



**NEW GARDEN TOWNSHIP
BOARD OF SUPERVISORS
BUSINESS MEETING AGENDA
December 15, 2025
New Garden Twp. Board Room
299 Starr Rd.
Landenberg, PA 19350**

Helpful Links

Public Meeting Livecast (YouTube) - <https://www.youtube.com/@NewGardenTownship/streams> Subscribe
to Receive Township Email Notifications - <https://www.newgarden.org/list.aspx>

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

- a.* Stonewall Capital – White Clay Point Development Update

9. MINUTES

- a.* Approval of Meeting Minutes from 11-17-25.

10. TREASURER'S REPORT

- a.* Approval of paid invoices \$592,002.16 and unpaid invoices \$238,935.91 totaling \$830,938.07.

11. PUBLIC SAFETY REPORT

- a.* Avondale Fire Company – None
b. Southern Chester County Region Police – None

12. MONTHLY DEPARTMENT REPORT

- a.* Monthly Manager Department Report – November 2025

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- a. **FY2026 Adopted Budget** – consideration to approve the FY2026 Budget as presented, with all funds totaling \$14,635,490.37.
- b. **Resolution 2025-18 – FY26 Real Estate Tax Rate** – consideration to approve Resolution 2025-18 for the FY2026 Real Estate Tax rate.
- c. **Resolution 2025-19 – FY26 Real Estate Tax Collection** – consideration to approve Resolution 2025-19 for the FY2026 Real Estate Tax collector.
- d. **Resolution 2025-20 – FY26 Fee Schedule** – consideration to approve Resolution 2025-20 for the FY2026 Fee Schedule.
- e. **Resolution 2025-21 – Personnel Manual Amendment** – consideration to approve Resolution 2025-21 for the amendments to the New Garden Township Personnel Manual.
- f. **Resolution 2025-22 – Plan Revision for New Land Development** – consideration to approve Resolution 2025-22 for the Plan Revision for New Land Development for 147 Maple Lane.
- g. **New Garden Hills Park Structures** – consideration to approve the seeking of Orphan Court and/or County or Commonwealth approval for the sale of certain parcels in New Garden Hills containing structures and other improvements which are not open space.
- h. **New Garden Park Pavilion** – consideration to approve the proposal from JRJ Construction for an amount not to exceed \$18,450.00.
- i. **Bucktoe Rd. Stormwater Pipe Replacement** – consideration to approve the purchase of the Snap-Tite stormwater pipe from LB Water, in the amount not to exceed \$91,530.00.
- j. **Township Manager Employment Agreement** – consideration to approve the renewal of the Township Manager employment agreement for FY26 & FY27.

15. MANAGER’S REPORT

- a. Hiles Property Discussion

16. LEGISLATION

- a. Resolution 2025-18 – FY26 Real Estate Tax Rate
- b. Resolution 2025-19 – FY26 Tax Collection
- c. Resolution 2025-20 – FY26 Fee Schedule
- d. Resolution 2025-21 – Employee Handbook Amendment
- e. Resolution 2025-22 – Plan Revision for New Land Development

NOTICES:

| | |
|-----------------------------------|---|
| December 17, 2025 | 7:00 p.m. – Planning Commission Meeting |
| December 24 & 25, 2025 | Christmas Twp. Offices Closed |
| January 1, 2025 | New Year’s Holiday – Twp. Offices Closed |
| January 5, 2025 | Reorganization Meeting |
| January 19, 2025 | BOS Monthly Meeting |



**NEW GARDEN TOWNSHIP
BOARD OF SUPERVISORS
MEETING MINUTES
November 17, 2025**

**ATTENDING
BOARD OF SUPERVISORS**

Ted Gallivan, Chairman
Stephen Allaband
David Unger
Kristie Brodowski
Troy Wildrick

TOWNSHIP PERSONNEL

Chris Himes – Township Manager
John Gibson - Codes
Mike Buck – Dir. Parks & Rec and Open Space
Kristina Molnar – Asst. Finance Dir.
Robert Weer – Dir. of Community Dev. & Safety
Ahtziri Romo – Communications
Jon Martin – Dir. New Garden Flying Field

1. CALLED TO ORDER

Chairman Ted Gallivan called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited.

3. ANNOUNCEMENT – Executive Session was held to discuss personnel and legal issues.

4. PUBLIC COMMENT (3 minute time limit):

- a. Claire Aiello, Harlow Pointe – asked for clarification on Planning Commission Agenda and final decision on zoning changes.
- b. Jim Powers 240 Crescent Rd. – comment on commercial development.

5. PUBLIC COMMENT ON AGENDA ITEMS:

- a. Peter Mrozinski, 309 Hyde Park Rd. – amendments to settlement agreement restrictions.

6. PUBLIC HEARING – None

7. MINUTES - Approval of 10-20-2025 BOS Meeting Minutes.

Action: *motion to approve minutes made by Mr. Unger, seconded by Ms. Brodowski. No discussion. All Ayes.*

8. TREASURER’S REPORT

- Approval of paid and unpaid invoices totaling \$251,526.23.

Action: *Motion to approve made by Mr. Unger, seconded by Ms. Brodowski. Mr. Allaband recused from approving R.M. Crossan Invoices (employer). No discussion. All Ayes.*

9. RECOGNITIONS & APPOINTMENTS –

10. PRESENTATIONS –

- a. Mason/Dixon/Arc Corner Heritage Interpretation and Connectivity Plan – Brandywine Conservancy
- b. Air Quality (H2S)/Phorid Update – American Mushroom Institute. Comments were made by the following residents.
 - i. Don Morgan, 105 Brookline Ct.
 - ii. Tony Spadacchini – Concordville
 - iii. Ron Lupo
 - iv. Brendan Nerney
 - v. Suzanne – London Britain Twp.
 - vi. Richard Gaw – Chester County Press

11. PUBLIC SAFETY REPORTS (Quarterly Report)

12. MONTHLY MANAGER’S REPORT – Monthly Department Report (October) included in agenda packet for review.

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- a. **White Clay Point Settlement Agreement** – *consideration to approve the terms of the Second Amendment to the Settlement Agreement.*
Action: *Motion to approve entering into the agreement with Preit or successor subject to the following adjustments: Remove the name of the engineer who is named in the original agreement if there is a disagreement and have the agreement reflect that a mutually agreed upon engineer shall fill that role instead. Include a phasing schedule for road improvements prior to final land development made by Ms. Brodowski, seconded by Mr. Allaband. No discussion. All Ayes.*
- b. **Smedley Preserve MS4 Update** – *presentation on the Smedley Preserve MS4 project.*
Action: *No action presentation only.*
- c. **East End Hangar Development Project**–*consideration to authorize the PIB loan financing in the amount of \$593,000.00, pending approval of grant funding of \$700,000.00 from the PA State Capital Budget Program, to support the East End Hangar Development Project.*
Action: *Motion to authorize the PIB loan financing in the amount not to exceed \$593,000.00 pending approval of grant funding of \$700,000.00 from the PA State Capital Budget Program to support the East End Hanger Development Project made by Mr. Allaband, seconded by Mr. Unger. No discussion. All Ayes.*
- d. **147 Maple Ln. Waiver Request** – *consideration to approve the Subdivision and Land Development Ordinance (SLDO) waiver request.*
Action: *Motion to approve Subdivision and Land Development Ordinance waiver request made by Mr. Allaband, seconded by Mr. Unger. No discussion. All Ayes.*
- e. **1506 Yeatmans Station Rd.** – *consideration to approve the Natural Resource Protection Article waiver request.*

Action: Motion to approve the Natural Resource Protection Article Waiver request made by Mr. Allaband, seconded by Mr. Unger. No discussion. All Ayes.

f. **Pleasantville Farms Escrow Release #2** – consideration for a reduction of secured funds for Pleasantville Farms in the amount of \$38,587.22 leaving a balance of \$48,194.39

Action: Motion to approve reduction of secured funds for Pleasantville farms in the amount of \$38,587.22 leaving a balance of \$48,194.39 made by Mr. Allaband, seconded by Ms. Brodowski. No discussion. All Ayes.

g. **Copperleaf Ridge Escrow Release #8** – consideration for a reduction of secured funds for Copperleaf Ridge (formerly Rouse Chamberlain) in the amount of \$295,877.40, leaving a balance of \$655,220.15.

Action: Motion to approve reduction of secured funds for Copperleaf Ridge (formerly Rouse Chamberlain) in the amount of \$295,877.40, leaving a balance of 655,220.15 made by Ms. Brodowski, seconded by Mr. Allaband. No discussion. All Ayes.

h. **Resolution 2025-16 – Penn Green Rd. Detour** – consideration to approve Resolution 2025-016 for the Penn Green Detour Plan.

Action: Motion to approve Resolution 2025-016 for the Penn Green Detour Plan made by Mr. Unger, seconded by Ms. Brodowski. No discussion. All Ayes.

i. **Resolution 2025-17 – SCCEMS LSA Grant** – consideration to approve Resolution 2025-017 for an LSA Grant in the amount of \$77,387.26 for the Advanced Life Support (ALS) paramedic responder vehicle for Southern Chester County EMS (SCCEMS).

Action: Motion to approve Resolution 2025-017 for an LSA Grant in the amount of \$77,387.26 for the Advanced Life Support (ALS) paramedic responder vehicle for Southern Chester County EMS (SCCEMS) made by Ms. Brodowski, seconded by Mr. Unger. No discussion. All Ayes.

j. **Mason-Dixon/Arc Corner HIP** – consideration to accept the Mason-Dixon/Arc Corner Heritage Interpretation and Connectivity Plan as presented.

Action: Motion to accept the Mason-Dixon/Arc Corner Heritage Interpretation and Connectivity Plan as presented made by Ms. Brodowski, seconded by Mr. Unger. No discussion. All Ayes.

15. MANAGER’S REPORT –

- a. Communications Strategy Discussion
- b. Air Brakes Ordinance Discussion

16. LEGISLATION –

- i. Resolution 2025-016 – Penn Green Rd. Detour – Approved
- ii. Resolution 2025-017 – SCCEMS LSA Grant - Approved

ADJOURNMENT – motion to adjourn meeting @ 10:30 p.m. made by Mr. Unger, seconded by Ms. Brodowski. No discussion. All Ayes.

The next Board of Supervisor’s Meeting will be held on Monday, December 15th @ 7:00 p.m.

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

DATE: December 15, 2025

| FUND | UNPAID INVOICES TOTALS | PAID INVOICES TOTALS | INVOICES TOTALS |
|--------------------------------|---------------------------------------|-------------------------------------|----------------------------|
| 01 - GENERAL | \$109,431.03 | \$11,563.82 | \$120,994.85 |
| 03 - FIRE | \$7,804.50 | \$0.00 | \$7,804.50 |
| 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 | \$87,783.94 | \$35,730.00 | \$123,513.94 |
| 30 - CAPITAL | \$30,015.82 | \$1,648.10 | \$31,663.92 |
| 31 - OPEN SPACE | \$3,900.62 | \$0.00 | \$3,900.62 |
| 33 - AIRPORT CAPITAL FUND | \$0.00 | \$543,060.24 | \$543,060.24 |
| 34 - CAPITAL RESERVE FUND | \$0.00 | \$0.00 | \$0.00 |
| 35 - STATE LIQUID FUELS | \$0.00 | \$0.00 | \$0.00 |
| TOTALS | \$238,935.91 | \$592,002.16 | \$830,938.07 |

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 |
|--|-----------------|--|---------|--------------|------------|----------------|-----------------|--------------------------|-------------------|
| 01 | | | | | | | | | |
| 2001 Delaware Valley Health Trust | | | | | | | | | |
| 30646 | 6 | Medical/Rx & Dental - Manager | Invoice | 12/01/2025 | 01/01/2026 | 1,973.00 | | 1,973.00 | 01-401-156 |
| 8165 The Hartford | | | | | | | | | |
| 6694679655 | 1 | LIFE; AD&D; STD; LTD - Admin | Invoice | 12/01/2025 | 01/01/2026 | 97.02 | | 97.02 | 01-401-158 |
| 7550 Southern Chester County | | | | | | | | | |
| 60995 | 1 | Membership Renewal FY 2026 | Invoice | 11/20/2025 | 12/15/2025 | 275.00 | | 275.00 | 01-401-420 |
| 2001 Delaware Valley Health Trust | | | | | | | | | |
| 30646 | 4 | Medical/Rx & Dental - Finance | Invoice | 12/01/2025 | 01/01/2026 | 2,450.00 | | 2,450.00 | 01-402-156 |
| 8165 The Hartford | | | | | | | | | |
| 6694679655 | 2 | LIFE; AD&D; STD; LTD - Finance | Invoice | 12/01/2025 | 01/01/2026 | 210.35 | | 210.35 | 01-402-158 |
| 9268 Berkheimer Tax Administrator | | | | | | | | | |
| 275 | 1 | Amusement Tax #275 | Invoice | 12/08/2025 | 12/15/2025 | 20.88 | | 20.88 | 01-403-450 |
| 4495 Lamb McErlane, PC | | | | | | | | | |
| 287256,2872 | 1 | 130174-0001 General | Invoice | 12/08/2025 | 12/15/2025 | 7,277.50 | | 7,277.50 | 01-404-314 |
| 287256,2872 | 2 | Acct #130174-0267 NGH - Splash | Invoice | 12/08/2025 | 12/15/2025 | 6,303.75 | | 6,303.75 | 01-404-314 |
| 287256,2872 | 3 | 130174-0268 Toughkenamon Streetsca | Invoice | 12/08/2025 | 12/15/2025 | 1,951.22 | | 1,951.22 | 01-404-314 |
| 2001 Delaware Valley Health Trust | | | | | | | | | |
| 30646 | 5 | Medical/Rx & Dental - General | Invoice | 12/01/2025 | 01/01/2026 | 3,525.00 | | 3,525.00 | 01-406-156 |
| 8165 The Hartford | | | | | | | | | |
| 6694679655 | 4 | LIFE; AD&D; STD; LTD - General | Invoice | 12/01/2025 | 01/01/2026 | 124.09 | | 124.09 | 01-406-158 |
| 4710 Lowe's | | | | | | | | | |
| 7431 | 1 | 3 packs of toilet paper (women bathroo | Invoice | 12/10/2025 | 12/15/2025 | 74.31 | | 74.31 | 01-406-210 |
| 9599 Amazon Capital Services | | | | | | | | | |
| 13-TL-DJIG- | 1 | Office Supplies (keyboard, wireless mo | Invoice | 12/08/2025 | 12/15/2025 | 121.39 | | 121.39 | 01-406-210 |
| 1950 21st Century Media | | | | | | | | | |
| 2770140 | 1 | Ad# Notice of Zoning Hearing Board | Invoice | 11/20/2025 | 12/15/2025 | 429.51 | | 429.51 | 01-406-341 |
| 2776544,277 | 1 | Ad #2730756 - Zoning Task Task Force | Invoice | 12/10/2025 | 12/15/2025 | 157.65 | | 157.65 | 01-406-341 |
| 9348 American Solutions for Busines | | | | | | | | | |
| 08558397 | 1 | Envelopes with BOS Address/5,000 | Invoice | 11/20/2025 | 12/15/2025 | 483.87 | | 483.87 | 01-406-342 |
| 2960 General Code Publishers | | | | | | | | | |
| GC00132856 | 1 | Annual Maintenance for eCode360 | Invoice | 12/08/2025 | 12/15/2025 | 1,195.00 | | 1,195.00 | 01-406-450 |
| 1680 COMCAST CABLE | | | | | | | | | |
| 0010029945 | 1 | Admin Business Voice Acct 708888302 | Invoice | 11/26/2025 | 12/15/2025 | 779.03 | | 779.03 | 01-407-321 |
| 3424923333. | 1 | Admin Business Voice Acct 708892019 | Invoice | 11/26/2025 | 12/15/2025 | 81.76 | | 81.76 | 01-407-321 |
| 1683 Comcast Business Voice | | | | | | | | | |
| 8499101360 | 1 | Acct 8499101360172206 Public Works | Invoice | 11/20/2025 | 12/15/2025 | 280.90 | | 280.90 | 01-407-321 |
| 8499101360 | 1 | acct 8499 10 136 0060732 | Invoice | 11/20/2025 | 12/15/2025 | 371.76 | | 371.76 | 01-407-325 |
| 7010 PC Solutions, Inc. | | | | | | | | | |
| CW124564 | 1 | Maintenance Agreement | Invoice | 11/20/2025 | 12/15/2025 | 695.00 | | 695.00 | 01-407-452 |
| CW124623 | 1 | Microsoft 365 | Invoice | 11/20/2025 | 12/15/2025 | 431.80 | | 431.80 | 01-407-452 |
| CW124797 | 1 | SOPHOS MSP Agreement New Garden | Invoice | 12/08/2025 | 12/15/2025 | 396.66 | | 396.66 | 01-407-452 |
| 4975 Bowman Consulting Group, Ltd | | | | | | | | | |
| 1100750-831 | 1 | Project 310337-01-001 Thompson Tract | Invoice | 11/26/2025 | 12/15/2025 | 8,030.00 | | 8,030.00 | 01-408-312 |
| 529-581,582, | 2 | Project 310010-25-001 Limestone Rd (| Invoice | 12/08/2025 | 12/15/2025 | 2,241.25 | | 2,241.25 | 01-408-312 |
| 529-581,582, | 5 | Project 310337-01-001 Thompson Tract | Invoice | 12/08/2025 | 12/15/2025 | 1,879.70 | | 1,879.70 | 01-408-312 |
| 8570 AECOM Technical Services, Inc. | | | | | | | | | |
| 2001080763 | 1 | 163 Sheehan Road - Project 60737232 | Invoice | 11/20/2025 | 12/15/2025 | 505.00 | | 505.00 | 01-408-312 |
| 9281 Pennoni Associates, Inc | | | | | | | | | |
| 24093 | 2 | NGTWP00101 White Clay Point | Invoice | 11/21/2025 | 12/15/2025 | 252.00 | | 252.00 | 01-408-312 |
| 24093 | 3 | NGTWP00158 Copperleaf Ridge | Invoice | 11/21/2025 | 12/15/2025 | 2,624.00 | | 2,624.00 | 01-408-312 |
| 24093 | 4 | NGTWP00163 Stonebridge at Longwoo | Invoice | 11/21/2025 | 12/15/2025 | 2,419.25 | | 2,419.25 | 01-408-312 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Discount Amount | Net Invoice Check Amount | GL Account Number |
|--|-----------------|---|---------|--------------|------------|----------------|-----------------|--------------------------|-------------------|
| 24093 | 5 | NGTWP00170 Pleasantville Farm | Invoice | 11/21/2025 | 12/15/2025 | 1,109.50 | | 1,109.50 | 01-408-312 |
| 24093 | 6 | NGTWP00174 New Garden Elementar | Invoice | 11/21/2025 | 12/15/2025 | 359.25 | | 359.25 | 01-408-312 |
| 24093 | 8 | NGTWP07024 Qfix, 420 Church Road | Invoice | 11/21/2025 | 12/15/2025 | 319.50 | | 319.50 | 01-408-312 |
| 4975 Bowman Consulting Group, Ltd | | | | | | | | | |
| 1100750-831 | 2 | Project 310010-25-004 White Clay Poin | Invoice | 11/26/2025 | 12/15/2025 | 422.50 | | 422.50 | 01-408-313 |
| 1100750-831 | 3 | Project 310010-01-001 | Invoice | 11/26/2025 | 12/15/2025 | 2,555.00 | | 2,555.00 | 01-408-313 |
| 529-581,582, | 1 | Project 310010-01-001 | Invoice | 12/08/2025 | 12/15/2025 | 4,238.75 | | 4,238.75 | 01-408-313 |
| 529-581,582, | 3 | Project 310010-25-002 Truck Restrictio | Invoice | 12/08/2025 | 12/15/2025 | 425.00 | | 425.00 | 01-408-313 |
| 529-581,582, | 4 | Project 310010-25-004 White Clay Poin | Invoice | 12/08/2025 | 12/15/2025 | 2,608.75 | | 2,608.75 | 01-408-313 |
| 529-581,582, | 6 | Project 310647-01-001 Main St & Newa | Invoice | 12/08/2025 | 12/15/2025 | 433.70 | | 433.70 | 01-408-313 |
| 8570 AECOM Technical Services, Inc. | | | | | | | | | |
| 2001085126 | 1 | 60771431-NGT 157 MAPLE LANE REV | Invoice | 12/08/2025 | 12/15/2025 | 707.00 | | 707.00 | 01-408-313 |
| 2001085143 | 1 | 60771301-NGT- BECKER PROPERTY | Invoice | 12/08/2025 | 12/15/2025 | 555.50 | | 555.50 | 01-408-313 |
| 9281 Pennoni Associates, Inc | | | | | | | | | |
| 24093 | 1 | NGTWP00000 General | Invoice | 11/21/2025 | 12/15/2025 | 294.00 | | 294.00 | 01-408-313 |
| 24093 | 7 | NGTWP00402 MS4_PRP | Invoice | 11/21/2025 | 12/15/2025 | 2,458.50 | | 2,458.50 | 01-408-313 |
| 24093 | 9 | NGTWP07028 East Penn RR Siding | Invoice | 11/21/2025 | 12/15/2025 | 1,548.00 | | 1,548.00 | 01-408-313 |
| 24093 | 10 | NGTWP07030 JD Mushroom, 238 Ellic | Invoice | 11/21/2025 | 12/15/2025 | 42.00 | | 42.00 | 01-408-313 |
| 24093 | 11 | NGTWP07031 1506 Yeatman's Station | Invoice | 11/21/2025 | 12/15/2025 | 336.00 | | 336.00 | 01-408-313 |
| 4710 Lowe's | | | | | | | | | |
| 970500,9780 | 1 | Two jugs of Tru-Fuel for Admin. power s | Invoice | 12/08/2025 | 12/15/2025 | 93.06 | | 93.06 | 01-409-251 |
| 6090 PECO ENERGY CO. | | | | | | | | | |
| 362284-1220 | 7 | 3527657000-Sign Shop | Invoice | 12/08/2025 | 12/15/2025 | 13.28 | | 13.28 | 01-409-360 |
| 362284-1220 | 16 | 8742762222-Garage | Invoice | 12/08/2025 | 12/15/2025 | 590.14 | | 590.14 | 01-409-360 |
| 362284-1220 | 2 | 1678601111-Park 2 | Invoice | 12/08/2025 | 12/15/2025 | 106.06 | | 106.06 | 01-409-361 |
| 362284-1220 | 6 | 3075856000-8934 Gap Newport Pke | Invoice | 12/08/2025 | 12/15/2025 | 75.43 | | 75.43 | 01-409-361 |
| 362284-1220 | 8 | 4515992000 NG Pavilion | Invoice | 12/08/2025 | 12/15/2025 | 12.16 | | 12.16 | 01-409-361 |
| 362284-1220 | 9 | 4618038000-Quonset Hut | Invoice | 12/08/2025 | 12/15/2025 | 67.46 | | 67.46 | 01-409-361 |
| 362284-1220 | 11 | 5737084000 Barn | Invoice | 12/08/2025 | 12/15/2025 | 46.47 | | 46.47 | 01-409-361 |
| 362284-1220 | 17 | 9435935000-NG Park Restrooms | Invoice | 12/08/2025 | 12/15/2025 | 100.48 | | 100.48 | 01-409-361 |
| 362284-1220 | 18 | 9519743000-NG Park Lites | Invoice | 12/08/2025 | 12/15/2025 | 48.93 | | 48.93 | 01-409-361 |
| 362284-1220 | 3 | 1843918000-NGT | Invoice | 12/08/2025 | 12/15/2025 | 1,240.23 | | 1,240.23 | 01-409-362 |
| 362284-1220 | 12 | 5871166000-Lite Sle Landenberg | Invoice | 12/08/2025 | 12/15/2025 | 811.86 | | 811.86 | 01-409-362 |
| 362284-1220 | 13 | 7300822000-Traffic Lights | Invoice | 12/08/2025 | 12/15/2025 | 80.27 | | 80.27 | 01-409-362 |
| 362284-1220 | 14 | 7644501111-0 McCue Rd | Invoice | 12/08/2025 | 12/15/2025 | 57.70 | | 57.70 | 01-409-362 |
| 1510 Chester Water Authority | | | | | | | | | |
| 4845637,484 | 1 | Acct #02575078989 8938 Gap Newport | Invoice | 12/10/2025 | 12/15/2025 | 495.00 | | 495.00 | 01-409-366 |
| 4845637,484 | 2 | Acct #02580000299 - 299 Starr Road | Invoice | 12/10/2025 | 12/15/2025 | 192.68 | | 192.68 | 01-409-366 |
| 1330 Chesco Security Inc. | | | | | | | | | |
| 949955 | 1 | Quarterly alarm system monitoring | Invoice | 12/08/2025 | 12/15/2025 | 89.85 | | 89.85 | 01-409-373 |
| 949955 | 2 | Alarm monitoring | Invoice | 12/08/2025 | 12/15/2025 | 45.00 | | 45.00 | 01-409-373 |
| 5150 Mike Singleton's Superior | | | | | | | | | |
| 310 | 1 | Vole & Pest Township Bldng-December | Invoice | 12/08/2025 | 12/15/2025 | 310.00 | | 310.00 | 01-409-373 |
| 2409 EcoClean By Design | | | | | | | | | |
| 112025-820 | 1 | Nox/2025 cleaning of Admin Building | Invoice | 12/10/2025 | 12/15/2025 | 820.00 | | 820.00 | 01-409-450 |
| 9312 Deerfield Mowing & Propery Mnt | | | | | | | | | |
| 2568 | 1 | Mowing & Trimming NGT 11/14 | Invoice | 12/09/2025 | 12/15/2025 | 576.66 | | 576.66 | 01-409-452 |
| 1490 Brandywine Valley SPCA | | | | | | | | | |
| 40844 | 1 | Chesco Emergency Fee | Invoice | 12/08/2025 | 12/15/2025 | 260.00 | | 260.00 | 01-410-452 |
| 9312 Deerfield Mowing & Propery Mnt | | | | | | | | | |
| 2568 | 3 | Mowing & Trimming Police Station 11/1 | Invoice | 12/09/2025 | 12/15/2025 | 576.67 | | 576.67 | 01-410-452 |
| 2001 Delaware Valley Health Trust | | | | | | | | | |
| 30646 | 3 | Medical/Rx & Dental - Codes | Invoice | 12/01/2025 | 01/01/2026 | 3,000.00 | | 3,000.00 | 01-413-156 |
| 8165 The Hartford | | | | | | | | | |
| 6694679655 | 3 | LIFE; AD&D; STD; LTD - Codes | Invoice | 12/01/2025 | 01/01/2026 | 212.89 | | 212.89 | 01-413-158 |
| 9295 Unruh,Turner,Burke & Frees,PC | | | | | | | | | |
| 230347 | 1 | Inv.230347 Pierson, II. Mark D.-Zoning | Invoice | 11/21/2025 | 12/15/2025 | 1,070.89 | | 1,070.89 | 01-414-314 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Discount Amount | Net Invoice Check Amount | GL Account Number |
|--|-----------------|--|---------|--------------|------------|----------------|-----------------|--------------------------|-------------------|
| 1950 21st Century Media | | | | | | | | | |
| 2776544,277 | 2 | Ad #2770140 - Zoning Hearing Board | Invoice | 12/10/2025 | 12/15/2025 | 429.51 | | 429.51 | 01-414-341 |
| 4830 Hagerty, Mark A. | | | | | | | | | |
| 11302025-68 | 1 | ZHB - Appearance Fee | Invoice | 12/08/2025 | 12/15/2025 | 150.00 | | 150.00 | 01-414-450 |
| 11302025-68 | 2 | ZHB - Pierson | Invoice | 12/08/2025 | 12/15/2025 | 533.25 | | 533.25 | 01-414-450 |
| 181 Republic Services #319 | | | | | | | | | |
| 0319-001144 | 1 | Refuse Twp Bldng | Invoice | 12/08/2025 | 12/15/2025 | 35.92 | | 35.92 | 01-426-450 |
| 0319-001144 | 2 | Recycling Twp Bldng | Invoice | 12/08/2025 | 12/15/2025 | 30.35 | | 30.35 | 01-426-450 |
| 0319-001144 | 3 | Refuse PW | Invoice | 12/08/2025 | 12/15/2025 | 160.00 | | 160.00 | 01-426-450 |
| 0319-001144 | 4 | Recycling PW | Invoice | 12/08/2025 | 12/15/2025 | 397.42 | | 397.42 | 01-426-450 |
| 1400 Chester County Health Dept. | | | | | | | | | |
| 2025-2 | 1 | SE PA Regional Household Hazardous | Invoice | 11/20/2025 | 12/15/2025 | 2,798.86 | | 2,798.86 | 01-427-451 |
| 2001 Delaware Valley Health Trust | | | | | | | | | |
| 30646 | 8 | Medical/Rx & Dental - Public Works | Invoice | 12/01/2025 | 01/01/2026 | 8,930.42 | | 8,930.42 | 01-430-156 |
| 8165 The Hartford | | | | | | | | | |
| 6694679655 | 6 | LIFE; AD&D; STD; LTD - Public Works | Invoice | 12/01/2025 | 01/01/2026 | 462.05 | | 462.05 | 01-430-158 |
| 2217 Dixie Land Energy, LLC | | | | | | | | | |
| 1020675.102 | 1 | 671.4 gallons of Diesel Fuel | Invoice | 11/26/2025 | 12/15/2025 | 1,991.72 | | 1,991.72 | 01-430-235 |
| 1020675.102 | 2 | 1,000 gallons of Gasoline | Invoice | 11/26/2025 | 12/15/2025 | 2,439.57 | | 2,439.57 | 01-430-235 |
| 1035904,103 | 1 | 800.50 gallons of Diesel Fuel | Invoice | 12/11/2025 | 12/15/2025 | 2,226.45 | | 2,226.45 | 01-430-235 |
| 1035904,103 | 2 | 1,100 gallons of Gasoline | Invoice | 12/11/2025 | 12/15/2025 | 2,403.02 | | 2,403.02 | 01-430-235 |
| 4710 Lowe's | | | | | | | | | |
| 970500,9780 | 2 | Jug of Tru-Fuel | Invoice | 12/08/2025 | 12/15/2025 | 46.53 | | 46.53 | 01-430-235 |
| 5540 CINTAS CORPORATION #100 | | | | | | | | | |
| 4249075498, | 1 | Weekly uniforms (11-06) | Invoice | 11/20/2025 | 12/15/2025 | 312.49 | | 312.49 | 01-430-238 |
| 4249075498, | 2 | Weekly uniforms (11-13) | Invoice | 11/20/2025 | 12/15/2025 | 312.49 | | 312.49 | 01-430-238 |
| 4250628545 | 1 | Weekly uniforms (11-20) | Invoice | 11/26/2025 | 12/15/2025 | 404.21 | | 404.21 | 01-430-238 |
| 4251341335, | 1 | Weekly uniforms (11-26) | Invoice | 12/08/2025 | 12/15/2025 | 419.55 | | 419.55 | 01-430-238 |
| 4251341335, | 2 | Weekly uniforms (12-04) | Invoice | 12/08/2025 | 12/15/2025 | 406.74 | | 406.74 | 01-430-238 |
| 4290 NAPA AUTO PARTS | | | | | | | | | |
| 137760 | 1 | Box of rags | Invoice | 12/08/2025 | 12/15/2025 | 73.48 | | 73.48 | 01-430-250 |
| 4474 L & L Carquest | | | | | | | | | |
| 9577187-409 | 2 | Three headlight bulbs for pickups and s | Invoice | 12/08/2025 | 12/15/2025 | 50.97 | | 50.97 | 01-430-250 |
| 9577187-409 | 3 | Ice scrapers for trucks | Invoice | 12/08/2025 | 12/15/2025 | 47.96 | | 47.96 | 01-430-250 |
| 9577-187673 | 1 | Tail light housing for '23 F-550 and car | Invoice | 12/11/2025 | 12/15/2025 | 94.80 | | 94.80 | 01-430-250 |
| 8925 Wilhelm's Service Center | | | | | | | | | |
| 90826 | 1 | Replacement of Cat. Converter for 201 | Invoice | 11/26/2025 | 12/15/2025 | 1,561.58 | | 1,561.58 | 01-430-250 |
| 90842 | 1 | Four tires for 2015 F-350 | Invoice | 11/20/2025 | 12/15/2025 | 1,001.04 | | 1,001.04 | 01-430-250 |
| 4956 McDonald, Timothy | | | | | | | | | |
| US-1726412 | 1 | Boot reimbursement for Tim McDonald | Invoice | 12/11/2025 | 12/15/2025 | 150.00 | | 150.00 | 01-430-261 |
| 9546 Lyle, Arthur | | | | | | | | | |
| 963375 | 1 | 2025 Boot allowance | Invoice | 11/20/2025 | 12/15/2025 | 150.00 | | 150.00 | 01-430-261 |
| 9658 Connor, Orville | | | | | | | | | |
| 525389 | 1 | Boot reimbursement for Orville Conner | Invoice | 12/11/2025 | 12/15/2025 | 134.99 | | 134.99 | 01-430-261 |
| 10362 Christopher Lipka | | | | | | | | | |
| 2795528 | 1 | 2025 Boot reimbursement | Invoice | 12/08/2025 | 12/15/2025 | 129.86 | | 129.86 | 01-430-261 |
| 4710 Lowe's | | | | | | | | | |
| 970500,9780 | 3 | Trash bags for shop | Invoice | 12/08/2025 | 12/15/2025 | 18.79 | | 18.79 | 01-430-373 |
| 2885 G & E Welding Supply | | | | | | | | | |
| 241471 | 1 | Tank Rental (Nov.) | Invoice | 11/20/2025 | 12/15/2025 | 33.75 | | 33.75 | 01-430-374 |
| 4474 L & L Carquest | | | | | | | | | |
| 9577-187302 | 1 | Gasket maker for chainsaws | Invoice | 11/26/2025 | 12/15/2025 | 6.29 | | 6.29 | 01-430-374 |
| 9577187-409 | 1 | Six jugs of antifreeze for roller watering | Invoice | 12/08/2025 | 12/15/2025 | 41.94 | | 41.94 | 01-430-374 |
| 7710 SEI Corporate Headquarters | | | | | | | | | |
| P0321808 | 1 | Lynch pins for backhoe bucket pins | Invoice | 11/26/2025 | 12/15/2025 | 10.50 | | 10.50 | 01-430-374 |
| 4710 Lowe's | | | | | | | | | |
| 986743.9271 | 1 | Pallet of Fast-set cement for Snap-Tite | Invoice | 11/26/2025 | 12/15/2025 | 388.95 | | 388.95 | 01-436-245 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Discount Amount | Net Invoice Check Amount | GL Account Number |
|---|-----------------|--|---------|--------------|------------|----------------|-----------------|--------------------------|-------------------|
| 986743.9271 | 2 | Pallet return | Invoice | 11/26/2025 | 12/15/2025 | 19.95- | | 19.95- | 01-436-245 |
| 986743.9271 | 3 | Five rolls of erosion matting | Invoice | 11/26/2025 | 12/15/2025 | 139.40 | | 139.40 | 01-436-245 |
| 6310 PETER LUMBER CO. | | | | | | | | | |
| 2511-282180 | 1 | (30) solid block for pipe replacement | Invoice | 11/20/2025 | 12/15/2025 | 101.40 | | 101.40 | 01-436-245 |
| 5824 PA One Call System Inc. | | | | | | | | | |
| 0001124794 | 1 | Monthly notifications | Invoice | 11/20/2025 | 12/15/2025 | 101.69 | | 101.69 | 01-436-450 |
| 2990 General Rental & Sales | | | | | | | | | |
| 157522 | 1 | Lift rental for Xmas light install at Town | Invoice | 12/09/2025 | 12/15/2025 | 379.00 | | 379.00 | 01-454-213 |
| 7450 | 1 | Statement balance | Invoice | 12/08/2025 | 12/15/2025 | 74.50 | | 74.50 | 01-454-245 |
| 9599 Amazon Capital Services | | | | | | | | | |
| 13TL-DJIG-T | 1 | Misc. event supplies | Invoice | 12/09/2025 | 12/15/2025 | 576.52 | | 576.52 | 01-454-247 |
| 9476 John Deere Financial | | | | | | | | | |
| SW90665 | 1 | Kubota RTV11 repairs | Invoice | 12/09/2025 | 12/15/2025 | 423.08 | | 423.08 | 01-454-374 |
| 9529 Solitude Lake Management LLC | | | | | | | | | |
| PS1201477, | 1 | NGH Pond Maintenance | Invoice | 12/10/2025 | 12/15/2025 | 482.25 | | 482.25 | 01-454-375 |
| PS1201477, | 2 | NGH Pond Maintenance | Invoice | 12/10/2025 | 12/15/2025 | 482.25 | | 482.25 | 01-454-375 |
| 9312 Deerfield Mowing & Property Mnt | | | | | | | | | |
| 2568 | 2 | Mowing & Trimming NGP 11/14 | Invoice | 12/09/2025 | 12/15/2025 | 576.67 | | 576.67 | 01-454-453 |
| 6184 PA RECREATION & PARK SOCIETY | | | | | | | | | |
| 6701 | 1 | PA Recreation & Park Society Members | Invoice | 12/09/2025 | 12/15/2025 | 140.00 | | 140.00 | 01-454-460 |
| 1410 Chester County Historic | | | | | | | | | |
| MD2026033 | 1 | 2026 Municipal Membership Renewal | Invoice | 12/10/2025 | 12/15/2025 | 125.00 | | 125.00 | 01-459-450 |
| Total 01: | | | | | | 109,431.03 | .00 | 109,431.03 | |
| 03 | | | | | | | | | |
| 1510 Chester Water Authority | | | | | | | | | |
| 4845774 | 1 | 02821078400- Public Fire Hydrants | Invoice | 12/08/2025 | 12/15/2025 | 7,804.50 | | 7,804.50 | 03-448-383 |
| Total 03: | | | | | | 7,804.50 | .00 | 7,804.50 | |
| 09 | | | | | | | | | |
| 2001 Delaware Valley Health Trust | | | | | | | | | |
| 30646 | 2 | Medical/Rx & Dental - Airport Admin | Invoice | 12/01/2025 | 01/01/2026 | 3,420.00 | | 3,420.00 | 09-440-156 |
| 365 Ascent Aviation Group, Inc. | | | | | | | | | |
| 1161082 | 1 | Inv 1161082 - 100LL AvGas delivery 11/ | Invoice | 11/26/2025 | 12/15/2025 | 38,073.88 | | 38,073.88 | 09-440-233 |
| 1161082- | 1 | Inv 1161082 - 100LL AvGas delivery 11/ | Invoice | 12/10/2025 | 12/15/2025 | 38,073.88 | | 38,073.88 | 09-440-233 |
| M332525 | 1 | Inv M332525 - AvGAs Refueler truck | Invoice | 12/10/2025 | 12/15/2025 | 700.00 | | 700.00 | 09-440-233 |
| 1510 Chester Water Authority | | | | | | | | | |
| 4828672 | 1 | Inv 4828672 - Base water charge + wat | Invoice | 12/10/2025 | 12/15/2025 | 994.31 | | 994.31 | 09-440-360 |
| 6090 PECO ENERGY CO. | | | | | | | | | |
| 0010029747 | 1 | 3424923333-0 Aiport Way East Hanger | Invoice | 11/26/2025 | 12/15/2025 | 190.49 | | 190.49 | 09-440-360 |
| 1284081222- | 1 | 1284081222-1235 Newark Rd-Airport | Invoice | 12/10/2025 | 12/15/2025 | 44.81 | | 44.81 | 09-440-360 |
| 6990 R. M. CROSSAN INC. (SERVICE NOT FUEL) | | | | | | | | | |
| 166032 | 1 | Inv 166032 - T/S thermostat, replaced a | Invoice | 12/10/2025 | 12/15/2025 | 326.95 | | 326.95 | 09-440-370 |
| 2409 EcoClean By Design | | | | | | | | | |
| 1790 | 1 | Inv 1790 - Nov Airport FBO/office cleani | Invoice | 12/10/2025 | 12/15/2025 | 580.00 | | 580.00 | 09-440-450 |
| 5150 Mike Singleton's Superior | | | | | | | | | |
| 112025-230 | 1 | Nov 21 Inv - Pest control services, FBO | Invoice | 12/10/2025 | 12/15/2025 | 230.00 | | 230.00 | 09-440-450 |
| 9050 Wm. P. McGovern, Inc. | | | | | | | | | |
| 186254 | 1 | Inv 186254 - Porta unit Reg service 11/ | Invoice | 12/10/2025 | 12/15/2025 | 285.00 | | 285.00 | 09-440-450 |
| 9929 Invoice Cloud, Inc | | | | | | | | | |
| 3063-205211 | 1 | Inv 3063-2025_11 Encrypted card read | Invoice | 12/10/2025 | 12/15/2025 | 30.00 | | 30.00 | 09-440-450 |
| 10367 Gabe Martin | | | | | | | | | |
| 320-10367 | 1 | Parking - Airshow Weekend | Invoice | 12/10/2025 | 12/15/2025 | 320.00 | | 320.00 | 09-440-455 |
| 9916 Hontanon, Ramon | | | | | | | | | |
| 0013 | 1 | Inv 0013 | Invoice | 12/10/2025 | 12/15/2025 | 35.00 | | 35.00 | 09-441-450 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Discount Amount | Net Invoice Check Amount | GL Account Number |
|--|-----------------|---|---------|--------------|------------|-------------------|-----------------|--------------------------|-------------------|
| 10359 Lyon Pro Pilot Services | | | | | | | | | |
| 526-2025 | 1 | Inv 11.13.25 - 10/19 Ground school inst | Invoice | 12/10/2025 | 12/15/2025 | 212.00 | | 212.00 | 09-441-450 |
| 526-2025 | 2 | Inv 12.1.25 - Flight and ground instructi | Invoice | 12/10/2025 | 12/15/2025 | 116.00 | | 116.00 | 09-441-450 |
| 526-2025 | 3 | Inv1172 - Ground instruction w/ flight sc | Invoice | 12/10/2025 | 12/15/2025 | 100.00 | | 100.00 | 09-441-450 |
| 526-2025 | 4 | 1181 Flight Instruction w/ Scholarship st | Invoice | 12/10/2025 | 12/15/2025 | 98.00 | | 98.00 | 09-441-450 |
| 2001 Delaware Valley Health Trust | | | | | | | | | |
| 30646 | 1 | Medical/Rx & Dental - Airport Maint | Invoice | 12/01/2025 | 01/01/2026 | 3,450.00 | | 3,450.00 | 09-447-156 |
| 8165 The Hartford | | | | | | | | | |
| 6694679655 | 7 | LIFE; AD&D; STD; LTD - Airport Maint | Invoice | 12/01/2025 | 01/01/2026 | 467.92 | | 467.92 | 09-447-158 |
| 9851 Flightline Drug Testing | | | | | | | | | |
| 25011300 | 1 | Inv 25011300 - Admin fees (6) active D | Invoice | 12/10/2025 | 12/15/2025 | 35.70 | | 35.70 | 09-447-252 |
| Total 09: | | | | | | 87,783.94 | .00 | 87,783.94 | |
| 30 | | | | | | | | | |
| 10073 Michael Baker International | | | | | | | | | |
| 1262214 | 1 | Project #200703 NGT Zoning Update | Invoice | 12/08/2025 | 12/15/2025 | 2,422.90 | | 2,422.90 | 30-406-700 |
| 10245 CashFlow Lease | | | | | | | | | |
| 305890 | 1 | Rental Charge-01/01/2026-03/31/2026 | Invoice | 12/08/2025 | 12/15/2025 | 6,085.00 | | 6,085.00 | 30-430-700 |
| 305891 | 1 | Rental Charge-10/02/2025-01/01/2025 | Invoice | 12/08/2025 | 12/15/2025 | 9,176.92 | | 9,176.92 | 30-430-700 |
| 9281 Pennoni Associates, Inc | | | | | | | | | |
| 24093 | 13 | NGTWP21018 Mercer Mill Road SWM | Invoice | 11/21/2025 | 12/15/2025 | 11,676.75 | | 11,676.75 | 30-446-700 |
| 24093 | 12 | NGTWP21013 Quonset Hut Restoratio | Invoice | 11/21/2025 | 12/15/2025 | 654.25 | | 654.25 | 30-454-700 |
| Total 30: | | | | | | 30,015.82 | .00 | 30,015.82 | |
| 31 | | | | | | | | | |
| 1680 COMCAST CABLE | | | | | | | | | |
| 2581033423 | 1 | 935415573-Garage at Smedley Preserv | Invoice | 12/10/2025 | 12/15/2025 | 923.56 | | 923.56 | 31-461-451 |
| 2001 Delaware Valley Health Trust | | | | | | | | | |
| 30646 | 7 | Medical/Rx & Dental - Parks | Invoice | 12/01/2025 | 01/01/2026 | 1,650.00 | | 1,650.00 | 31-461-451 |
| 6090 PECO ENERGY CO. | | | | | | | | | |
| 362284-1220 | 1 | 1643497000-Shop Avondale | Invoice | 12/08/2025 | 12/15/2025 | 99.19 | | 99.19 | 31-461-451 |
| 362284-1220 | 4 | 1879281222-Ampt Avondale | Invoice | 12/08/2025 | 12/15/2025 | 42.18 | | 42.18 | 31-461-451 |
| 362284-1220 | 5 | 1880815000-Barn 1 | Invoice | 12/08/2025 | 12/15/2025 | 37.37 | | 37.37 | 31-461-451 |
| 362284-1220 | 10 | 5620985000 Pool | Invoice | 12/08/2025 | 12/15/2025 | 49.64 | | 49.64 | 31-461-451 |
| 362284-1220 | 15 | 7677741222-Lambourne House | Invoice | 12/08/2025 | 12/15/2025 | 143.99 | | 143.99 | 31-461-451 |
| 8165 The Hartford | | | | | | | | | |
| 6694679655 | 5 | LIFE; AD&D; STD; LTD - Parks | Invoice | 12/01/2025 | 01/01/2026 | 176.11 | | 176.11 | 31-461-451 |
| 9120 Yo Sign Guy, Co. | | | | | | | | | |
| 201-2290 | 1 | F550 Lettering | Invoice | 12/09/2025 | 12/15/2025 | 235.00 | | 235.00 | 31-461-452 |
| 6992 R.M. Crossan Fuel | | | | | | | | | |
| F188803 | 1 | Fuel for Hiles property | Invoice | 12/09/2025 | 12/15/2025 | 543.58 | | 543.58 | 31-461-453 |
| Total 31: | | | | | | 3,900.62 | .00 | 3,900.62 | |
| Total : | | | | | | 238,935.91 | .00 | 238,935.91 | |
| Grand Totals: | | | | | | 238,935.91 | .00 | 238,935.91 | |

