.00	\$0.00
35 - STATE LIQUID FUELS	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$333,117.33</b>	<b>\$61,266.69</b>	<b>\$394,384.02</b>

Report Criteria:

Invoice.Invoice Number = {<>} "3817449"  
[Report].Invoice Number = {<>} "3829982"

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>01</b>									
<b>9330 Kennett Area Senior Center</b>									
060124	1	Contribution FY 2023	Invoice	06/01/2024	06/30/2024	5,000.00		5,000.00	01-400-540
<b>9684 Trans Mgmt Assoc of Chester County</b>									
060124	1	Contribution FY 2024	Invoice	06/01/2024	06/30/2024	10,000.00		10,000.00	01-400-540
<b>9708 Mighty Writers</b>									
060124	1	Contribution FY24	Invoice	06/01/2024	06/30/2024	15,000.00		15,000.00	01-400-540
<b>9958 Kennett Area Community Services</b>									
060124	1	Contribution FY 2024	Invoice	06/01/2024	06/30/2024	15,000.00		15,000.00	01-400-540
<b>2001 Delaware Valley Health Trust</b>									
27113	1	Medical/Rx & Dental - Manager	Invoice	06/01/2024	06/30/2024	1,985.32		1,985.32	01-401-156
<b>8165 The Hartford</b>									
6694699757	1	LIFE; AD&D; STD; LTD - Admin	Invoice	06/01/2024	06/15/2024	97.02		97.02	01-401-158
<b>2001 Delaware Valley Health Trust</b>									
27113	2	Medical/Rx & Dental - Finance	Invoice	06/01/2024	06/30/2024	3,970.64		3,970.64	01-402-156
<b>8165 The Hartford</b>									
6694699757	2	LIFE; AD&D; STD; LTD - Finance	Invoice	06/01/2024	06/15/2024	239.02		239.02	01-402-158
<b>9703 H.A. Thompson Co.</b>									
371417	1	Bond #107598717	Invoice	06/01/2024	06/20/2024	300.00		300.00	01-402-353
<b>10108 Dioselinda Rivera</b>									
05190522	1	GFOA Hershey Mileage Reimbursemen	Invoice	06/03/2024	06/07/2024	80.40		80.40	01-402-460
<b>4495 Lamb McErlane, PC</b>									
247690	2	Acct #130174-0001 Popeye's	Invoice	06/05/2024	07/05/2024	717.50		717.50	01-404-312
247690	4	Acct #130174-0001 KCSD	Invoice	06/05/2024	07/05/2024	51.25		51.25	01-404-312
247690	6	Acct #130174-0001 Perrotti	Invoice	06/05/2024	07/05/2024	410.00		410.00	01-404-312
247690	7	Acct #130174-0001 Blittersdorf	Invoice	06/05/2024	07/05/2024	256.25		256.25	01-404-312
247690	8	Acct #130174-0001 Hampton	Invoice	06/05/2024	07/05/2024	1,032.92		1,032.92	01-404-312
247690	9	Acct #130174-0001 Modern Mushroom	Invoice	06/05/2024	07/05/2024	410.00		410.00	01-404-312
247690	5	Acct #130174-0001 CLS Services	Invoice	06/05/2024	07/05/2024	1,588.75		1,588.75	01-404-314
247690	10	Acct #130174-0001 General Administra	Invoice	06/05/2024	07/05/2024	4,100.00		4,100.00	01-404-314
<b>2001 Delaware Valley Health Trust</b>									
27113	3	Medical/Rx & Dental - General	Invoice	06/01/2024	06/30/2024	2,740.33		2,740.33	01-406-156
<b>8165 The Hartford</b>									
6694699757	3	LIFE; AD&D; STD; LTD - General	Invoice	06/01/2024	06/15/2024	124.09		124.09	01-406-158
<b>1330 Chesco Security Inc.</b>									
943771	1	Quarterly alarm monitoring fee + quarterly commercial fire alarm cellular	Invoice	06/01/2024	06/30/2024	134.85		134.85	01-406-450
<b>7010 PC Solutions, Inc.</b>									
CW119604	1	SOPHOS MSP Agreement New Garden	Invoice	05/28/2024	06/28/2024	368.45		368.45	01-406-450
<b>1680 COMCAST CABLE</b>									
202335817	1	Admin Business Voice Acct 905954294	Invoice	05/15/2024	06/15/2024	675.29		675.29	01-407-321
202359237	1	Landline for PW (May)	Invoice	05/15/2024	06/16/2024	54.95		54.95	01-407-321
<b>9281 Pennoni Associates, Inc</b>									
061124	1	NGTWP00160 Popeye's	Invoice	05/22/2024	06/22/2024	40.25		40.25	01-408-312
061124	2	NGTWP00163 Thompson Tract	Invoice	05/22/2024	06/22/2024	226.50		226.50	01-408-312
061124	3	NGTWP00164 S&P Conveyors, 115 Re	Invoice	05/22/2024	06/22/2024	77.75		77.75	01-408-312
061124	4	NGTWP00174 New Garden Elementar	Invoice	05/22/2024	06/22/2024	1,310.25		1,310.25	01-408-312
061124	5	NGTWP07017-Dooley, 1227 Newark R	Invoice	05/22/2024	06/22/2024	161.00		161.00	01-408-312
061124	8	NGTWP21018-Mercer Mill Rd SWM	Invoice	05/22/2024	06/22/2024	2,786.00		2,786.00	01-408-312
061124	6	NGTWP21010 Roads	Invoice	05/22/2024	06/22/2024	225.00		225.00	01-408-313
<b>10052 Enterprise Fleet Management</b>									
630510-0603	9	Maintenance 2024 Dodge Ram 1500	Invoice	06/03/2024	06/20/2024	51.62		51.62	01-409-250
630510-0603	10	Maintenance 2024 Nissan Sentra - 27C	Invoice	06/03/2024	06/20/2024	47.34		47.34	01-409-250

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
630510-0603	11	Maintenance 2024 Nissan Sentra - 27C	Invoice	06/03/2024	06/20/2024	47.34		47.34	01-409-250
630510-0603	13	Maintenance 2023 Ford F-350	Invoice	06/03/2024	06/20/2024	76.82		76.82	01-409-250
<b>6090 PECO ENERGY CO.</b>									
44114911222	3	1843918000 Township Building	Invoice	06/04/2024	06/20/2024	578.19		578.19	01-409-360
44114911222	7	3527657000 Sign Shop	Invoice	06/04/2024	06/20/2024	17.70		17.70	01-409-360
44114911222	14	8742762222 Public Works	Invoice	06/04/2024	06/20/2024	320.47		320.47	01-409-360
44114911222	1	1643497000 NGH Shop	Invoice	06/04/2024	06/20/2024	73.74		73.74	01-409-361
44114911222	2	1678601111 NG Park	Invoice	06/04/2024	06/20/2024	70.40		70.40	01-409-361
44114911222	4	1879281222 Ampitheater	Invoice	06/04/2024	06/20/2024	31.97		31.97	01-409-361
44114911222	5	1880815000 Barn	Invoice	06/04/2024	06/20/2024	273.62		273.62	01-409-361
44114911222	6	3075856000 NG Park	Invoice	06/04/2024	06/20/2024	50.94		50.94	01-409-361
44114911222	8	4515992000 NG Park Pavillion	Invoice	06/04/2024	06/20/2024	20.62		20.62	01-409-361
44114911222	9	4618038000 Quonset Hut	Invoice	06/04/2024	06/20/2024	35.78		35.78	01-409-361
44114911222	10	5620985000 Pool	Invoice	06/04/2024	06/20/2024	37.67		37.67	01-409-361
44114911222	11	5737084000 NGH Barn	Invoice	06/04/2024	06/20/2024	34.63		34.63	01-409-361
44114911222	13	7677741222 Lamborne House	Invoice	06/04/2024	06/20/2024	87.39		87.39	01-409-361
44114911222	15	9435935000 NG Park Restrooms	Invoice	06/04/2024	06/20/2024	60.70		60.70	01-409-361
44114911222	16	9519743000 Park Lights	Invoice	06/04/2024	06/20/2024	37.55		37.55	01-409-361
44114911222	12	5871166000 Street Lights	Invoice	06/04/2024	06/20/2024	753.94		753.94	01-409-362
<b>4236 Kencor, Inc.</b>									
78079	1	Kencor Quarterly maintenance per cont	Invoice	05/01/2024	05/31/2024	125.51		125.51	01-409-373
<b>5150 Mike Singleton's Superior</b>									
05302024	1	Vole & Pest Township Bldng	Invoice	05/30/2024	06/20/2024	180.00		180.00	01-409-450
<b>9312 Deerfield Mowing &amp; Property Mnt</b>									
2081	2	Mulch for NG Admin	Invoice	06/10/2024	06/15/2024	3,500.00		3,500.00	01-409-452
2081	3	Mulch for SCCRPD	Invoice	06/10/2024	06/15/2024	2,760.00		2,760.00	01-409-452
2116	1	Mowing-NG Admin,Police	Invoice	06/10/2024	06/15/2024	8,650.00		8,650.00	01-409-452
2116	4	Trimming-NG Admin Retention basin	Invoice	06/10/2024	06/15/2024	1,200.00		1,200.00	01-409-452
2116	5	NG Admin bank Mowing	Invoice	06/10/2024	06/15/2024	800.00		800.00	01-409-452
2116	6	Flowers NG Admin	Invoice	06/10/2024	06/15/2024	1,344.00		1,344.00	01-409-452
<b>2001 Delaware Valley Health Trust</b>									
27113	4	Medical/Rx & Dental - Codes	Invoice	06/01/2024	06/30/2024	3,204.00		3,204.00	01-413-156
<b>8165 The Hartford</b>									
6694699757	4	LIFE; AD&D; STD; LTD - Codes	Invoice	06/01/2024	06/15/2024	212.89		212.89	01-413-158
<b>1120 Building Inspection</b>									
0100-0150-0	1	Inv 010886: Building Inspections	Invoice	05/31/2024	06/30/2024	4,680.00		4,680.00	01-413-451
<b>9295 Unruh,Turner,Burke &amp; Frees,PC</b>									
061124	1	Inv 214037 141 Thompson Rd	Invoice	05/29/2024	06/29/2024	328.00		328.00	01-414-314
061124	2	Inv 214038 Baehr Acres	Invoice	05/29/2024	06/29/2024	479.82		479.82	01-414-314
061124	3	Inv 214039 Blitterdorf	Invoice	05/29/2024	06/29/2024	1,673.94		1,673.94	01-414-314
061124	4	Inv 214040 Gioffredi	Invoice	05/29/2024	06/29/2024	440.74		440.74	01-414-314
061124	5	Inv 214041 Hoffman	Invoice	05/29/2024	06/29/2024	41.00		41.00	01-414-314
061124	6	Inv 214042 Pagoda Holdings LP	Invoice	05/29/2024	06/29/2024	738.00		738.00	01-414-314
061124	7	Inv 214043 Smolinski	Invoice	05/29/2024	06/29/2024	123.00		123.00	01-414-314
<b>4830 Hagerty, Mark A.</b>									
051224	1	ZHB - Appearance Fee	Invoice	05/12/2024	06/20/2024	150.00		150.00	01-414-450
051224	2	ZHB - Gioffredi	Invoice	05/12/2024	06/20/2024	422.50		422.50	01-414-450
051224	3	ZHB - Baehr	Invoice	05/12/2024	06/20/2024	201.50		201.50	01-414-450
052424	1	ZHB - Perrotti	Invoice	05/24/2024	06/23/2024	312.50		312.50	01-414-450
<b>181 Republic Services #319</b>									
1013093	1	Refuse Twp Bldng	Invoice	05/20/2024	06/09/2024	26.09		26.09	01-426-450
1013093	2	Recycling Twp Bldng	Invoice	05/20/2024	06/09/2024	21.72		21.72	01-426-450
1013093	3	Refuse PW	Invoice	05/20/2024	06/09/2024	160.00		160.00	01-426-450
1013093	4	Recycling PW	Invoice	05/20/2024	06/09/2024	225.54		225.54	01-426-450
<b>2001 Delaware Valley Health Trust</b>									
27113	5	Medical/Rx & Dental - Public Works	Invoice	06/01/2024	06/30/2024	11,145.26		11,145.26	01-430-156