Summary by General Ledger Account Number

| GL Account Number | Debit | Credit | Net |
|-------------------|-----------|--------|-----------|
| 01-401-156 | 1,973.00 | .00 | 1,973.00 |
| 01-401-158 | 97.02 | .00 | 97.02 |
| 01-401-420 | 275.00 | .00 | 275.00 |
| 01-402-156 | 2,450.00 | .00 | 2,450.00 |
| 01-402-158 | 210.35 | .00 | 210.35 |
| 01-403-450 | 20.88 | .00 | 20.88 |
| 01-404-314 | 15,532.47 | .00 | 15,532.47 |
| 01-406-156 | 3,525.00 | .00 | 3,525.00 |
| 01-406-158 | 124.09 | .00 | 124.09 |
| 01-406-210 | 195.70 | .00 | 195.70 |
| 01-406-341 | 587.16 | .00 | 587.16 |
| 01-406-342 | 483.87 | .00 | 483.87 |
| 01-406-450 | 1,195.00 | .00 | 1,195.00 |
| 01-407-321 | 1,141.69 | .00 | 1,141.69 |
| 01-407-325 | 371.76 | .00 | 371.76 |
| 01-407-452 | 1,523.46 | .00 | 1,523.46 |
| 01-408-312 | 19,739.45 | .00 | 19,739.45 |
| 01-408-313 | 16,624.70 | .00 | 16,624.70 |
| 01-409-251 | 93.06 | .00 | 93.06 |
| 01-409-360 | 603.42 | .00 | 603.42 |
| 01-409-361 | 456.99 | .00 | 456.99 |
| 01-409-362 | 2,190.06 | .00 | 2,190.06 |
| 01-409-366 | 687.68 | .00 | 687.68 |
| 01-409-373 | 444.85 | .00 | 444.85 |
| 01-409-450 | 820.00 | .00 | 820.00 |
| 01-409-452 | 576.66 | .00 | 576.66 |
| 01-410-452 | 836.67 | .00 | 836.67 |
| 01-413-156 | 3,000.00 | .00 | 3,000.00 |
| 01-413-158 | 212.89 | .00 | 212.89 |
| 01-414-314 | 1,070.89 | .00 | 1,070.89 |
| 01-414-341 | 429.51 | .00 | 429.51 |
| 01-414-450 | 683.25 | .00 | 683.25 |
| 01-426-450 | 623.69 | .00 | 623.69 |
| 01-427-451 | 2,798.86 | .00 | 2,798.86 |
| 01-430-156 | 8,930.42 | .00 | 8,930.42 |
| 01-430-158 | 462.05 | .00 | 462.05 |
| 01-430-235 | 9,107.29 | .00 | 9,107.29 |
| 01-430-238 | 1,855.48 | .00 | 1,855.48 |
| 01-430-250 | 2,829.83 | .00 | 2,829.83 |
| 01-430-261 | 564.85 | .00 | 564.85 |
| 01-430-373 | 18.79 | .00 | 18.79 |
| 01-430-374 | 92.48 | .00 | 92.48 |
| 01-436-245 | 629.75 | 19.95- | 609.80 |
| 01-436-450 | 101.69 | .00 | 101.69 |
| 01-454-213 | 379.00 | .00 | 379.00 |
| 01-454-245 | 74.50 | .00 | 74.50 |
| 01-454-247 | 576.52 | .00 | 576.52 |
| 01-454-374 | 423.08 | .00 | 423.08 |
| 01-454-375 | 964.50 | .00 | 964.50 |
| 01-454-453 | 576.67 | .00 | 576.67 |
| 01-454-460 | 140.00 | .00 | 140.00 |
| 01-459-450 | 125.00 | .00 | 125.00 |
| 03-448-383 | 7,804.50 | .00 | 7,804.50 |
| 09-440-156 | 3,420.00 | .00 | 3,420.00 |
| 09-440-233 | 76,847.76 | .00 | 76,847.76 |
| 09-440-360 | 1,229.61 | .00 | 1,229.61 |
| 09-440-370 | 326.95 | .00 | 326.95 |
| 09-440-450 | 1,125.00 | .00 | 1,125.00 |

Summary by General Ledger Account Number

| GL Account Number | Debit | Credit | Net |
|----------------------|-------------------|---------------|-------------------|
| 09-440-455 | 320.00 | .00 | 320.00 |
| 09-441-450 | 561.00 | .00 | 561.00 |
| 09-447-156 | 3,450.00 | .00 | 3,450.00 |
| 09-447-158 | 467.92 | .00 | 467.92 |
| 09-447-252 | 35.70 | .00 | 35.70 |
| 30-406-700 | 2,422.90 | .00 | 2,422.90 |
| 30-430-700 | 15,261.92 | .00 | 15,261.92 |
| 30-446-700 | 11,676.75 | .00 | 11,676.75 |
| 30-454-700 | 654.25 | .00 | 654.25 |
| 31-461-451 | 3,122.04 | .00 | 3,122.04 |
| 31-461-452 | 235.00 | .00 | 235.00 |
| 31-461-453 | 543.58 | .00 | 543.58 |
| Grand Totals: | 238,955.86 | 19.95- | 238,935.91 |

Summary by General Ledger Posting Period

| GL Posting Period | Debit | Credit | Net |
|----------------------|-------------------|---------------|-------------------|
| 11/25 | 90,523.33 | 19.95- | 90,503.38 |
| 12/25 | 148,432.53 | .00 | 148,432.53 |
| Grand Totals: | 238,955.86 | 19.95- | 238,935.91 |

Report Criteria:

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

Report Criteria:
 Detail report type printed

| Vendor Number | Name | Invoice Number | Description | Seq | Invoice Date | Invoice Amount | Discount Amount | Check Amount | Check Number | Check Issue Date |
|---------------|-----------------------------|----------------|----------------------------|-----|--------------|----------------|-----------------|--------------|--------------|------------------|
| 8795 | CivicPlus, Inc. | 349576 | Annual Website hosting & s | 1 | 11/01/2025 | 5,664.12 | .00 | 5,664.12 | 10272502 | 11/20/2025 |
| Total 8795: | | | | | | 5,664.12 | .00 | 5,664.12 | | |
| 10076 | Poplar Grove Airmotive, Inc | 107952 | Inv 107952 - N63524 Over | 1 | 11/06/2025 | 35,650.00 | .00 | 35,650.00 | 10272510 | 11/20/2025 |
| Total 10076: | | | | | | 35,650.00 | .00 | 35,650.00 | | |
| 10102 | Go-N-Play, LLC | 11222025 | Yard Games for 11/22 5K e | 1 | 11/19/2025 | 159.00 | .00 | 159.00 | 32240 | 11/19/2025 |
| Total 10102: | | | | | | 159.00 | .00 | 159.00 | | |
| 10290 | DiRocco Bros, Inc. | GRANT-C92 | RFR#7 Grant# C92000365 | 1 | 07/28/2025 | 543,060.24 | .00 | 543,060.24 | 0 | 12/01/2025 |
| Total 10290: | | | | | | 543,060.24 | .00 | 543,060.24 | | |
| 10345 | Higginson, Ian | 0917205-80 | Airshow Parking - Saturday | 1 | 09/17/2025 | 80.00 | .00 | 80.00 | Multiple | Multiple |
| Total 10345: | | | | | | 80.00 | .00 | 80.00 | | |
| 10361 | Rodriguez, Mateo | 12012025 | Imminent Domain - Tough | 1 | 12/01/2025 | 1,648.10 | .00 | 1,648.10 | 1562 | 12/01/2025 |
| Total 10361: | | | | | | 1,648.10 | .00 | 1,648.10 | | |
| 10366 | Mendenhall Inn | 12092025 | 2025 New Garden Employ | 1 | 12/09/2025 | 5,740.70 | .00 | 5,740.70 | 32284 | 12/09/2025 |
| Total 10366: | | | | | | 5,740.70 | .00 | 5,740.70 | | |
| Grand Totals: | | | | | | 592,002.16 | .00 | 592,002.16 | | |

Monthly Manager Report

November 2025



Upcoming Calendar of Events

Major Public Meetings

- Zoning Ordinance & Map Update - Public Hearing #3 Wednesday, December 17, 2025
 - Start time @ 7 PM
 - Final Planning Commission review of Zoning Ordinance & Map
- Zoning Ordinance & Map Update - Recommendation Monday, January 26, 2026 (**3rd Monday is Martin Luther King Day)
 - Start time @ 7 PM
 - Board of Supervisors recommends advertising the Zoning Ordinance & Map
 - Initiates 45-day review
- Zoning Ordinance & Map Update - Public Hearing #4 Monday, March 16, 2026
 - Start time @ 7 PM
 - Final Board of Supervisors review of Zoning Ordinance & Map

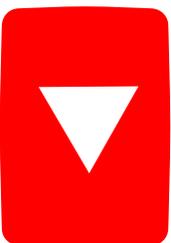
Events & Holidays

- Christmas Eve & Day December 24 & 25, 2025
- New Year's Day Thursday, January 1, 2026
- FY26 Organization Meeting Monday, January 5, 2026
- Martin Luther King Day Monday, January 19, 2026



Communications

| FACEBOOK | October | November |
|------------------------------|---------|----------|
| Post Reach | 30,434 | 130,252 |
| Post Engagement | 301 | 736 |
| New Page Likes | 29 | 90 |
| YOUTUBE | October | November |
| Total Subscribers | 158 | 158 |
| Total Views | 343 | 343 |
| Watch Time Hours | 107.6 | 107.6 |
| WEBSITE | October | November |
| Total Views | 8,302 | 10,152 |
| Users | 2,985 | 4,542 |
| Viewed News Flash | 56 | 79 |
| Viewed Agendas/Minutes | 710 | 673 |
| Viewed Forms, Permits & Fees | 287 | 241 |
| Viewed Calendar | 208 | 355 |

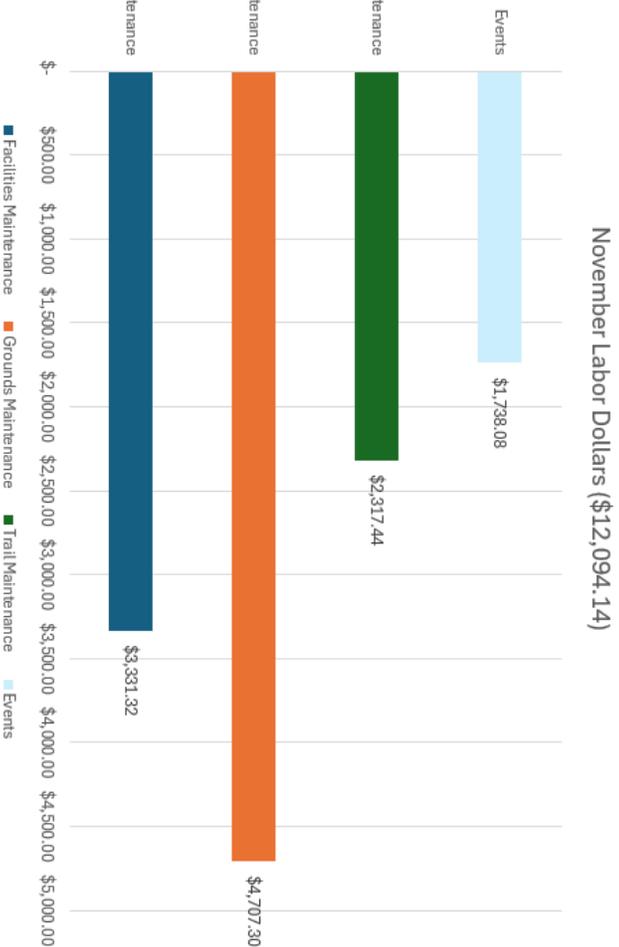
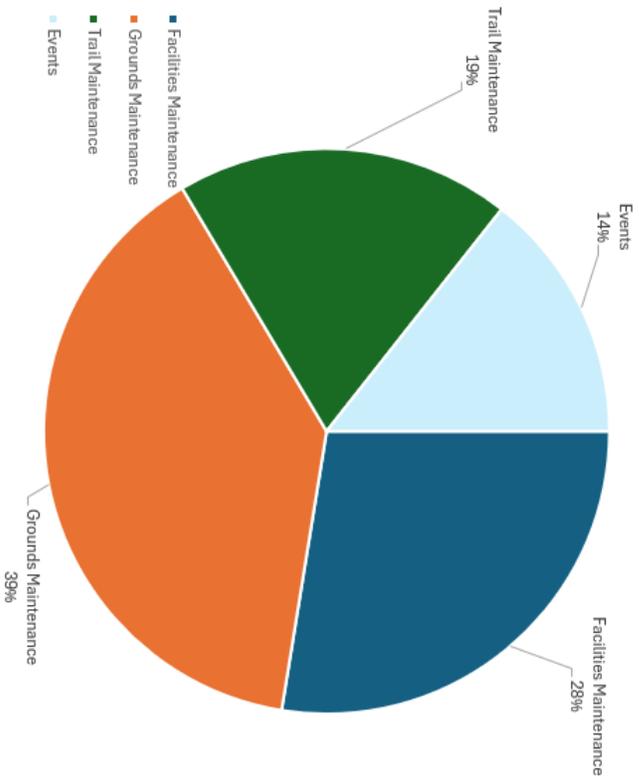


Communications

| Code Enforcement | |
|--|--------------------|
| Issue | Open/Closed |
| | |
| | |
| Public Works | |
| Issue | Open/Closed |
| Chairgate Circle - roads cracked, have holes in them, pieces of street falling apart | Open |
| Hazardous Tree - Southwood + Burtonwood Rd. at the stop sign. In hazardous condition. | Open |
| | |
| | |
| General Concern | |
| Issue | Open/Closed |
| 14 White Clay Drive - Big container dropped on street. Dog barking non-stop on deck creating a nuisance. | Open |

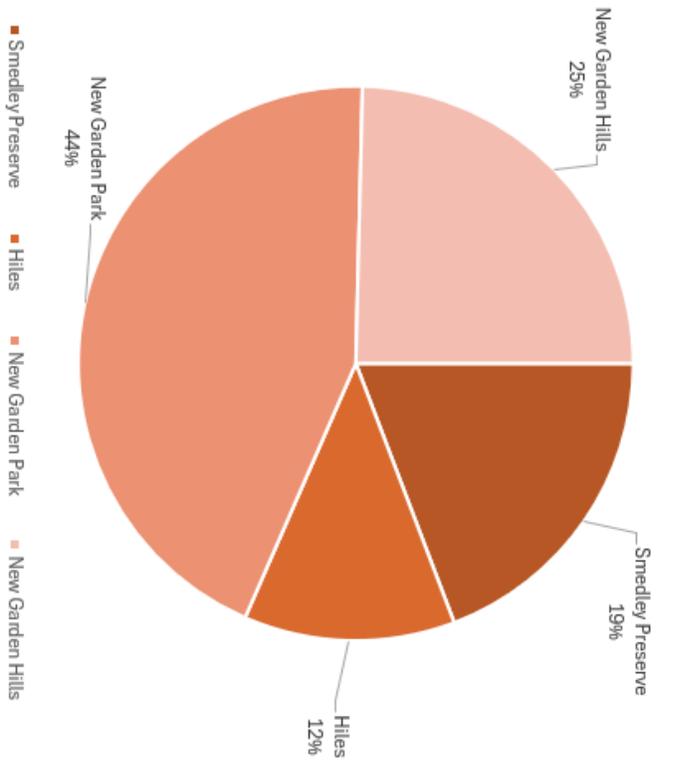


Parks & Open Space

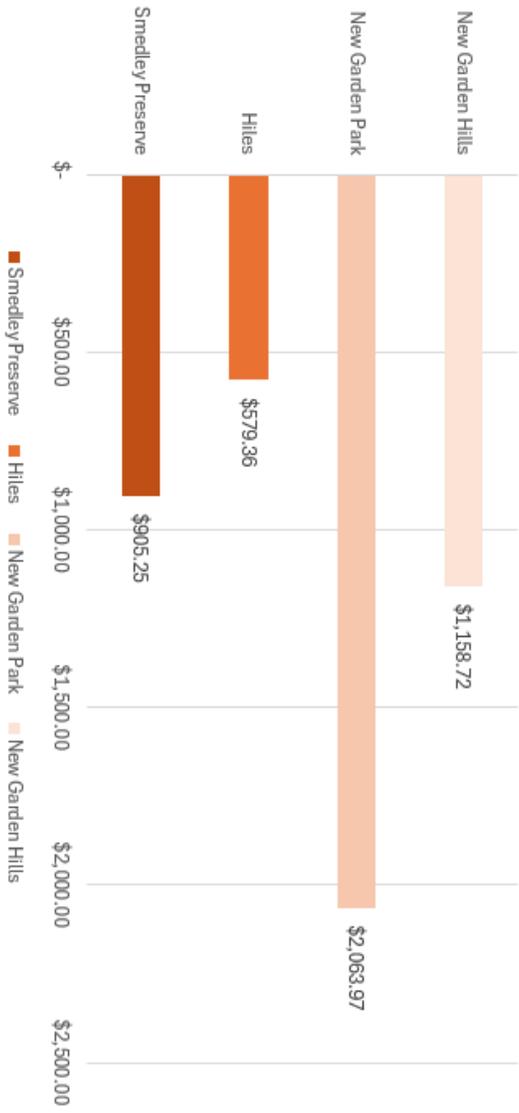


Parks & Open Space

Grounds (39% of November labor)