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>8165 The Hartford</b>									
6694699757	5	LIFE; AD&D; STD; LTD - Public Works	Invoice	06/01/2024	06/15/2024	160.03		160.03	01-430-158
<b>4474 L &amp; L Carquest</b>									
05182024	1	Oil for vehicles	Invoice	05/15/2024	06/16/2024	95.92		95.92	01-430-235
<b>5540 CINTAS CORPORATION #100</b>									
4193266367	1	Weekly uniforms (5/21)	Invoice	05/21/2024	06/16/2024	289.44		289.44	01-430-238
4193266367	2	Weekly uniforms (5/29)	Invoice	05/21/2024	06/16/2024	289.44		289.44	01-430-238
<b>4474 L &amp; L Carquest</b>									
05182024	3	Sleeve retainer, velcro strips, and wire ti	Invoice	05/15/2024	06/16/2024	29.22		29.22	01-430-250
316528	1	Air filter for 2010 F-550 and gear oil sea	Invoice	06/01/2024	06/16/2024	137.14		137.14	01-430-250
<b>10052 Enterprise Fleet Management</b>									
630510-0603	8	Maintenance 2023 Dodge Ram Promas	Invoice	06/03/2024	06/20/2024	49.70		49.70	01-430-250
<b>3130 Gravely Hockessin Inc.</b>									
73214	1	Gas tank for weed eater	Invoice	05/22/2024	06/16/2024	59.99		59.99	01-430-374
<b>4710 Lowe's</b>									
182117831	1	Shop towels and gas for small torch	Invoice	05/20/2024	06/16/2024	38.89		38.89	01-430-374
<b>8925 Wilhelm's Service Center</b>									
86361	1	Welding repair on JD mower	Invoice	05/28/2024	06/16/2024	230.00		230.00	01-430-374
<b>6650 PSATS CDL PROGRAM</b>									
154816	3	CDL Alcohol-Reed Kenneth	Invoice	05/21/2024	06/20/2024	55.00		55.00	01-430-450
<b>4474 L &amp; L Carquest</b>									
05182024	2	Gas for red light generators	Invoice	05/15/2024	06/16/2024	239.98		239.98	01-433-374
<b>9463 Highway Materials, Inc.</b>									
05082024	1	2.99 tons of hot mix for Ronway	Invoice	05/05/2024	06/16/2024	190.91		190.91	01-438-245
05082024	2	3.46 tons of hot mix for Thompson	Invoice	05/05/2024	06/16/2024	220.92		220.92	01-438-245
<b>2001 Delaware Valley Health Trust</b>									
27113	6	Medical/Rx & Dental - Parks	Invoice	06/01/2024	06/30/2024	609.33		609.33	01-454-156
<b>8165 The Hartford</b>									
6694699757	6	LIFE; AD&D; STD; LTD - Parks	Invoice	06/01/2024	06/15/2024	67.37		67.37	01-454-158
<b>4495 Lamb McErlane, PC</b>									
247690	3	Acct #130174-0001 NGH - Splash	Invoice	06/05/2024	07/05/2024	51.25		51.25	01-454-314
<b>9742 Lewis Environmental Inc.</b>									
62662	1	Lab testing and disposal of samples of l	Invoice	05/17/2024	06/16/2024	900.00		900.00	01-454-372
<b>9312 Deerfield Mowing &amp; Property Mnt</b>									
2081	1	Mulch for NGP	Invoice	06/10/2024	06/15/2024	4,999.96		4,999.96	01-454-720
2116	3	Trimming-NGP	Invoice	06/10/2024	06/15/2024	695.00		695.00	01-454-720
Total 01:						124,427.71	.00	124,427.71	
<b>09</b>									
<b>10103 Coppola, Louis</b>									
053024	1	Camp Refund	Invoice	05/30/2024	06/16/2024	400.00		400.00	09-368-081
<b>10104 Tumuluri, Phani</b>									
05302024	1	Camp Refund	Invoice	05/30/2024	06/16/2024	400.00		400.00	09-368-081
<b>2001 Delaware Valley Health Trust</b>									
27113	8	Medical/Rx & Dental - Airport Admin	Invoice	06/01/2024	06/30/2024	1,985.32		1,985.32	09-440-156
<b>8165 The Hartford</b>									
6694699757	7	LIFE; AD&D; STD; LTD - Airport Admin	Invoice	06/01/2024	06/15/2024	194.25		194.25	09-440-158
<b>365 Ascent Aviation Group, Inc.</b>									
1024748	1	Inv 1024748 - 100LL Fuel delivery on J	Invoice	05/31/2024	06/30/2024	40,328.97		40,328.97	09-440-233
<b>2700 Ferguson &amp; McCann Inc.</b>									
56411	1	Inv 56411 - 2024 Compliane testing, ful	Invoice	05/31/2024	06/30/2024	2,400.00		2,400.00	09-440-233
56682	1	Inv 56682 - labor and materials to T/S a	Invoice	05/31/2024	06/30/2024	2,739.00		2,739.00	09-440-233
<b>10052 Enterprise Fleet Management</b>									
630510-0603	14	Maintenance 2024 Nissan Sentra - 27C	Invoice	06/03/2024	06/20/2024	47.34		47.34	09-440-250
630510-0603	6	Lease Payment 2024 Nissan Sentra - 2	Invoice	06/03/2024	06/20/2024	422.47		422.47	09-440-338

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>1510 Chester Water Authority</b>									
4498208	1	Bill # 4498208 Base water charge/cons	Invoice	05/15/2024	06/15/2024	803.97		803.97	09-440-360
<b>1810 Cook's Service Company, Inc</b>									
113753	1	Inv 113753 contracted to repair 240 volt	Invoice	05/31/2024	06/30/2024	165.00		165.00	09-440-370
113987	1	Inv 113987 contracted labor and materi	Invoice	05/31/2024	06/30/2024	388.00		388.00	09-440-370
<b>6990 RICHARD M. CROSSAN INC.</b>									
159756	1	Inv 159756 supplies and labor to remov	Invoice	05/31/2024	06/30/2024	191.21		191.21	09-440-370
<b>181 Republic Services #319</b>									
0319-0010-3	1	Inv 0319-001013365 trash service pick	Invoice	04/20/2024	05/20/2024	645.39		645.39	09-440-450
<b>2409 EcoClean By Design</b>									
1564	1	Inv 1564 - Weekly Airport cleaning, May	Invoice	05/31/2024	06/30/2024	420.00		420.00	09-440-450
<b>5150 Mike Singleton's Superior</b>									
05302024	2	Airport Service-May	Invoice	05/30/2024	06/20/2024	190.00		190.00	09-440-450
<b>6650 PSATS CDL PROGRAM</b>									
154816	1	CDL Drug Non-DOT-Gibson John	Invoice	05/21/2024	06/20/2024	80.00		80.00	09-440-450
154816	2	CDL Drug Non-DOT-McDonald Timothy	Invoice	05/21/2024	06/20/2024	80.00		80.00	09-440-450
154816	4	CDL Drug Non-DOT-Reed Kenneth	Invoice	05/21/2024	06/20/2024	80.00		80.00	09-440-450
154816	5	CDL Drug Non-DOT - Sampson Robert	Invoice	05/21/2024	06/20/2024	80.00		80.00	09-440-450
154816	6	CDL Drug Non-DOT-LittleJohn Matthew	Invoice	05/21/2024	06/20/2024	80.00		80.00	09-440-450
<b>9050 Wm. P. McGovern, Inc.</b>									
166232	1	Inv 166232 - Porta unit (3) weekly servi	Invoice	05/31/2024	06/30/2024	285.00		285.00	09-440-450
<b>2025 David Schultz Airshows, LLC</b>									
062524	1	Balance owed for Airshow 6/25/24	Invoice	06/25/2024	06/25/2024	2,750.00		2,750.00	09-440-455
<b>2721 Flood, Jason</b>									
062524	1	Performance at Airshow 6/25/24	Invoice	06/25/2024	06/25/2024	1,500.00		1,500.00	09-440-455
<b>4375 Kevin Russo Airshows</b>									
062524	1	Airshow performance on 6/25/24	Invoice	06/25/2024	06/25/2024	3,000.00		3,000.00	09-440-455
<b>4635 Leuter &amp; Son Sound, LLC</b>									
062524	1	for Soiund reinforcement supply at Airs	Invoice	06/25/2024	06/25/2024	800.00		800.00	09-440-455
<b>9526 Dougherty, Paul</b>									
062524	1	Balance for Airshow performance on 6/	Invoice	06/25/2024	06/25/2024	2,160.00		2,160.00	09-440-455
<b>9528 D &amp; M Fireworks</b>									
062524	1	Balance owed for Firework Dispay at Ai	Invoice	06/25/2024	06/25/2024	2,500.00		2,500.00	09-440-455
<b>10013 Erik Edgren</b>									
062524	1	Balance owed - Airshow Performance s	Invoice	06/25/2024	06/25/2024	7,175.00		7,175.00	09-440-455
<b>10016 GhostWriter Airshows/Nathan K. Hammond</b>									
062524	1	Balance owed for Airhsow Performance	Invoice	06/25/2024	06/25/2024	10,500.00		10,500.00	09-440-455
<b>9905 First Insurance Funding</b>									
060123	1	ACH Debit 6/23 - Flight School aircraft i	Invoice	06/01/2023	06/30/2023	2,964.34		2,964.34	09-441-356
<b>2325 Dunn, Courtland</b>									
070124	1	Flight School Transfer Installment - July	Invoice	06/30/2024	07/01/2024	2,700.00		2,700.00	09-441-450
<b>10011 L &amp; C Aviation, LLC</b>									
N150LJ-0524	1	N150LJ Leaseback Revenue for May 2	Invoice	05/31/2024	06/30/2024	3,997.14		3,997.14	09-441-450
<b>10110 Alan Fox</b>									
N20420-0524	1	N20420 leaseback payment for May 20	Invoice	05/31/2024	06/30/2024	2,747.83		2,747.83	09-441-450
<b>2001 Delaware Valley Health Trust</b>									
27113	7	Medical/Rx & Dental - Airport Maint	Invoice	06/01/2024	06/30/2024	7,320.30		7,320.30	09-447-156
<b>8165 The Hartford</b>									
6694699757	8	LIFE; AD&D; STD; LTD - Airport Maint	Invoice	06/01/2024	06/15/2024	240.11		240.11	09-447-158
<b>95 Aero Performance</b>									
5599863	1	Inv 5599863 (N2311M J.George) A700-	Invoice	05/31/2024	06/30/2024	330.32		330.32	09-447-251
7667075	1	Inv 7667075 -(Mark Edwards) MWB001	Invoice	05/31/2024	06/30/2024	107.91		107.91	09-447-251
7668078	1	Inv 7668078 - (N1807T) parts for upgra	Invoice	05/31/2024	06/30/2024	2,600.89		2,600.89	09-447-251
7668300	1	Inv 7668300 - (N1807T) GMU 11 wingti	Invoice	05/31/2024	06/30/2024	1,416.96		1,416.96	09-447-251
7670963	1	Inv 7670963 - (N211MM) cable "b" nut c	Invoice	05/31/2024	06/30/2024	73.87		73.87	09-447-251
<b>10115 Allen Silberman</b>									
061024	1	reimbursement for check 2024 applied t	Invoice	06/10/2024	06/20/2024	1,510.00		1,510.00	09-447-251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>9851 Flightline Drug Testing</b>									
24005250	1	Inv 24005250 - FAA Repair Station adm	Invoice	05/31/2024	06/30/2024	41.65		41.65	09-447-252
<b>4728 Macario, T. Michael</b>									
N9F	1	Inv N9F 5/5/24 contracted labor on N9F	Invoice	05/05/2024	06/05/2024	1,620.00		1,620.00	09-447-450
<b>9616 Coburn, Christopher M.</b>									
1130	1	Inv 1130 - contracted labor on PA-12 int	Invoice	06/01/2024	06/30/2024	390.00		390.00	09-447-450
1131	1	Inv 1131 - contracted labor on PA-12 int	Invoice	06/01/2024	06/30/2024	195.00		195.00	09-447-450
<b>9824 Roberts, Bruce</b>									
24-10	1	Inv 24-10 contracted labor in Maint. sho	Invoice	04/26/2024	05/26/2024	1,916.00		1,916.00	09-447-450
Total 09:						112,963.24	.00	112,963.24	
<b>30</b>									
<b>1810 Cook's Service Company, Inc</b>									
114974	1	chandler fixtures stored (10) for lobby a	Invoice	05/01/2024	06/01/2024	4,000.00		4,000.00	30-406-701
<b>10052 Enterprise Fleet Management</b>									
630510-0603	1	Lease Payment 2023 Dodge Ram Pro	Invoice	06/03/2024	06/20/2024	1,035.83		1,035.83	30-409-700
630510-0603	2	Lease Payment 2024 Dodge Ram 1500	Invoice	06/03/2024	06/20/2024	937.55		937.55	30-409-700
630510-0603	3	Lease Payment 2024 Nissan Rogue	Invoice	06/03/2024	06/20/2024	610.92		610.92	30-409-700
630510-0603	4	Lease Payment 2024 Nissan Sentra - 2	Invoice	06/03/2024	06/20/2024	418.24		418.24	30-409-700
630510-0603	5	Lease Payment 2024 Nissan Sentra - 2	Invoice	06/03/2024	06/20/2024	418.24		418.24	30-409-700
630510-0603	7	License Fees - 2024 Nissan Rogue	Invoice	06/03/2024	06/20/2024	143.47		143.47	30-409-700
630510-0603	12	Maintenance 2024 Nissan Rogue	Invoice	06/03/2024	06/20/2024	52.03		52.03	30-409-700
<b>9281 Pennoni Associates, Inc</b>									
061124	7	NGTWP21014 Township Building Roof	Invoice	05/22/2024	06/22/2024	948.50		948.50	30-409-702
<b>4975 Bowman Consulting Group, Ltd</b>									
428533	1	Project 310647-01-001 Main St & Newa	Invoice	06/01/2024	06/20/2024	6,679.85		6,679.85	30-430-661
Total 30:						15,244.63	.00	15,244.63	
<b>31</b>									
<b>4495 Lamb McErlane, PC</b>									
247690	1	Acct #130174-0001 Open Space	Invoice	06/05/2024	07/05/2024	871.25		871.25	31-461-314
247691	1	Acct #130174-0011 Open Space	Invoice	06/05/2024	07/05/2024	307.50		307.50	31-461-314
<b>9195 CHESTER COUNTY TREASURER</b>									
M6023A0000	1	Loch Nairn #6001_00010400 1.1 acre l	Invoice	02/01/2023	03/01/2023	50.23		50.23	31-461-431
M6023A0000	2	Loch Nairn #6001_00010400 1.1 acre l	Adjustmen	02/01/2023	03/01/2023	50.23-		50.23-	31-461-431
M6023A0000		Chk No: 1452 (1)	Calculated	05/31/2023				50.23-	31-200200
<b>5400 NATURAL LANDS TRUST, INC.</b>									
1836	1	Invoice period October 2023 - Decemb	Invoice	12/31/2023	01/31/2024	1,920.00		1,920.00	31-461-450
<b>2001 Delaware Valley Health Trust</b>									
27113	9	Medical/Rx & Dental	Invoice	06/01/2024	06/30/2024	609.33		609.33	31-461-451
<b>6090 PECO ENERGY CO.</b>									
052324	1	7644501111 McCue Road	Invoice	05/23/2024	06/10/2024	42.18		42.18	31-461-451
<b>8165 The Hartford</b>									
6694699757	9	LIFE; AD&D; STD; LTD	Invoice	06/01/2024	06/15/2024	67.37		67.37	31-461-451
<b>9312 Deerfield Mowing &amp; Propery Mnt</b>									
2116	2	Mowing - Smedley Preserve	Invoice	06/10/2024	06/15/2024	1,275.00		1,275.00	31-461-451
2116	7	NGH - mowing 4/19,5/3,5/15	Invoice	06/10/2024	06/15/2024	800.00		800.00	31-461-451
Total 31:						5,892.63	.00	5,842.40	
<b>33</b>									
<b>4610 Lenni Electric Corp.</b>									
240533	1	Pay App# 7 Job # 22331 period to 5/30/	Invoice	05/24/2024	06/01/2024	12,794.95		12,794.95	33-440-706
240533	2	Pay App #5 Electrical Work period to 3/	Invoice	05/24/2024	06/01/2024	3,295.62		3,295.62	33-440-706