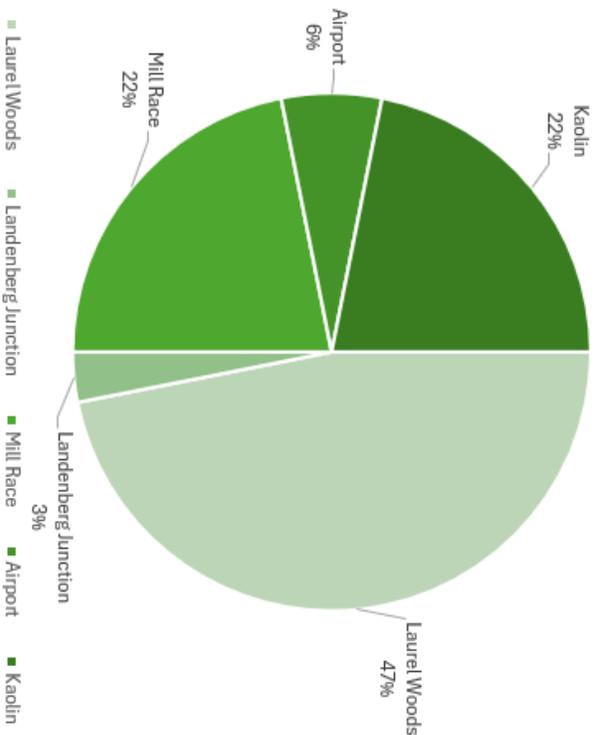


Grounds Labor Dollars (\$4,707.30)

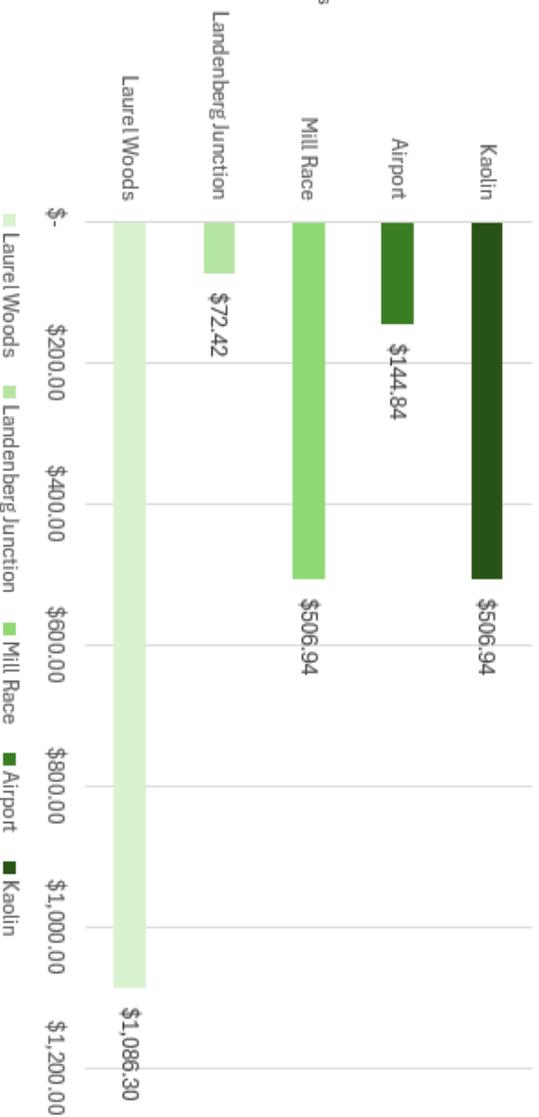


Parks & Open Space

Trails (19% of November Labor)

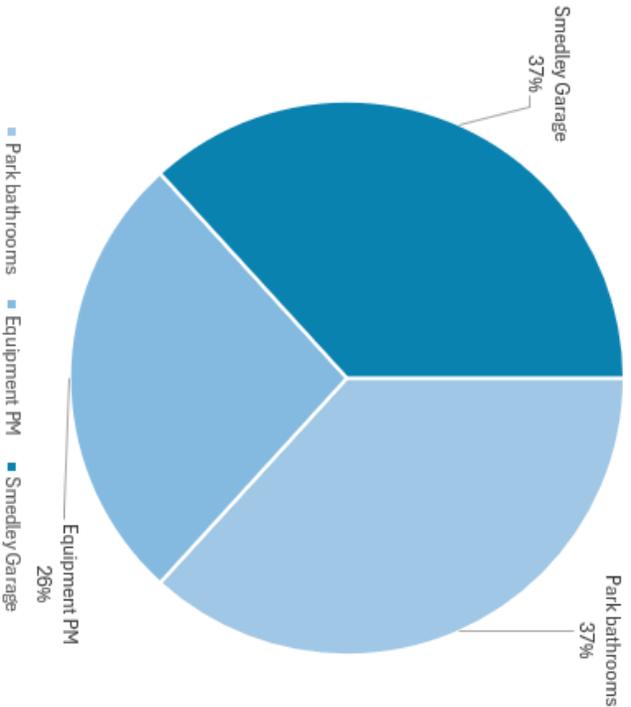


Trail Labor Dollars (\$2,317.44)

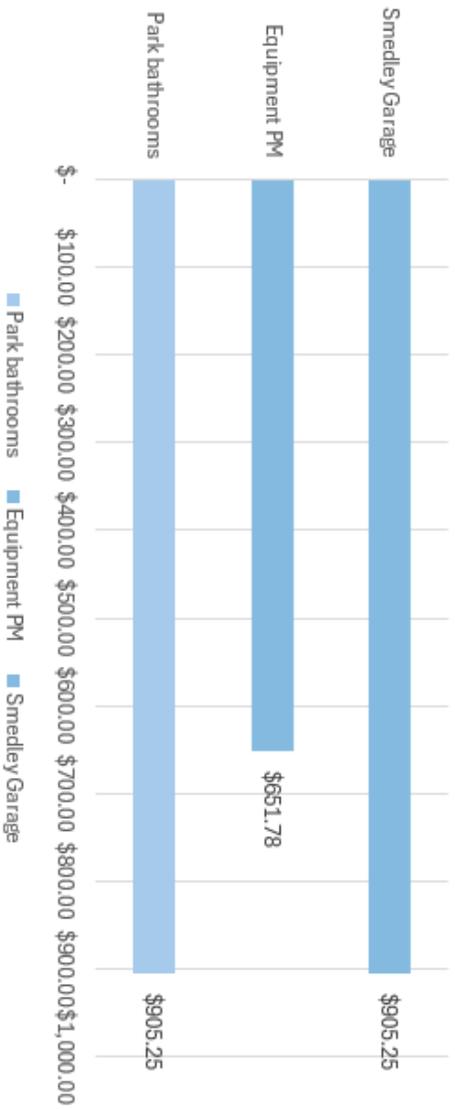


Parks & Open Space

Facilities (28% of November labor)

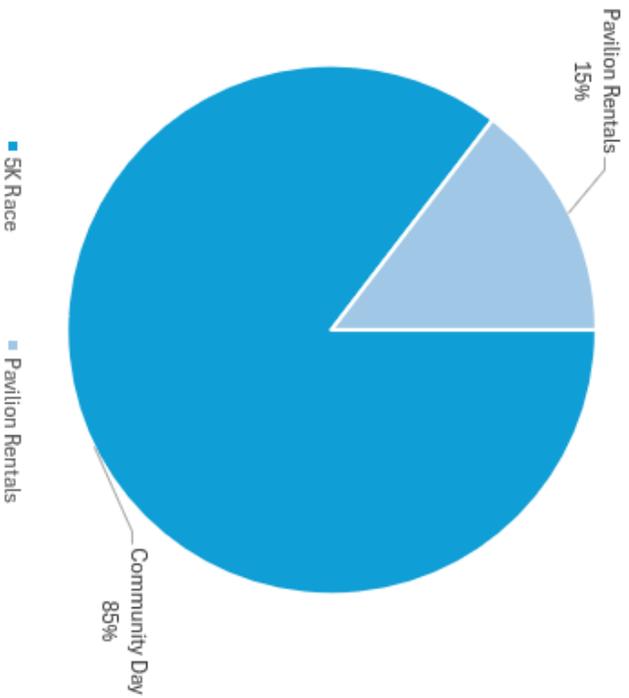


Facilities Labor Dollars (\$3,331.32)

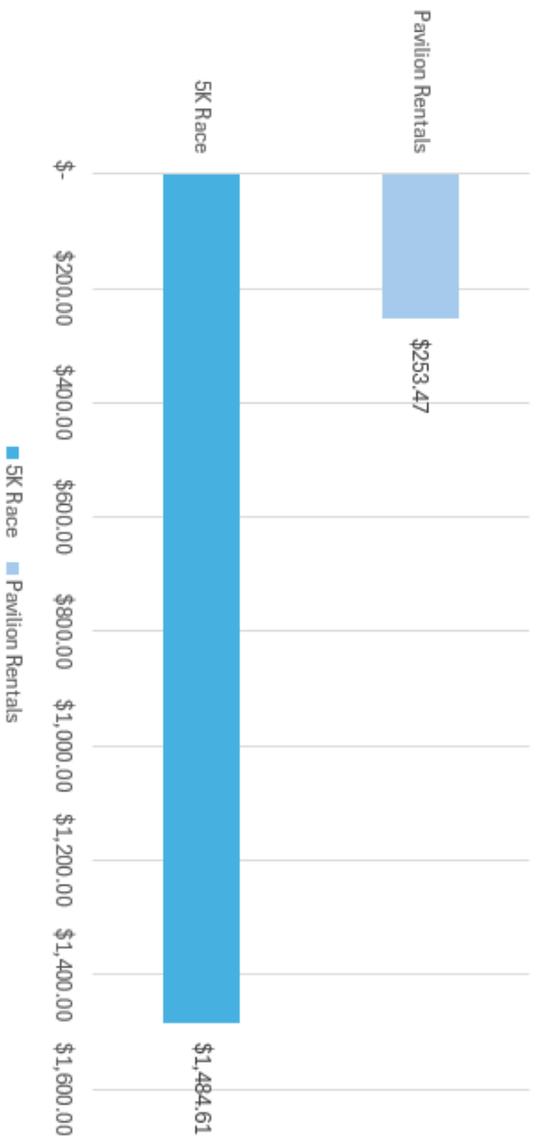


Parks & Open Space

Events (21% of November Labor)

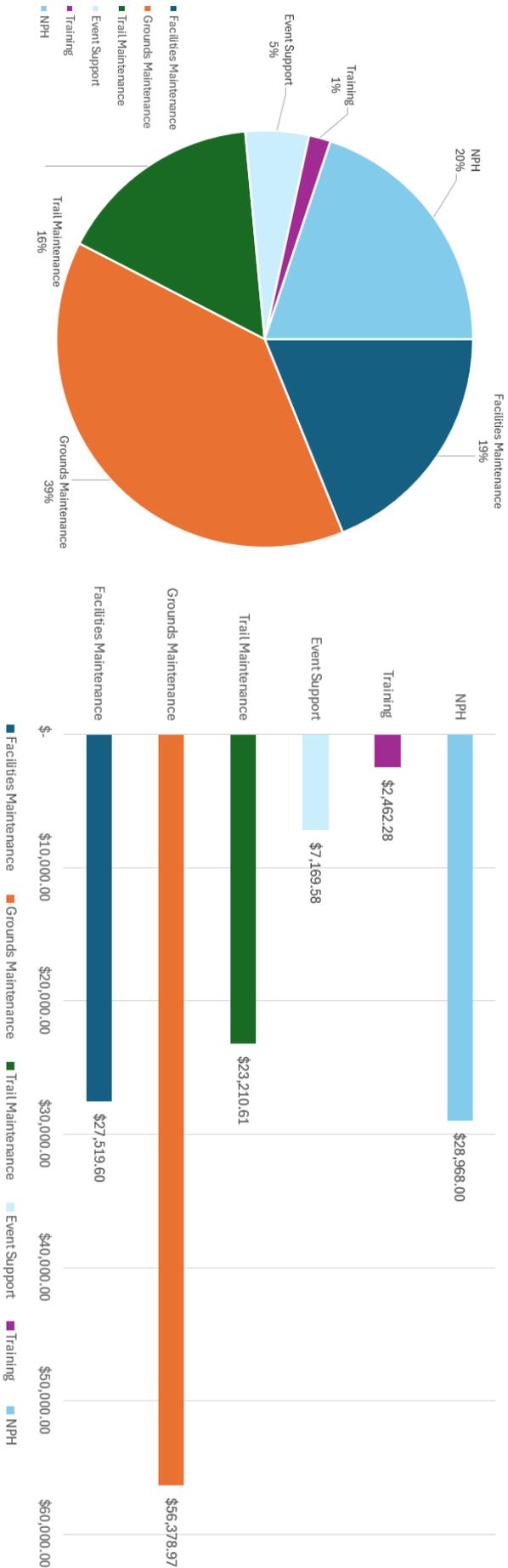


Event Labor Dollars (\$1,738.08)



Parks & Open Space

2025 Total Labor Dollars (\$145,709.04)



Community Development

Development Applications

Conditional Use Applications

- None
- Land Development Applications**
 - White Clay Point
- Land Development Projects**
 - No New Projects

Fire Marshal

Investigations/ Complaints

- Month – 4
- YTD - 52
- Dollar Loss Value - \$1,000.00
- YTD Loss Value – \$766,900.00
- Types
 - Fire alarm
 - Brush/woods

Zoning Variance and Appeal Applications

Zoning Hearing Board

- 191 Laurel Heights Rd – Variance for minimum lot width at right-of-way - Approved

Life Safety Inspections

- Month - 13
- YTD – 119

Boards & Commissions

Board of Supervisors

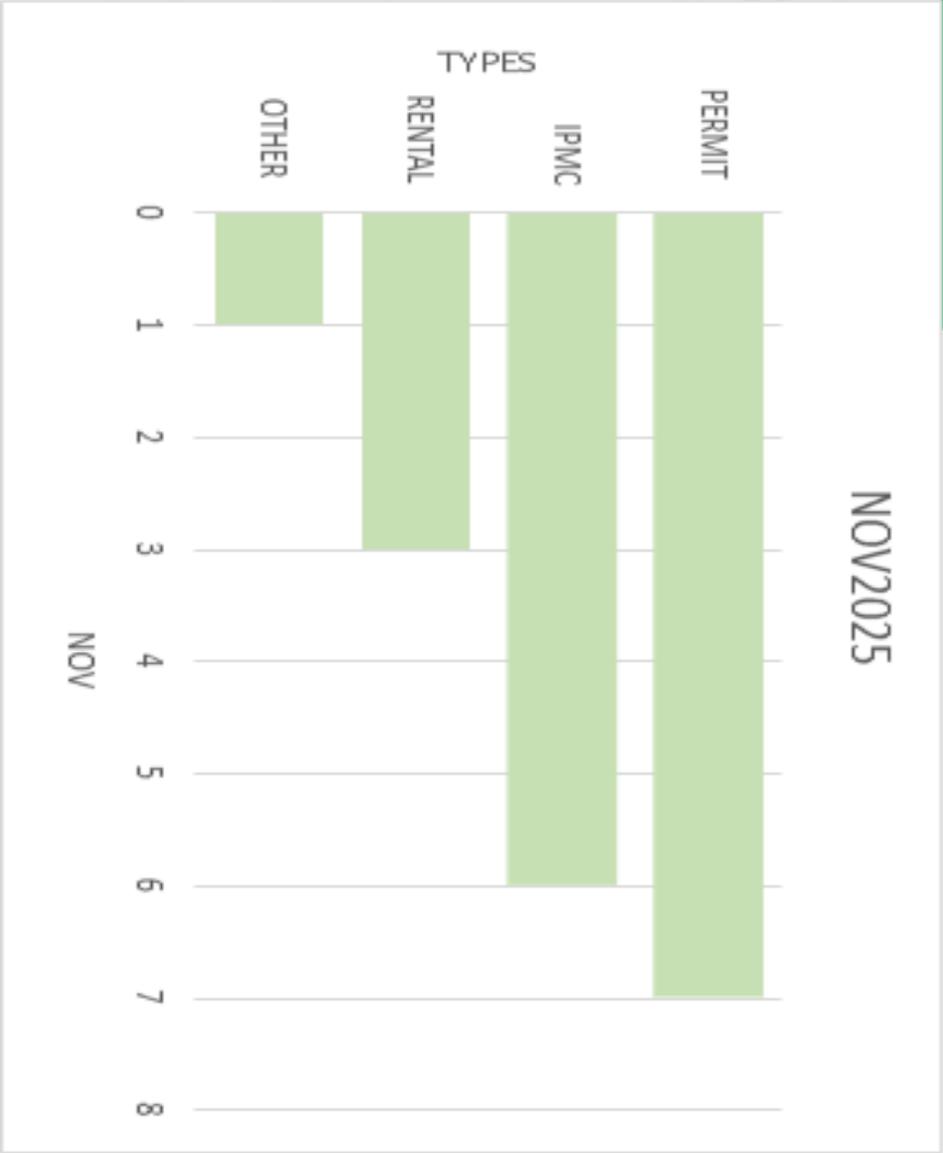
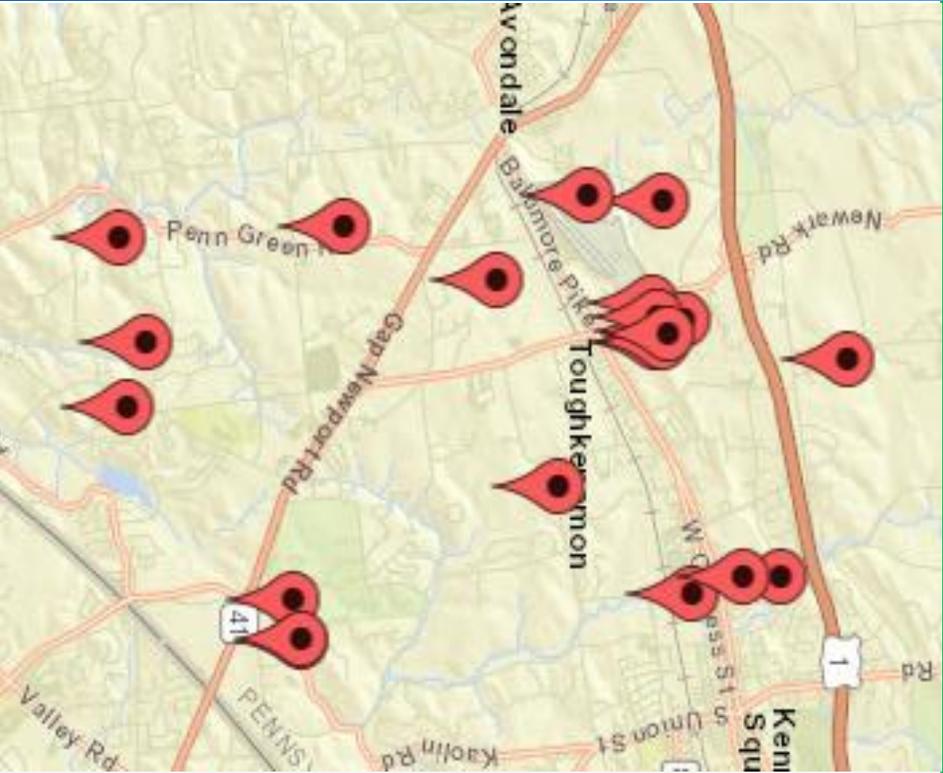
- Penn Green/Santili detour for pipe crossing on Penn Green Rd - Approved

Planning Commission

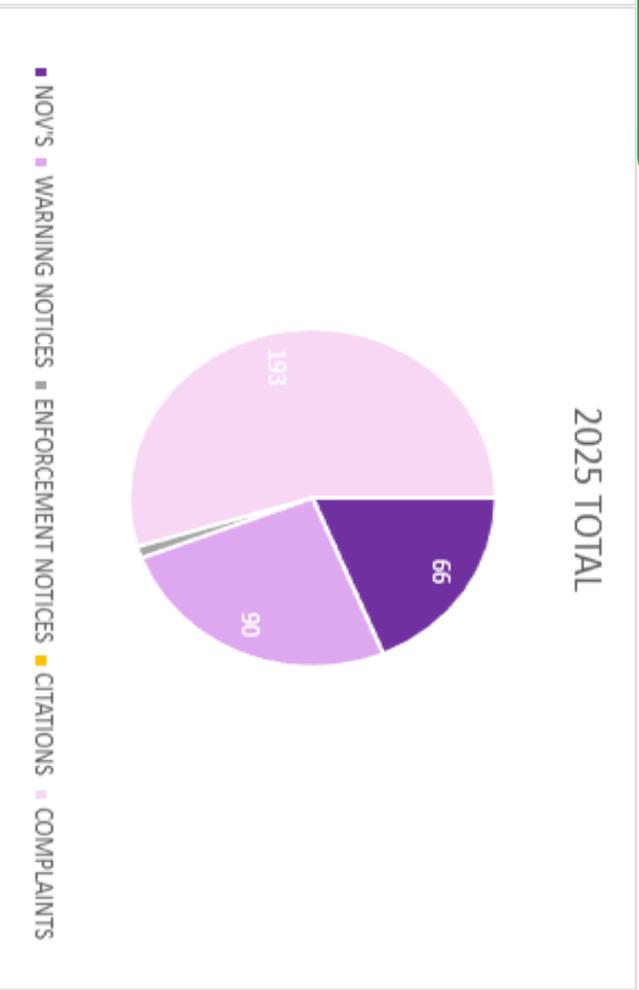
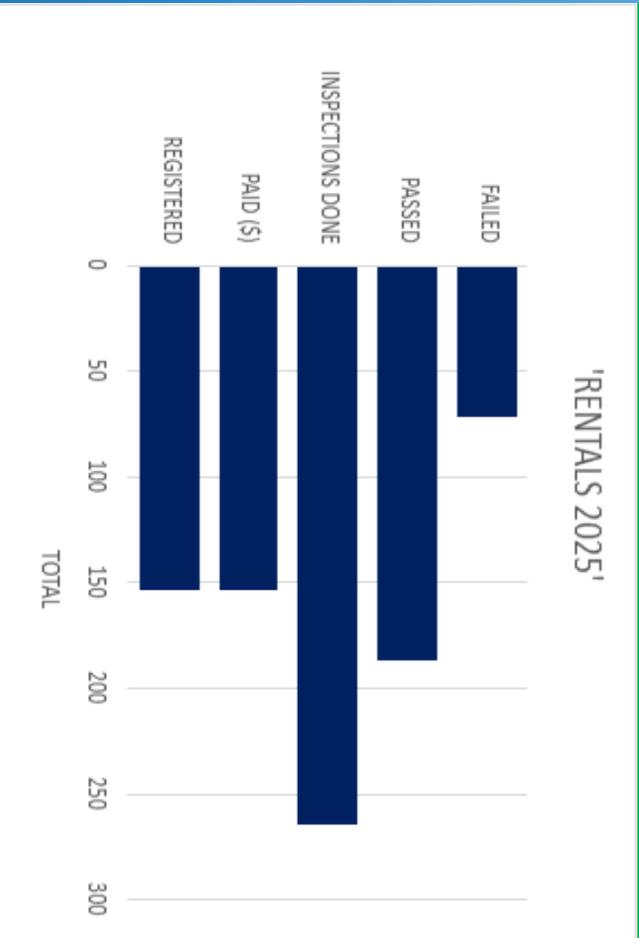
- Zoning Ordinance – Needs approved to send to BOS



Community Development



Community Development

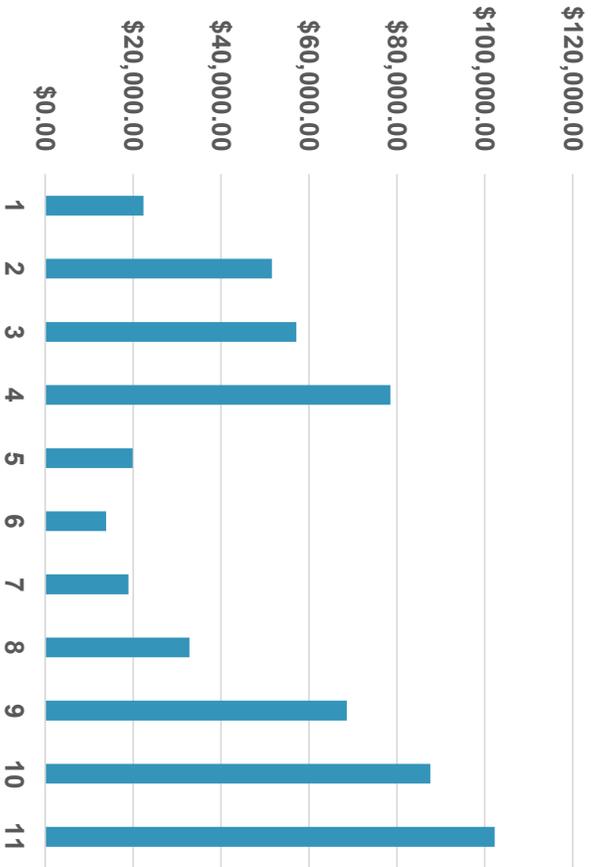


- Rental**
- GFI
 - Vent Fans
 - Smoke/CO Detectors
- Complaints**
- Zoning/Permits
 - International Property Maintenance
 - Rentals

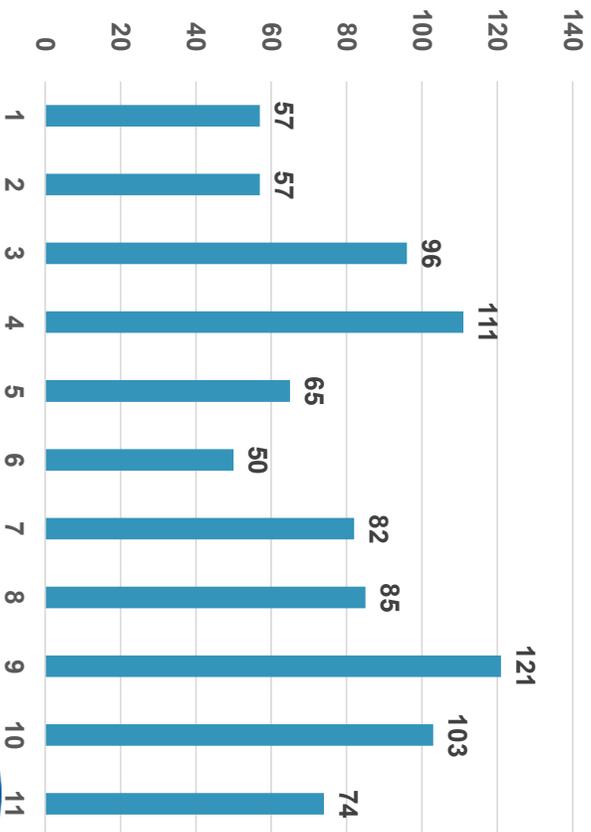


Community Development

Permit Fees

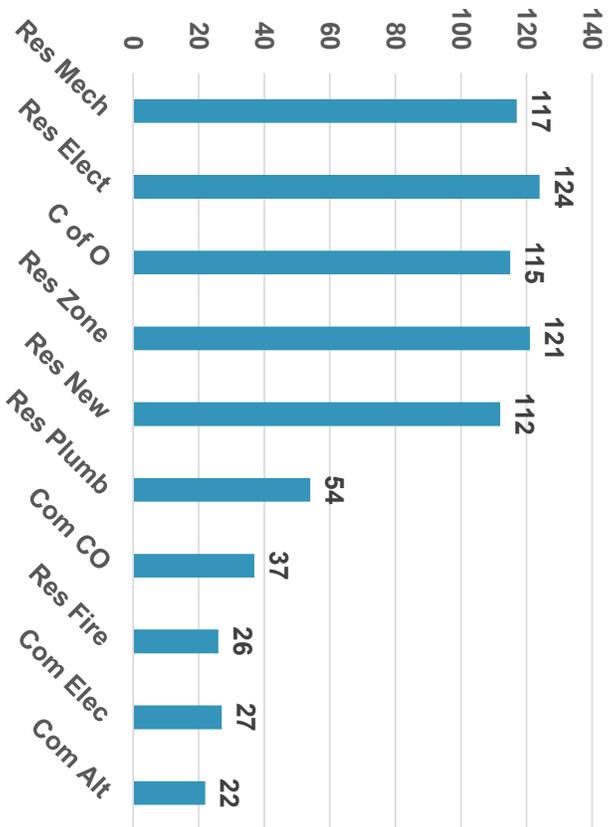


Permits by Month

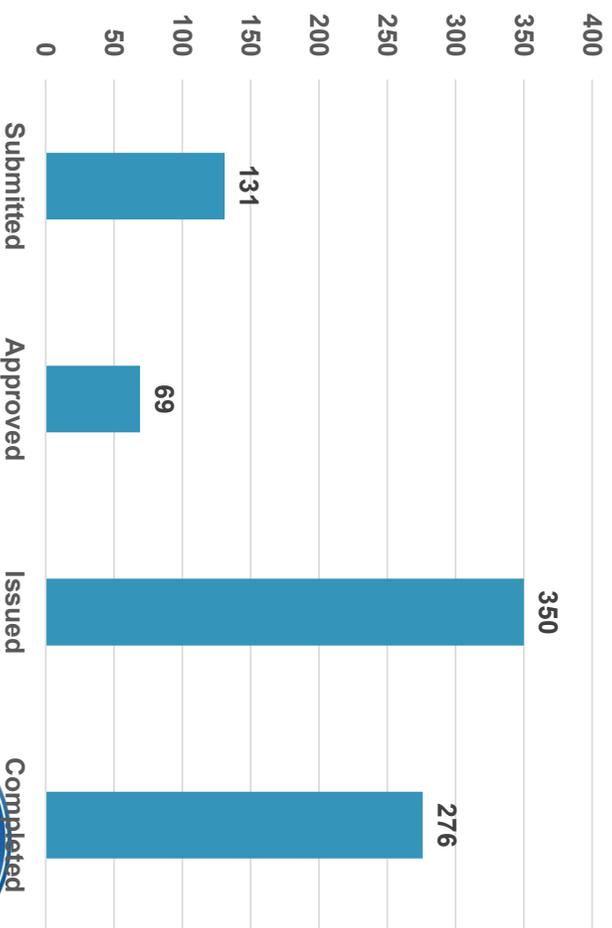


Community Development

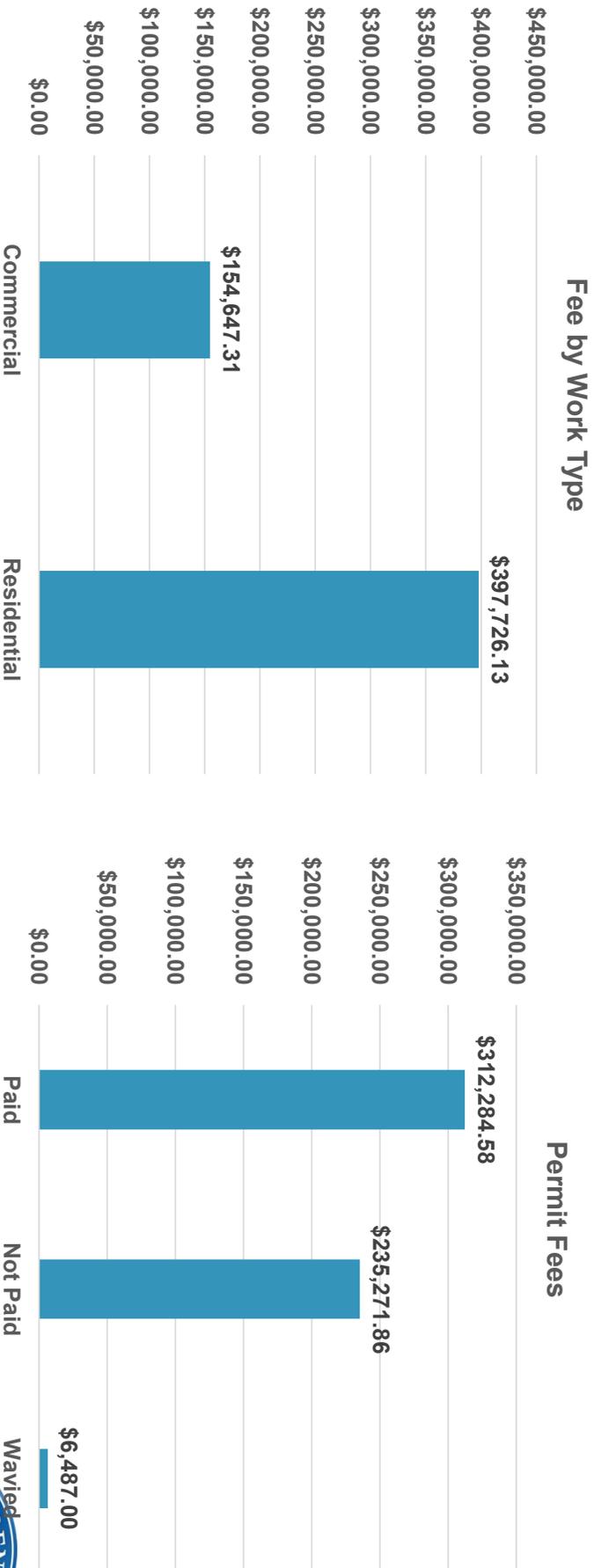
of Permits by Type - Top 10



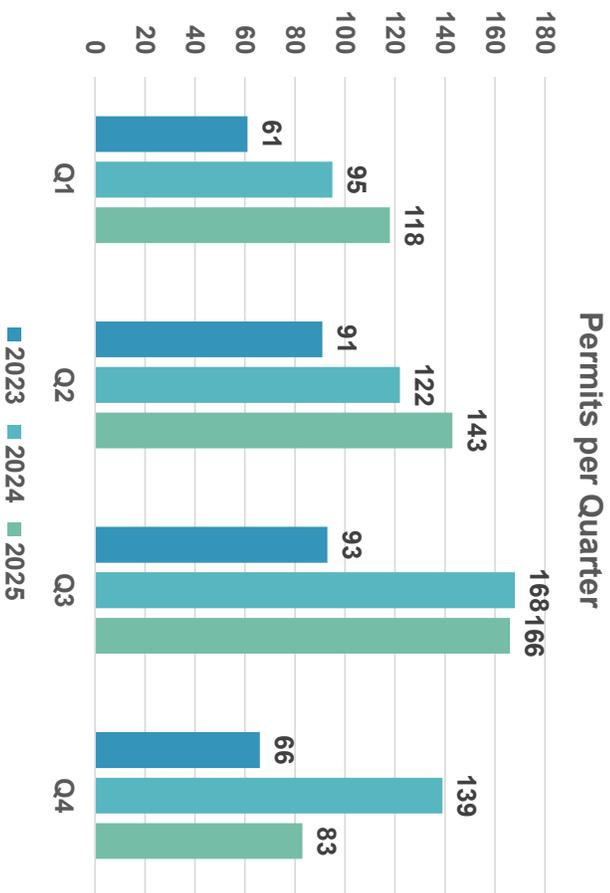
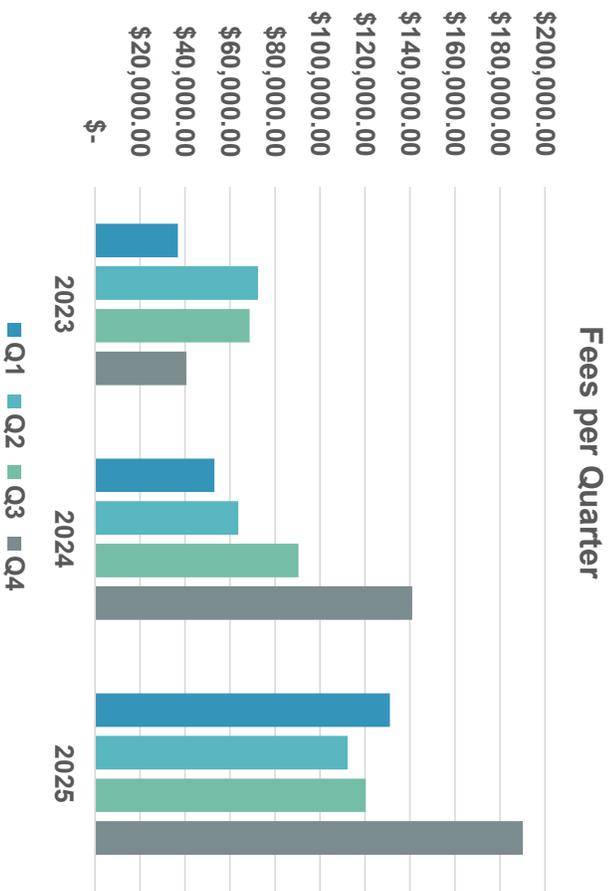
Status of Permits



Community Development



Community Development



Annual Comparison





New Garden Flying Field (N57)

Fuel Sales

| | 2023 | 2024 | 2025 |
|------------------|---------------------|---------------------|----------------------|
| January | \$ 20,917.00 | \$ 15,804.92 | \$ 13,722.78 |
| February | \$ 20,909.00 | \$ 28,371.00 | \$ 19,753.78 |
| March | \$ 25,306.58 | \$ 28,906.23 | \$ 30,307.95 |
| April | \$ 28,569.81 | \$ 29,612.63 | \$ 27,032.00 |
| May | \$ 43,733.00 | \$ 33,200.00 | \$ 34,876.73 |
| June | \$ 33,656.00 | \$ 40,163.13 | \$ 31,171.54 |
| July | \$ 47,291.00 | \$ 43,125.00 | \$ 47,570.71 |
| August | \$ 46,110.00 | \$ 39,993.00 | \$ 55,723.64 |
| September | \$ 29,210.00 | \$ 31,378.00 | \$ 39,720.27 |
| October | \$ 41,928.10 | \$ 47,840.00 | \$ 34,204.00 |
| November | \$ 35,796.72 | \$ 28,433.49 | \$ 27,022.62 |
| December | \$ 32,174.63 | \$ 18,877.00 | |
| YTD Total | \$405,601.84 | \$385,704.40 | \$ 361,106.02 |

Maintenance Shop Rev

| | 2023 | 2024 | 2025 |
|------------------|---------------------|---------------------|---------------------|
| January | \$ 48,434.00 | \$ 36,584.63 | \$ 45,727.58 |
| February | \$ 80,128.00 | \$ 53,393.04 | \$ 133,525.72 |
| March | \$121,698.70 | \$ 47,972.67 | \$ 87,661.79 |
| April | \$ 50,844.38 | \$ 51,925.63 | \$ 56,436.49 |
| May | \$ 45,865.82 | \$ 51,148.88 | \$ 65,452.45 |
| June | \$ 27,493.89 | \$ 46,532.39 | \$ 31,823.63 |
| July | \$116,149.00 | \$124,213.95 | \$ 63,657.05 |
| August | \$ 72,035.00 | \$134,287.67 | \$ 81,156.44 |
| September | \$ 79,075.82 | \$ 71,815.39 | \$ 20,243.75 |
| October | \$ 62,832.26 | \$ 70,945.61 | \$ 61,761.71 |
| November | \$ 79,230.46 | \$ 18,540.87 | \$ 88,729.46 |
| December | \$ 46,251.95 | \$ 61,398.88 | |
| YTD Total | \$830,039.28 | \$768,759.61 | \$736,176.07 |

Garmin Sales

| | 2024 | 2025 |
|------------------|---------------------|---------------------|
| January | \$114,893.00 | \$ 34,168.00 |
| February | \$ 12,047.16 | \$ 15,254.00 |
| March | \$ 12,759.00 | \$ 6,651.14 |
| April | \$ 6,547.25 | \$ 44,716.37 |
| May | \$ 67,651.00 | \$ 26,109.00 |
| June | \$ 1,967.25 | \$ 27,551.00 |
| July | \$ 252.00 | \$ 14,172.08 |
| August | \$ 4,043.25 | |
| September | \$ 5,524.00 | |
| October | \$ 11,492.75 | \$ 65,437.00 |
| November | \$108,673.00 | \$ 94,523.30 |
| December | \$ - | |
| YTD Total | \$345,849.66 | \$328,581.89 |



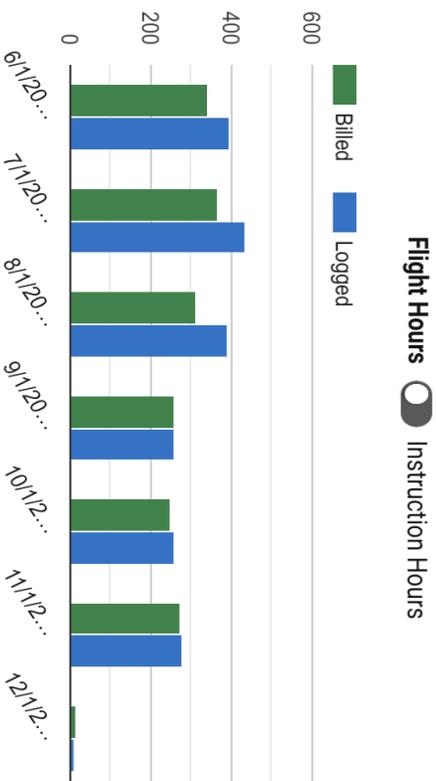
New Garden Flying Field (N57)

11/1/2025 - 11/30/2025

11/1/2024 - 11/30/2024

| Flight and Instruction Revenue | | | Total Hours Billed | |
|--------------------------------|-------------------|-----------|--------------------|-------------------|
| \$43,893.30 | | ↓ 24.65% | \$35,212.95 | |
| Flight | Instruction | | Flight | Instruction |
| \$41,527.30 | \$2,366.00 | | \$34,486.95 | \$726.00 |
| Flight Hours | Instruction Hours | ↓ 8.25% | Flight Hours | Instruction Hours |
| 272.4 hrs | 33.8 hrs | ↓ 179.34% | 251.64 hrs | 12.1 hrs |

Total Hours Billed vs Total Hours Logged



New Garden Flying Field (N57)

**NEW GARDEN FLIGHT SCHOOL
AIRCRAFT MAINTENANCE SCHEDULE. Week of 12-01-2025**

| Aircraft | 100 HR. Due | 50 Hr. Due | ELT Days Due | Engine Overhaul | Pitot Static | Transponder Days Due | Comments |
|-----------------------|--------------------|-------------|-------------------|-----------------|--------------|----------------------|--|
| Cessna 150 N9167C | 100 hours | 50 hours | 243 days | 1192.10 hours | N/A | 516 hours | |
| Cessna 150 N63524 | *.90 Expired hours | *7.50 hours | *Expired 11/30/25 | *8.50 hours | N/A | 396 days | * 100 hr. expired, 50 hr. due soon ELT Expired Overhaul due soon |
| Cessna 172L N3869Q | *6.70 hours | *4.20 hours | 62 days | 1781.40 hours | 486 days | 486 days | * 100 & 50 hrs. due soon |
| Piper PA28 N7209F | 22.33 hours | 20.19 hours | 31 days | 1874.36 hours | N/A | 516 days | |
| Cessna172M N20420 | 54.40 hours | *4.40 hours | N/A | 279.40 hours | N/A | N/A | *50 due soon |

Cessna 150 N63524 -100 NR. Expired, & 50 hr. due soon

ELT expired & Overhaul due

Cessna 172M N20420 – 50 hr. due soon

Cessna 172L N3869Q – 100 & 50 hrs. due soon



New Garden Flying Field (N57)

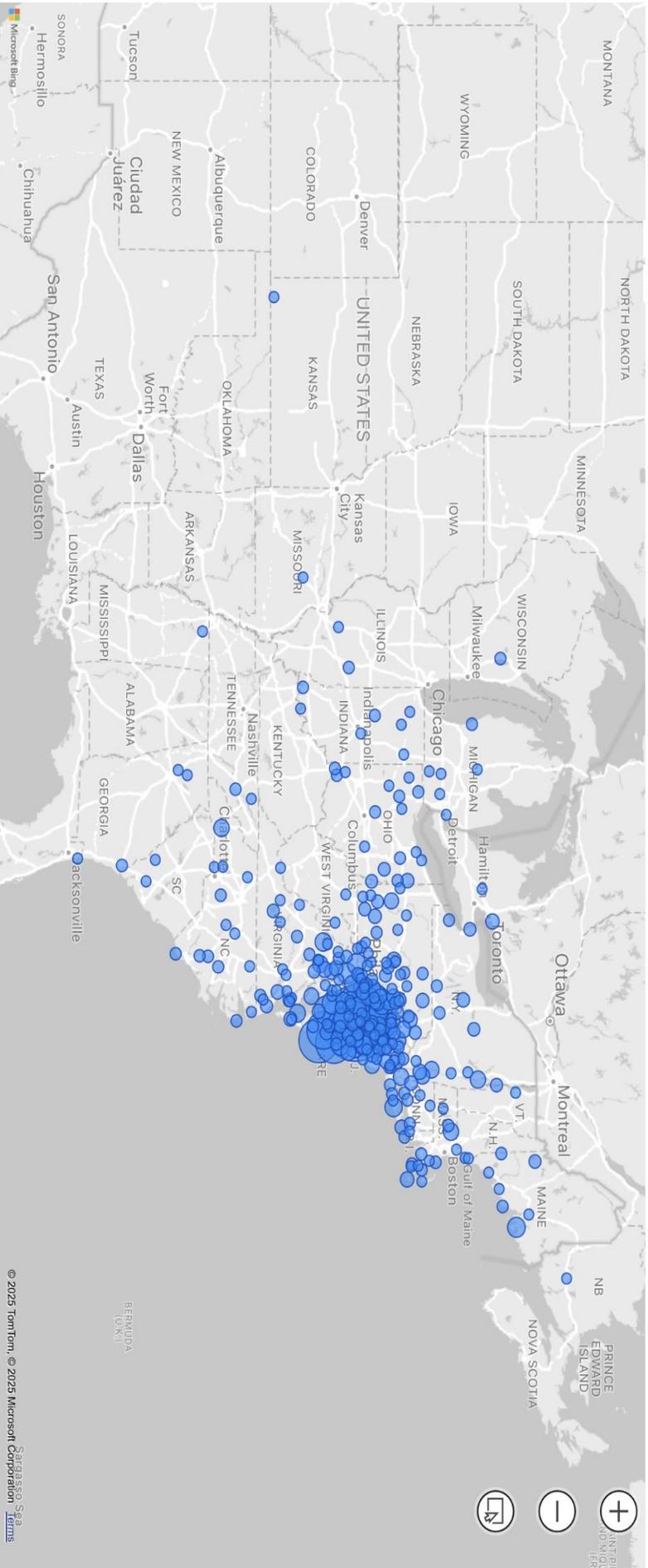
Date Range Selection

5/1/2025 12/1/2025



New Garden Airport (KN57)
A Gateway to Our Community
Where They Come From - Where They Go To

Provided By:



New Garden Flying Field (N57)



KN57 Dashboard

Operations Tools Manage

Sign Out

Date Range Select

5/1/2025 12/1/2025

New Garden Airport (KN57) Aircraft Operations Data

Ops Last Calendar Year
N/A

Ops YTD
23,005



Provided By: **AIRPORT**
For More Information:
info@airportmonitoring.com
855-5HeloGA (543-5742)

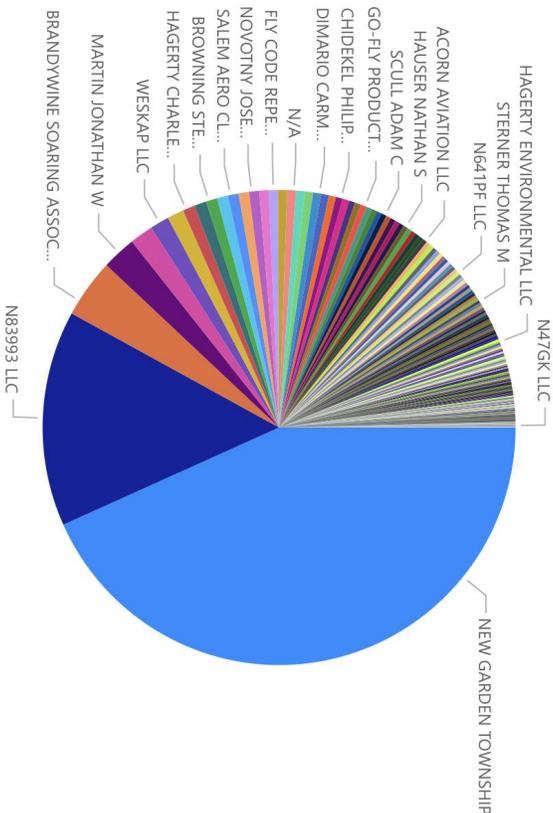


New Garden Flying Field (N57)

Operations Count for Date Range

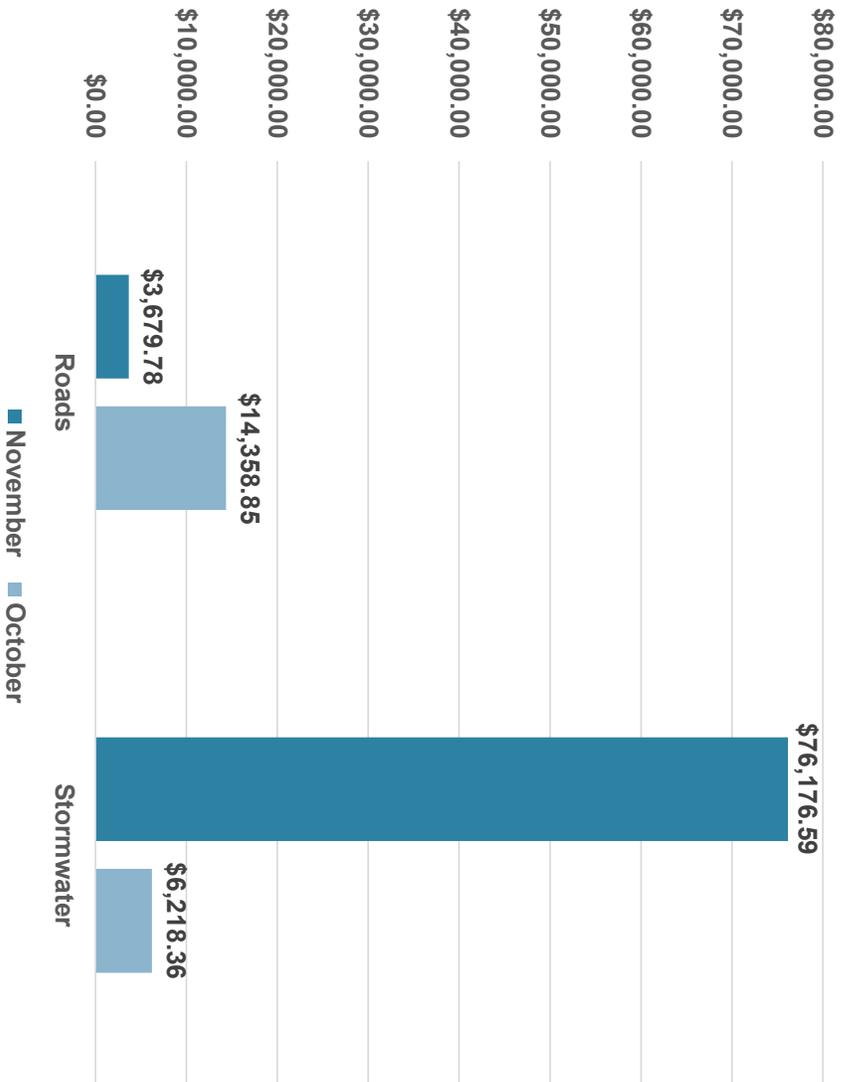


5010 Aligned Count for Date Range

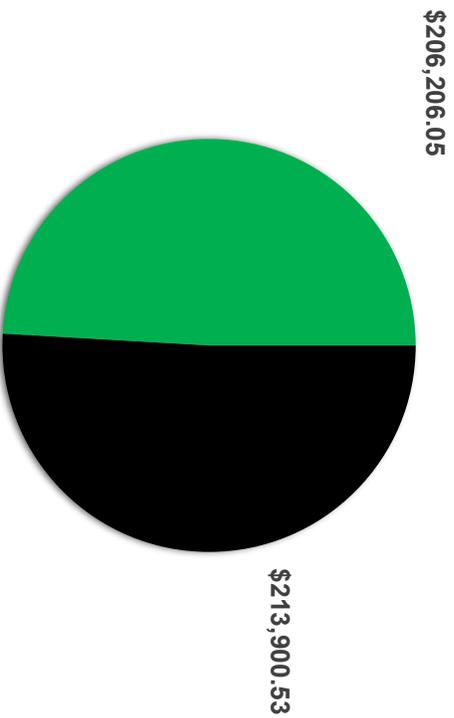


Public Works

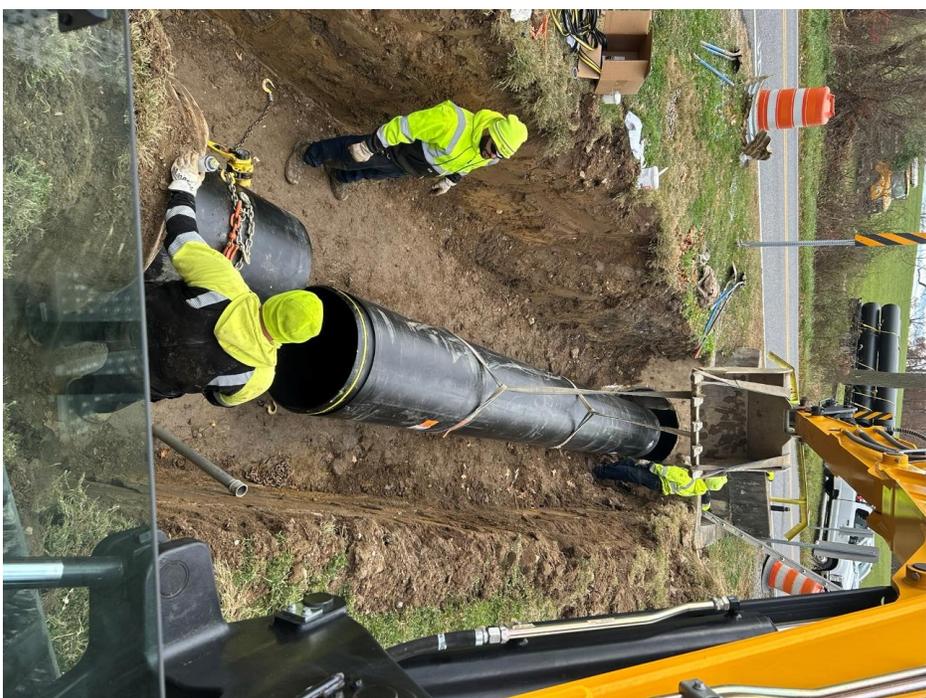
Maintenance Costs – Labor and Materials



Year To Date



Public Works



NGT FY 2026 Proposed Budget



FY26 Budget Meetings

Monthly Budget Work Sessions

- 7:00 pm at NGT Town Hall
- Publicly advertised
- Budget discussions only
- Broadcast Live & Recorded (YouTube) <https://www.newgarden.org/agendacenter>

Agenda Center
 All meetings are held in person at the Township building, located at 289 Star Road, Landenberg, PA 19350. View current agendas and minutes for all boards and commissions.   
 Adobe Reader may be required to view some documents.

Search Agendas by:

2024 2023

Agenda

- Oct 7, 2024
FY25 General Fund  
- Sep 9, 2024
FY25-26 Capital Improvement Plan  
- Aug 28, 2024
FY 2024 State of the Township Brief  

- **Mid-July to Mid-August**
 - Staff meetings; FY25 Q2 Budget to Actuals Review; FY25 Amendment (CIP)
- **Monday, August 25th**
 - FY25 State of the Township Brief
- **Monday, September 8th**
 - 5-year CIP FY25-29 (Capital, Airport, Open Space, Fire, Sewer)
- **Monday, September 29th**
 - General Fund Review
 - Public Safety – SCCRPD & AFC Fire/EMS (w/ SCCEMS)
 - General Government & Administration
 - Community Development
 - Parks and Recreation
 - Public Works – Streets, Signs, Stormwater, Recycling/SW, Wastewater
- **Monday, October 6th**
 - General Fund Review
 - Revenues
 - Enterprise Fund Review
 - Airport Fund
 - Open Space Fund
 - Fire Fund
 - Sewer Fund
 - General work session as required
- **Tuesday, October 14th**
 - General work session as required
- **Monday, October 20th** – Monthly BOS Public Meeting - Motion to advertise (30 days)
 - General work session as required

FY 26 Proposed Budget



General Fund Summary FY25

| Fiscal Year 2025 to 2026 YoY Changes | Total Expenditures |
|--------------------------------------|--------------------|
| 2025 Adopted | \$ 8,179,084.51 |
| 2026 Proposed | \$ 9,101,175.46 |
| Net YoY Increase \$ | 922,090.95 |

| Primary Revenue Impacts | |
|-------------------------------|---------------|
| Increases - FY26 | |
| Act 511 Taxes | \$ 431,582.33 |
| Permits / Fines / Misc Income | \$ 310,068.53 |
| Cash | \$ 133,641.49 |
| Decreases - FY26 | |
| N/A | \$ - |

| Primary Expenditure Impact | |
|----------------------------------|----------------|
| Increases - FY25 | |
| Transfers Out | \$ 449,238.62 |
| Public Safety - AFC (Fire / EMS) | \$ 211,203.54 |
| Public Safety - SCCRPD | \$ 170,167.49 |
| Decreases - FY25 | |
| Management | \$ (48,262.51) |
| Finance | \$ (12,034.43) |

| | |
|---------------------------------|-------------|
| FY 26 Structural Deficit | \$ - |
|---------------------------------|-------------|

| | |
|--|--------------------------|
| FY26 Assessable Property | \$ 830,685,600.00 |
| Tax Revenue p/ Mil \$ | 830,685.60 |
| Tax Rate Increase (0.00) \$ | - |
| Use of Beginning Cash (FY24 Rollover) \$ | - |
| Structural Surplus/Deficit \$ | - |
| FY26 Total RE Tax Revenue (3.27) | \$ 2,763,140.52 |

FY26 General Fund Budget Proposal Summary

Included

- \$211.2K for Fire/EMS services for AFC & SCCEMS
- \$170.2K for Added Patrol and CBA Increase for SCCRPD
- \$309K for Permits Revenue from Bancroft & Thompson developments
- \$529.2K of remaining FY24 Rollover Surplus (~\$886K) to CIP Reserve
- \$43K for Full HSA Contribution (Township only)
- 4.0% Increase for Township Personnel (2.5% in FY25)
- Continued use of 25% Open Space Fund Balance for personnel & maintenance
- **No Property Tax Increase**

Not included

- Insufficient Stormwater operational costs (Maintenance/Repairs)
- Increases of XFRs to Capital & Reserve Funds (Planned for FY29)

General Fund Summary FY26-29

| | FY 2025 Adopted | FY 2025 YE Forecast | FY25 Variance | FY 2026 Proposed | FY26 Change | % Change | FY 2027 Planned | FY 2028 Planned | FY 2029 Planned | FY 2030 Planned |
|-------------------------------|------------------------|------------------------|----------------------|------------------------|----------------------|--------------|------------------------|------------------------|------------------------|------------------------|
| Revenue | | | | | | | | | | |
| Real Estate Taxes | \$ 2,716,341.91 | \$ 2,627,693.52 | \$(88,648.39) | \$ 2,763,140.52 | \$ 46,798.61 | 1.7% | \$ 2,800,948.26 | \$ 2,836,681.19 | \$ 2,858,582.02 | \$ 2,858,582.02 |
| Act 511 Taxes | \$ 3,659,600.00 | \$ 3,912,928.02 | \$ 253,328.02 | \$ 4,091,182.33 | \$ 431,583.33 | 11.8% | \$ 4,207,525.63 | \$ 4,349,714.70 | \$ 4,446,583.29 | \$ 4,503,283.96 |
| Permits / Fines / Misc Income | \$ 1,407,581.37 | \$ 1,462,264.54 | \$ 54,683.17 | \$ 1,717,649.90 | \$ 310,068.53 | 22.0% | \$ 1,639,425.88 | \$ 1,623,706.19 | \$ 1,544,512.59 | \$ 1,389,112.10 |
| Cash | \$ 395,561.23 | \$ 395,561.23 | \$ - | \$ 529,202.71 | \$ 133,641.49 | 33.8% | \$ - | \$ - | \$ - | \$ - |
| Total Revenue | \$ 8,179,084.51 | \$ 8,398,447.31 | \$ 219,362.80 | \$ 9,101,175.46 | \$ 922,090.95 | 11.3% | \$ 8,647,899.77 | \$ 8,810,102.08 | \$ 8,849,677.91 | \$ 8,750,978.08 |