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>6990 RICHARD M. CROSSAN INC.</b>									
159707	1	Inv 159707 Installed old & new systesm	Invoice	05/31/2024	06/30/2024	58,498.55		58,498.55	33-440-706
Total 33:						74,589.12	.00	74,589.12	
Total :						333,117.33	.00	333,067.10	
Grand Totals:						333,117.33	.00	333,067.10	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
01-400-540	45,000.00	.00	45,000.00
01-401-156	1,985.32	.00	1,985.32
01-401-158	97.02	.00	97.02
01-402-156	3,970.64	.00	3,970.64
01-402-158	239.02	.00	239.02
01-402-353	300.00	.00	300.00
01-402-460	80.40	.00	80.40
01-404-312	2,877.92	.00	2,877.92
01-404-314	5,688.75	.00	5,688.75
01-406-156	2,740.33	.00	2,740.33
01-406-158	124.09	.00	124.09
01-406-450	503.30	.00	503.30
01-407-321	730.24	.00	730.24
01-408-312	4,601.75	.00	4,601.75
01-408-313	225.00	.00	225.00
01-409-250	223.12	.00	223.12
01-409-360	916.36	.00	916.36
01-409-361	815.01	.00	815.01
01-409-362	753.94	.00	753.94
01-409-373	125.51	.00	125.51
01-409-450	180.00	.00	180.00
01-409-452	18,254.00	.00	18,254.00
01-413-156	3,204.00	.00	3,204.00
01-413-158	212.89	.00	212.89
01-413-451	4,680.00	.00	4,680.00
01-414-314	3,824.50	.00	3,824.50
01-414-450	1,086.50	.00	1,086.50
01-426-450	433.35	.00	433.35
01-430-156	11,145.26	.00	11,145.26
01-430-158	160.03	.00	160.03
01-430-235	95.92	.00	95.92
01-430-238	578.88	.00	578.88
01-430-250	216.06	.00	216.06
01-430-374	328.88	.00	328.88
01-430-450	55.00	.00	55.00
01-433-374	239.98	.00	239.98
01-438-245	411.83	.00	411.83
01-454-156	609.33	.00	609.33
01-454-158	67.37	.00	67.37
01-454-314	51.25	.00	51.25
01-454-372	900.00	.00	900.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
01-454-720	5,694.96	.00	5,694.96
09-368-081	800.00	.00	800.00
09-440-156	1,985.32	.00	1,985.32
09-440-158	194.25	.00	194.25
09-440-233	45,467.97	.00	45,467.97
09-440-250	47.34	.00	47.34
09-440-338	422.47	.00	422.47
09-440-360	803.97	.00	803.97
09-440-370	744.21	.00	744.21
09-440-450	1,940.39	.00	1,940.39
09-440-455	30,385.00	.00	30,385.00
09-441-356	2,964.34	.00	2,964.34
09-441-450	9,444.97	.00	9,444.97
09-447-156	7,320.30	.00	7,320.30
09-447-158	240.11	.00	240.11
09-447-251	6,039.95	.00	6,039.95
09-447-252	41.65	.00	41.65
09-447-450	4,121.00	.00	4,121.00
30-406-701	4,000.00	.00	4,000.00
30-409-700	3,616.28	.00	3,616.28
30-409-702	948.50	.00	948.50
30-430-661	6,679.85	.00	6,679.85
31-200200	.00	50.23-	50.23-
31-461-314	1,178.75	.00	1,178.75
31-461-431	50.23	50.23-	.00
31-461-450	1,920.00	.00	1,920.00
31-461-451	2,793.88	.00	2,793.88
33-440-706	74,589.12	.00	74,589.12
Grand Totals:	<u>333,167.56</u>	<u>100.46-</u>	<u>333,067.10</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
02/23	50.23	.00	50.23
05/23	.00	50.23-	50.23-
06/23	2,964.34	.00	2,964.34
12/23	1,920.00	50.23-	1,869.77
04/24	2,561.39	.00	2,561.39
05/24	160,522.53	.00	160,522.53
06/24	165,149.07	.00	165,149.07
Grand Totals:	<u>333,167.56</u>	<u>100.46-</u>	<u>333,067.10</u>

Summary by General Ledger Posting Period

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GL Posting Period	Debit	Credit	Net
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Report Criteria:

Invoice.Invoice Number = {<->} "3817449"

[Report].Invoice Number = {<->} "3829982"

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Report Criteria:  
 Summary report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
<b>01402460</b>									
9670	Molnar, Kristina	05302024	Mileage for GFOA PA (Hers	05/30/2024	176.05	.00	176.05	31246	06/06/2024
Total 01402460:					176.05	.00	176.05		
<b>01406141</b>									
9714	Molnar, Raleigh	06062024	Office assistant/filing - 4 ho	06/06/2024	64.00	.00	64.00	31247	06/06/2024
Total 01406141:					64.00	.00	64.00		
<b>01406229</b>									
2001	Delaware Valley Health Tru	051424	Biometric Screening Event	05/14/2024	48.00	.00	48.00	31242	05/21/2024
Total 01406229:					48.00	.00	48.00		
<b>01407325</b>									
1683	Comcast Business Voice	051024	Acct 8499101360172206 P	05/10/2024	488.71	.00	488.71	31241	05/21/2024
Total 01407325:					488.71	.00	488.71		
<b>01454451</b>									
9725	Bruce Farina	120	2uesday Nite Band 5/28 pe	05/23/2024	420.00	.00	420.00	31243	05/23/2024
9755	Audio Firm LLC	AF2412	June 4 FFN Audio	05/30/2024	100.00	.00	100.00	31244	05/31/2024
10102	Go-N-Play, LLC	5132024	Yard games for June 4 FF	05/30/2024	125.00	.00	125.00	31245	05/31/2024
Total 01454451:					645.00	.00	645.00		
<b>03448383</b>									
1510	Chester Water Authority	4500615	Acct #02821078400 - Publi	05/03/2024	7,768.20	.00	7,768.20	1606	05/21/2024
Total 03448383:					7,768.20	.00	7,768.20		
<b>09440360</b>									
6090	PECO ENERGY CO.	041724	Acct 342492333 bill date 4/	04/17/2024	64.23	.00	64.23	5523	05/21/2024
Total 09440360:					64.23	.00	64.23		
<b>09447253</b>									
9826	Garmin International, Inc	184796944	Ord 184796944 - GNC215	06/04/2024	25,565.25	.00	25,565.25	28681160	06/10/2024
		184923718	Ord 184923718 - GFC500	05/22/2024	13,047.75	.00	13,047.75	28431666	05/28/2024
		1864617171	Ord 184617171 - (N7987W	05/16/2024	13,399.50	.00	13,399.50	28431706	05/28/2024
Total 09447253:					52,012.50	.00	52,012.50		
Grand Totals:					61,266.69	.00	61,266.69		



# New Garden Township

299 Starr Road • Landenberg, PA 19350

## Memorandum

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Date: June 4, 2024

To: Chris Himes, Township Manager

From: Robert Weer, Township Zoning Officer

**Re: Zoning Hearing Board Application – 141 & 160 Thompson Rd**

The following is a summary of a Zoning Hearing Board application for the above referenced property.

ZONING HEARING BOARD – **Hearing Date is July 9, 2024.** 141 & 160 Thompson Rd/UPI #60-2-78 & 60-282/141 Thompson Road LLC.

The property is a 75.056-acre parcel located in the R-1 Low Residential Zoning District. Application is part of the Final Subdivision Plan of Thompson Property that was granted final approval by the Board of Supervisors on February 22, 2022. A Lighting Plan was approved within the Final Subdivision Plan. The applicant is seeking relief from the Lighting Ordinance Section 200-106.B (1) and Section 200-106 A (5). The request is to reduce the total lighting requirements from sixty-eight (68) lighting fixtures to six (6) and concentrate on street intersections. Additionally, applicant believes the relief is consistent with other recent Subdivision Lighting reductions in similar neighborhoods.

Planning Commission reviewed the application, providing a motion and the applicant agreed with the following conditions:

1. Proposed street intersections with Thompson Rd. be provided lighting
2. The intersection of Thompson Rd. and Hillendale Rd is provided with lighting.

### **Motion was carried 7-0**

On June 4, 2024, an updated plan was received to identify seven (7) lighting fixtures to cover all internal proposed intersections and those proposed intersections with Thompson Rd. The Planning Commission's recommendation of an additional light fixture at the intersection of Hillendale Rd. and Thompson Rd is included as well.

Staff recommendation:

Staff recommends that the Board of Supervisors take no action.

Respectfully,

A handwritten signature in cursive script, appearing to read "Robert F. Weer Jr.", written in black ink.

Robert F. Weer Jr.



June 11, 2024

NGTWP 00163

**Attn:** Robert Weer  
Director of Community Development & Safety  
New Garden Township  
299 Starr Road  
Landenberg, PA 19350

**RE: Thompson Tract, 141 & 160 Thompson Road  
ZHB Application - Lighting**

**Dear Robert:**

As requested, we have reviewed the following information regarding the referenced submission:

- *Zoning Hearing Board Application*, dated May 15, 2024, prepared by Riley Riper Holling & Colagreco; and
- *"Landscape Plan for the Thompson Property"* (Sheets 5A to 5C), dated September 2, 2020, last revised May 28, 2021 prepared by Hillcrest Associates, Inc.

The applicant, 141 Thompson Road, LLC of Malvern, on behalf of the owner, SBCM, Inc. of West Chester, is requesting a variance from §200-106.B(1) regarding the requirement for pedestrian walkway lighting. The proposed plan indicates the installation of six (6) lighting fixtures.

This request is consistent with the recently approved Copperleaf Ridge zoning relief, as well as an appropriate lighting plan for this proposed rural/suburban context. **We have no objections to this variance request.**

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

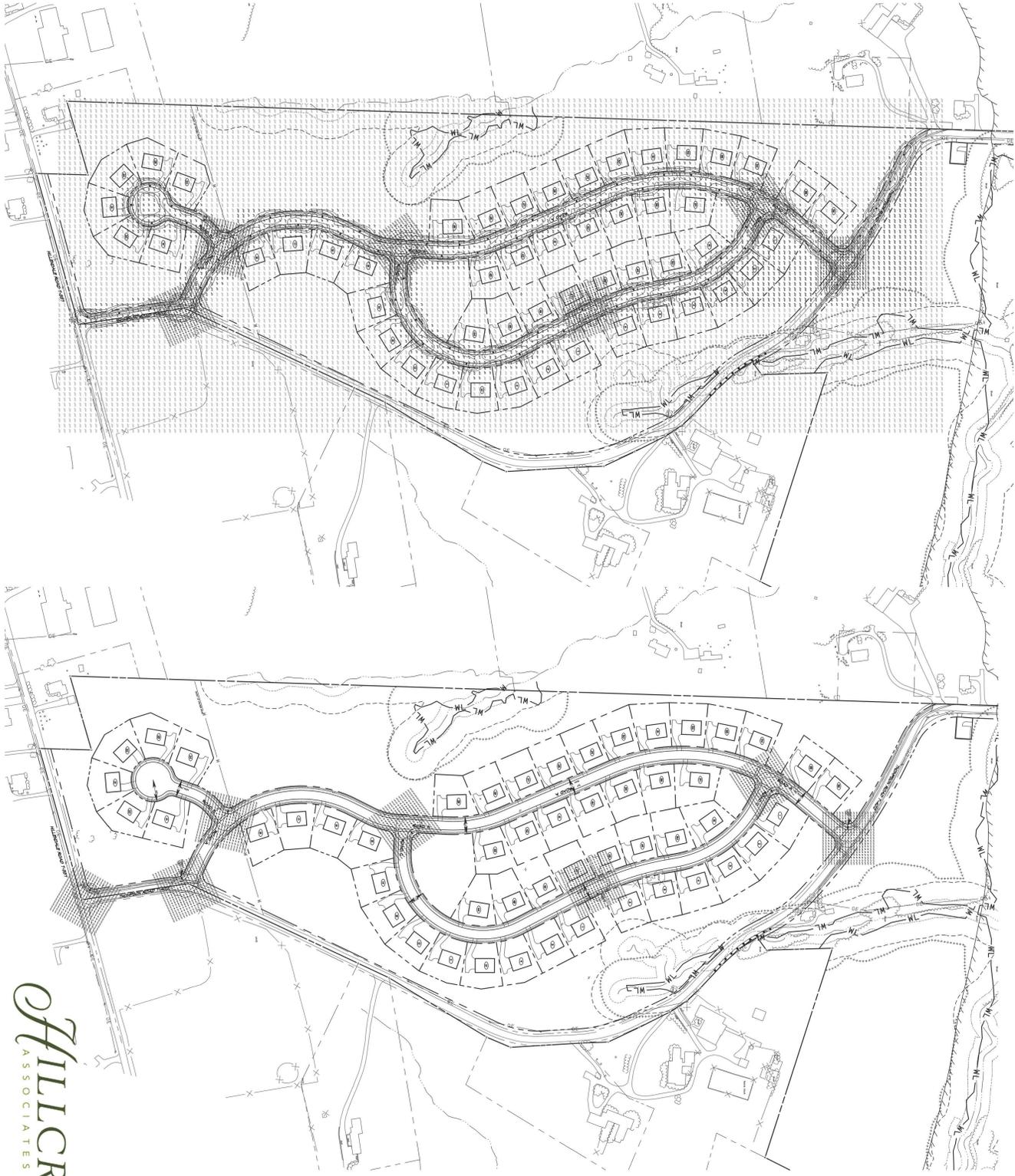
Sincerely,

**PENNONI ASSOCIATES INC.**

A handwritten signature in blue ink, appearing to read "N. Cline", is positioned above the typed name of the sender.

Nathan M. Cline, PE  
Township Engineer

cc: Tom Schreier, RLA  
Chris Himes, Township Manager  
Ryan Jennings, Esq.  
Alyzon Zarro, Esq.  
Sam Tarantini  
Ray Gamble





# New Garden Township

299 Starr Road • Landenberg, PA 19350

## Memorandum

---

Date: June 10, 2024

To: Chris Himes, Township Manager

From: Robert Weer, Township Zoning Officer

**Re: Zoning Hearing Board Application – 502 Kelleher Dr.**

The following is a summary of a Zoning Hearing Board application for the above referenced property.

ZONING HEARING BOARD – **Hearing Date is July 9, 2024.** 502 Kelleher Dr./UPI #60-5-29.18/Ed & Margaret Toland, Edward Toland III, and Bethany Dudash.

The property is approximately one (1) acre within the R-1 Low Density Residential Zoning District. The applicants are co-owners, husband and wife, son and daughter in-law that are under contract to purchase the property. The property was improved by the seller to include a pool, patio, and an “in-law suite”. Their intention was to have the parents reside in the “in-law suite” and the son and daughter in-law reside in the remainder of the dwelling. Due to interest in the housing market the applicants went into a contract without fully understanding that the disclosure provided information regarding that the improvements were completed without any permits from the township. Applicants called the township’s zoning officer to understand what they can do to ensure the property use of an “in-law suite” would be compliant with township regulations.

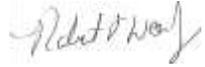
Therefore, they have filed a Zoning Hearing Board application seeking relief from Article IV Section 200-18 A. The term “in-law suite” is not defined in the township’s zoning ordinance. However, Accessory Apartment is defined as “one additional dwelling unit, physically subordinate to the primary unit. The applicants are suggesting that it would be a hardship to have the parents reside at a different property for their care. Applicants are willing to accept a condition of variance approval that would prohibit renting the “in-law Suite” to unrelated, non-family, individuals, for financial gain.

The Planning Commission is scheduled to review the application at their regular scheduled June 26, 2024, meeting. The Zoning Hearing Board is scheduled to hear the application on July 9, 2024.

Staff recommendation:

Staff recommends that the Board of Supervisors take no action.

Respectfully,

A handwritten signature in cursive script, appearing to read "Robert F. Weer Jr.", written in dark ink.

Robert F. Weer Jr.

**NEW GARDEN TOWNSHIP - STAFF REPORT/RECOMMENDATION**

**REQUESTING DEPARTMENT:** Kennett Library

**MEETING DATE:** June 17<sup>th</sup>, 2024

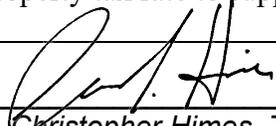
**SUBJECT/TOPIC:** Kennett Library Tax Voter Referendum

**BACKGROUND:** In 2014, the Township by resolution authorized a library tax referendum asking residents if they support establishing an annual dedicated library tax for the Bayard Taylor Memorial Library, where the referendum was unsuccessful by a slim margin. In 2017, another referendum was authorized by resolution by the Township with a similar question intended for a dedicated library tax for the Kennett Library, this time with the referendum being successful by a large margin.

The funding authorized by referendum not dedicated toward the construction of the new Kennett Library was 0.100 mills based on assessed property values, which equated to ~\$82K per year as a total Township appropriation to the library. Additionally, the Township authorized \$500K from FY21-25 in terms of capital funding support for the construction of the Kennett Library. As part of the planned fair share contribution for participating local municipalities, the Library is requesting a 0.100 millage increase, bringing the Township’s total Library Tax to 0.200 mills.

<b>FINANCIAL IMPACT:</b> <b>Total:</b> N/A	Budgeted:	YES <input type="checkbox"/> NO <input type="checkbox"/>
	Amount Budgeted:	\$0.00
	Amount Spent:	\$0.00
	Amount Requested:	\$0.00
	Budget Line Item:	

**STAFF RECOMMENDATION:** That the Board of Supervisors approve Resolution 24-009 that authorizes a voter referendum on increasing the property tax rate to support the Kennett Library.

<b>TOWNSHIP MANAGER APPROVAL:</b> Required: <input type="checkbox"/> Not Required: <input checked="" type="checkbox"/>	 _____ Christopher Himes, Township Manager
<b>TOWNSHIP SOLICITOR APPROVAL:</b> Required: <input type="checkbox"/> Not Required: <input checked="" type="checkbox"/>	_____ Winifred Sebastian, Township Solicitor

**ATTACHMENTS:**

- 1) Resolution 2024-009 – Annual Library Tax
- 2) Kennett Library Tax Referendum Brief

**NEW GARDEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2024-009**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW GARDEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AUTHORIZING THE SUBMITTAL TO THE QUALIFIED VOTERS OF NEW GARDEN TOWNSHIP THE QUESTION OF AN INCREASE IN THE ANNUAL SPECIAL LIBRARY TAX ON ALL TAXABLE PROPERTY OF NEW GARDEN TOWNSHIP TO MAINTAIN AND AID THE KENNETT LIBRARY.**

**WHEREAS**, on January 17, 2017 the Board of Supervisors of New Garden Township by Resolution No. 766 authorized the submittal to the qualified voters of New Garden Township the following question: Do you favor increasing New Garden Township's Real Estate Property Tax by 0.100 mills, the revenue from such increase to be used exclusively to fund the operation of the Kennett Library? The current Real Estate Property Tax is 1.62 mills; and

**WHEREAS**, as a result of the referendum by the voters of New Garden Township in calendar year 2017, the Real Estate Property Tax of New Garden Township was increased by 0.100 mills to fund the operation of the Kennett Library; and

**WHEREAS**, the Kennett Library has requested of New Garden Township that the Board of Supervisors take the steps necessary to place on the ballot for the qualified voters of New Garden Township the question providing for an additional increase of 0.100 mills.

**NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED** by the Board of Supervisors of New Garden Township, Chester County, Pennsylvania to hold a referendum vote by the qualified voters of New Garden Township pursuant to Section 24 Pa.C.S. § 9315(a) whereby qualified voters of New Garden Township shall determine at a special election whether to increase an annual special library tax on all taxable property of the municipality for the maintenance of and aid to the Kennett Library, and in furtherance thereof, to submit to qualified voters the question of the increased library tax as follows:

Do you favor increasing New Garden Township's existing Real Estate Property Tax dedicated to Kennett Library by 0.100 mills, for a total of 0.200 mills, with the revenue from such increase to be used exclusively to fund the operation of the Kennett Library? The current real estate property tax is 2.77 mills.

**BE IT FURTHER RESOLVED** that the Township Manager, Township Secretary and Township Solicitor are duly authorized and directed to submit this Resolution to the Chester County Department of Voter Services on or before the deadline for doing so to enable the referendum to be placed on ballot for November 2024.

This Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the Board of Supervisors.

**ATTEST:**

\_\_\_\_\_

**SUPERVISORS:**

\_\_\_\_\_  
David Unger, Chairman

\_\_\_\_\_  
Ted Gallivan, Vice Chairman

\_\_\_\_\_  
Stephen Allaband, Member

\_\_\_\_\_  
Kristie Brodowski, Member

\_\_\_\_\_  
Troy Wildrick, Member

# Kennett Library Tax Referendum

June 17, 2024



# Kennett Library Overview







**Kennett Library**

Begin your journey here

experiences  
 economic growth  
 pioneers  
 space for collaboration  
 childhood literacy  
 community gaps  
 workforce readiness  
 education  
 innovation  
 civic engagement  
 live work play  
 shared space  
 adult literacy  
 civic involvement  
 access to information  
 community enrichment  
 partnerships



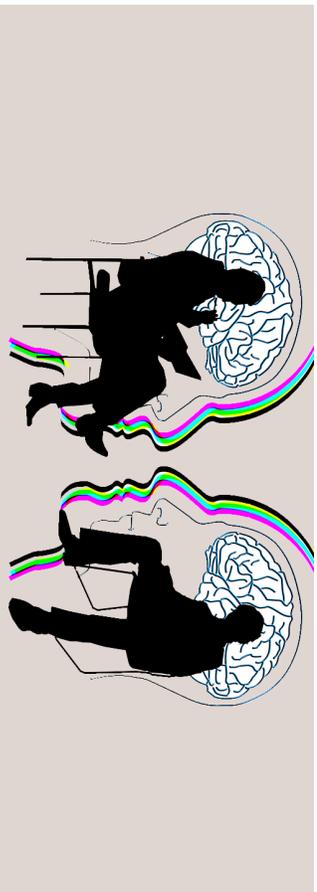
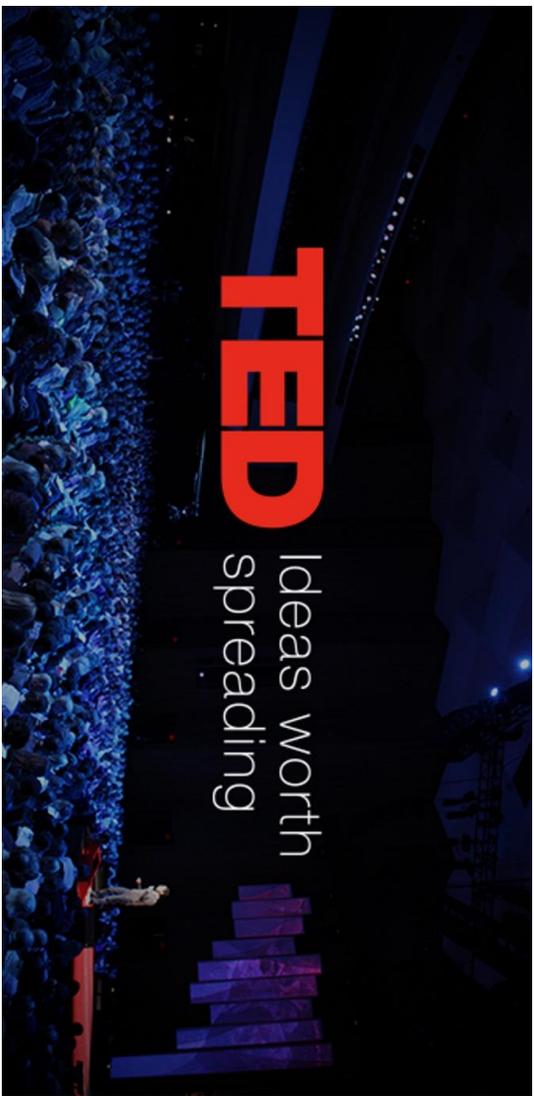
- 85% of all youth incarcerated are functionally illiterate
- More than 70% of all inmates across America cannot read above a 4<sup>th</sup> grade level



## BASIC LITERACY





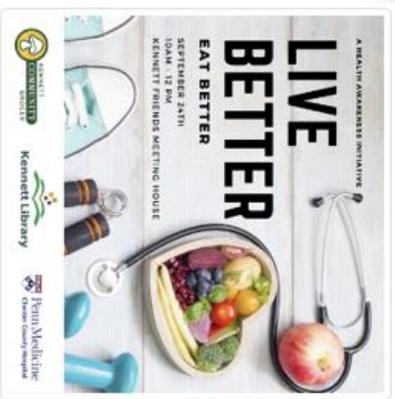


**VOTE**  
**RUN**  
**LEAD**





- Only 12% of U.S. adults have the health literacy skills to manage the demands of our complex health care system
- With a mid-size community hospital that serves 5,000 patients per year, they see losses of \$1.8 million dollars in health literacy costs.