No RE Increase

| | FY 2025 Adopted | FY 2025 YE Forecast | FY25 Variance | FY 2026 Proposed | FY26 Change | % Change | FY 2027 Planned | FY 2028 Planned | FY 2029 Planned | FY 2030 Planned |
|---------------------------------------|------------------------|------------------------|----------------------|------------------------|----------------------|--------------|------------------------|------------------------|------------------------|------------------------|
| Expenditures | | | | | | | | | | |
| Elected Officials / Tax Collection | \$ 98,925.00 | \$ 93,478.12 | \$(5,446.88) | \$ 99,840.00 | \$ 915.00 | 0.9% | \$ 99,855.38 | \$ 100,330.76 | \$ 100,346.14 | \$ 100,346.91 |
| Management | \$ 280,483.38 | \$ 276,502.18 | \$(3,981.20) | \$ 232,220.87 | \$(48,262.51) | -17.2% | \$ 237,816.39 | \$ 243,555.80 | \$ 249,430.60 | \$ 255,456.36 |
| Administration | \$ 240,460.00 | \$ 241,404.56 | \$ 944.56 | \$ 251,259.84 | \$ 10,799.84 | 4.5% | \$ 256,601.34 | \$ 262,076.37 | \$ 267,688.28 | \$ 273,440.49 |
| Finance | \$ 436,077.09 | \$ 354,796.40 | \$(81,280.68) | \$ 424,042.66 | \$(12,034.43) | -2.8% | \$ 433,116.23 | \$ 442,416.63 | \$ 451,949.55 | \$ 461,720.79 |
| Legal Services | \$ 120,000.00 | \$ 136,798.77 | \$ 16,798.77 | \$ 120,000.00 | \$ - | 0.0% | \$ 120,000.00 | \$ 120,000.00 | \$ 120,000.00 | \$ 120,000.00 |
| Engineering Services | \$ 195,000.00 | \$ 341,572.84 | \$ 146,572.84 | \$ 195,000.00 | \$ - | 0.0% | \$ 195,000.00 | \$ 195,000.00 | \$ 195,000.00 | \$ 195,000.00 |
| Technology | \$ 138,800.00 | \$ 136,133.44 | \$(2,666.56) | \$ 138,800.00 | \$ - | 0.0% | \$ 138,800.00 | \$ 138,800.00 | \$ 138,800.00 | \$ 138,800.00 |
| General Services - Fleet & Facilities | \$ 152,786.50 | \$ 147,725.13 | \$(5,061.37) | \$ 152,786.50 | \$ - | 0.0% | \$ 152,786.50 | \$ 152,786.50 | \$ 152,786.50 | \$ 152,786.50 |
| Public Safety - SCCRPD | \$ 2,472,834.21 | \$ 2,478,091.81 | \$ 5,257.60 | \$ 2,643,001.70 | \$ 170,167.49 | 6.9% | \$ 2,708,889.24 | \$ 2,776,423.97 | \$ 2,845,647.07 | \$ 2,916,600.75 |
| Public Safety - AFC (Fire / EMS) | \$ 1,226,447.00 | \$ 1,226,447.00 | \$ - | \$ 1,437,650.54 | \$ 211,203.54 | 17.2% | \$ 1,472,711.80 | \$ 1,508,649.60 | \$ 1,545,485.84 | \$ 1,583,242.98 |
| Community Development & Safety | \$ 649,158.56 | \$ 574,184.02 | \$(74,974.54) | \$ 714,185.12 | \$ 65,026.56 | 10.0% | \$ 696,183.61 | \$ 700,524.71 | \$ 677,156.56 | \$ 625,133.45 |
| Public Works - Hwys And Streets | \$ 1,92,836.57 | \$ 1,066,278.38 | \$(26,558.19) | \$ 1,133,534.97 | \$ 40,698.40 | 3.7% | \$ 1,154,535.84 | \$ 1,176,061.74 | \$ 1,198,125.78 | \$ 1,220,741.43 |
| Public Works - Storm Water | \$ 93,500.00 | \$ 72,678.55 | \$(20,821.45) | \$ 93,500.00 | \$ - | 0.0% | \$ 93,500.00 | \$ 93,500.00 | \$ 93,500.00 | \$ 93,500.00 |
| Parks and Recreation | \$ 233,412.78 | \$ 216,986.68 | \$(16,426.10) | \$ 240,882.88 | \$ 7,470.10 | 3.2% | \$ 243,471.83 | \$ 246,125.50 | \$ 248,845.51 | \$ 251,633.53 |
| Misc Expenditures (incl. Library) | \$ 194,600.00 | \$ 197,622.57 | \$ 3,022.57 | \$ 195,068.56 | \$ 468.56 | 0.2% | \$ 195,068.56 | \$ 195,068.56 | \$ 195,068.56 | \$ 195,068.56 |
| Insurance & Liabilities | \$ 310,663.42 | \$ 370,299.63 | \$ 59,636.21 | \$ 337,063.20 | \$ 26,399.78 | 8.5% | \$ 345,354.43 | \$ 353,852.93 | \$ 362,563.90 | \$ 371,492.64 |
| Transfers Out | \$ 243,100.00 | \$ 243,100.00 | \$ - | \$ 692,338.62 | \$ 449,238.62 | 184.8% | \$ 243,100.00 | \$ 243,100.00 | \$ 243,100.00 | \$ 243,100.00 |
| Total Expenditures | \$ 8,179,084.51 | \$ 8,174,100.11 | \$(4,984.40) | \$ 9,101,175.46 | \$ 922,090.95 | 11.3% | \$ 8,786,791.15 | \$ 8,948,269.07 | \$ 9,592,394.29 | \$ 9,704,964.39 |
| Net Revenue / Expenditures | \$ - | \$ 224,347.20 | \$ (4,984.40) | \$ - | \$ 922,090.95 | 11.3% | \$ (138,891.37) | \$ (138,167.00) | \$ (742,716.39) | \$ (953,986.31) |

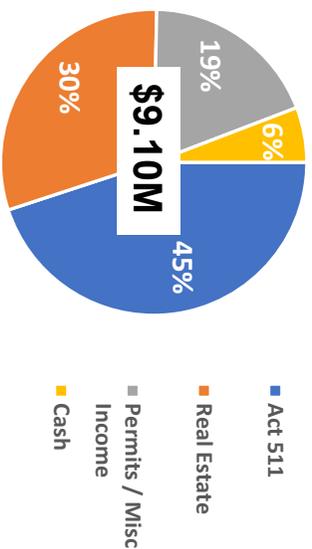
FY26 Revenues – General Fund

As of FY26, NGT has four primary revenue categories that support the General Fund, which can be split into the following categories:

- **Sustainable – 95.2%**
 - Act 511 Tax (EIT, Transfer, Local Services)
 - Real Estate Tax
 - Misc Revenues (Fees, Permits, Interest)
- **Non-Sustainable – 5.8%**
 - Use of Cash from FY24 Surplus Rollover - XFR to CIP

| | FY25 Adopted | % of Total | FY26 Proposed | % of Total | YoY % Change |
|--------------------------------|------------------------|---------------|------------------------|---------------|---------------|
| Economic Revenues | | | | | |
| Act 511 Total | \$ 3,659,600.00 | 44.74% | \$ 4,091,182.33 | 44.95% | 11.79% |
| EIT | \$ 2,950,000.00 | 36.07% | \$ 3,219,332.33 | 35.37% | 9.13% |
| TT | \$ 420,000.00 | 5.14% | \$ 572,250.00 | 6.29% | 36.25% |
| Local Service Tax | \$ 250,000.00 | 3.06% | \$ 260,000.00 | 2.86% | 4.00% |
| Amusement Tax | \$ 39,600.00 | 0.48% | \$ 39,600.00 | 0.44% | 0.00% |
| Real Estate Revenues | | | | | |
| Real Estate Total | \$ 2,716,341.91 | 33.21% | \$ 2,763,640.52 | 30.37% | 1.74% |
| R/E Tax - Current Year | \$ 1,359,831.46 | 16.63% | \$ 1,194,957.97 | 13.13% | -12.12% |
| R/E Tax - Current Year Fire | \$ 392,870.00 | 4.80% | \$ 412,513.50 | 4.53% | 5.00% |
| R/E Tax - Current Yr Fire W/C | \$ 26,200.00 | 0.32% | \$ 26,700.00 | 0.29% | 1.91% |
| R/E Tax - Current Yr Ambulance | \$ 699,089.00 | 8.55% | \$ 887,906.80 | 9.76% | 27.01% |
| R/E Tax - Current Yr EMS | \$ 99,288.00 | 1.21% | \$ 102,030.24 | 1.12% | 2.76% |
| R/E Tax- Current Year Library | \$ 82,600.00 | 1.01% | \$ 83,068.56 | 0.91% | 0.57% |
| Real Estate Tax - Prior Years | \$ 56,463.45 | 0.69% | \$ 56,463.45 | 0.62% | 0.00% |
| Sub-Total | \$ 6,375,941.91 | 77.95% | \$ 6,854,822.85 | 75.32% | 7.51% |
| Permits / Misc Income | \$ 1,407,581.37 | 17.21% | \$ 1,717,149.90 | 18.87% | 21.99% |
| Cash | \$ 395,561.23 | 4.84% | \$ 529,202.71 | 5.81% | 33.79% |
| Total | \$ 8,179,084.51 | 100.0% | \$ 9,101,175.46 | 100.0% | 11.27% |

FY26 Revenue

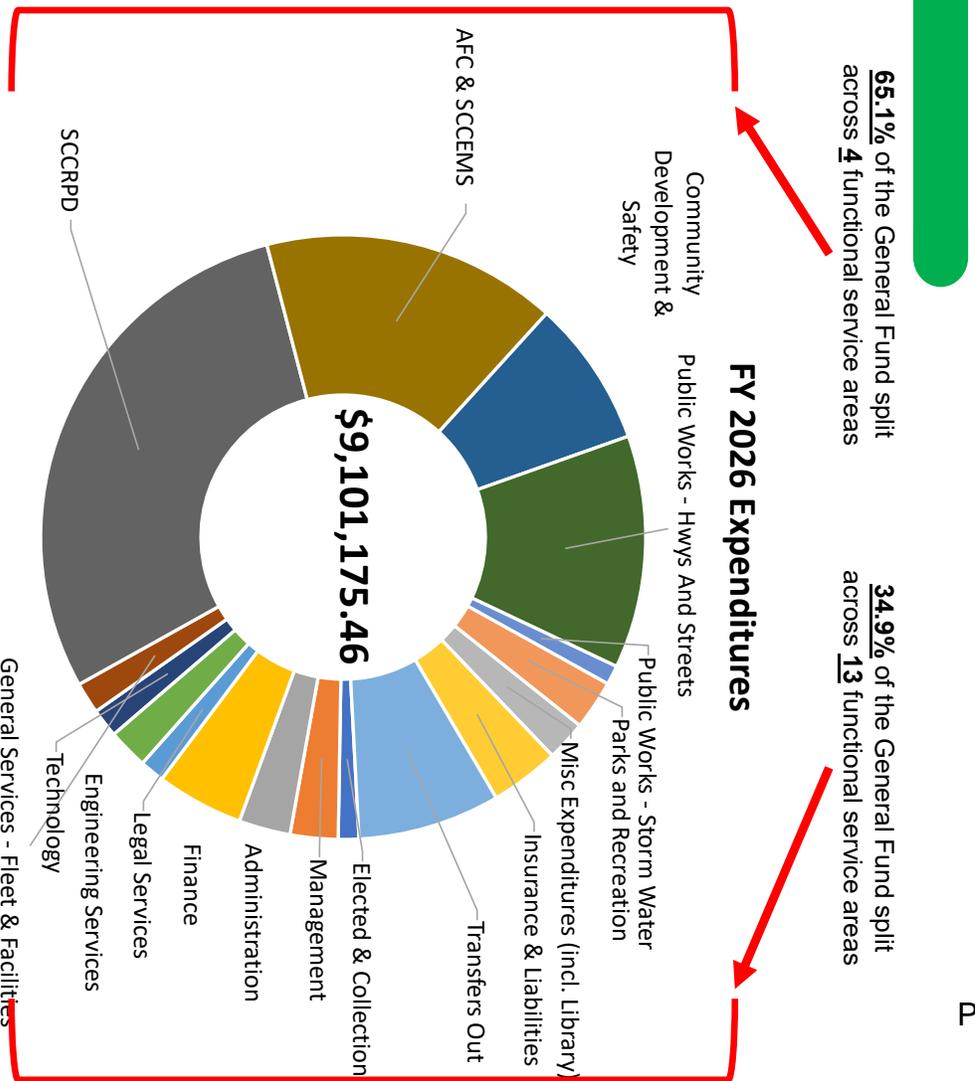


General Fund Expenditures

| Expenditures | FY 2025 Adopted | FY 2026 Proposed | YoY % Change |
|---------------------------------------|---------------------|---------------------|--------------|
| Elected Officials / Tax Collection | \$ 98,925.00 | \$ 99,840.00 | 0.9% |
| Management | \$ 280,483.38 | \$ 232,220.87 | -17.2% |
| Administration | \$ 240,460.00 | \$ 251,259.84 | 4.5% |
| Finance | \$ 436,077.09 | \$ 424,042.66 | -2.8% |
| Legal Services | \$ 120,000.00 | \$ 120,000.00 | 0.0% |
| Engineering Services | \$ 195,000.00 | \$ 195,000.00 | 0.0% |
| Technology | \$ 138,800.00 | \$ 138,800.00 | 0.0% |
| General Services - Fleet & Facilities | \$ 152,786.50 | \$ 152,786.50 | 0.0% |
| Public Safety - SCCRPD | \$ 2,472,834.21 | \$ 2,643,001.70 | 6.9% |
| Public Safety - AFC (Fire / EMS) | \$ 1,226,447.00 | \$ 1,437,650.54 | 17.2% |
| Comm Development & Safety | \$ 649,158.56 | \$ 714,185.12 | 10.0% |
| Public Works - Hwys & Streets | \$ 1,092,836.57 | \$ 1,133,534.97 | 3.7% |
| Public Works - Storm Water | \$ 93,500.00 | \$ 93,500.00 | 0.0% |
| Parks and Recreation | \$ 233,412.78 | \$ 240,882.88 | 3.2% |
| Misc Expenditures (Incl. Library) | \$ 194,600.00 | \$ 195,068.56 | 0.2% |
| Insurance & Liabilities | \$ 310,663.42 | \$ 337,063.20 | 8.5% |
| Transfers Out | \$ 243,100.00 | \$ 692,338.62 | 184.8% |
| Total Expenditures \$ | 8,179,084.51 | 9,101,175.46 | 11.3% |

| Expenditures | \$ Change |
|----------------------------|-------------------|
| Net Increases | \$ 982,387.89 |
| Net Decreases | \$ (60,296.93) |
| Net Expenditures \$ | 922,090.95 |

7



FY26-30 Capital Improvement Fund



FY26-30 Proposed CIP Summary

| | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|--------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Revenue | | | | | |
| Interest Income | \$ 773,500.00 | \$ 663,000.00 | \$ 663,000.00 | \$ 663,000.00 | \$ 663,000.00 |
| Transfer from CIP Fund | \$ 692,338.62 | \$ 243,100.00 | \$ 243,100.00 | \$ 750,000.00 | \$ 750,000.00 |
| Grants | \$ - | \$ - | \$ - | \$ - | \$ - |
| Liquid Fuels | \$ 390,600.00 | \$ 390,600.00 | \$ 390,600.00 | \$ 390,600.00 | \$ 390,600.00 |
| Budgeted Use of Beginning Cash | \$ 238,011.77 | \$ 1,322,161.61 | \$ 286,255.50 | \$ - | \$ - |
| Total Revenue | \$ 2,094,450.39 | \$ 2,618,861.61 | \$ 1,582,955.50 | \$ 1,803,600.00 | \$ 1,803,600.00 |

81% of all FY26-30 CIP expenditures are for Paving, Public Works capacity, and Stormwater Management

| | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | TOTAL |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Expenditures | | | | | | |
| Administration | \$ 50,000.00 | \$ - | \$ 100,000.00 | \$ - | \$ - | \$ 150,000.00 |
| Technology | \$ 44,100.00 | \$ 222,600.00 | \$ 2,600.00 | \$ 2,600.00 | \$ 2,600.00 | \$ 274,500.00 |
| General Services - Fleet & Facilities | \$ 70,530.44 | \$ 190,530.44 | \$ 50,530.44 | \$ 58,110.00 | \$ 58,110.00 | \$ 427,811.32 |
| Public Works Hwys And Streets (Paving) | \$ 1,269,703.25 | \$ 1,049,204.85 | \$ 836,853.74 | \$ 1,106,723.18 | \$ 640,910.34 | \$ 4,903,395.36 |
| Liquid Fuels (Paving) | \$ 389,000.00 | \$ 389,000.00 | \$ 389,000.00 | \$ 389,000.00 | \$ 389,000.00 | \$ 1,945,000.00 |
| Public Works Hwys And Streets (Other) | \$ 242,519.72 | \$ 252,519.72 | \$ 187,519.72 | \$ 57,519.72 | \$ 57,519.72 | \$ 797,598.60 |
| Storm Water Management | \$ - | \$ 396,500.00 | \$ - | \$ - | \$ - | \$ 396,500.00 |
| Parks and Open Space | \$ 26,996.98 | \$ 116,906.60 | \$ 14,851.60 | \$ 14,851.60 | \$ 14,851.60 | \$ 188,458.38 |
| Transfers | \$ - | \$ - | \$ - | \$ 173,195.50 | \$ 639,008.34 | \$ 812,203.84 |
| Total Expenditures | \$ 2,092,850.39 | \$ 2,617,261.61 | \$ 1,581,355.50 | \$ 1,802,000.00 | \$ 1,802,000.00 | \$ 9,895,467.50 |

81.3%

| | | | | | |
|-------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Surplus / Deficit | \$ 1,600.00 | \$ 1,600.00 | \$ 1,600.00 | \$ 1,600.00 | \$ 1,600.00 |
| Capital | \$ 1,703,850.39 | \$ 2,228,261.61 | \$ 1,192,355.50 | \$ 1,413,000.00 | \$ 1,413,000.00 |
| Liquid Fuels | \$ 390,600.00 | \$ 390,600.00 | \$ 390,600.00 | \$ 390,600.00 | \$ 390,600.00 |
| Total | \$ 2,094,450.39 | \$ 2,618,861.61 | \$ 1,582,955.50 | \$ 1,803,600.00 | \$ 1,803,600.00 |

FY29 Goal of a sustainable cash flow and replenish CIP reserves!

Capital Fund – Cash Summary

FY26-30 CIP Cash Flow Overview

- FY25 Beginning CIP Cash balance of \$4.12M
- Projected Interest Income yield of \$884K from FY25 June to December, with updated PLGIT estimates for FY25-29

| | | | | | | | | | | | |
|--------------------|---------------|--------------------|---------------|--------------------|---------------|--------------------|---------------|--------------------|---------------|--------------------|---------------|
| FY25 (4.0%) | \$ 884,000.00 | FY26 (3.5%) | \$ 773,500.00 | FY27 (3.0%) | \$ 663,000.00 | FY28 (3.0%) | \$ 663,000.00 | FY29 (3.0%) | \$ 663,000.00 | FY30 (3.0%) | \$ 663,000.00 |
|--------------------|---------------|--------------------|---------------|--------------------|---------------|--------------------|---------------|--------------------|---------------|--------------------|---------------|
- Goal to maintain a strong CIP cash buffer for future Transportation & Stormwater projects
- FY26-30 CIP cash plan still emphasizes increased transfer revenue starting in FY28 to maintain a strong CIP cash position

| | FY25 Amended | FY26 | FY27 | FY28 | FY29 | FY30 |
|-----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Net Beginning Cash | \$ 4,198,558.69 | \$ 2,667,515.53 | \$ 2,431,101.76 | \$ 1,110,540.15 | \$ 825,884.65 | \$ 825,884.65 |
| Added Transfer | \$ 243,100.00 | \$ 692,336.62 | \$ 243,100.00 | \$ 243,100.00 | \$ 750,000.00 | \$ 750,000.00 |
| ARRA | \$ 74,284.53 | | | | | |
| Grants | \$ 35,000.00 | | | | | |
| Liquid Fuels | \$ 396,600.00 | \$ 390,600.00 | \$ 390,600.00 | \$ 390,600.00 | \$ 390,600.00 | \$ 390,600.00 |
| Total | \$ 4,947,543.22 | \$ 3,750,452.15 | \$ 3,064,801.76 | \$ 1,744,240.15 | \$ 1,966,484.65 | \$ 1,966,484.65 |
| CIP Expenditures | \$ 3,164,027.69 | \$ 2,092,850.39 | \$ 2,617,261.61 | \$ 1,581,355.50 | \$ 1,803,600.00 | \$ 1,803,600.00 |
| Cash Remaining | \$ 1,783,515.53 | \$ 1,657,601.76 | \$ 447,540.15 | \$ 162,884.65 | \$ 162,884.65 | \$ 162,884.65 |
| Replenished Interest | \$ 884,000.00 | \$ 773,500.00 | \$ 663,000.00 | \$ 663,000.00 | \$ 663,000.00 | \$ 663,000.00 |
| Net Total | \$ 2,667,515.53 | \$ 2,431,101.76 | \$ 1,110,540.15 | \$ 825,884.65 | \$ 825,884.65 | \$ 825,884.65 |

Enterprise Funds



Open Space Fund



Open Space Fund FY26 Proposed

| | FY 2023 Actual | FY 2024 Actuals | FY 2025 Adopted | FY 2025 Actuals | FY25 Forecast YE | FY 2026 Proposed |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| OPEN SPACE FUND - REVENUES | | | | | | |
| Total Local Enabling Taxes | \$ 533,304.35 | \$ 554,195.72 | \$ 550,000.00 | \$ 462,642.95 | \$ 616,857.27 | \$ 615,000.00 |
| Total Interest Earnings | \$ 2,800.10 | \$ 85,224.17 | \$ 48,000.00 | \$ 19,938.14 | \$ 40,000.00 | \$ 36,000.00 |
| Total Local Govt Operating Grants | \$ 1,154,700.00 | \$ - | \$ 823,406.00 | \$ - | \$ - | \$ 40,007.56 |
| <i>Open Space Land Acquisitions Grants</i> | \$ 1,154,700.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| <i>Open Space Project Grants</i> | \$ - | \$ - | \$ 823,406.00 | \$ - | \$ - | \$ 40,007.56 |
| Total Contributions & Donations | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Budgeted Use of Beginning Cash | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Open Space Fund Revenues | \$ 1,690,804.45 | \$ 639,419.89 | \$ 1,421,406.00 | \$ 482,581.09 | \$ 656,857.27 | \$ 676,007.56 |
| OPEN SPACE FUND - EXPENDITURES | | | | | | |
| Total Service Fees (Consulting, Legal, Admin) | \$ 25,125.88 | \$ 31,110.50 | \$ 54,600.00 | \$ 5,636.32 | \$ 7,119.56 | \$ 54,600.00 |
| Total Open Space Ops & Maint | \$ 834,019.55 | \$ 212,275.29 | \$ 1,070,716.25 | \$ 309,350.10 | \$ 356,928.39 | \$ 306,758.12 |
| <i>Open Space & Trail Maint - Personnel</i> | \$ 123,061.26 | \$ 212,275.29 | \$ 177,535.74 | \$ 172,690.13 | \$ 218,134.90 | \$ 183,198.51 |
| <i>Open Space & Trail Maint - Equipment</i> | \$ - | \$ - | \$ 38,614.51 | \$ 44,424.60 | \$ 45,949.86 | \$ 28,899.61 |
| <i>Open Space & Trail Maint - Operations</i> | \$ - | \$ - | \$ 31,160.00 | \$ 2,311.37 | \$ 2,919.63 | \$ 31,160.00 |
| <i>Open Space & Trail Maint - Projects</i> | \$ 710,958.29 | \$ - | \$ 823,406.00 | \$ - | \$ - | \$ 63,500.00 |
| <i>Land & Development Rights</i> | \$ - | \$ 395,890.55 | \$ - | \$ - | \$ - | \$ - |
| Total Interfund Transfers | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Open Space Fund Expenditures | \$ 859,145.43 | \$ 639,276.34 | \$ 1,125,316.25 | \$ 314,986.42 | \$ 364,047.95 | \$ 361,358.12 |
| OPEN SPACE FUND Revenue Total: \$ | 1,690,804.45 | 639,419.89 | 1,421,406.00 | 482,581.09 | 656,857.27 | 691,007.56 |
| OPEN SPACE FUND Expenditure Total: \$ | 859,145.43 | 639,276.34 | 1,125,316.25 | 314,986.42 | 364,047.95 | 361,358.12 |
| Net Total OPEN SPACE FUND: \$ | 831,659.02 | 143.55 | 296,089.75 | 167,594.67 | 292,809.32 | 329,649.44 |
| Open Space Beginning Fund Balance | \$ 2,762,253.93 | \$ 3,186,066.86 | \$ 3,582,077.93 | \$ 4,225,064.87 | \$ 5,023,986.71 | \$ 5,023,986.71 |
| 25% Fund Balance | \$ 690,563.48 | \$ 796,516.71 | \$ 895,519.48 | \$ 1,056,266.22 | \$ 1,255,996.68 | \$ 1,255,996.68 |
| 25% Fund Balance Expenditures | \$ 266,750.56 | \$ 400,505.64 | \$ 257,532.54 | \$ 257,344.37 | \$ 262,278.49 | \$ 262,278.49 |
| 25% Fund Balance Remaining | \$ 423,812.92 | \$ 396,011.07 | \$ 642,986.94 | \$ 798,921.85 | \$ 993,718.19 | \$ 993,718.19 |
| Other Expenditures | \$ 54,600.00 | \$ 54,600.00 | \$ 54,600.00 | \$ 54,600.00 | \$ 54,600.00 | \$ 54,600.00 |
| Land Acquisition In-Year Funds | \$ 329,649.44 | \$ 189,894.36 | \$ 337,867.46 | \$ 333,055.63 | \$ 328,121.51 | \$ 328,121.51 |
| Open Space Ending Fund Balance | \$ 3,186,066.86 | \$ 3,582,077.93 | \$ 4,225,064.87 | \$ 5,023,986.71 | \$ 6,017,704.91 | \$ 6,017,704.91 |

Airport Fund



Airport Fund FY26 Proposed

| Account Number | FY 2023 Actual | FY 2024 Actuals | FY 2025 Adopted | FY 2025 Actuals | FY25 Forecast YE | FY 2026 Proposed |
|---|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| AIRPORT FUND - REVENUES | | | | | | |
| Total Interest Earnings \$ | 819.79 | 1,062.14 | 1,025.00 | 93.92 | 118.64 | 1,050.63 |
| Total Rental Income \$ | 482,983.33 | 471,104.70 | 466,534.00 | 370,359.91 | 467,823.04 | 466,792.55 |
| Total Airport Fees \$ | 1,572,766.20 | 2,138,514.86 | 2,063,375.00 | 1,680,983.32 | 2,100,179.00 | 2,040,506.25 |
| Total Miscellaneous Revenue \$ | 1,574.71 | 10,754.00 | 1,025.00 | 1,426.00 | 1,801.26 | 1,050.63 |
| Total Proceeds From Gen Fixed Assets \$ | 3,950.00 | - | - | - | - | - |
| Total Budgeted Use of Beginning Cash \$ | - | 17,500.00 | - | - | - | - |
| Total Airport Fund Revenues | \$ 2,062,094.03 | \$ 2,638,935.70 | \$ 2,531,959.00 | \$ 2,052,863.15 | \$ 2,569,921.95 | \$ 2,509,400.05 |
| AIRPORT FUND - EXPENDITURES | | | | | | |
| Total Airport \$ | 988,403.33 | 1,124,900.60 | 1,115,748.61 | 771,507.25 | 987,598.60 | 1,095,552.17 |
| Total Flight School \$ | \$ | 193,212.89 | 134,444.00 | 189,484.89 | 239,349.33 | 149,543.79 |
| Total Aircraft Maintenance Shop \$ | 922,963.54 | 1,288,711.49 | 1,062,674.95 | 641,533.62 | 870,756.68 | 1,080,873.44 |
| Total Insurance \$ | 23,251.00 | 24,414.00 | 24,600.00 | 24,414.00 | 30,838.74 | 25,215.00 |
| Total Interfund Transfers \$ | 150,000.00 | - | 100,000.00 | 43,550.10 | 55,010.65 | 40,000.00 |
| Total Airport Fund Expenditures | \$ 2,084,617.87 | \$ 2,631,238.98 | \$ 2,437,467.56 | \$ 1,670,489.86 | \$ 2,183,554.00 | \$ 2,391,184.39 |
| AIRPORT FUND Revenue Total: \$ | 2,062,094.03 | 2,638,935.70 | 2,531,959.00 | 2,052,863.15 | 2,569,921.95 | 2,509,400.05 |
| AIRPORT FUND Expenditure Total: \$ | 2,084,617.87 | 2,631,238.98 | 2,437,467.56 | 1,670,489.86 | 2,183,554.00 | 2,391,184.39 |
| Net Total AIRPORT FUND: \$ | (22,523.84) | 7,696.72 | 94,491.44 | 382,373.29 | 386,367.95 | 118,215.66 |



FY26-30 Proposed Airport Capital Summary

| | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Total 5-Year |
|--|----------------------|------------------------|------------------------|---------------------|----------------------|------------------------|
| Airport Capital Projects | | | | | | |
| Hangar Door Replacement | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 100,000.00 |
| Install PAPI & REILS RW6-24 | \$ 333,332.00 | | | | | \$ 333,332.00 |
| AWOS III Project | | \$ 366,000.00 | | | | \$ 366,000.00 |
| Pavement Recondition | | \$ 166,666.00 | | | | \$ 166,666.00 |
| Reconstruction Terminal Apron Taxiway (Design) | \$ 175,000.00 | | | | | \$ 175,000.00 |
| Reconstruction Terminal Apron Taxiway (Construction) | | \$ 944,445.00 | | | | \$ 944,445.00 |
| Fuel Farm Relocation | | | \$ 1,000,000.00 | | | \$ 1,000,000.00 |
| Snow Removal Equipment | | | \$ 766,666.00 | | | \$ 766,666.00 |
| Airport Master Plan Update | | | | | \$ 333,334.00 | \$ 333,334.00 |
| Total | \$ 528,332.00 | \$ 1,497,111.00 | \$ 1,786,666.00 | \$ 20,000.00 | \$ 353,334.00 | \$ 4,185,443.00 |
| Airport Fund Local Share | \$ 45,417.00 | \$ 93,856.25 | \$ 85,833.00 | \$ 20,000.00 | \$ 36,667.00 | \$ 245,106.25 |

The Township's ability to leverage FAA & PA BOA funds with nominal local share matches enables significant purchasing power for the Airport to improve services at only 5.86% of the total cost



Fire & Sewer Fund



Fire Fund (Hydrant Tax) Proposed

| Account Number | FY 2023 Actual | FY 2024 Actuals | FY 2025 Adopted | FY 2025 Actuals | FY 2026 Proposed |
|-------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| FIRE FUND - REVENUES | | | | | |
| <i>Total Real Estate Taxes</i> | \$ 130,004.75 | \$ 125,311.79 | \$ 125,000.00 | \$ 113,635.43 | \$ 125,000.00 |
| <i>Total Interest Earnings</i> | \$ 961.62 | \$ 1,019.52 | \$ 200.00 | \$ 686.39 | \$ 200.00 |
| Total Fire Fund Revenues | \$ 130,966.37 | \$ 126,331.31 | \$ 125,200.00 | \$ 114,321.82 | \$ 125,200.00 |
| FIRE FUND - EXPENDITURES | | | | | |
| <i>Total Fire Hydrants</i> | \$ 110,885.51 | \$ 105,223.46 | \$ 129,200.00 | \$ 83,326.38 | \$ 125,200.00 |
| Total Fire Fund Expenditures | \$ 110,885.51 | \$ 105,223.46 | \$ 129,200.00 | \$ 83,326.38 | \$ 125,200.00 |
| FIRE FUND Revenue Total: | \$ 130,966.37 | \$ 126,331.31 | \$ 125,200.00 | \$ 114,321.82 | \$ 125,200.00 |
| FIRE FUND Expenditure Total: | \$ 110,885.51 | \$ 105,223.46 | \$ 129,200.00 | \$ 83,326.38 | \$ 125,200.00 |
| Net Total FIRE FUND: | \$ 20,080.86 | \$ 21,107.85 | \$ (4,000.00) | \$ 30,995.44 | \$ - |



Sewer Fund Proposed

| Account Number | FY 2023 Actual | FY 2024 Actuals | FY 2025 Adopted | FY 2025 Actuals | FY 2026 Proposed |
|---|---------------------|--------------------|--------------------|--------------------|--------------------|
| SEWER FUND - REVENUES | | | | | |
| <i>Total Interest Earnings</i> | \$ 1,565.85 | \$ 1,552.73 | \$ 1,000.00 | \$ 1,016.09 | \$ 1,000.00 |
| <i>Total Gen Govt Charges For Services</i> | \$ 4,267.63 | \$ 377.77 | \$ - | \$ - | \$ - |
| <i>Total Miscellaneous Revenue</i> | \$ 378.98 | \$ - | \$ - | \$ - | \$ - |
| <i>Total Budgeted Use of Beginning Cash</i> | \$ 11,179.47 | \$ 2,822.52 | \$ 6,500.00 | \$ - | \$ 6,500.00 |
| Total Sewer Fund Revenues | \$ 17,391.93 | \$ 4,753.02 | \$ 7,500.00 | \$ 1,016.09 | \$ 7,500.00 |
| SEWER FUND - EXPENDITURES | | | | | |
| <i>Total Wastewater Collect & Treatment</i> | \$ 17,391.93 | \$ 4,753.02 | \$ 7,500.00 | \$ 99.26 | \$ 7,500.00 |
| Total Sewer Fund Expenditures | \$ 17,391.93 | \$ 4,753.02 | \$ 7,500.00 | \$ 99.26 | \$ 7,500.00 |
| SEWER FUND Revenue Total: | \$ 17,391.93 | \$ 4,753.02 | \$ 7,500.00 | \$ 1,016.09 | \$ 7,500.00 |
| SEWER FUND Expenditure Total: | \$ 17,391.93 | \$ 4,753.02 | \$ 7,500.00 | \$ 99.26 | \$ 7,500.00 |
| Net Total SEWER FUND: | \$ - | \$ - | \$ - | \$ 916.83 | \$ - |



Net Funds Summary



Net Funds Summary

- **FY25 Net Beginning Cash**
 - Unrestricted
 - General & Capital Improvement
 - Restricted
 - Open Space, Hydrant, Parks & Recreation, Sewer, ARPA, Liquid Fuels
 - Investment
 - Sewer Sale Investment Fund

| | 12/31/2021 | 12/31/2022 | 12/31/2023 | 12/31/2024 |
|------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Total General Fund | \$ 3,847,431.80 | \$ 3,511,949.92 | \$ 2,586,094.38 | \$ 2,693,840.72 |
| Total Capital Improvement | \$ 5,470,409.78 | \$ 4,807,307.55 | \$ 3,785,765.80 | \$ 4,699,773.45 |
| Total Open Space | \$ 433,871.58 | \$ 845,766.85 | \$ 1,699,268.87 | \$ 2,458,372.05 |
| Total Hydrant | \$ 362,843.42 | \$ 340,477.36 | \$ 391,845.72 | \$ 456,093.93 |
| Total Airport | \$ 194,076.87 | \$ 121,908.39 | \$ 395,942.30 | \$ 1,124,672.07 |
| Total Parks & Recreation | \$ 189,052.27 | \$ 87,502.46 | \$ 192,110.71 | \$ 284,506.55 |
| Total Sewer Fund | \$ 449,438.94 | \$ 652,047.73 | \$ 618,297.22 | \$ 621,899.65 |
| Total Sewer Sale Investment Fund | \$ 22,011,412.65 | \$ 22,000,000.00 | \$ 22,854,742.70 | \$ 22,316,162.37 |
| Total ARPA | \$ 515,146.83 | \$ 696,525.09 | \$ 495,648.12 | \$ - |
| Total Liquid Fuels | \$ 139,164.78 | \$ 103,103.24 | \$ 104,977.18 | \$ 501,214.76 |
| Total | \$ 33,612,848.92 | \$ 33,166,588.59 | \$ 33,124,693.00 | \$ 35,156,535.55 |
| Total Less Sewer Investment Fund | \$ 11,601,436.27 | \$ 11,166,588.59 | \$ 10,269,950.30 | \$ 12,840,373.18 |
| Total Less Restricted Funds | \$ 9,317,841.58 | \$ 8,319,257.47 | \$ 6,371,860.18 | \$ 7,393,614.17 |



Net Funds Summary

| Total Revenue | | | | | | |
|-----------------|----------------------|-------------------------|-------------------------|--------------------------|----------|--|
| | FY 2025 Adopted | FY 2025 A1 Amended | FY 2026 Proposed | \$ Change | % Change | |
| General Fund | \$ 8,179,084.51 | \$ 8,179,084.51 | \$ 9,101,175.46 | \$ 922,090.95 | 11.27% | |
| Capital Fund | \$ 1,620,384.29 | \$ 3,165,627.69 | \$ 2,092,850.39 | \$ (1,072,777.30) | -33.89% | |
| Airport Fund | \$ 4,055,848.00 | \$ 4,055,848.00 | \$ 3,061,622.05 | \$ (994,225.95) | -24.51% | |
| Open Space Fund | \$ 1,421,406.00 | \$ 1,421,406.00 | \$ 691,007.56 | \$ (730,398.44) | -51.39% | |
| Fire Fund | \$ 125,200.00 | \$ 125,200.00 | \$ 125,200.00 | \$ - | 0.00% | |
| Sewer Fund | \$ 7,500.00 | \$ 7,500.00 | \$ 7,500.00 | \$ - | 0.00% | |
| Total \$ | 15,409,422.79 | \$ 16,954,666.20 | \$ 15,079,355.46 | \$ (1,875,310.74) | | |

| Total Expenditures | | | | | | |
|--------------------|----------------------|-------------------------|-------------------------|--------------------------|----------|--|
| | FY 2025 Adopted | FY 2025 A1 Amended | FY 2026 Proposed | \$ Change | % Change | |
| General Fund | \$ 8,179,084.51 | \$ 8,179,084.51 | \$ 9,101,175.46 | \$ 922,090.95 | 11.27% | |
| Capital Fund | \$ 1,618,784.29 | \$ 3,164,027.69 | \$ 2,092,850.39 | \$ (1,071,177.30) | -33.85% | |
| Airport Fund | \$ 3,325,384.36 | \$ 3,325,384.36 | \$ 2,943,406.39 | \$ (381,977.97) | -11.49% | |
| Open Space Fund | \$ 1,125,316.25 | \$ 1,125,316.25 | \$ 361,358.12 | \$ (763,958.13) | -67.89% | |
| Fire Fund | \$ 129,200.00 | \$ 129,200.00 | \$ 129,200.00 | \$ - | 0.00% | |
| Sewer Fund | \$ 7,500.00 | \$ 7,500.00 | \$ 7,500.00 | \$ - | 0.00% | |
| Total \$ | 14,385,269.41 | \$ 15,930,512.81 | \$ 14,635,490.37 | \$ (1,295,022.45) | | |



RESOLUTION NO. 2025-018

NEW GARDEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

**A RESOLUTION OF THE TOWNSHIP OF NEW GARDEN ESTABLISHING AND
FIXING THE REAL ESTATE TAX RATE FOR FISCAL YEAR 2026**

BE IT RESOLVED AND ENACTED by the New Garden Township Board of Supervisors that a tax be and the same is hereby levied on all real property within the Township of New Garden subject to taxation for the fiscal year 2026 as follows:

The Tax Rate for General Purposes shall be 1.64 mills on each dollar of assessed valuation, being further described as \$0.00164 on each one dollar of assessed valuation.

The Tax Rate for Fire Protection (Contract Coverage) shall be 0.5 mills on each dollar of assessed valuation, being further described as \$0.0005 on each one dollar of assessed valuation.

The Tax Rate for Fire Protection (workers compensation insurance) shall be 0.033 mills on each dollar of assessed valuation, being further described as \$0.000033 on each one dollar of assessed valuation.

The Tax Rate for Ambulance (Contract Coverage) shall be 0.96 mills on each dollar of assessed valuation, being further described as \$0.00096 on each one dollar of assessed valuation.

The Tax Rate for Library Purposes shall be 0.100 mills on each of dollar assessed valuation, being further described as \$0.0001 on each one dollar of assessed valuation.

For a total 2026 Tax Rate for all purposes of 3.27 mills on each dollar of assessed valuation, being further described as \$0.00327 on each one dollar of assessed valuation.

BE IT FURTHER RESOLVED that any resolution, or a part of any resolution, conflicting with this resolution be and the same is hereby repealed insofar as the same affects this resolution.

This Resolution adopted this 15th day of December 2025, by the Board of Supervisors.

ATTEST:

SUPERVISORS:

Ted Gallivan, Chairman

Stephen Allaband, Vice Chair

David Unger, Member

Kristie Brodowski, Member

Troy Wildrick, Member

RESOLUTION NO. 2025-019

NEW GARDEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

**A RESOLUTION OF THE TOWNSHIP OF NEW GARDEN AUTHORIZING
COLLECTION OF CERTAIN MUNICIPAL TAXES BY THE CHESTER COUNTY
TREASURER**

WHEREAS, pursuant to the legal authority of 72 P.S. § 5511.22, the governing body of a municipality located within the County of Chester, a Third-Class County (hereinafter “County”), may enter into an agreement deputizing and authorizing a deputy tax collector to receive and collect certain taxes levied by the municipality (hereinafter “Services”); and

WHEREAS, on 15 December 2025, the New Garden Township Tax Collector, signed an affidavit deputizing the Chester County Treasurer, Patricia Maisano and the County Treasurer’s Office, to serve as deputy tax collector and to ensure proper receipt and collection of all real estate taxes due, either directly or by contract with a third party, pursuant to 72 P.S. § 5511.22; and

WHEREAS, New Garden Township, Pennsylvania, has requested that the Chester County Commissioners authorize the County Treasurer’s Office to collect New Garden Townships Real Estate Taxes commencing January 1, 2026 through the end of the calendar year in which a successor tax collector is elected for New Garden Township, Pennsylvania; and

WHEREAS, the County and New Garden Township have caused a written agreement which memorializes all the terms and conditions of these Services to be prepared and subsequently authorized (hereinafter “Agreement”).

NOW THEREFORE, IT IS HEREBY RESOLVED that the Board of Supervisors for New Garden Township hereby authorize the Chester County Treasurer to commence collection New Garden Township Real Estate Taxes consistent with the terms and conditions set forth herein and as more fully set forth in an Agreement which will be subsequently executed by the Board of Supervisors.

This Resolution adopted this 15th day of December 2025, by the Board of Supervisors.

ATTEST:

SUPERVISORS:

Ted Gallivan, Chairman

Stephen Allaband, Vice Chair

David Unger, Member

Kristie Brodowski, Member

Troy Wildrick, Member

COUNTY OF CHESTER

AGREEMENT FOR PROPERTY TAX COLLECTION SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the County of Chester (hereinafter "County") and New Garden Township, 299 Starr Road, Landenberg, PA 19350 (hereinafter "Municipality").

WITNESS

County proposes to provide services to the Municipality and County agrees to provide such services under and subject to the following terms and conditions:

1.0 SCOPE OF SERVICES:

- 1.1 County shall provide services as a municipal entity and not be considered as an employee of the Municipality or otherwise related status for purposes of this Agreement. County will diligently and conscientiously devote its time and attention and best efforts to render services as indicated.
- 1.2 County shall provide Property Tax Collection Services (hereinafter "Services") as required by the Municipality. The Services shall be performed by the County of Chester Office of the Treasurer. Services to be provided shall be as specified in this Agreement.

2.0 COUNTY RESPONSIBILITIES:

- 2.1 Distribution of tax bills to all parcels in the Municipality. The number of tax parcels in each Municipality shall be determined by the identification of such in the County database. The Services to be provided include:
 - 2.1.1 Annual delivery of bill to parcel holder of record for municipal taxes due. Such bill shall be delivered to each parcel holder in an acceptable delivery manner, including but not limited to United States Postal Service (USPS) delivery, electronic delivery to a mortgage company, electronic delivery, or any other delivery method determined by County to be effective service. If the bill is delivered by US Mail, it shall be first class delivery to the address of record for parcel holder.
 - 2.1.2 The County, through its vendor(s), shall ensure compliance with all USPS address-verification requirements, including requirements to allow bulk mailing rates to apply.
 - 2.1.3 The County, through its vendor(s), shall supply all printing supplies and printing, including paper stock and postage.

- 2.1.4 County shall be responsible for payment processing and collection, either directly or through its vendor. County shall process and record all receipts through its database. County shall make all good faith efforts to ensure that parcel holders receive their bills timely, accurately, and in the manner requested. County shall not be responsible for tax payments in arrears due to improper delivery or other improper notice to parcel holder. All parcel holders in the Municipality are responsible for ensuring that they receive their bills and pay their taxes in a timely manner. If a parcel holder does not receive a bill, he or she is responsible for contacting the County.
- 2.1.5 The Municipality understands that it may be responsible for any additional costs related thereto.
- 2.1.6 The County will provide duplicate bills to parcel holders when requested. The County will distribute receipts to parcel holders on demand.
- 2.1.7 The County will ensure that records of delinquencies shall be transmitted to Tax Claims for further action in a timely fashion.
- 2.1.8 County shall generate the following reports to the municipality in the format (electronically or hard copy) they prefer per the following schedule:
- Payout Report – Monthly report will give detailed information on payments received in the time period specified.
 - Tax Collection Report – Monthly report will show amounts (face, discount, and penalty) paid plus any amounts written off or refunded.
 - Billing Detail – Spreadsheet will list all bills in detail that were generated and will be sent to Municipality before bills are mailed. Will include customer plus parcel information, if the parcel was requested by mortgage company, and amount due dependent upon due date.

3.0 MUNICIPALITY OBLIGATIONS:

- 3.1 County will mail all municipal bills by February 1 of each year. The County will adhere strictly to the Municipality's parameters for payment amounts and due dates. The County shall not grant any waivers, postponements, or discounts to individual parcel owners. The Municipality may reserve the right to adjust individual tax payments due. However, the Municipality must work within the restraints of the County's reporting systems.
- 3.2 Payment of fee. Forty-five (45) days after the first annual billing date, County will automatically deduct the annual fee and forward the net proceeds.

- 3.3 The Municipality must notify the County IN WRITING of its annual millage rate by no later than January 5 of each tax year. Such writing may be in printed or electronic form. In the event that County does not receive such millage rate timely, County reserves the right to suspend all of its obligations herein, regarding performance of the Services, for the tax year in question.
- 3.4 For customer service, the Municipality will cooperate with the County to notify taxpayers that they should contact the County website or Treasurer's office. The Treasurer's Office will NOT change nor decrease any municipal tax obligation for someone requesting such. The Municipality may provide a mechanism for requests for relief from payment.

4.0 ADDITIONAL SERVICES:

- 4.1 Following the initial payment period as referenced in Section 3.2, above, the County will bill for services monthly. The County will deduct monthly fees from any outstanding funds before remitting proceeds to Municipality.
- 4.2 Past Due Notices – In the event Municipality chooses this service, County shall be responsible for printing and mailing of past due notices to any taxpayer of record who has not paid as of a date determined solely by County but not earlier than County's established date for a penalty to attach.
- 4.3 County shall provide any current-tax-year information required by Chester County Tax Claims on Municipality's behalf.

5.0 PAYMENTS:

- 5.1 County shall remit payment to Municipality on a 30-day cycle, beginning 45 days after the established billing date. The established billing date will be the date established pursuant to Section 3.1, herein, and set out on the tax bill as the first day on which taxes are due for that cycle. For example, tax bills are dated February 1, the discount, face and penalty periods are set from that date, February 1. That will be your established billing date. County remittance will begin 45 days thereafter, and Municipality will receive funds every 30 days after that.
- 5.2 The County will remit payment by check.

6.0 METHOD OF PAYMENT:

- 6.1 Municipality agrees to pay the County as follows:
- \$ 4.00/original invoice
 - \$ 2.00/piece for past due notices
- 6.2 The County shall collect all monies through the first forty-five (45) days of collection cycle and will deduct the entire fee owed to the County before distributing the proceeds. Thereafter, the County will collect money and distribute at the end of the month.

6.3 Should additional services be required by the Municipality, the County Treasurer shall have the authority on behalf of the County to negotiate any fees and/or services required. All changes shall be documented in writing and agreed to by both parties.

7.0 DISCRIMINATION:

Municipality expressly agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State and/or Local Laws, ordinances, rules, regulations and orders prohibiting discrimination in hiring or employment opportunities. Compliance is not delegable to any union, training program or other source of recruitment which prevents the Municipality from meeting their obligations hereunder.

8.0 TERM OF AGREEMENT:

This agreement shall begin January 1, 2026 through the end of the calendar year in which a successor tax collector is elected for New Garden Township, Pennsylvania. Should Municipality intend to continue services after December 31, 2026, Municipality shall notify the County of Chester Treasurer's Office, in writing, **no later than October 1, 2026** to request to extend the agreement for services for the next year. Each year thereafter, the Municipality shall notify the County of Chester Treasurer's Office, in writing, **no later than October 1** to request and execute an extension of this agreement for services for the following year. The County reserves the right to negotiate terms and

9.0 TERMINATION:

This Agreement shall terminate upon thirty (30) days written notice by either party at any time or upon incapacity of County. In the event of termination, Municipality shall pay County for work performed up to and including the effective date of the termination.

10.0 RECORD MAINTENANCE:

County agrees to maintain, produce and forward electronically records relating to the receipt of payments by municipal parcel holders. Further, County agrees to maintain records relating to the performance of the Services hereunder as required by Municipality. Such records shall be open for inspection to Municipality and to such agents of Municipality as are designated during reasonable business hours.

11.0 SOLE CONTRACTOR:

County agrees that it shall be Municipality's sole provider of Services provided under the terms of this Agreement and should it be necessary to engage any subcontractors to assist the County in the provision of services designated herein, the County accepts full responsibility for the performance of any subcontractors. All provisions of this Agreement shall apply equally to any County subcontractors. County agrees to indemnify, defend and hold Municipality harmless from and against all claims, losses, expenses, demands or judgments which result or arise out of the willful misconduct of the County or its officers, agents, servants, subcontractors or employees under this Agreement for personal injury as well as for any employment, discrimination or other employment related claims concerning County's employees or subcontractors.

The Municipality, its successors and assigns shall indemnify the County, its Commissioners, officers, officials, employees, representatives, and agents and shall hold them harmless from any and all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature and costs, which may arise against the County, its Commissioners, officers, officials, employees, representatives and agents from or related to an act or omission of the Municipality, its officials, employees, representatives, students or guests stemming from this Agreement, to the extent any such claim is not otherwise barred by the immunity protections set forth in the Political Subdivision Tort Claims Act, as amended, 42 PA. C.S.A. S 8541 et seq., or other applicable laws.

12.0 DEFAULT/RESOLUTION:

If the County or Municipality defaults in its performance under the terms and conditions of the Agreement, the defaulting party shall be notified promptly in writing within ten (10) days of the default. If the defaulting party fails to resolve a default within thirty (30) days after notification or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this Agreement shall be terminated.

13.0 CONFLICT OF INTEREST:

County will inform the Municipality in writing immediately if any potential conflict of interest arises during the performance of this Agreement. A conflict of interest may constitute grounds for termination of this Agreement following notification of the conflict, where the same is not corrected or resolved by the parties within thirty (30) days after notice.

14.0 DEPUTIZATION:

County Treasurer collects municipal taxes only when there is no elected tax collector or when an elected tax collector with approval of their taxing district and surety, deputizes in writing, a deputy tax collector who when so deputized shall be authorized to receive and collect any or all of the taxes in like manner and with like authority as the tax collector appointing them. Any tax collector, appointing any deputy collector, shall be responsible for and account to the taxing district for all taxes received and collected by his deputy. The Municipality shall provide a resolution approving a contract for tax collection services and certifying its compliance by the elected tax collector.

15.0 PUBLIC OFFICIAL AND EMPLOYEES ETHICS ACT:

County certifies that to the best of its knowledge, no Municipal official or employee has a vested interest, financial or otherwise, in this Agreement. County agrees to comply in all respects with the Public Official and Employees Ethics Act (65 P.S. Section 1101 et seq.)

16.0 NOTICE:

Notices under this Agreement shall be directed to:

For Municipality:

Attn:

For County:

Patricia Maisano, Treasurer of Chester County
313 W. Market Street, Suite 3202
P.O. Box 2748
West Chester, PA 19380-0991

17.0 CHANGES/MODIFICATIONS:

Any alteration, variation, modifications or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an Amendment, which shall be attached to and become part of the Agreement.

18.0 RIGHT-TO-KNOW LAW:

A). The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract. B). Unless the Municipality provides the County, in writing, with the name and contact information of another person, the agency shall notify the Municipality using the Municipality information provided by the Municipality herein if the agency needs the Municipality’s assistance in any matter arising out of the Right to Know Law (“RTKL”). The Municipality shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change. C). Upon notification from the County or the Right to Know Requestor that the County requires the Municipality’s assistance in responding to a RTKL request for records in the Municipality’s possession, the Municipality shall provide the County, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Municipality’s possession which arises out of the Contract that the County requests (“Requested Information”) in order to comply with the RTKL. If the Municipality fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Municipality shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur as a result of the Municipality’s failure, including any statutory damages assessed against the County. D). The County’s determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Municipality agrees not to challenge the County’s decision to deem the Requested Information a Public Record. If the Municipality considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Municipality will immediately notify the County, and will provide a written statement signed by a

representative of the Municipality explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Municipality's written statement, the County still decides to provide the Requested Information, Municipality will not challenge or in any way hold the County liable for such a decision. E). The County will not reimburse the Municipality for any costs associated with complying with this provision. F). Municipality agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Municipality agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. Municipality's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Municipality has Requested Information in its possession.

19.0 BREACH OF PERSONAL INFORMATION ACT:

Breach of Personal Information Act: The Municipality must comply with Pennsylvania's Breach of Personal Notification Act ("BPINA"), 73 P.S. § 2301, et seq. During the course of this Agreement, Municipality may obtain or be given access to the Personal Information of Commonwealth residents. Pursuant to Section 2302 of BPINA, "Personal Information" includes an individual's first name or initial and last name AND: social security number, driver's license, state-issued identification card, financial account number, credit or debit card number, medical information, health insurance information, a username or email address with way to access account. Upon discovery of a breach, Municipality must provide notice of said breach to the County as soon as practically possible, but not more than seven (7) days following date of discovery of breach. The date of discovery is the date Municipality first had knowledge or reasonable suspicion that a breach occurred. In accordance with Section 2303 of BPINA, the County is responsible for making the subsequent determinations as to whether to provide notice of breach to affected Commonwealth residents in accordance with the requirements of BPINA.

20.0 LAWS OF COMMONWEALTH:

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall lie within Chester County, Pennsylvania. The Municipality has the responsibility and obligation to become aware of and comply with all applicable statutes, rules and regulations which affect this transaction in any regard.

Municipality shall comply with all federal, state and local laws and regulations applicable to its performance under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have entered their duly authorized signatures below on the date first set forth above.

MUNICIPALITY:

COUNTY OF CHESTER:

Signature of Authorized Official

Chair, Commissioner

Typed Name & Title of Authorized Official

Commissioner

Commissioner

Witness for Municipality:

Witness for County:

Signature

Chief Clerk

RESOLUTION NO. 2025-020

NEW GARDEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

A RESOLUTION OF THE TOWNSHIP OF NEW GARDEN TO SET FEES TO BE CHARGED FOR VARIOUS SERVICES AND PERMITS

Whereas, various Ordinances call for the establishment of fees for permits, reviews, hearings, and/or inspections; and

Whereas, the Township provides various other services for which it charges fees; and

Whereas, it is helpful to have such service fees and permit fees listed in a single document for the benefit the public.

NOW THEREFORE, BE IT HEREBY RESOLVED that the following shall be fees charged by New Garden Township, as listed herein:

SECTION I. – GENERAL GOVERNMENT

A. SALE OF DOCUMENTS

- Copies / scans (performed by staff) \$ 0.25 p/ sheet
- Subdivision & Land Development Ordinance \$ 60.00
- Zoning Ordinance \$ 60.00
- Copy, any size taken to outside vendor, actual cost plus \$ 25.00

Right To Know Requests: Fee structure as promulgated by PA Office of Open Records (on file at the Township office or online at <https://www.openrecords.pa.gov/RTKL/FeeStructure.cfm>)

Credit Card Convenience Charge 2.5%

B. SERVICES

- Returned check fee \$ 35.00

Building Use:

- Small Conference Room \$ 200.00 deposit
\$ 75.00 resident
\$ 150.00 non-resident
- Medium Conference Room \$ 250.00 deposit

\$ 150.00 resident
 \$ 300.00 non-resident

- Large Board Room (BOS) \$ 300.00 deposit
 \$ 450.00 resident
 \$ 600.00 non-resident

SECTION II. – PUBLIC SAFETY

A. PUBLIC WORKS DEPARTMENT

- Hourly rate per employee \$ 75.00

Highway occupancy fees shall be in accordance with **Schedule of Fees for Highway Occupancy Permits** as published by PENNDOT Board of Supervisors.

Equipment rates commensurate with FEMA Schedule of Equipment

B. BUILDING PERMITS – New Construction, Alterations, Additions, Repairs

| | |
|--|---|
| <p><i>The contract copy must be submitted with all permits to properly determine fees. All permit fees doubled for commencing construction without a permit. All building permit applications incur an additional \$4.50 PA Labor and Industry fee. Must submit two (2) sets of plans with application and electrical reviewed and signed by a certified electrical plans examiner. Incomplete applications will not be accepted until complete. Including Contractor Registration</i></p> | |
| <p><u>Estimated Value of Construction</u> Construction estimated values are only intended to determine the amount of a permit fee for construction projects that do not have a contract or costs included. Construction estimated value will be determined as per the following schedule.</p> | |
| <p><u>New Dwellings, Additions, or Alterations to include Apartments and Townhouses.</u> Basements utilized as kitchens, living rooms, dining rooms, bedrooms, etc. constitute living space and shall be computed as per item as indicated. <i>Does not include permit fees for Electrical, Plumbing, and Mechanical</i></p> | <ol style="list-style-type: none"> 1. \$95.00 per sq. ft. of living space 2. \$20.00 per sq. ft. of unfinished basement 3. \$30.00 per sq. ft. of finished basement 4. \$26.00 per sq. ft. of garage area 5. \$18.00 per sq. ft. of wooden decks 6. \$10.00 per sq. ft of patios 7. \$25.00 per sq. ft. of covered porches 8. \$15.00 per sq. ft. for miscellaneous |

| | |
|---|---|
| | |
| <u>Assembly Buildings</u> <i>Does not include permit fees for Electrical, Plumbing, and Mechanical</i> | 1. \$145.00 per sq. ft. of assembly or occupied area. 2. \$50.00 per sq. ft. of unoccupied areas with excess of 150 sq. ft. |
| <u>New Commercial, Industrial, Institutional, Assembly, and all other structures not previously included.</u> <i>Does not include permit fees for Electrical, Plumbing, and Mechanical</i> | 1. \$145.00 per sq. ft. of all areas excluding basement, utility room, furnace room, etc. more than 150 sq. ft. 2. \$50.00 per sq. ft. of basement, utility room, furnace room and similar areas more than 150 sq. ft. |
| <u>Residential Accessory Buildings</u> <i>Does not include permit fees for Electrical, Plumbing, and Mechanical</i> | 1. \$26.00 per sq. ft. for buildings not intended for human occupancy, garages, sheds, barns, greenhouses, etc. 2. \$36.00 per sq. ft. for buildings intended for human occupancy, studios, workshops, hobby shops, etc. |

| Building Permit Fees | |
|--|--|
| Residential Use Group R-3 (Detached & Semi-detached SFD) | Fee |
| • Minimum fee for residential permits | \$150.00 |
| • New Construction, alteration, structural repair, & accessory structures | \$52.00 1 st \$1,000.00 + \$21.00 Add'l \$1,000.00 |
| • Manufactured homes | \$20.00 p/ 100 s. f. |
| • Generator <ul style="list-style-type: none"> ○ Mechanical ○ Electrical | \$52.00 1st \$1000.00 + \$21.00 Add'l \$1000.00 \$52.00 1st \$1000.00 + \$21.00 Add'l \$1000.00 |
| • Roof replacement | \$85.00 |
| • Use & Occupancy (res) | \$50.00 |
| | |
| Commercial & all other use groups than R-3 | |
| • Minimum fee for permits | \$275.00 |
| • Plan Review | \$100.00 |
| • New Construction, additions, alterations & repairs | \$155.00 1 st \$1000.00 + \$31.00 Add'l \$1000.00 |
| • Generator <ul style="list-style-type: none"> ○ Mechanical | |

| | |
|--|--|
| ○ Electrical | \$155.00 1 st \$1000.00 + \$31.00 Add'l \$1000.00 \$155.00 1 st \$1000.00 + \$31.00 Add'l \$1000.00 |
| ● Use & Occupancy (com) | \$7.50 p/100 sq. ft. w/minimum \$75.00 |
| ● Mechanical – All Use Groups | \$155.00 1 st \$1000.00 + \$31.00 Add'l \$1000.00 |
| ● Plumbing – All Use Groups | \$155.00 1 st \$1000.00 + \$31.00 Add'l \$1000.00 |
| ○ Water service | \$100.00 ² |
| ○ Sewer lateral | \$100.00 ² |
| ○ Grease traps/oil separators | \$100.00 ² |
| ● Electrical – All Use Groups | \$155.00 1 st \$1000.00 + \$31.00 Add'l \$1000.00 |
| ● Fire – All Use Groups | \$155.00 1 st \$1000.00 + \$31.00 Add'l \$1000.00 |
| | |
| Failed/Reinspection's | \$100.00 each |
| Code Official | \$75.00 per hour |
| Appeal to Building Appeals Board | \$1,550.00 Escrow shall be established with the submittal of an application for appeal. The following cost will be deducted from the escrow account. |
| ● Notes of testimony and transcript fees | |
| ● Stenographers' appearance cost | |
| ● Advertising costs | |
| ● Plus, an administrative fee of 10% of charges incurred in conjunction therewithin; \$150.00 minimum. | |