- 78% of the fastest growing occupations require more than a high school diploma
- Minimum wage is \$7.25. A living wage in Pennsylvania is \$17.87. To reach this requires further education and training.

**Seminars on Retirement**

**Tuesday, Sept. 28th, 7 PM**  
Making Your Money Last Seminar

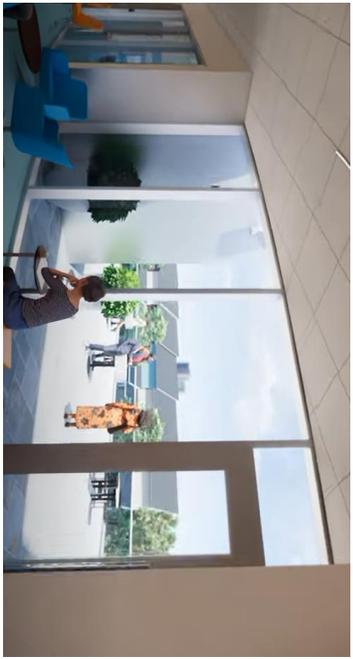
**Tuesday, Oct. 24th, 7 PM**  
Edward Jones' 10 Rules of the Road to Investing

**Thursday, Nov 18th 7 PM**  
The Four Pillars of the New Retirement

With Joe Oliver, Financial Advisor of Edward Jones

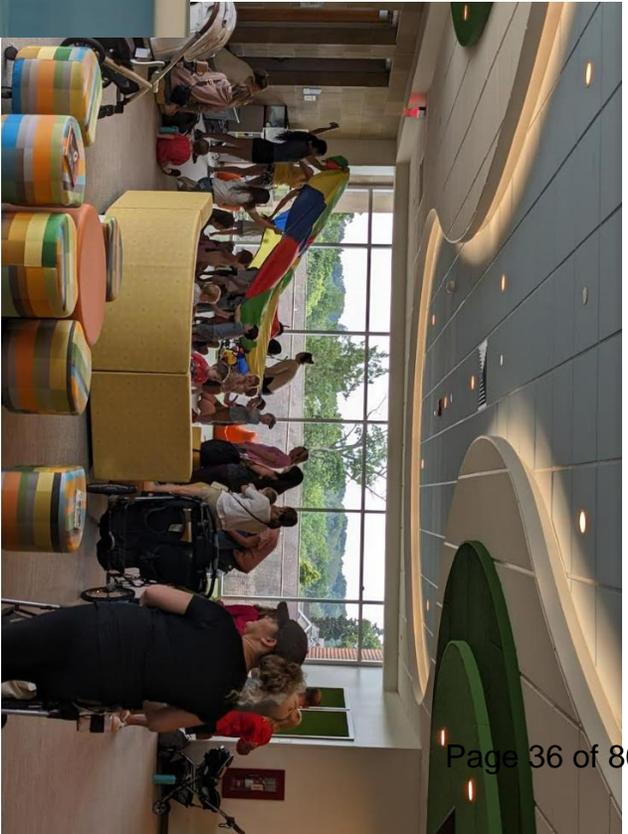
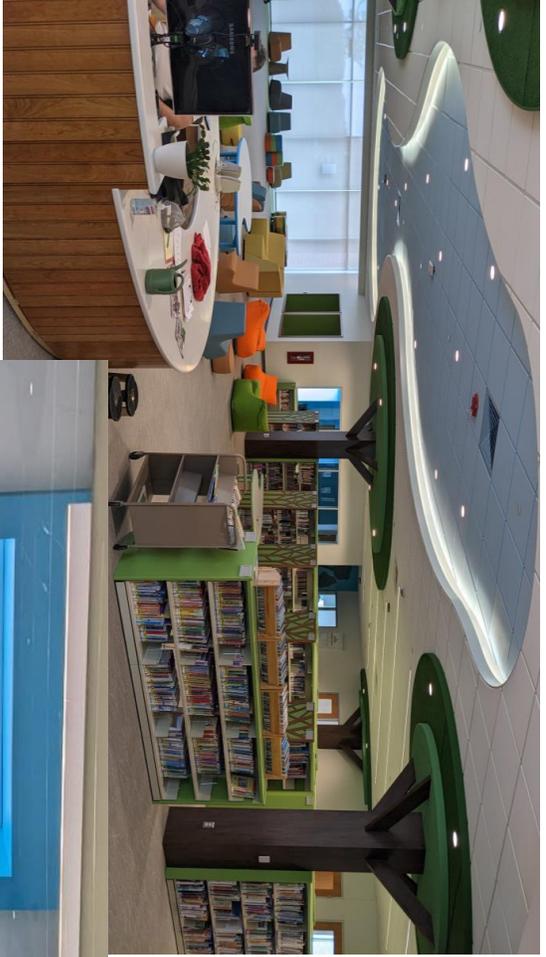
Location: Dogwood Room & Zoom



# The 2023 Kennett Library and Resource Center

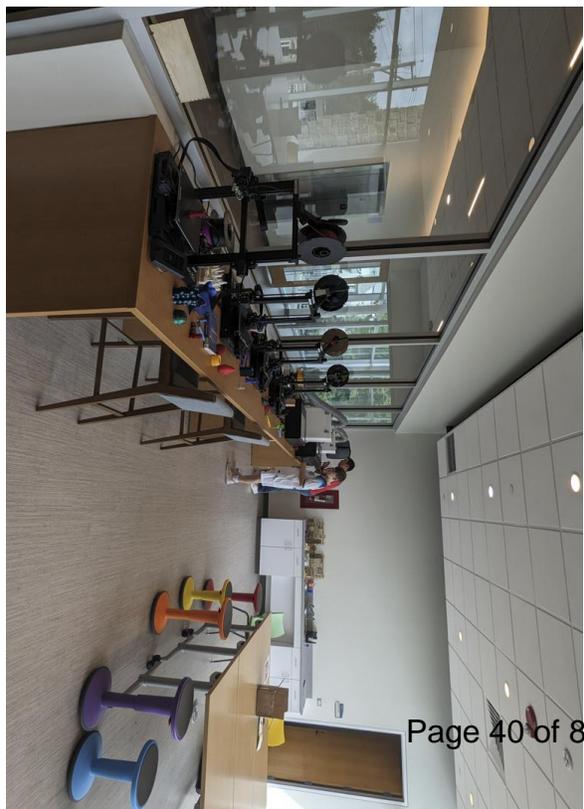














# Stats for the new Kennett Library

- Wifi usage highest in the county outside of the district center
- Visitation rate is 109% of last year at this time
- Circulation is highest numbers ever for the Kennett Library and now the 3<sup>rd</sup> highest in the county
- Computer Usage is 4x higher than the old library
- Award for Best Public Construction in Eastern PA over \$10 million dollars



# Stats for New Garden

- Cardholders went from 1,907 in 2023 to 2,467 in May 2024.
- 342 residents attended programs in April.
- 3,372 books checked out by New Garden residents in April. Up 25% from last year.
- 2,578 New Garden residents visited in the month of April. Up 300% from last year.
- 88 New Garden children aged 0-5 years old currently part of Imagination Library.



# FREE BOOKS FOR CHESTER COUNTY KIDS!



Any child, from birth to age five who lives in Chester County, is eligible to receive a FREE book mailed directly to their home once per month through the Chester County Imagination Library. There are no donation or income requirements. Thanks to AHHAAH, the Justamere Foundation, the Kennett Library, and our community donors, this program is completely FREE for Chester County families.

Enroll your child today using the QR code, link, or registration forms.



Scan here to learn more, enroll a child, or make a donation.  
Or, visit [ahhah.org/ccil](http://ahhah.org/ccil).

# FREE BOOKS FOR CHESTER COUNTY KIDS!



## Who is eligible?

All children, from birth to age five, who live in Chester County



## What do they receive?

Children receive free, high-quality, and age-appropriate books



## Where can they get these books?

Books are mailed directly to children's homes in Chester County



## When will they receive books?

Once registered, children will receive their first book within 6-8 weeks and will continue receiving one book per month until they reach age five



## Why is this important for the Chester County community?

Many children in Chester County (particularly in Coatesville and Southern Chester County) are reading below grade level. This program will help to close the word gap and raise literacy levels in the community.

## How can I help?

Share the program and registration link with eligible families and/or donate as an individual or a sponsor. **\$2.50 = one book for one child and \$30 = one year of books for one child.** (contact [chescomaginationlibrary@gmail.com](mailto:chescomaginationlibrary@gmail.com) for sponsor opportunities)

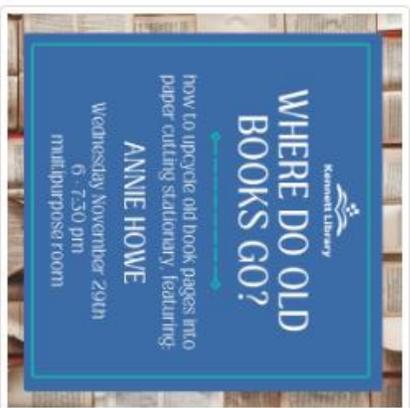


Scan here to learn more, enroll a child, or make a donation.  
Or, visit [ahhah.org/ccil](http://ahhah.org/ccil).

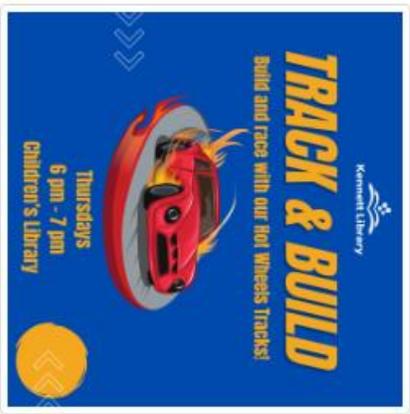
# Programs for the new Kennett Library



**Classic Children's Movie Day**  
In the Auditorium!  
Wednesdays in November  
9:30 am  
all ages welcome!



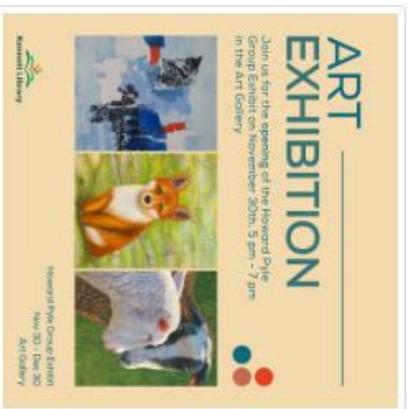
**WHERE DO OLD BOOKS GO?**  
How to upcycle old book pages into paper cutting stationery - featuring:  
**ANNIE HOWE**  
Wednesday November 29th  
6 - 7:30 pm  
multipurpose room



**TRACK & BUILD**  
Build and race with our hot wheels tracks!  
Thursdays  
5 pm - 7 pm  
Children's Library



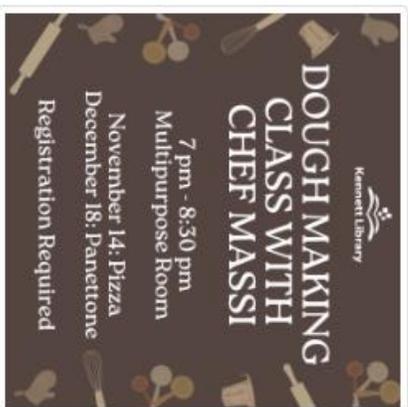
**CROCHET WITH CAT FOR BEGINNERS!**  
**WEDNESDAYS 5 PM - 6 PM**  
REGISTRATION REQUIRED  
Kennett Library



**ART EXHIBITION**  
Join us for the opening of the Howard Pyle Graphic Exhibit on November 20th, 5 pm - 7 pm in the Art Gallery  
Howard Pyle Graphic Exhibit  
Nov 20 - Dec 30  
Art Gallery



**SUNSHINE YOGA STORYTIME**  
read and act out yoga poses!  
10 am - 11 am  
in the multipurpose room  
See calendar for all dates



**DOUGH MAKING CLASS WITH CHEF MASSI**  
7 pm - 8:30 pm  
Multipurpose Room  
November 14: Pizza  
December 18: Panettone  
Registration Required



**STEAM SATURDAY**  
NOVEMBER 18TH & DECEMBER 2ND  
10:30 a.m. - 1 p.m.  
Hummingbird Kit and Animated Video Game Characters  
Kennett Library  
VGCUSA

# Kennett Library Referendum: History & Tax Impact



# History of Referendum in NGT

## Overview

- In 2014, the Township authorized, by resolution, a library tax referendum asking residents if they support establishing an annual dedicated library tax for the Bayard Taylor Memorial Library
  - The referendum was unsuccessful by a slim margin
- In 2017, another referendum was authorized by resolution by the Township with a similar question intended for a dedicated library tax for the Kennett Library
  - The referendum was successful by a large margin
  - Funding authorized by referendum not dedicated toward the construction of the new Kennett Library
- Since 2018, New Garden has provided operational funding support to the Kennett Library in the amount of ~\$82K per year
  - Additionally, the Township authorized \$500K from FY21-25 in terms of capital funding support for the construction of the Kennett Library
- August 2021, Kennett Library groundbreaking
- August 2023, Kennett Library grand opening



## “Fair Share” Guidance

*Kennett Library is seeking an annual “fair share” 0.2 mil Library Tax contribution from its eight municipalities.*

### Current Status

- Kennett Square Borough - 0.2 mil tax
- Kennett Township - 0.2 mil tax
- New Garden Twp - 0.1 mil tax (Nov 2024 Referendum Proposal)
- Newlin Twp – Annual Donation (Nov 2024 Referendum)
- East Marlborough Twp – 0.183 mil tax (2026 Referendum)
- Pennsbury – Annual Donation (2025 Referendum)
- Pocopson – Annual Donation (2025 Referendum)
- West Marlborough – Annual Donation (2026 Referendum)

## Proposed Voter Ballot Question

***“Do you favor increasing New Garden Township’s existing real estate property tax dedicated to Kennett Library by 0.100 mil, to a total of 0.200 mil, with the revenue from such increase to be used exclusively to fund the operation of the Kennett Library?”***

## New Garden 0.2 Mil Library Tax Proposal

Class	Total Assessment	Count	Today's Cost (0.1 Mil)	Proposed Cost (0.2 Mil)
A	\$7,858,390	18		
C	\$143,867,295	336		
F	\$5,306,310	19		
I	\$20,233,110	16		
Residential	\$650,287,911	3728		
U	\$222,530	4		
<b>Grand Total</b>	<b>\$827,775,546</b>	<b>4121</b>	<b>\$82,778</b>	<b>\$165,555</b>

## New Garden 0.2 Mil Library Tax Proposal

Class	Average Assessment	Annual Average Library Tax	Median Assessment	Annual Median Library Tax
Residential	\$ 174,433.45	\$ 34.89	\$ 187,600.00	\$ 37.52
Grand Total	\$ 200,867.64	\$ 40.17		

### For Residential Households:

<i>Annual</i>	\$	<b>34.89</b>
<i>Monthly</i>	\$	<b>2.91</b>
<i>Weekly</i>	\$	<b>0.67</b>

# Values for Library Cardholders

## Saving Patrons Money!

**ALP Classes:** with an average of \$400 per course semester, we saved students **\$180,400**

**Programs:** with an average of \$15 per attendee, we saved program attendees **\$375,870**

**ALP One-on-One Tutoring:** with an average of \$40 per session, we saved students: **\$56,000**

**Reference and Tech Help:** with an average of \$12, we saved patrons **\$128,535**

**Items Circulated:** with an average price of \$20 per item, we saved patrons **\$4,373,800**

**Wireless/Internet Sessions:** with an average of \$25, we saved patrons **\$626,500**

**Museum Passes:** with an average of \$50, we saved patrons **\$4,850**

**Total Savings: \$5,926,915**

## Values for Library Cardholders

- Newspapers – New York Times \$50/Yr, Philadelphia Inquirer \$50/Yr
- Magazines – Over 180 Publications \$12-\$25 Each/Yr
- Movies – Thousands of Movies Streamed to Your Device
- Digital Books – Over 38,000 Titles (Amazon ~\$15/Title)
- Audio Books – Over 16,000 Titles (Amazon Audible \$180/Yr)

**THESE ARE ALL FREE WITH YOUR LIBRARY CARD!!!**

# Questions?





# New Garden Township

299 Starr Road • Landenberg, PA 19350

## Memorandum

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Date: June 7, 2024

To: Chris Himes, Township Manager

From: Robert Weer, Township Zoning Officer

**Re: Joint Municipal Board of Appeal**

The Townships Board of Appeals continues to be vacant, however it is a requirement to meet the Uniform Construction Code. The following are the requirements of members:

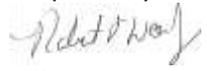
1. International Building Code – Board of Appeals
  - Qualified by experience and training to matters pertaining to Building construction.
  - Not employees of the township.
2. International Fire Code – Board of Appeals
  - Qualified by experience and training in hazards of fire, explosions, hazardous conditions, or fire protection systems.
  - Not employees of the township.

The Township is still in need of qualified members to fulfill the requirements. Conversations with London Grove and East Marlborough Townships have found they are in a similar situation. The number of appeals is generally minimal, however each needs to have a board to engage. The proposal is to enter a Joint Municipal Appeals Board with a pool of members to engage as necessary in the instance an appeal is received. An initial pool of members found that each municipality has code officials that meet the requirements and live in one of the other townships.

A challenge is a potential member needs to volunteer in a municipality they do not reside in. To relieve this challenge the Board of Appeals could meet to hear an appeal respective to normal business hours. All three municipalities were to present the proposal to their respective Board of Supervisors to determine a path forward and potentially include other municipalities to increase the pool of members.

If the Board wishes to consider the proposal, the three municipalities will draft some guidelines to be reviewed and approved.

Respectfully,

A handwritten signature in cursive script, appearing to read "Robert F. Weer Jr.", written in black ink.

Robert F. Weer Jr.

**NEW GARDEN TOWNSHIP - STAFF REPORT/RECOMMENDATION**

**REQUESTING DEPARTMENT:** Township Manager

**MEETING DATE:** June 17<sup>th</sup>, 2024

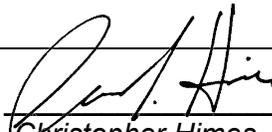
**SUBJECT/TOPIC:** 2024 Aqua Sewer Rate Case Proposal

**BACKGROUND:** On May 23, 2024, Aqua PA notified customers of their intent to adjust water and wastewater rates, citing the overall cost (\$953M) in system improvement projects starting in early 2023 through the end of 2025. Aqua’s base rate increase requires investigation and approval by the Pennsylvania Utility Commission (PUC), which can take up to nine months with an expected decision timeline around the beginning of 2025.

To better understand the 2024 rate change proposal, the Township analyzed annual residential usage data from 2020 (the last year of service) to determine the impact of the changes. By applying 2020 usage data to the 2024 proposed rate, where the assessed impact would be a net reduction in quarterly sewer bills at an average savings of \$149.57 to \$75.33 per quarter, with those consuming at a higher rate achieving the most savings, assuming historically consistent sewer usage per household unit.

<b>FINANCIAL IMPACT:</b> <b>Total:</b> N/A	Budgeted:	YES	NO
	Amount Budgeted:	\$0.00	
	Amount Spent:	\$0.00	
	Amount Requested:	\$0.00	
	Budget Line Item:		

**STAFF RECOMMENDATION:** N/A

<b>TOWNSHIP MANAGER APPROVAL:</b> Required: __ __ Not Required: <u> X </u> __	 _____ Christopher Himes, Township Manager
<b>TOWNSHIP SOLICITOR APPROVAL:</b> Required: _____ Not Required: <u> X </u> __	_____ Winifred Sebastian, Township Solicitor

**ATTACHMENTS:**

- 1) 2024 Aqua PA Rate Case Proposal for New Garden Township – Zone 2
- 2) 2021 Aqua PA Rate Case Proposal for New Garden Township – Zone 11
- 3) Aqua PA Rate Case Analysis

SCHEDULE OF RATES

RATE ZONE 2 – METERED AND UNMETERED

The rates under this schedule apply to all customer classes in the territories served subject to Rate Zone 2 rates as noted in the Description of Territories Served section under this tariff unless otherwise specifically identified below.

**RESIDENTIAL**

**MONTHLY SERVICE CHARGE**

Customer Charge (\$)	Rate Zone 2	
Fixed (per EDU)	\$	55.93
<u>Meter Size:</u>		
5/8 inch		55.93
3/4 inch		83.90
1 inch		139.83
1-1/2 inch		279.65
2 inch		447.44
3 inch		838.95
4 inch		1,398.25
6 inch		2,796.50
8 inch		4,474.40
10 inch		6,431.95
Unmetered Charge (per EDU)	\$	101.80

**MONTHLY CONSUMPTION CHARGE**

Consumption Charge (per 1,000 gallons water used)	\$	12.5850
--	----	---------

**QUARTERLY SPECIAL CHARGES**

New Garden Township Division - Quarterly Customers

Customer Charge (\$)		
Fixed (per EDU)	\$	167.79
Consumption Charge (per 1,000 gallons water used)	\$	12.5850
Thompson Property Development Residential Flat (per EDU)	\$	415.49

SCHEDULE OF RATES

RATE ZONE 2 – METERED AND UNMETERED (cont'd)

**NON-RESIDENTIAL**

**MONTHLY SERVICE CHARGE**

Customer Charge (\$)	Rate Zone 2	
Fixed (per EDU)	\$	54.95
<u>Meter Size:</u>		
5/8 inch		54.95
3/4 inch		82.42
1 inch		137.37
1-1/2 inch		274.73
2 inch		439.57
3 inch		824.20
4 inch		1,373.67
6 inch		2,747.34
8 inch		4,395.75
10 inch		6,318.88
Unmetered Charge (per EDU)	\$	100.00

**MONTHLY CONSUMPTION CHARGE**

Consumption Charge (per 1,000 gallons water used)	\$	12.3630
--	----	---------

Special Charges

East Bradford Township Division

Customer Charge (\$)

Fixed (per EDU)	\$	55.93
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**QUARTERLY SPECIAL CHARGES**

New Garden Township Division - Quarterly Customers

Customer Charge (\$)

Fixed (per EDU)	\$	167.79
-----------------	----	--------

Consumption Charge

(per 1,000 gallons water used)	\$	12.3630
--------------------------------	----	---------

SCHEDULE OF RATES

## RATE ZONE 11 – METERED

The rates under this schedule apply to all customer classes in the territories served subject to Rate Zone 11 rates as noted in the Description of Territories Served section under this tariff unless otherwise specifically identified below.

QUARTERLY SERVICE & CONSUMPTION CHARGES (\$)

		Gallons per Quarter	Rate Zone 11 Quarterly (\$)	
<u>RESIDENTIAL</u>	Base		\$ 136.38	
	Excess 1	0 to 15,000	\$ 23.2590	per 1000 gallons
	Excess 2	15,001 and over	\$ 33.4350	per 1000 gallons
<u>COMMERCIAL 1 &amp; PUBLIC</u>	Base		\$ 187.56	
	Excess 1	0 to 15,000	\$ 34.8500	per 1000 gallons
	Excess 2	15,001 and over	\$ 44.8680	per 1000 gallons
<u>COMMERCIAL 2</u>	Base		\$ 187.56	
	Excess 1	0 to 15,000	\$ 44.5800	per 1000 gallons
	Excess 2	15,001 and over	\$ 50.0000	per 1000 gallons
<u>INDUSTRIAL</u>	Base		\$ 934.65	
	Excess 1	0 to 15,000	\$ 44.5800	per 1000 gallons
	Excess 2	15,001 and over	\$ 50.0000	per 1000 gallons

**COMMERCIAL 1 class (Rate Zone 11 - New Garden Division only)**

Shall be defined as each commercial, retail, industrial or institutional establishment and each bedroom unit of a motel, hotel or boardinghouse, having sanitary facilities, including stores, food markets, professional offices, mushroom houses, automotive repair garages and establishments not regularly preparing and/or dispensing food or beverages, but excluding those uses enumerated in the Commercial 2 class, and excluding industrial establishments discharging biodegradable industrial waste.

**COMMERCIAL 2 class (Rate Zone 11 - New Garden Division only)**

Shall be defined as each restaurant, bar, institution or establishment regularly preparing and/or dispensing food or beverages, whether for consumption on or off the premises, including but not limited to stores, food markets, delicatessens, food marts, schools, day-care centers, or other establishments requiring food-handling licensing, and beauty parlor and service stations.