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| Stormwater Management/Erosion Control | Projects >4999 sq. ft. earth disturbance |
| ● Application fee | \$200.00 |
| ● Escrow initial deposit | \$500.00 |
| ● Operation & Maintenance Fee | Based on Township Engineer Inspection |

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|------------------------------------|----------------------|
| Miscellaneous Permits/Fees | |
| ● Blasting | \$100.00 |
| ● Concrete slab | \$5.00 p/100 sq. ft. |
| ● Contractor Registration (annual) | \$100.00 |
| ● Demolition | \$150.00 |
| ● Driveway ⁵ | \$50.00 |
| ● Home Occupation | \$100.00 |
| ● Junk Yard License (annual) | \$100.00 |

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| • Lot alteration | \$100.00 + \$10.00/1,000 sq. ft. |
| • Mobile food permit (annual) | \$150.00 |
| • Mobile Home Park (annual) | \$100.00 + \$10/unit |
| • Mushroom farm wastewater collection system | \$100.00 |
| • Mushroom spent substrate (registration) | \$600.00 |
| • Mushroom spent substrate (annual renewal) | \$300.00 |
| • Reinstate expired permit | ½ original fee |
| • Signs | \$5.00 p/sq. ft. (\$275.00 minimum) |
| • Solicitation (30 day) | Base fee \$150.00 plus \$40.00 per applicant |
| • Special Events | \$100.00 |
| • Timber Harvesting | \$100.00 |
| • Trailer (construction) | \$250.00 |
| • Trailer (Sales/Office) | \$400.00 |
| ¹ GFA – Gross Floor Area, defined by the International Building Code: total square footage of all levels. | |
| ² Plus consultant & engineer’s review fees and inspection fees billed separately. | |
| ³ Applicant will be billed for actual costs after appeal. | |
| ⁴ Change of use only when a building permit is not required. | |
| ⁵ Inspection fees not included. Fees set by PENNDOT’s Schedule of Fees for Highway Occupancy. | |
| ⁶ Does not include Township Engineer review or inspection fees. Applicant is responsible for all fees. | |

C. FIRE CODE PERMITS

| Construction Permits | Fee |
|---|---------------------------------|
| Automatic Fire-Extinguishing System to include but not limited to: Fire Sprinklers, Wet Chemical Systems, Dry Chemical Systems, Gaseous Suppression Systems must have appropriate plans, calculations, and cut sheets provided for a permit. Three (3) sets of engineered plans are required with the application | |
| Auto Fire Extinguishing System | Plan Review and Inspection Fees |
| • First \$1000.00 of cost or fraction thereof | \$50.00 |
| • Each additional \$1000.00 or fraction thereof | \$20.00 |
| A permit application is required for Fire Alarm Systems and must be submitted in | |

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|---|---|
| triplicate. One set remains with the applicant, one set is returned to the applicant, and one must be kept on site. | |
| Fire Alarm System | |
| <ul style="list-style-type: none"> • First \$1000.00 of cost or fraction thereof | \$50.00 |
| <ul style="list-style-type: none"> • Each additional \$1000.00 or fraction thereof | \$20.00 |
| Fire Pumps, Standpipe Systems, and Underground Water Main Systems/Private Fire Hydrants | \$260.00 \$260.00 per standpipe |
| Emergency Responder Radio Coverage System, Gates and barricades across fire apparatus access roads, motor vehicle repair rooms and booths, spraying room, dip tank or booth, smoke control or smoke exhaust systems, tent membrane structures & tents | \$260.00 |
| Smoke control or smoke exhaust systems | \$260.00 |
| | |
| Operational Permits | Fee |
| Manufacture, storage, or handling of aerosol products, Special amusement buildings, Cellulose nitrate film, Combustible fibers, Compressed gases, Cryogenic Fluids, Dry Cleaning business, Flammable & Combustible Liquids, Liquid or Gas-fueled Vehicles or Equipment in Assembly Buildings, LP-Gas, Ethylene Gas, Magnesium, Miscellaneous Combustible Storage, Organic Coatings, Pyroxylin Plastics, Spraying or Dipping, Tire Rebuilding Plants, Waste Handling | \$206.00 – 30 day \$515.00 – Annual |
| Cutting and Welding Operations, Hot Work Operations, Open Burning, Open Flames and Torches, Open Flames and Candles | \$52.00 – 30 day \$103.00 – annual |
| Aviation Facilities, Places of Assembly, Repair Garages and Motor Fuel-Dispensing Facilities, Rooftop Heliports | \$206.00 – annual |
| Carnivals and Fairs | \$156.00 – 30 day |
| Covered and Open Mall Buildings <ul style="list-style-type: none"> • Combustible Goods • Flame Producing Devices Gas Fired Equipment | \$206.00 – annual \$206.00 – 30 day \$515.00 – annual |
| Fire Hydrants and Valves, Private Fire Hydrants | \$103.00 – annual |
| Fireworks | |

| | |
|---|---|
| <ul style="list-style-type: none"> • Public • Private | \$205.00 flat fee, certificate of insurance and copy of PA Pyrotechnics License Prohibited |
| <ul style="list-style-type: none"> • Floor Finishing | \$52.00 – 60 day |
| Explosives, Fireworks, Hazardous Materials, HPM Materials | \$26.00 – daily \$206.00 – 30-day \$1,030.00 – annual |
| Exhibits and Trade Shows | \$206.00 per event (maximum 30 days) |
| Mobile food preparation vehicles | \$103.00 |
| Pyrotechnics | \$103.00 per event |
| Industrial Ovens | \$103.00 – annual |
| Lumber Yards, Wood Working Plants, Wood Product Storage, High Piled Storage | \$309.00 – annual |
| Refrigeration Equipment | \$103.00 – annual |
| Storage of Scrap Tires and Tire Byproducts | \$515.00 – annual |
| Temporary Membrane Structures and Tents | \$103.00 – annual |

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| Fire and Life Safety Permit | |
| In conjunction with the International Fire Code, annual Fire Prevention and Life Safety inspections are conducted on all occupancies, except for single family dwellings and townhomes. Associated inspections are conducted by the Township Fire Marshal or a designated representative. | |
| Square Feet | Fee |
| Up to 1,000 | \$52.00 |
| 1,001 to 3,500 | \$77.00 |
| 3,501 to 12,000 | \$103.00 |
| 12,001 to 36,000 | \$129.00 |
| 36,001 to 50,000 | \$155.00 |
| 50,001 to 100,000 | \$206.00 |
| Over 100,000 | \$258.00 |
| Reinspection fee | \$100.00 |
| False Fire Alarm Fees | |
| A fee will be charged according to the following fee schedule. Failure to pay fees will result in assessed penalties. Fire alarms will be assessed on a 12 – month cycle. | |
| False Alarm | Fee |
| Two (2) per 12-month cycle | \$26.00 |
| Three (3) per 12-month cycle | \$515.00 |
| Three (3) or more per 12-month cycle | \$515.00 per alarm |

| | |
|------------------------------------|---------------------------------------|
| Failed/Reinspection Inspections | \$100.00 |
| Code Official | \$75.00 p/hour |
| Appeals to Fire Code Appeals Board | \$500.00 application fee ³ |
| | |

D. RENTAL & PROPERTY MAINTENANCE

| | |
|---------------------------------|----------------------------|
| Rental | |
| Single/Multifamily Dwellings | \$100.00 per unit (annual) |
| Failed/Reinspection Inspections | \$100.00 per unit |
| Registration late fee | \$30.00 |

SECTION III - ZONING

| | |
|---|-----------------|
| General | |
| • Zoning Certification | \$200.00 |
| • Zoning Permit | \$100.00 |
| • Zoning Certificate of Occupancy | \$100.00 |
| • Home Occupation | \$100.00 |
| • Home Day Care | \$100.00 |
| | |
| Zoning Hearing Board Applications | |
| • Application, Zoning Hearing Board (res) | \$1,000.00 |
| • Application, Zoning Hearing Board (com) | \$1,400.00 |
| • Subsequent Hearings | \$1,200.00 each |
| | |
| Conditional Use Hearings | |
| • Applications | \$1,400.00 |
| • Subsequent Hearings | \$1,200.00 each |

SECTION IV. – SUBDIVISION/LAND DEVELOPMENT

Every applicant, at the time of filing an application for approval of a subdivision or land development plan, shall pay to the Township of New Garden a basic filing fee and escrow deposits for reasonable and necessary charges by the Township’s professional consultants in accordance with the approved consultant fee schedule on record at the Township Building.

A. TENTATIVE SKETCH PLAN

No Charge if submitted to the Township Planning Commission for informal discussion purposes only.

Persons submitting tentative sketch plans shall reimburse the Township all charges associated with the sketch plan review prior to submission of Preliminary or Final Subdivision and Land Development applications.

B. MINOR SUBDIVISION

| | |
|---|------------|
| Lot Line Change/Reverse Subdivision: | Fee |
| • Filing Fee | \$300.00 |
| • Escrow initial deposit | \$1,300.00 |
| • Escrow minimum balance | \$650.00 |
| | |
| Plan showing from two (2) through and including three (3) lots: | |
| • Filing Fee | \$500.00 |
| • Escrow | \$1,300.00 |
| • Escrow minimum balance | \$650.00 |

C. MAJOR SUBDIVISION – RESIDENTIAL

| | |
|---|------------|
| Plans showing four (4) through ten (10) lots: | |
| • Filing fee | \$500.00 |
| • Per lot or dwelling fee | \$100.00 |
| • Escrow initial deposit | \$3,500.00 |
| • Escrow minimum balance | \$1,750.00 |
| | |
| Plans showing eleven (11) or more lots: | |
| • Filing fee | \$500.00 |
| • Per lot or dwelling fee | \$100.00 |
| • Escrow – Deposit first ten (10) lots | \$8,500.00 |
| • Escrow – Minimum balance | \$4,250.00 |

D. SUBDIVISION – NON-RESIDENTIAL

| | |
|---------------------------|------------|
| • Filing fee | \$500.00 |
| • Per lot or building fee | \$100.00 |
| • Escrow initial deposit | \$4,000.00 |
| • Escrow minimum balance | \$2,000.00 |

E. LAND DEVELOPMENT PLAN

| | |
|---|-------------|
| Plan to show less than ten (10) acres of development: | |
| • Filing fee | \$500.00 |
| • Escrow – Initial deposit | \$11,000.00 |

| | |
|----------------------------|------------|
| • Escrow – Minimum balance | \$5,500.00 |
|----------------------------|------------|

| | |
|---|-------------|
| Plans showing greater than ten (10) acres of development: | |
| • Filing fee for first 50 acres | \$500.00 |
| • Filing fee for each additional acre | \$50.00 |
| • Escrow initial deposit | \$18,000.00 |
| • Escrow minimum balance | \$9,000.00 |

F. MANUFACTURED HOME/MOBILE HOME PARK – PLANNED RESIDENTIAL DEVELOPMENT*

| | |
|--|-------------------------------------|
| • Filing fee | \$500.00 |
| • Per lot/Unit fee | \$40.00 |
| • Engineer and Legal review (initial escrow) | \$3,000.00 + \$25.00 p/proposed lot |

* Separate from Mobile Home Park Annual fee in section II Public Safety – Miscellaneous Permits/Fees

Terms and amount of escrow requirements are set forth in escrow agreement heretofore approved by the Township and to be attached to all applications and signed by the applicant/owner.

Every applicant, after receiving final approval of a subdivision or land development plan, but before the plans are released for recording and before any building permits may be issued or any construction commenced, shall pay to the Township all fees and charges associated with any sketch plan, Preliminary or Final submissions and escrow deposits in accordance with Subdivision and Land Development agreement approved by the Township.

All escrows and reimbursements of cost incurred by the Township will include a 10% administrative charge, not to exceed \$100.00, for accounting, billing, and file maintenance. All engineer, legal and consultant fees to be reimbursed to the Township.

Escrow deposit shall be held without interest.

SECTION V. – PARKS DEPARTMENT

A. NEW GARDEN PARK

All New Garden Park facility rental rates are based on 6 hours of use per facility:

- AM – 8 am – 2 pm

- PM – 2 pm – 8 pm
- Park Pavilion 1
 - \$ 100.00 deposit
 - \$ 75.00 resident
 - \$ 100.00 non-resident
- Park Pavilion 2
 - \$ 100.00 deposit
 - \$ 75.00 resident
 - \$ 100.00 non-resident
- Park Pavilion 3
 - \$ 100.00 deposit
 - \$ 50.00 resident
 - \$ 75.00 non-resident
- Lyceum – Lower Level
 - \$ 100.00
 - \$ 150.00 deposit
- Cleanup
 - \$ 75.00 per hour

B. SPECIAL EVENT PARK PERMIT:

- New Garden Township Residents:
 - \$ 75.00 p/ event p/ day
- Non-residents:
 - \$ 150.00 p/ event per day
- Businesses/Organizations:
 - \$ 150.00 p/ event p/ day
- Township personnel in attendance:
 - \$ 75.00 p/ Township staff p/ hour

SECTION VI. – NEW GARDEN FLYING FIELD FEES

- Individual T-Hangar
 - \$ 300.00 p/ month
- Shared Hangar
 - \$ 200.00 p/ month
- Hangar 1301
 - \$ 750.00 p/ month
- Tie Down
 - \$ 85.00 p/ month
- Overnight Ramp Fee
 - \$ 10.00 p/ night

SECTION VII. – CONSULTANT FEES

Consultant fees shall be re-billed according to fee schedule rates on file at the Township.

SECTION VIII. – PAST DUE INVOICES

All past due invoices are subject to interest rate charges as provided by law. Charges for services that involve a late fee as stated in this resolution are not subject to charge for interest.

SECTION IX. – DISCLAIMER

The failure to list, in this Resolution, a fee that is properly listed elsewhere shall not obviate the responsibility to pay that fee. In the event a fee is not specifically listed herein for a specific structure, alteration, or repair, then the fee to be paid is that which is most similar to the proposed activity.

Resolution 25-020 shall have an effective date of January 1st, 2026, through December 31st, 2026.

All Resolutions inconsistent herewith are repealed and of no force and effect.

This Resolution adopted this 15th day of December 2025, by the Board of Supervisors.

ATTEST:

SUPERVISORS:

Ted Gallivan, Chairman

Stephen Allaband, Vice Chair

David Unger, Member

Kristie Brodowski, Member

Troy Wildrick, Member

**NEW GARDEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2025-21

AND NOW THIS ____ day of _____, 2025 be it and it is hereby resolved by the Board of Supervisors of New Garden, Chester County, Pennsylvania to amend and restate certain provisions of the New Garden Township Personnel Manual adopted on August 21, 2023 by Resolution No. 884 as follows:

7. Benefits

A. HEALTH INSURANCE AND OTHER BENEFITS

1. The Township offers various benefits to its full-time employees. Because the Township retains sole discretion over the provision and extent of benefits provided to its full-time employees, and because benefit specifics (e.g., scope of coverage, premiums) change on a frequent basis, the following list serves only to provide an overview of benefits the Township *may* provide at any one time. Generally, these below benefits are available to the employee on the first date of employment. For detailed information on any benefit please refer to the controlling documents for that benefit.

C. Paid Time Off (“PTO”)

1. Vacation: During the first full year of employment, full-time employees shall be entitled to five (5) paid vacation days. After the second full year of employment, full-time employees shall be entitled to ten (10) paid vacation days. After five (5) years of employment, full-time employees shall be entitled to fifteen (15) paid vacation days. After ten (10) years of service, full-time employees shall be entitled to twenty (20) paid vacation days. During the first calendar year of employment, full-time employees are entitled to vacation days in the prorated amount based upon five (5) paid vacation days in a calendar year. All yearly vacation days will accrue on the anniversary date of employment.

| <u>service year</u> | <u>vacation days</u> |
|---------------------|----------------------|
| 7 years of service | _____ days |
| 10 years of service | _____ days |

Vacation scheduling must be approved by the Township Manager or an employee’s direct supervisor prior to an employee utilizing vacation time. Vacation may be taken at any time during the vacation year earned, upon the prior approval of the Township Manager or employee’s immediate supervisor. Vacation days cannot be carried over to the next year and shall be forfeited. Vacation days will be “paid out” (meaning the Township pays cash equivalent of a vacation day as if that employee had actually worked on such day) only upon separation of employment with the Township, in good standing. Termination for misconduct or resignation in lieu of termination for misconduct will not require the Township to pay out unused vacation time.

The following replaces the current Section entitled “G. Township Vehicles”:

G. Motor Vehicle Operations Policy

Purpose: To establish a policy pertaining to the requirements and responsibilities for operating an employer vehicle.

Definition of an “Employer Vehicle”: Any vehicle that is owned by New Garden Township or leased, rented, or borrowed by New Garden Township. This includes equipment that does not require a driver's license but will be operated on a public street and includes mobile equipment and trailers while being carried or towed by an employer vehicle.

Driver’s License Requirements:

A. Prospective and current employees, whose job duties include the operation of an employer vehicle, must be in possession of a valid and current Pennsylvania driver's license and such license shall include the appropriate class of commercial license for the vehicle being operated. Under no circumstances shall an employee whose license has expired or been cancelled, revoked or suspended, operate an employer vehicle.

B. Employees, whose duties include the operation of an employer vehicle, must produce a valid and current Pennsylvania driver's license upon request by New Garden Township.

C. An employee, whose job duties include the operation of an employer vehicle, shall immediately, within 24 hours, notify his/her department head of any change in the status of his/her driver's license or the receipt of any citation for a moving violation in the operation of a motor vehicle where the penalty for the violation is revocation or suspension of driving privileges, or where the disclosure of the violation is otherwise required by law. Failure to immediately report a driver's license revocation, suspension, or cancellation, as required by this paragraph, shall result in disciplinary action in accordance with applicable personnel policies and procedures. Disciplinary actions shall include those described in paragraph D of this policy.

D. An employee who fails to report a change in the status of their driver's license or the receipt of any citation for a moving violation shall be subject to one or more of the following disciplinary actions:

- Letter of reprimand;
- Suspension without pay;
- Revocation of driving privileges and transfer/demotion to a job not requiring the ability to drive; or
- Termination of employment.

Motor Vehicle Record (MVR) Requirements:

Subject to any other requirements imposed by law, the employer adopts the following:

A. An applicant for a position with the employer, whose job duties include driving an employer vehicle, will have his/her current MVR reviewed, prior to being employed, by the hiring authority. Unless the applicant is able to prove satisfactory resolution of any excessive point accumulation, applicants with six or more points for traffic violations or a conviction or pending charge for driving under the influence during that period, will be disqualified from consideration for the position in question.

B. Each employee authorized to operate an employer vehicle shall sign an authorization form allowing the employer to conduct random motor vehicle record (MVR) checks. Any information so obtained by the employer will be treated as confidential.

C. If a current employee whose job description includes the operation of an employer vehicle, has, at any time, an MVR that shows greater than six (6) points according to the points scale for the PA Department of Transportation, that employee shall be required to attend a defensive driving course. The date of reference for points accumulation shall be the date of the conviction. The Township Manager or other responsible official shall be responsible for reviewing the employee's MVR near the anniversary date of the employee's initial hiring or promotion to a position requiring the operation of an employer vehicle.

D. The employee who is identified as having an MVR greater than six (6) points will be given 90 days from the date of notification to present a certificate from a school of defensive driving to the appropriate department head, or the employee's driving duties will be suspended until such certification is presented.

E. Any current employee arrested for driving under the influence of alcohol or drugs will be immediately prohibited from operating employer vehicles. If they are ultimately found not guilty of driving under the influence of alcohol or drugs, their driving duties will be restored immediately. In addition to any penalty imposed by law upon a finding of guilty, the employer may also permanently discontinue the employee's driving duties or suspend them for a period of time as determined by the employer.

Seat Belt Use

A. Seat belt use is mandatory in all employer vehicles. This applies to both the driver and all passengers in seating locations equipped with seat belts.

Procedures for Obtaining Certification to Operate Employer Vehicles

A. All Departments: All new employees who may, as a part of his/her job duties, operate an employer vehicle or current employees being promoted or transferred into positions that may require operating employer vehicles, will have their driver's license and current MVR reviewed by the appropriate department head or designee. The purpose of this review is to ensure

compliance with sections 1.03 and 1.04 of this policy. The MVR and the employee will be brought to the employer's risk manager or other responsible official who will certify the employee to operate employer vehicles and brief the employee on the employer's Motor Vehicle Operations Policy.

Involvement of the Employer Solicitor's Office

A. At the discretion of the Township Manager, the New Garden Township solicitor's office will be notified of any accident that involves personal or bodily injury to an employee or another party. This notification should be made in writing by the responsible party. In such a case, any further personnel action as to the employee involved in the accident shall be held in abeyance until the New Garden Township solicitor advises the Township Manager with regard to the disposition of the employee and/or accident review/investigation.

B. All departments will submit accident/incident reports involving their employees to the Human Resources Director and/or other responsible official for review. They shall conduct an initial investigation to determine whether the accident was clearly non-preventable. The Human Resources Director and/or other responsible official will notify the responsible department head of whether the accident is clearly non-preventable or whether the accident is being referred to the Board of Supervisors.

F. The employee involved in an accident which is to be reviewed shall be given at least two weeks written notice by the Board of the date when they are to appear before the Board. The written notice shall be given by the risk manager or other responsible official who shall present all the facts relating to the accident to the Board. These responsibilities include calling witnesses and presenting evidence to the Board. The employee/driver shall also have the right to present witnesses and other evidence to the Board. Employees are not entitled to be represented by an attorney at the Board hearing.

G. No later than four (4) weeks after the initial notification of the accident or incident in subparagraph E above, the Board will convene to determine whether the accident or incident was preventable or non-preventable and recommend corrective action to be taken by the employee's department head. Corrective action may include requiring the employee to attend a

defensive driving program, restricting or suspending or discontinuing the employee's driving duties. The Board will use the following criteria to make these decisions:

- Number of prior preventable accidents while operating an employer vehicle;
- Severity of the loss;
- Aggravating and mitigating circumstances of the accident;
- The avoidability of the accident; and
- The employee's work record and background.

Immediately upon conclusion of the hearing the Board will by majority vote determine what, if any, corrective action is required. The Board shall notify the affected employee of the Board's decision in writing no later than three (3) days thereafter.

H. Any appeal of the Board's decision will be made directly to the Township Manager within five (5) working days after the affected employee is notified of the Board's decision.

I. The appeals process will be the same as for all disciplinary actions.

Use of Employer Vehicles for Personal and Official Purposes

All employees who are provided a "take home" vehicle (an employer vehicle which may be used outside of work hours) shall be permitted to use that vehicle strictly in accordance with written guidelines adopted by the employer and its departments. These guidelines may include the following, with the more common ones highlighted in bold. Many of them may also apply to the use of all employer vehicles regardless of whether they are also "take home" vehicles.

A. Restricting the use of the employees' "take home" vehicles to the performance of their official duties, with the provision that they can commute to work with those vehicles.

B. Prohibit employees from using their "take home" vehicles for any other purpose unless expressly permitted to do so by their department head in writing. The authorization form shall be signed by both the department head and the individual employee and shall contain a description of the permitted use(s) and the time allowed for such use(s).

C. Employees shall not allow any other persons to drive their “take home” vehicle, nor shall they carry any passengers in that vehicle who are not also employer employees, business associates or members of their immediate family, unless they are given written permission to do so by their department head.

E. Providing that any violation of the guidelines governing “take home” vehicles will subject the violator to disciplinary action, up to and including termination.

F. Providing that if an accident or damage to the “take home” vehicle occurs while that vehicle is being used by the employee to whom it is assigned, that employee must immediately provide the employer with written notice of that accident on the form provided by the employer.

G. Upon separation or termination of employment by the employer, all “take home” vehicles assigned to any separated employee must be returned in good condition and the vehicle and keys given to the appropriate department head.

H. The Township Manager may approve the assignment of “take home” vehicles only to the following employees:

1. Employees who have primary responsibility or accountability for emergency management/response functions;

2. On-call employees who are regularly called upon to respond to an after-hours emergency condition from their homes; and

3. Any other employees as determined by the Township Manager.

L. Restrict the use of “take home” vehicles to commuting and deminimis personal use, with all other uses prohibited, with the only exception for especially approved personnel.

M. Except when required during the workday, employees shall not drive their “take home” vehicles for personal use more than ten (10) miles from the employer office or ten (10) miles from their residence.

N. Require that all “take home” vehicles be operated in accordance with any other restrictions and requirements adopted by the employer for employer vehicles.

O. Township employees, particularly those assigned vehicles for take home purposes, should attempt to avoid any vehicle use which might result in or create the appearance of impropriety with regard to public perception concerning misuse of an employer vehicle.

P. Vehicles assigned for take home use shall remain available for use during regular business hours.

Q. When employees are on vacation or any other leave for more than two (2) consecutive workdays, including paid holidays, they will notify their supervisor, who will make a determination whether the vehicle is needed for operational purposes during the absence.

R. Each department is required to maintain an up-to-date list of those employees authorized to operate employer vehicles. The list must include each employee’s name, job title, and the following driver’s license information: license number, classification, restrictions, endorsements, expiration date and date of birth.

S. An operator’s personal equipment shall not be installed in employer vehicles. Personal items stored in employer vehicles/equipment are not covered by the employer’s insurance.

T. Operators of employer vehicles shall be responsible for the immediate payment of all parking and traffic violations which they incur.

U. Any individual who is a volunteer or unpaid intern is not permitted to operate an employer vehicle unless approved by the Employer Manager.

Responsibilities for Operation of Employer Vehicles

A. Department heads shall be responsible for:

1. Insuring that employees are aware of all these policies and procedures governing the operation and maintenance of employer vehicles, including the driver's license requirement and Motor Vehicle Record (MVR) requirements in this policy.

2. Insuring that the proper procedures are followed for certifying employees to operate employer vehicles.

3. Insuring employees are aware of and comply with the seat belt usage requirement.

B. Drivers of employer vehicles shall be responsible for:

1. Complying with all of the requirements in sections 1.03, 1.04, 1.05, 1.09, and 1.10 herein.

2. Driving the employer vehicle safely and in compliance with all speed limits and other traffic laws. Driving any employer vehicle while under the influence of alcohol or drugs is strictly prohibited. Using any employer vehicle in the commission of any illegal activity of any kind is also prohibited.

3. Reporting all accidents and property damage to the employer vehicle no later than twenty-four (24) hours after the incident occurs. Additional special reporting requirements may be imposed by the employer departments.

4. Otherwise operating the employer vehicle in accordance with all employer motor vehicle policies and procedures, including those applicable to “take home” vehicles in section 1.09 above, and any other policies and procedures adopted by their departments.

Liability and Insurance

A. For purposes of this policy, any employee who operates an employer vehicle (including any “take home” vehicles) outside the scope of the permissive uses expressly authorized by New Garden Township may also be acting outside the scope of their official duties and therefore may not have any statutory immunity or liability protection under Pennsylvania law.

B. As respects the employee-driver, New Garden Township’s business automobile liability coverage will not pay any damages, defense costs or expenses resulting from any bodily injuries or property damage sustained by any third parties which are caused by the operation of an employer vehicle (including any “take home” vehicles) outside the scope of the permissive

uses expressly authorized by New Garden Township for that vehicle. Nor will New Garden Township pay or indemnify the employee-driver for any such damages, defense costs or expenses.

Use of Personal Vehicles

A. The use of personal vehicles to conduct employer business shall be kept to a minimum. On the occasion when an employer vehicle is not available, personal vehicles may be used with the permission of the department head.

B. Employees shall be notified in writing that the automobile insurance carried by the employer will only provide secondary or excess coverage in the event of an accident; primary coverage is provided by the automobile insurance carried by the employee.

C. The employer shall reimburse employees on a per-mile basis for the business use of their personal vehicle, provided that prior approval for such use was granted by their department head. Such reimbursement shall be made in accordance with the Standard Mileage Rate published by the Internal Revenue Service for the business use of a personal vehicle.

D. Reimbursement for the business use of a personal vehicle will be made only in those circumstances when an employee would have otherwise been authorized to use an employer vehicle and it has been pre-approved by the department head, e.g. attendance at a conference/seminar or travel between work sites. Commuting to/from work, as well as employees' outings, dinners, picnics, and other functions not directly the concern of the employer will not be considered employer business, unless approved in advance by the Township Manager

Prohibition On Texting And Use Of Handheld Cell Phones While Driving

1.0 Background

Using interactive mobile devices while driving has been conclusively shown through credible research to be a potentially dangerous activity that can distract drivers and increase the risk of a crash, near-crash, unintended lane departure and other unsafe driving actions. It has also been shown to decrease a driver's ability to make decisions and react to unexpected roadway conditions. Federal and Pa. law now effectively ban texting and the use of handheld cell phones while driving for commercial and non-commercial motor vehicle operators for all but emergency circumstances.

2.0 Applicability

This policy applies to all employees and volunteers while driving employer-owned vehicles whether during or outside of normal working hours. In other words, this policy "travels" with the employer-owned vehicle. The policy also applies to employees or volunteers operating their personal vehicles while in the course and scope of work activities authorized by the employer.

3.0 Definitions

Driving - Operating a commercial or non-commercial motor vehicle, with the motor running, including while temporarily stationary because of traffic, a traffic control device, or other momentary delays. Driving does not include operating a commercial or non-commercial motor vehicle with or without the motor running when the driver moved the vehicle to the side of or off a highway and is halted in a location where the vehicle can safely remain stationary.

Interactive Mobile Device - A handheld wireless telephone, personal digital assistant, smart phone, portable or mobile computer or similar device which can be used for voice communication, texting, emailing, browsing the Internet, instant messaging, playing games, taking or transmitting images, recording or broadcasting videos, creating or sharing social media or otherwise sending or receiving electronic data. The term **DOES NOT** include any of the following:

- (1) A device being used exclusively as a global positioning or navigation system;
- (2) device that is being used in a hands-free manner or with a hands-free accessory or system, including one that is physically or electronically integrated into the vehicle;
- (3) a device being used exclusively for emergency notification purposes;
- (4) a device being used exclusively by an emergency service responder while engaged in the performance of duties; or
- (5) a device being used exclusively by a commercial driver who within the scope of the individual's employment uses a device if the use is permitted under regulations promulgated under 49 U.S.C. § 31136 (relating to United States Government regulations).

Using An Interactive Mobile Device – Consists of the following behaviors:

- (1) Using at least one hand to hold, or support with another part of the body, an interactive mobile device.
- (2) Dialing or answering an interactive mobile device by pressing more than a single button.
- (3) Reaching for an interactive mobile device in a manner that requires a driver to maneuver so that the driver is no longer in a seated driving position, restrained by a seat belt that is installed in accordance with 49 CFR 393.93 (relating to seats, seat belt assemblies, and seat belt assembly anchorages) and adjusted in accordance with the vehicle manufacturer's instructions.

3.0 Procedures

3.1 Employees driving vehicles while in the course and scope of employment shall not use an interactive mobile device while driving an employer-owned vehicle or personal-vehicle while in the course and scope of employment.

3.2 The only exception to this rule is in the event of an emergency using an interactive mobile device shall be permissible by a driver of a motor vehicle necessary to communicate with law enforcement officials or other emergency services.

3.3 This prohibition does not apply to the use of “hands-free” communication technology which may be initiated by single button activation/termination. Examples of such communication technology include button activated radios, Push-To-Talk phones, certain hands-free “Bluetooth” systems and “voice dial” communication devices.