# Aqua PA Rate Change Update

June 17, 2024



# Aqua PA Rate Change Update



## HOW CAN YOU PARTICIPATE IN THE RATE CASE

The public, consumers, and utility customers can contact the PUC with their views on the rate increase in three ways:

On May 23, 2024, Aqua PA notified customers of their intent to adjust water and wastewater rates, citing the cost (\$953M) in system improvement projects starting in early 2023 through the end of 2025.

Aqua's base rate increase requires investigation and approval by the Pennsylvania Utility Commission (PUC), which can take up to nine months with an expected decision timeline around the beginning of 2025

The PUC's procedure for approval of rates allows concerned ratepayers to submit inputs via three primary methods (see chart).

### 1 SUBMIT COMMENTS IN WRITING TO THE SECRETARY OF THE COMMISSION:

**BY MAIL:** Secretary of the Commission  
Pennsylvania Public Utility Commission  
400 North Street, Commonwealth Keystone Building  
Harrisburg, Pennsylvania 17120

**USE AN ONLINE FORM** that can be printed out and mailed to the Secretary – "Objection or Comment to Proposed Rate Increase Form," at [www.puc.pa.gov](http://www.puc.pa.gov) and then Click on "Filing & Resources" at the top of the page, then click on "File Complaints."

**BY EMAIL:** [ra-pcwebmaster@pa.gov](mailto:ra-pcwebmaster@pa.gov) - Type in your comments and email to the PUC.

*All comments will be placed in the "Public Comment Folder." Although comments are not placed on the record of the docket of the rate case, they are reviewed by the statutory advocates, the ALJ, and Commission staff.*

### 2

**ATTEND A PUBLIC INPUT HEARING** and state your comments on the record to the ALJ presiding over the hearing. Your comments will be transcribed by a court reporter and become part of the record.

### 3

**FILE A FORMAL RATE COMPLAINT WITH THE SECRETARY.** You can open and use an e-filing account – free of charge – through the Commission's website. An e-filing account gives you an additional benefit – you can sign up for "subscription" services – allowing you to track the progression of the rate case and receive an email alert any time a filing is made on the docket. You can also file a formal rate complaint by mail to the Secretary. Once filed and processed by the Secretary, your rate complaint receives a "C docket" number and becomes a part of the official record of the rate case. Your rate complaint will be served on the utility.

**FILING A FORMAL RATE COMPLAINT MEANS YOU BECOME AN ACTIVE PARTY IN THE LITIGATION OF THE RATE CASE.** You will be expected to respond to interrogatories among the parties, appear at evidentiary hearings, and provide testimony under oath regarding the issues you have raised in your rate complaint and why the rate increase proposal should be denied. You will also have the responsibility to keep your contact information updated, and accept service of all documents sent to you by the ALJ and the other parties.

# Aqua PA Rate Change Update

During the 2021 Rate Change proposal, New Garden Township was singularly part of Rate Zone 11, with the following approved sewer rates categorized as Residential, Commercial (1/2), and Industrial.

			Rate Zone 11	
		Gallons per Quarter	Quarterly (\$)	
<u>RESIDENTIAL</u>				
Base			\$ 136.38	
Excess 1	0 to 15,000		\$ 23.2590	per 1000 gallons
Excess 2	15,001 and over		\$ 33.4350	per 1000 gallons
<u>COMMERCIAL 1 &amp; PUBLIC</u>				
Base			\$ 187.56	
Excess 1	0 to 15,000		\$ 34.8500	per 1000 gallons
Excess 2	15,001 and over		\$ 44.8680	per 1000 gallons
<u>COMMERCIAL 2</u>				
Base			\$ 187.56	
Excess 1	0 to 15,000		\$ 44.5800	per 1000 gallons
Excess 2	15,001 and over		\$ 50.0000	per 1000 gallons
<u>INDUSTRIAL</u>				
Base			\$ 934.65	
Excess 1	0 to 15,000		\$ 44.5800	per 1000 gallons
Excess 2	15,001 and over		\$ 50.0000	per 1000 gallons

# Aqua PA Rate Change Update

For the 2024 Rate Change proposal, New Garden Township is now associated with Rate Zone 2 which includes six municipal division areas (East Bradford, Emlementon, Pinecrest, Rivercrest, and White Haven, categorized as Residential and Non-Residential.

The primary differences in the proposed rate change are:

- No Base vs Excess thresholds
- Reduction of usage rate
  - 2021 – Residential
    - First 15K – \$23.259
    - Over 15K – \$33.435
  - 2024 – Residential – \$12.36
- Increase of base rate
  - 2021 – Residential – \$136.38
  - 2024 – Residential – \$167.79

<u>MONTHLY CONSUMPTION CHARGE</u>		<b>Residential</b>
Consumption Charge		
(per 1,000 gallons water used)		\$ 12.5850

<u>QUARTERLY SPECIAL CHARGES</u>		
New Garden Township Division - Quarterly Customers		
Customer Charge (\$)		
Fixed (per EDU)	\$ 167.79	
Consumption Charge		
(per 1,000 gallons water used)		\$ 12.5850

<u>MONTHLY CONSUMPTION CHARGE</u>		<b>Non-Residential</b>
Consumption Charge		
(per 1,000 gallons water used)		\$ 12.3630
Special Charges		
East Bradford Township Division		
Customer Charge (\$)		
Fixed (per EDU)	\$ 55.93	

<u>QUARTERLY SPECIAL CHARGES</u>		
New Garden Township Division - Quarterly Customers		
Customer Charge (\$)		
Fixed (per EDU)	\$ 167.79	
Consumption Charge		
(per 1,000 gallons water used)		\$ 12.3630

## Aqua PA Rate Change Update

To better understand the 2024 rate change proposal, the Township analyzed annual usage data from 2020 (the last year of service) to determine the impact of the changes.

As of December 2020, the Township had 1,802 total billing accounts, of which 95.1% were residential (1,714), so for the analysis, only residential accounts were reviewed.

Of the 95.1% of residential accounts, 93.7% utilized between 22K to 4K per quarter (1,603).

Of the 93.7% of residential accounts, 70.8% utilized between 15.3K to 9.6K per quarter (1,135).

2020 NGT average residential sewer usage thresholds (p/ 1,000 gallons):

- 21.5K p/ quarter – 171
- 15.3K p/ quarter – 468
- 9.6K p/ quarter – 667
- 4.3K p/ quarter – 297



## Aqua PA Rate Change Update

By applying 2020 usage data to the 2024 proposed rate, the assessed impact would be a net reduction for ratepayers at an average savings of \$149.57 to \$75.33 per quarter, with those consuming at a higher rate achieving the most savings, assuming historically consistent sewer usage per household unit.

		Residential Quarterly Usage (1,000s)									
		22.0	20.0	18.0	16.0	14.0	12.0	10.0	8.0	6.0	4.0
<b>Current Rate</b>											
<b>Base Rate</b>		\$ 136.38	\$ 136.38	\$ 136.38	\$ 136.38	\$ 136.38	\$ 136.38	\$ 136.38	\$ 136.38	\$ 136.38	\$ 136.38
<b>Rate (&lt;15K \$23.259 &amp; &gt;15K \$33.435)</b>		\$ 582.95	\$ 516.08	\$ 382.34	\$ 325.63	\$ 279.11	\$ 232.59	\$ 186.07	\$ 139.55	\$ 93.04	\$ 449.21
<b>Total</b>		\$ 719.33	\$ 652.46	\$ 585.59	\$ 518.72	\$ 462.01	\$ 415.49	\$ 368.97	\$ 322.45	\$ 275.93	\$ 229.42
<b>Proposed Rate</b>											
<b>Base Rate</b>		\$ 167.79	\$ 167.79	\$ 167.79	\$ 167.79	\$ 167.79	\$ 167.79	\$ 167.79	\$ 167.79	\$ 167.79	\$ 167.79
<b>Rate (\$12.59)</b>		\$ 276.87	\$ 251.70	\$ 226.53	\$ 201.36	\$ 176.19	\$ 151.02	\$ 125.85	\$ 100.68	\$ 75.51	\$ 50.34
<b>Total</b>		\$ 444.66	\$ 419.49	\$ 394.32	\$ 369.15	\$ 343.98	\$ 318.81	\$ 293.64	\$ 268.47	\$ 243.30	\$ 218.13
<b>Quarterly \$ Change</b>		<b>\$(274.67)</b>	<b>\$(232.97)</b>	<b>\$(191.27)</b>	<b>\$(149.57)</b>	<b>\$(118.03)</b>	<b>\$(96.68)</b>	<b>\$(75.33)</b>	<b>\$(53.98)</b>	<b>\$(32.63)</b>	<b>\$(11.29)</b>

**NEW GARDEN TOWNSHIP - STAFF REPORT/RECOMMENDATION**

**REQUESTING DEPARTMENT:** Township Manager

**MEETING DATE:** June 17<sup>th</sup>, 2024

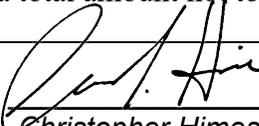
**SUBJECT/TOPIC:** FY24 Non-Profit Contributions

**BACKGROUND:** The Adopted FY24 Budget included \$45,000.00 in total contributions to the following local non-profit agencies:

- Kennett Area Community Services – \$15,000.00
  - Location: 136 W Cedar St, Kennett Square, PA 19348
- Mighty Writers El Futuro Kennett – \$15,000.00
  - Location: 121 Willow St., Toughkenamon, PA 19374
- Transportation Management Association of Chester County (TMACC) – \$10,000.00
  - Location: 7 Great Valley Parkway, Suite 144, Malvern, PA 19355
- Kennett Area Senior Center – \$5,000.00
  - Location: 427 S Walnut St, Kennett Square, PA 19348

<b>FINANCIAL IMPACT:</b> <b>Total:</b> FY 2024 - \$45,000.00 • KACS - \$15,000.00 • Mighty Writers - \$15,000.00 • TMACC - \$10,000.00 • KASC - \$5,000.00	Budgeted:	YES X NO
	Amount Budgeted:	\$45,000.00
	Amount Spent:	\$0.00
	Amount Requested:	\$45,000.00
	Budget Line Item:	01-400-540 Contributions to NonGovt Org

**STAFF RECOMMENDATION:** That the Board of Supervisors authorize the FY24 contributions of \$15,000.00 to Kennett Area Community Services, \$15,000.00 to Mighty Writers El Futuro Kennett, \$10,000.00 to Transportation Management Association of Chester County, and \$5,000.00 to Kennett Area Senior Center, in a total amount not to exceed \$45,000.00.

<b>TOWNSHIP MANAGER APPROVAL:</b> Required: <u> X </u> Not Required: _____	 _____ Christopher Himes, Township Manager
<b>TOWNSHIP SOLICITOR APPROVAL:</b> Required: _____ Not Required: <u> X </u>	_____ Winifred Sebastian, Township Solicitor

**ATTACHMENTS:**

- 1) N/A

AGREEMENT NO.: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**COMMONWEALTH AND MUNICIPAL  
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

This Commonwealth and Municipal Traffic Signal Maintenance Agreement (“Agreement”) is made between the Commonwealth of Pennsylvania, Department of Transportation (“PennDOT”)

and

New Garden Township \_\_\_\_\_, a political subdivision in the County of  
Chester \_\_\_\_\_, Pennsylvania, by acting through its proper official (“Municipality”).

**BACKGROUND**

This Agreement is pursuant to 74 Pa.C.S. Chapter 92 (relating to traffic signals) and 75 Pa.C.S. § 6122 (relating to authority to erect traffic control devices) to define maintenance requirements for all traffic signals within the Municipality.

Local authorities are required to obtain the approval of PennDOT prior to erecting any traffic signal pursuant to 75 Pa.C.S. § 6122(a)(2). Local authorities are responsible for the installation, revision, maintenance, operation and removal of traffic signals on highways under their jurisdiction with written PennDOT approval pursuant to 67 Pa. Code § 212.5(c)(1). The Municipality is a local authority having the authority to enact laws relating to traffic pursuant to the definition in 75 Pa.C.S. § 102.

The Municipality is required to enter into an agreement with PennDOT to properly maintain and time traffic signals for critical corridors pursuant to 74 Pa.C.S. § 9202(b). The Municipality may enter into an agreement with PennDOT to properly maintain and time traffic signals for designated corridors pursuant to 74 Pa.C.S. § 9202(a). An agreement is required as a condition of eligibility for financial assistance out of the Motor License Fund to replace, synchronize, time, operate, and maintain traffic signals pursuant to 75 Pa.C.S. § 9511(e.1)(5).

Traffic signal equipment is installed to serve a specific purpose through a distinct mode of operations.

PennDOT and the Municipality share a common interest in facilitating the safe and efficient management of traffic flow on a daily basis as well as during incidents.

The parties agree, with the intent to be legally bound, to the following:

1. **Defined Terms.** In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the terms set forth below shall have the respective meanings set forth below.
  - a. **Maintenance** means preventative, periodic, and emergency work (including by contract), as described in this Agreement. The definition shall include all work forms and tenses (including, but not limited to, maintain, maintained, and maintaining).
  - b. **Personally Identifiable Information** means individual's name, address, photograph, social security number, driver identification number, photograph, medical or disability information, or a combination of that information, as per 18 U.S.C. § 2725(3), the Breach of Personal Information Notification Act, 73 P.S. § 2301, et seq., Commonwealth IT Policy ITP-SEC019 (Policy and Procedures for Protecting Commonwealth Electronic Data), and the applicable OPD documents publicly available at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.

- c. **Traffic Control Devices** means geometric features, signs, signals, pavement markings, pedestrian accommodations, and other items associated with traffic control devices.
  - d. **TSAMS** means Traffic Signal Asset Management System and is the preferred method for electronic record keeping.
  - e. **Traffic Signal** means an electronically operated traffic control device that facilitates the orderly movement of traffic (including, without limitation, traffic control signals, pedestrian signals, flashing beacons, emergency vehicle access signals, lane-use control signals, ramp metering signals, school warning systems, and in-roadway lights). The useful life of traffic signal equipment is defined as the time from installation until it is either removed or replaced with signal equipment or other traffic control device(s) which better serves the need of the intersection.
  - f. **Traffic Signal Permit** means a document issued by PennDOT, which:
    - i. approves installation of the Traffic Signal;
    - ii. captures some basic information such as who the permit is issued to, the hours that the Traffic Signal will be on flash, the type of controller mounting, and the permittee's responsibilities; and
    - iii. contains information about the operation of the Traffic Signal, the placement of signal equipment, signing, and markings, and a signal plan sheet showing a scaled drawing of the intersection with the approved Traffic Signal and other associated traffic control devices (such as signal structures, vehicular and pedestrian signal heads, controller, traffic detectors, traffic signs and any sign structures, pavement markings, pedestrian curb ramps).
2. **Applicability.** This agreement applies to all traffic signals in the Municipality for which a Traffic Signal Permit has been issued by PennDOT. Traffic Signals shall remain subject to this Agreement in perpetuity unless and until the Traffic Signal Permit is cancelled by PennDOT. A record of Traffic Signal Permits is maintained electronically by PennDOT and may be accessed at any time by the Municipality.
3. **Ownership of Traffic Signals and Maintenance Requirements.**

**a. Ownership.**

- i. Title to all Traffic Signal installations shall vest in the Municipality, unless PennDOT has indicated otherwise through publication in the Pennsylvania Bulletin pursuant to 74 Pa.C.S. § 9202(i)(1).
- ii. When a new Traffic Signal is constructed, ownership of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period. PennDOT will confirm end of the thirty- (30-) day test period in writing.
- iii. When a Traffic Signal is modified, ownership of the modified elements of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period in writing. Traffic Signal appurtenances that are not modified as part of the work remain under ownership of the Municipality.
- iv. All items associated with the Traffic Control Device are the Municipality's responsibility, as documented on the Traffic Signal Permit issued by PennDOT. Longitudinal pavement markings on state highways are the responsibility of PennDOT and will be maintained by PennDOT.
- v. The Municipality shall, at its own expense, operate the Traffic Signals in accordance with the permit(s) issued by PennDOT.

**b. Preventative and Response Maintenance.**

- i. The Municipality shall provide preventative and response Maintenance at its own expense, for all Traffic Signals owned by the Municipality in order to provide the Maintenance program described in this Agreement.
- ii. The required preventative and response Maintenance functions shall be provided in the manner indicated in Exhibit A, attached to and made part of this Agreement.
- iii. The Municipality agrees that the provisions of Exhibit B, attached to and made a part of this Agreement, shall apply if either Maintenance function is performed using municipal personnel.
- iv. If the Municipality employs a contractor to perform either Maintenance function, the Municipality agrees to submit the name and address of the contractor to PennDOT using the form in Exhibit C, attached to and made part of this Agreement, together with a copy of the agreement between the

contractor and the Municipality. The Municipality shall submit a revised Municipal Contact Form (Exhibit C) within thirty (30) days of any changes to the information contained on the form. The form shall be submitted to the attention of the District Traffic Engineer within the PennDOT Engineering District encompassing the Municipality, or in such other format as prescribed by PennDOT. The use of a contractor does not relieve the Municipality of any obligations of this Agreement.

**c. Maintenance Records.**

- i. The Municipality agrees to prepare and retain an accurate record of the preventative and response Maintenance activities performed on Traffic Signals owned by the Municipality in accordance with the provisions of Exhibit D, attached to and made part of this Agreement.
- ii. The Municipality shall make Maintenance records available at all reasonable times for inspection by PennDOT.

**4. Failure to Perform Maintenance.** If the Municipality fails to fulfill its responsibilities as described herein, PennDOT shall provide written notice pursuant to 74 Pa.C.S. § 9202(e). If the Municipality failed to meet the requirements of the written notice, PennDOT may take action to correct the deficiencies and may deduct the actual costs of correcting the deficiencies from the Municipality's liquid fuels payments pursuant to 74 Pa.C.S. § 9202(g). Performance of the Maintenance services by PennDOT in the Municipality's stead shall not relieve the Municipality of its responsibility for continued Maintenance of Traffic Signals. If the Traffic Signal was installed or improved using state or federal funds, federal- and/or state-aid participation may be withheld on all future projects until the Municipality demonstrates to PennDOT and the Federal Highway Administration that all required Maintenance and operation services are being provided by the Municipality without the necessity of PennDOT performing duties herein described as being the responsibility of the Municipality.

5. **Notices.** Notices sent by PennDOT to the Municipality relating to Traffic Signals will be sent by regular mail, facsimile, e-mail, or delivery in person to the address of the nonemergency contact provided on the form in Exhibit C.
  
6. **Application for Traffic Signal Permits.** A signed Traffic Signal Application Form TE-160, see attached Exhibit E, attached to and made part of this Agreement, shall be submitted by the Municipality in accordance with the form and instructions provided by PennDOT, and a Traffic Signal Permit must be issued by PennDOT, before any work can begin on any new Traffic Signal or modification to an existing Traffic Signal. If PennDOT approves a new Traffic Signal after a traffic engineering study and engineering judgment indicates the need, the Traffic Signal shall be installed, owned, operated, and maintained in accordance with this Agreement. PennDOT may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the Traffic Signal, or require removal of the Traffic Signal, if traffic conditions or other considerations necessitate alteration or removal. The Municipality is responsible for the obtaining approval for installation of Traffic Signal appurtenances outside highway right-of-way. Traffic Signals installed using Liquid Fuels Tax funds must conform to PennDOT specifications as set forth in the current Publication 408, supplements and Standard Drawings.
  
7. **Highway Occupancy Permits.** Section 441.3 of Title 67 of the Pennsylvania Code (67 Pa. Code, Chapter 441) stipulates that a highway occupancy permit is required from the Department prior to the construction or alteration of any driveway, local road, drainage facility, or structure within state highway right-of-way; or connection to or alteration of a PennDOT drainage facility. The Municipality shall submit for a Highway Occupancy Permit whenever embankment removal, curbing and/or sidewalk, drainage structures, changes in highway geometry, pavement widening, or installation of additional lanes are performed within the right-of-way of any state highway. Additional requirements and guidance are defined within Publication 441 (*see* Chapter 441, i.e., “Access to and Occupancy of Highways by Driveways and Local Roads”).

8. **Remote Communications and Operations.**

- a. **Virtual Private Network.** Communications (including field-to-field and field-to-network) access shall be provided through PennDOT's virtual private network ("VPN"). The Municipality may request user credentials, which may be provided on a case-by-case basis at PennDOT's discretion.
- b. **System Equipment Cabinet.** Access to the on-site equipment cabinet housing connections to PennDOT's VPN shall be restricted (by key, access badge, or otherwise). The Municipality may request access, which may be provided at the PennDOT's discretion. PennDOT may establish minimum qualifications for Traffic Signal technicians to have access.
- c. **Traffic Signal System Monitoring.** The Municipality agrees to permit PennDOT to monitor traffic conditions using Traffic Signal equipment within the boundaries of the Municipality during times of normal traffic flow and during times of an incident. PennDOT during signal monitoring will suggest traffic signal timing adjustments to the Municipality in order to improve normal traffic flow. Traffic signal timings suggested to improve normal traffic flow can be implemented remotely by either PennDOT or the Municipality upon mutual acceptance of new timings.
- d. **Incident Management.** In the event of an incident, the Municipality agrees to allow PennDOT to implement revised traffic signal timing and phasing plans at any Traffic Signal subject to this agreement. PennDOT will contact the Municipality prior to the implementation of revised traffic signal timing and phasing plans. Upon clearance of incident, PennDOT will return affected Traffic Signals to operate as reflected on the approved Traffic Signal Permit. Upon resumption of normal operations, PennDOT will notify the Municipality. Notification under this section from PennDOT to the Municipality will be to the emergency contact identified in Exhibit C.

9. **Data Ownership.** All data generated by the Traffic Signal equipment shall be jointly owned by PennDOT and the Municipality. PennDOT or the Municipality may share data with third parties for the purpose of providing traveler information. PennDOT and the

Municipality have the obligation to protect any Personally Identifiable Information collected in accordance with the applicable laws and regulations.

10. **Engineering Studies and Ordinances.** The Municipality shall comply with the study and ordinance requirements of 75 Pa.C.S. § 6109.

11. **Save Harmless.** The Municipality agrees that it will indemnify, save harmless and defend (if requested) PennDOT, its agents, representatives and employees, from all suits, actions or claims of any character name or description, damages, judgments, expenses, attorney's fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the Municipality, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter. This provision shall not be construed to limit the Municipality in asserting any rights or defenses. Additionally, the Municipality shall include in any contracts into which it enters for Maintenance, operation, or inspection of the traffic control device this same obligation to indemnify PennDOT and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming PennDOT and the Municipality as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify PennDOT and the Municipality.

12. **Required Commonwealth Provisions.** The Municipality shall comply with the following required Commonwealth provisions. As used in these provisions, "Contractor" refers to the Municipality:

- a. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, attached as Exhibit F.
- b. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, attached as Exhibit G.

- c. **Provisions Concerning the Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, attached as Exhibit H.
  - d. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, attached as Exhibit I.
13. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Municipality shall comply with, the clause entitled Contract Provisions—Right to Know Law, attached as Exhibit J and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the Municipality.
14. **Form TE-160 Application for Traffic Signal Approval.** Applications for traffic signals shall follow the process as specified in PennDOT Publication 46. As part of this process, the Municipality shall submit via writing recommended changes to the existing traffic signals, or request to remove an existing Traffic Signal or install a new Traffic Signal using Form TE-160, attached as Exhibit E, along with all supporting studies and documentation for PennDOT review and approval.
15. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties, except as otherwise provided in this Agreement. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.
16. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
17. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or the laws of the Commonwealth, or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of

the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

18. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
19. **Independence of the Parties.** This Agreement is not intended and shall not be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or to constitute PennDOT as the representative or general agent of the Municipality for any purpose whatsoever.
20. **Assignment.** This Agreement may not be assigned by the Municipality, either in whole or in part, without the written consent of the Commonwealth.
21. **No Third-Party Beneficiary Right.** This Agreement does not create or confer any rights in or on persons or entities not a party to this Agreement.
22. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if the failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimized delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
23. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all

the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

24. **Repeals.** Upon execution of this Agreement, any other existing agreements between PennDOT and the Municipality relating to the Maintenance of Traffic Signals are superseded and repealed, and any such Traffic Signals shall be subject to the terms of this Agreement.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

**Attest:**

**Municipality**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Please attach a resolution providing proof of signature authority for the signer to sign on behalf of the Municipality, Authority or other governmental entity. Signers need to indicate titles and date signatures.

---

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Secretary or Designee Date

**APPROVED AS TO FORM AND LEGALITY:**

BY \_\_\_\_\_  
Office of Chief Counsel Date

Preapproved Form: OGC No. 18-FA-81.0  
OAG Approved 8/17/2021

**RESOLUTION NO. 24-010**

BE IT RESOLVED, by authority of the \_\_\_\_\_  
of the \_\_\_\_\_ New Garden Township \_\_\_\_\_, \_\_\_\_\_ Chester \_\_\_\_\_  
County, and it is hereby resolved by authority of the same, that the \_\_\_\_\_  
of \_\_\_\_\_ New Garden Township \_\_\_\_\_ be authorized and directed to submit  
the attached Traffic Signal Maintenance Agreement, to submit future modifications to the attached  
Traffic Signal Maintenance Agreement, and to submit future Applications for Traffic Signal  
Approval either in writing or via electronic signature, to the Department of Transportation and to  
sign this Agreement on behalf of \_\_\_\_\_ New Garden Township \_\_\_\_\_.

**Attest:** \_\_\_\_\_ New Garden Township \_\_\_\_\_

\_\_\_\_\_  
Signature Date Signature Date

\_\_\_\_\_  
Title Title

I, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Official title)

of the \_\_\_\_\_, do hereby certify that the  
(Name of governing body and Municipality)

foregoing is a true and correct copy of the Resolution legally adopted at the meeting held

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Date Signature

(SEAL)