3.4 Supervisors and managers shall review this written policy with employees and volunteers. Supervisors/managers should emphasize, with the exception of the above, New Garden Township, will not expect employees to respond to electronic communications such as text messages or phone calls requiring the use of an interactive wireless communication device or cell phone until such time that the employee is parked in a safe location.

3.5 Employees and volunteers that violate this policy shall be subject to the employer's discipline policy.

4.0 References

- 49 Code of Federal Regulations §392.80 and §392.82
- 75 Pa. Code §3316
- 75 Pa. Code § 3316.1

Acceptable Use of Artificial Intelligence (AI) Policy

I. Purpose

Artificial intelligence (“AI”) refers to a machine-based system that can make predictions, recommendations, or decisions influencing real or virtual environments. Generative AI (“Gen AI”) is a prominent form of this technology, which is trained on large volumes of data to create text, pictures, audio, or video based on human questions and instructions or prompts. While Gen AI and other forms of AI have the potential to support the efforts of employees and other Workforce Members (defined below) in improving efficiency and reducing costs, the use of AI creates significant risks for New Garden Township, its operations, and its residents. As new, relevant local government technologies arise, New Garden Township will assess the value that each can deliver.

Accordingly, this AI Use Policy (“Policy”) sets forth rules and guidance for New Garden Township employees to support the responsible use of AI Tools (defined below). New Garden Township is committed to encouraging the use of emerging technologies that promote progress and innovation, increase organizational performance and quality service delivery, and serve the public good while ensuring responsible, legal, and ethical use of such technologies.

II. Scope

This Policy applies to: (1) all employees, contractors, consultants, vendors, agents, temporary workers, volunteers, trainees, and other workers or persons under the direct control of New Garden Township (collectively, “Workforce Members”); and (2) all AI Tools accessed or used by Workforce Members of New Garden Township. This Policy is created in conjunction with and supplements the “Use Of Technology” section of the Employee Personnel Manual (Section E) of New Garden Township.

More specifically, this Policy outlines:

- (1) The rules all Workforce Members must observe when using AI Tools, including but not limited to Gen AI Tools;
- (2) The circumstances in which New Garden Township will monitor a Workforce Member’s use of AI Tools; and

(iii) Actions New Garden Township will take if a Workforce Member violates this Policy.

This Policy does not govern the development, implementation, and/or approval of new or other forms of AI that are not specifically identified in this Policy. Please note that this Policy does not form part of any contract of employment with New Garden Township and New Garden Township may amend it at any time. In the event of uncertainty as to how or whether any part of this Policy applies, Workforce Members should seek guidance from a supervisor.

This Policy covers all Workforce Members. Workforce Member supervisors must ensure their staff understands and adheres to this Policy. All Workforce Members must read and sign the [*“Artificial Intelligence \(AI\) Use Policy Acknowledgement and Consent”*](#) (found in Exhibit E). This Policy does not specify guidance concerning:

1. Facial Recognition Technology
2. AI considerations concerning workplace conduct (AI video, texts, etc.)
3. Surveillance Systems with AI capabilities
4. AI Assistant

New Garden Township may have separate policies governing these other tools that use AI technology (“Related Policies”), and such Related Policies shall be read in conjunction with and incorporated by reference into this Policy.

All Workforce Members also must read, understand, and fulfill their respective obligations under the Related Policies to the extent they apply to them.

III. Definitions

Unless they are defined elsewhere in this Policy, capitalized terms shall have the meaning set forth below:

1. *AI Tools*: Any machine-based software or application that uses an algorithm or other technology to enable computers and/or machines to simulate human learning, comprehension, problem solving, decision making, creativity, and autonomy. The definition of “AI Tools” includes “Gen AI Tools” (as defined below).
2. *AI Tool Output*: The information, data, or content generated by an AI Tool based on input submitted through the AI Tool.
3. *Approved AI Tools*: The list of AI Tools approved for Workforce Members’ use by New Garden Township as enumerated in Exhibit A.

4. *Gen AI Tools*: The class of AI Tools that use large language models trained on the structure and characteristics of input data to generate synthetic content such as text, images, video, audio, and other content based on such input data. An example of a Gen AI Tool is OpenAI's ChatGPT-4.

5. *Internal Technology*: Hardware and software provided to Workforce Members by the New Garden Township including, but not limited to, mobile devices, smartphones, tablets, computers, laptops, and/or cell phones.

6. *Personal Information*: Any information or data that, alone or in combination with other information, is reasonably capable of identifying or being associated with a natural person. Personal Information includes, but is not limited to, any person's name, date of birth, social security number, other unique number identifiers, home or work address, next of kin, other associate's names, phone number, or any picture, image, or video of a person.

7. *Permitted Purpose*: The permitted uses or applications of Approved AI Tools and/or AI Tool Output that may be used by Workforce Members in the context of their relationship with New Garden Township, as set forth in Exhibit A.

8. *Prohibited Purpose*: Any use or application of AI Tools and/or AI Tool Output as a source of input into Internal Technology, or for the purposes of receiving, storing, or transmitting any data in connection with Internal Technology, or to receive or utilize output from Internal Technology, by a Workforce Member which has not received explicit approval of New Garden Township or, if performed, would constitute a material violation of this Policy and may result in disciplinary action up to and including termination. A non-exclusive list of certain Prohibited Purposes is set forth in Exhibit C.

9. *Restricted Data*: The categories of information, data, or materials that may not serve as input or be transmitted through AI Tools for any purpose (including training purposes), as set forth in Exhibit B.

10. *Sensitive Information*: Any confidential or proprietary information, data, or material maintained by New Garden Township that has not otherwise been expressly declared as public information. The protection of such Sensitive Information is critical because unauthorized access, disclosure, or misuse can lead to significant privacy violations, legal penalties, financial loss, or damage to an individual's or organization's reputation.

IV. Roles & Responsibilities

Several roles within the organization are responsible for enforcing this Policy:

1. The New Garden Township ("Policy Owner") is responsible for: (a) implementing, maintaining, and ensuring compliance with this Policy and (b) conducting any review to assess the potential risks of AI Tools. The Policy Owner may delegate certain responsibilities to one or more designees, as appropriate. For purposes of this Policy, references to Policy Owner herein shall also refer to the Policy Owner's designee. If a different department

or Workforce Member role is responsible for a certain responsibility, it shall be noted in this Policy.

2. New Garden Township departments and their Workforce Members are responsible for following this Policy and any Related Policies, including any updates. All Workforce Members must also read, understand, and fulfill their respective obligations under these Related Policies to the extent they apply to them. Workforce Members may contact Human Resources or the Township Manager with any questions.

3. The Solicitor of New Garden Township is responsible for advising on any legal or compliance issues or risks associated with AI usage by or on behalf of New Garden Township.

V. Applicable Laws and Contractual Considerations

Workforce Members must be aware of and comply with applicable international, federal, state, and local laws and regulations that may apply to the use of AI Tools or AI Tool Output (collectively, “Applicable Laws”). The specific Applicable Laws may vary based on the type of AI Tool used, the information transmitted through the AI Tool, the purpose for using the AI Tool or AI Tool Output, and/or the type of AI Tool Output. Such Applicable Laws may include but are not limited to data protection, intellectual property, employment, worker safety, and/or product liability laws that may apply to the use of AI Tools.

Workforce Members also need to consider any contractual restrictions on transmitting Sensitive Information or Personal Information into or through AI Tools or using AI Tools when performing work on behalf of any third-party person or entity. Workforce Members must also adhere to AI Tool restrictions enumerated in disclosures (e.g., in privacy policies or government filings) made by New Garden Township before using AI Tools or AI Tool Output.

Workforce Members should consult with the New Garden Township Solicitor and/or the Policy Owner for further guidance if they are unclear on AI Tool restrictions before using or transmitting information through AI Tools.

VI. Rules Governing the Use of AI Tools

Workforce Members shall:

1. Use only Approved AI Tools specifically authorized by New Garden Township and listed in Exhibit A in the context of their employment or engagement with New Garden Township;

2. Use Approved AI Tools and/or AI Tool Output only for a Permitted Purpose reflected in Exhibit A in accordance with Applicable Laws, this Policy, and Related Policies; and

3. Adhere to the special rules governing the use of Approved Gen AI Tools in Exhibit D when using Approved Gen AI Tools.

Workforce Members shall NOT:

1. Input or transmit any Restricted Data as described in Exhibit B into AI Tools;

2. Use versions of AI Tools that are not licensed or otherwise provided by the New Garden Township IT Department; or

3. Use AI Tools for any Prohibited Purpose as reflected in Exhibit C in the context of employment or engagement with New Garden Township unless the Workforce Member has obtained the prior written approval of the Policy Owner and senior management.

VII. Protecting Data

Workforce Members utilizing AI Tools shall:

1. Only use Approved AI Tools on a New Garden Township provided and approved device.

2. Ensure that only the most necessary data is used in Approved AI Tools and that no Sensitive Information or Personal Information of any kind, as defined in this Policy, is entered or utilized in any fashion with any AI Tools.

3. Assume that all use of AI Tools and AI Tool Output are subject to relevant public records requests and must adhere to applicable data retention requirements where appropriate.

VIII. Reporting Obligation

Any Workforce Member learning of any AI Tool Output or any use of AI Tools that may be considered discriminatory, having a disparate impact, resulting in bias, or in violation of this Policy must report such to their immediate supervisor.

IX. Consequences of Breaching this Policy

All Workforce Members must adhere to this Policy. Any use of unapproved AI Tools, misuse of Approved AI Tools or AI Tool Output, and/or transmission of Restricted Data

through AI Tools is a material breach of this Policy that will be investigated and addressed under the disciplinary policies of New Garden Township. Violators of this Policy may have disciplinary action taken against them including suspension of Approved AI Tools, termination of employment, and/or potential civil and/or criminal liability. Information pertaining to such misconduct may be handed to governmental bodies or law enforcement authorities in connection with a criminal investigation. All Workforce Members are responsible for promptly reporting any known or suspected violations of this Policy to the Policy Owner and/or their direct supervisor(s).

X. Compliance and Exceptions

1. New Garden Township reserves the right to amend or update this Policy as it deems appropriate. When necessary, the Policy Owner will periodically review and/or revise this Policy in response to environmental, legal, or operational changes affecting the use of AI Tools. The Policy Owner shall ensure that any changes made to this Policy, and all related information are properly documented in writing. The Policy Owner shall ensure that all documentation related to this Policy is available to all applicable Workforce Members responsible for these procedures. Workforce Members will be notified of any significant changes to this Policy and are expected to adhere to the updated guidelines. For the avoidance of doubt, New Garden Township reserves the right to amend or change this Policy at any time without notice, and all Workforce Members shall be responsible for complying with the most recent version of this Policy.

2. Any exceptions to this Policy must be preapproved in writing by the Policy Owner and/or their direct supervisor(s).

3. As stated above, any violation of this Policy is subject to disciplinary action up to and including termination. Violations made by a third party while operating an AI Tool on behalf of the New Garden Township may result in a breach of contract and/or pursuit of damages. Infractions that violate Applicable Laws may be remanded to the proper authorities.

EXHIBIT A

LIST OF APPROVED AI TOOLS

This list of AI Tools (including Approved Gen AI Tools) may be used by Workforce Members for the below described Permitted Purpose(s) in the performance of their job functions in accordance with the conditions imposed under this Policy.

Approved Gen AI Tools

| Name | Permitted Purpose(s) |
|------|----------------------|
| | |

Approved Other AI Tools

| Name | Permitted Purpose(s) |
|------|----------------------|
| | |

EXHIBIT B

RESTRICTED DATA

1. The following data types listed below shall not be transmitted through AI Tools without the prior approval of the Policy Owner or senior management.
2. “Confidential Information” – Any information or material that is defined as “confidential” or “proprietary” in applicable contracts, that is deemed confidential or privileged under Applicable Laws pertaining to New Garden Township, or that, from all relevant circumstances, reasonably should be assumed to be confidential and/or proprietary.
3. “IP Protected Content” – Third-party proprietary information, content, materials, or other subject matter that is protectable under applicable intellectual property laws.
4. “Personal Information” – Please see the definition of Personal Information in the Policy.
5. “Protected Health Information (PHI)” – A subset of Sensitive Personal Information that is protected under the Health Insurance Portability and Accountability Act (HIPAA). PHI is defined as: information that is (i) is created, received, or maintained by or on behalf of an entity that is subject to HIPAA; (ii) identifies an individual (or has components that reasonably could be used to identify the individual); (iii) relates to a past, present, or future physical or mental health condition, or the provision of, or payment for, health care; and (iv) is transmitted in any form or medium (paper, electronic, and verbal communications).
6. “Sensitive Information” – Please see the definition of Sensitive Information in the Policy. For the avoidance of doubt, Sensitive Information includes Confidential Information, IP Protected Content, and Personal Information.

EXHIBIT C

AI TOOL PROHIBITED PURPOSES

General Prohibited Purposes

Workforce Members may not use any AI Tool for the following “General Prohibited Purposes”:

1. Using AI Tools in violation of any applicable federal, state, local, or international law, ordinance, or regulation, including but not limited to laws governing the privacy or protection of Personal Information or the protection of a third party’s intellectual property rights;
2. Transmitting through AI Tools the Personal Information of children under the age of 18 years old without proper disclosures and/or consent when such disclosure and/or consent is required under Applicable Laws, or using children’s Personal Information in AI Tools for purposes not contemplated under such disclosures and/or consent;
3. Using AI Tools to:
 - (a) exploit, harm, or attempt to exploit or harm, children under the age of 18 in any way including but not limited to creating, distributing or promoting child sexual abuse materials or otherwise using AI Tools to facilitate child abuse;
 - (b) engage in, promote, or facilitate human trafficking or sexual solicitation, exploitation, or violence;
 - (c) attempt to impersonate another person or distribute or promote misinformation or disinformation, including the distribution of “deep fakes”;
 - (d) represent or mislead other individuals to believe that the AI Tool Output (including chat conversations created by AI Tools) are created by humans;
 - (e) engage in or facilitate in harassment, discrimination, violence, terrorism, abuse, bullying, threats, intimidation, or hateful behavior, content, or speech;
 - (f) materially distort an individual’s or group’s behavior by impairing their ability to make an informed decision in a way that causes or is reasonably likely to cause significant harm;
 - (g) exploit the vulnerabilities of individuals or groups (e.g., vulnerabilities based on age, disability, or a specific social or economic situation) in a manner that causes or is reasonably likely to cause significant harm to such individual or group;

(h) discriminate against, or unlawfully treat differentially or unfavorably, any individual or group in the provision or denial of education, employment, employment benefits, credit, healthcare, housing, insurance, other economic benefits, or other essential goods and services on the basis of age, color, disability, ethnicity, genetic information, language, national origin, race, religion, reproductive health, sex, veteran status, or other classification protected by applicable laws or regulations;

(i) create a social scoring system based on social behavior or known, inferred, or predicted personality characteristics that cause detrimental or unfavorable treatment to particular individuals or groups;

(j) plagiarize another individual's work and/or infringe on any patent, trademark, trade secret, copyright, or other intellectual property or other similar rights of any individual or legal person (including rights of publicity);

(k) compromise or violate the privacy rights of any individual, including by:
(i) transmitting Personal Information through AI Tools in violation of Applicable Laws and/or published disclosures and/or (ii) conducting unlawful monitoring, tracking, or surveillance of individuals;

(l) use AI Tools in violation of any collective bargaining agreements or workplace safety regulations;

(m) distribute "spam" or other related unwanted content or otherwise use AI Tools to annoy or interfere with the work functions of other Workforce Members;

(n) disrupt or interfere with critical infrastructure applications, or services, such as electrical, water, gas, and nuclear systems and facilities, road and air traffic control systems, emergency services, and telecommunications;

(o) attempt to or successfully gain unauthorized access to, interfere with, damage, or disrupt any parts of the AI Tools or any connected or related computer, software, hardware, device, data, database, system, or network (collectively, the "Related Systems");

(p) attempt to or successfully violate or facilitate a violation of the security, integrity, or availability of the AI Tools or any Related System;

(q) intentionally or knowingly introduce or distribute into AI Tools or use the AI Tools to introduce or distribute any viruses, trojan horses, backdoors, malware, worms, logic bombs, malicious code, or other software, device, technology, or material that is malicious or technologically harmful; or

(r) circumvent or interfere with features, functionality, filters, or safeguards of the AI Tools that are intended to ensure compliance with Applicable Laws, this Policy, and Related Policies.

4. Without the approval of the Policy Owner and senior management, using AI Tools to:
- (a) develop, operate, or distribute weapons, explosives, or any dangerous, illegal, regulated, or controlled substances, products, or materials;
 - (b) engage in or facilitate political campaigning or lobbying (including political materials or advertisements) (in no event may a Workforce Member use AI Tools to attempt to or successfully disrupt or interfere with any election process);
 - (c) assess the probability of an individual to commit a future crime or re-offend;
 - (d) engage in the practice of scraping biometric or other sensitive Personal Information (race, religion, sexual orientation, political beliefs, precise geolocation, national origin, and immigration status, etc.) from the Internet;
 - (e) create emotion recognition systems in the workplace or educational institutions (except for medical or safety reasons);
 - (f) categorize or infer sensitive characteristics (e.g., race, political opinions, religion, or sexual orientation, etc.) about individuals or groups based on biometric data or infer sensitive characteristics about them;
 - (g) engage in real-time, remote biometric identification of individuals in publicly accessible spaces;
 - (h) use AI Tools to create profiles about an individual which the AI Tool then uses to substantially assist in automated decisions about an individual or group of individuals that creates legal or similarly significant effects on the individual or group; or
 - (i) generate or provide legal, financial, health, medical, tax, or other professional advice, decisions, or recommendations.

EXHIBIT D

GENERATIVE AI TOOL RULES

All Workforce Members must adhere to the rules below when using Gen AI Tools.

When using Gen AI Tools, all Workforce Members must:

- (a) fully review and verify the accuracy of any AI Tool Output generated by Gen AI Tools before using or disclosing AI Tool Output, including checking any facts and/or sources relied upon by the Gen AI Tool when creating the AI Tool Output;
- (b) ensure that any such AI Tool Output does not contain biased, offensive, or discriminatory content or any disinformation or misinformation;
- (c) ensure that AI Tool Output does not contain any information or material protected under applicable intellectual property laws, unless appropriate licenses are obtained and acknowledgements are made;
- (d) ensure that information transmitted through the Gen AI Tool and any AI Tool Output does not improperly contain Personal Information or Confidential Information;
- (e) document and save all prompts, queries, or discussions used to generate AI Tool Output from Gen AI Tools;
- (f) label any AI Tool Output as being generated by a Gen AI Tool and include the following information: (i) Gen AI Tool name, version, and type, (ii) how the Gen AI Tool was used, and (iii) who reviewed (and edited) the AI Tool Output;
- (g) ensure that any public disclosures (e.g., privacy policies and/or government filings) disclose the use of Gen AI Tools, if applicable;
- (h) disclose the use of a Gen AI Tool in any decisions made using a Gen AI Tool; and
- (i) disclose to the other party the fact that communications or chats are generated by Gen AI Tools before starting the communication with the other party.

Workforce Members understand and agree that Gen AI Tools are merely a tool to facilitate, but not replace, the Workforce Member's job duties. Gen AI Tools are not foolproof and may "hallucinate" and/or generate inaccurate AI Tool Output. The Workforce Member is ultimately responsible for any AI Tool Output they generate using a Gen AI Tool and must review and verify the accuracy of all AI Tool Output before sharing it with any third parties.

Workforce Members understand that information disclosed to Gen AI Tools and found in AI Tool Output may create a public record subject to state public records request laws or a local retention policy.

EXHIBIT E

POLICY ACKNOWLEDGEMENT AND CONSENT

I, the undersigned, acknowledge that:

- (1) I have received and read New Garden Township’s Gen AI Use Policy (“Policy”);
- (2) I understand and agree to comply with my obligations under this Policy;
- (3) I understand that this Policy may change at any time, and it is my responsibility to keep apprised of any Policy changes;
- (4) I understand and agree that New Garden Township may monitor and/or audit my use of AI Tools (including any prompts or inquiries I may make to the AI Tool, any data I input into the AI Tool, and any AI Tool Output generated from my use of the AI Tool) to ensure compliance with this Policy and Related Policies;
- (5) I agree to immediately notify the Policy Owner and/or my supervisor of any actual or suspected breach of this Policy;
- (6) I understand that failure to comply with this Policy may result in disciplinary action, and in certain cases, may lead to civil and/or criminal liability; and
- (7) I understand that this Policy is not intended to restrict communications or actions protected or required by state or federal law.

A signed copy of this Acknowledgement and Consent will be placed in the Workforce Member’s Human Resources personnel file.

Signature

Printed Name

Date

NOW THEREFORE, be it resolved by the New Garden Township Board of Supervisors that the Personnel Policy is amended and restated as set forth above.

IN WITNESS WHEREOF, the parties hereto adopt and resolve this _____ day of December 2025.

Attest

NEW GARDEN TOWNSHIP

Secretary

Ted Gallivan, Chairman

Stephen Allaband, Vice-Chairman

David Unger, Supervisor

Kristie Brodowski, Supervisor

Troy Wildrick, Supervisor



New Garden Township

299 Starr Road • Landenberg, PA 19350

Memorandum

Date: December 10, 2025
To: Chris Himes, Township Manager
From: Robert Weer, Township Zoning Officer

Re: 147 Maple Ln – Sewage Facilities Planning Module

Chris,

The following is a summary of the final necessary steps for completing the PADEP Sewage Facilities Planning Module.

The Sewage Facilities Planning Module was prepared by Evans Mill Environmental LLC and reviewed by the township engineer. The Transmittal Letter and Resolution are the standard final documents that need BOS approval. Once approved, Evans Mill Environmental LLC will submit the entire Sewage Facilities Planning Module to PADEP.

Action required:
The BOS approve the provided documents.

Respectfully,

Robert F. Weer Jr.



**TRANSMITTAL LETTER
 FOR SEWAGE FACILITIES PLANNING MODULE**

| DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) USE ONLY | | | | |
|---|-------------|-----------|----------|------------|
| DEP CODE # | CLIENT ID # | SITE ID # | APS ID # | AUTH. ID # |
| 1-15940-514-2L | | | | |

TO: Approving Agency (DEP or delegated local agency) Date _____
PA Department of Environmental Protection-SERO
2 East Main Street
Norristown, PA 19401

Dear Sir/Madam:

Attached please find a completed sewage facilities planning module prepared by Evans Mill Environmental, LLC
(Name)
Project Consultant for Regester - Maple Lane Subdivision
(Title) *(Name)*
 a subdivision, commercial, or industrial facility located in New Garden Township
Chester County.
(City, Borough, Township)

Check one

(i) The planning module, as prepared and submitted by the applicant, is approved by the municipality as a proposed revision supplement for new land development to its Official Sewage Facilities Plan (Official Plan), and is adopted for submission to DEP transmitted to the delegated LA for approval in accordance with the requirements of 25 Pa. Code Chapter 71 and the *Pennsylvania Sewage Facilities Act* (35 P.S. §750),

OR

(ii) The planning module will not be approved by the municipality as a proposed revision or supplement for new land development to its Official Plan because the project described therein is unacceptable for the reason(s) checked below:

Check Boxes

- Additional studies are being performed by or on behalf of this municipality which may have an effect on the planning module as prepared and submitted by the applicant. Attached hereto is the scope of services to be performed and the time schedule for completion of said studies.
- The planning module as submitted by the applicant fails to meet limitations imposed by other laws or ordinances, officially adopted comprehensive plans and/or environmental plans (e.g., zoning, land use, 25 Pa. Code Chapter 71). Specific reference or applicable segments of such laws or plans are attached hereto.
- Other (attach additional sheet giving specifics).

Municipal Secretary: Indicate below by checking appropriate boxes which components are being transmitted to the approving agency.

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Resolution of Adoption | <input type="checkbox"/> 3 Sewage Collection/Treatment Facilities | <input checked="" type="checkbox"/> 4A Municipal Planning Agency Review |
| <input checked="" type="checkbox"/> Module Completeness Checklist | <input type="checkbox"/> 3s Small Flow Treatment Facilities | <input checked="" type="checkbox"/> 4B County Planning Agency Review |
| <input checked="" type="checkbox"/> 2 Individual and Community Onlot Disposal of Sewage | <input type="checkbox"/> 3m Minor Act 537 Update Revision | <input checked="" type="checkbox"/> 4C County or Joint Health Department Review |

Municipal Secretary (print)

Signature

Date

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of New Garden
(TOWNSHIP) (BOROUGH) (CITY), Chester COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS George E. Regester has proposed the development of a parcel of land identified as
land developer

George E & Joanne B Regester et. al, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify). _____

WHEREAS, New Garden Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of New Garden hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, _____
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2025-022 adopted, _____, 20____.

Municipal Address:

New Garden Township
299 Starr Road
Landenberg, Pa 19350
Telephone 610-268-2915

Seal of
Governing Body

New Garden Hills - Building Structures

December 15, 2025



New Garden Hills Overview

- Historically, the site has seen mixed-use agriculture and the mining of Kaolin Clay.
- The Catholic Church (Saint Anthony of Padua Parish in Wilmington, Delaware) purchased and began to develop the property as a day camp in the late 1970s. The church continued to develop the property for the next 4 decades.
- Use of the day camp declined in the early 2000s, and the camp fell into disrepair by 2015.
- In 2018, New Garden Township acquired the ~147-acre property on Limestone Road, the site of the former St. Anthony's in the Hills parish day camp.
- New Garden Township obtained this unique property as part of an Open Space purchase with the intent of preserving the property and developing a new municipal park.
- The Township revised the scope of the original 2021 YSM Master Plan for New Garden Hills, paring down the vision to better align with resident feedback as a more passive recreation amenity, and plans to partner with the WCP development to help increase park accessibility.
- Revised Master Plan - **\$5.1M**



New Garden Hills Purchase

- Purchased by New Garden Township in December 2018 for 1.5 million
- Funding for purchase came from Open Space EIT funds and grant funding

| | | |
|----------------|----|--------------|
| Open Space EIT | \$ | 1,285,000.00 |
| Mars Grant | \$ | 10,000.00 |
| CCPP Grant | \$ | 200,000.00 |
| WCWS Grant | \$ | 5,000.00 |
| | \$ | 1,500,000.00 |

NOTE: Consultant fees and closing costs were approximately \$70K, bringing the total cost of acquisition to \$1,570,000.00



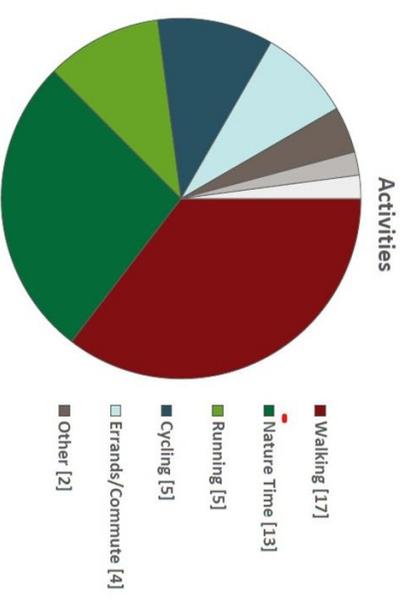
New Garden Hills Revised Plan

As part of the original YSM Master Plan survey assessment, community input reflected an emphasis on passive recreation opportunities for the park, to include:

- Hiking Trails
- Mountain Bike Trails
- Pollinator meadows
- Use of the large pond for bird watching, wildlife observation, art classes, and education classes
- Recreation event space
- Fishing
- Dedicated vendor area for events
- Preserving the Castle
- Open-air event and picnic space behind the castle
- Reuse existing pavilion structures when possible
- Basic playground with swings and natural elements
- Continue to improve pond health
- Bird Houses

Questionnaire: 6

What kind of outdoor activities are most important to you?

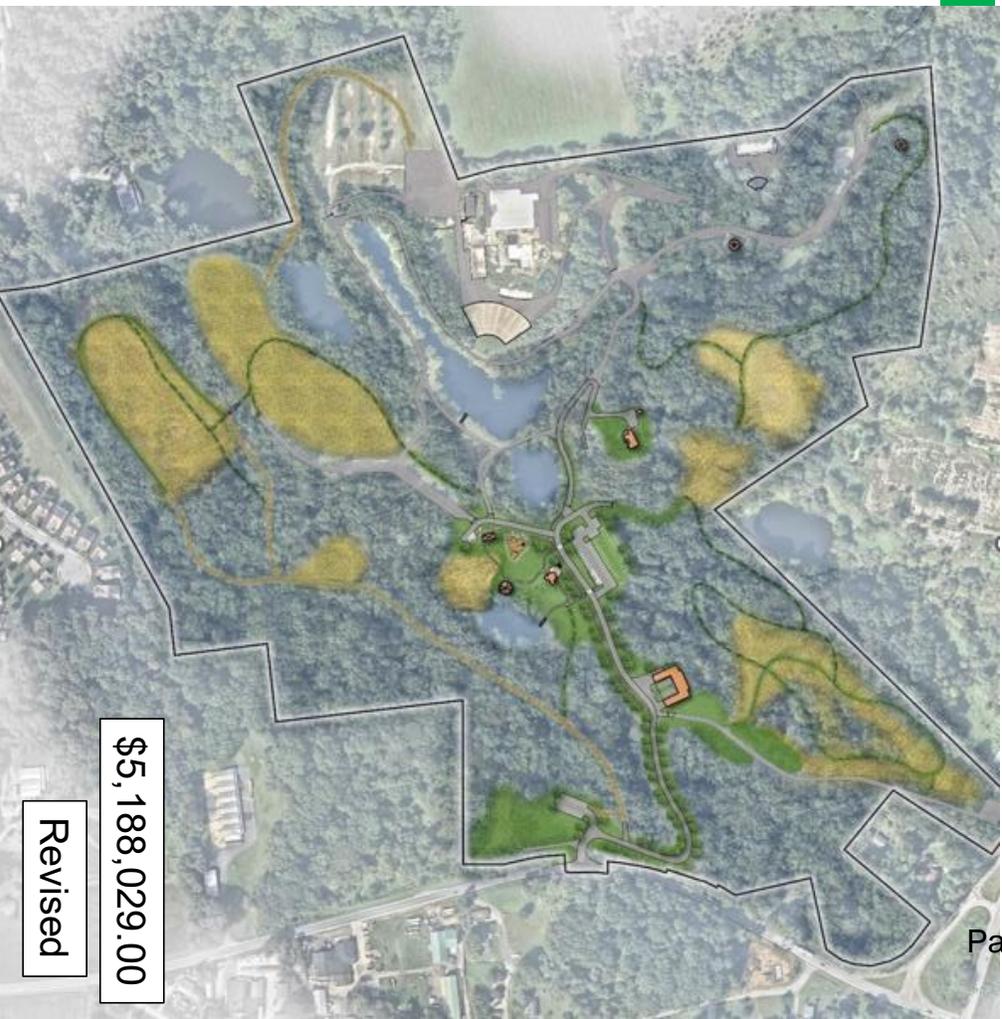


NGH Original vs. Proposed Plan



Original

\$32,190,408.00



Revised

\$5,188,029.00

NGH Building Structures

The following NG Hills building structures were not included in the revised master plan, but can help shape the parks' future vision with complementary uses such as:

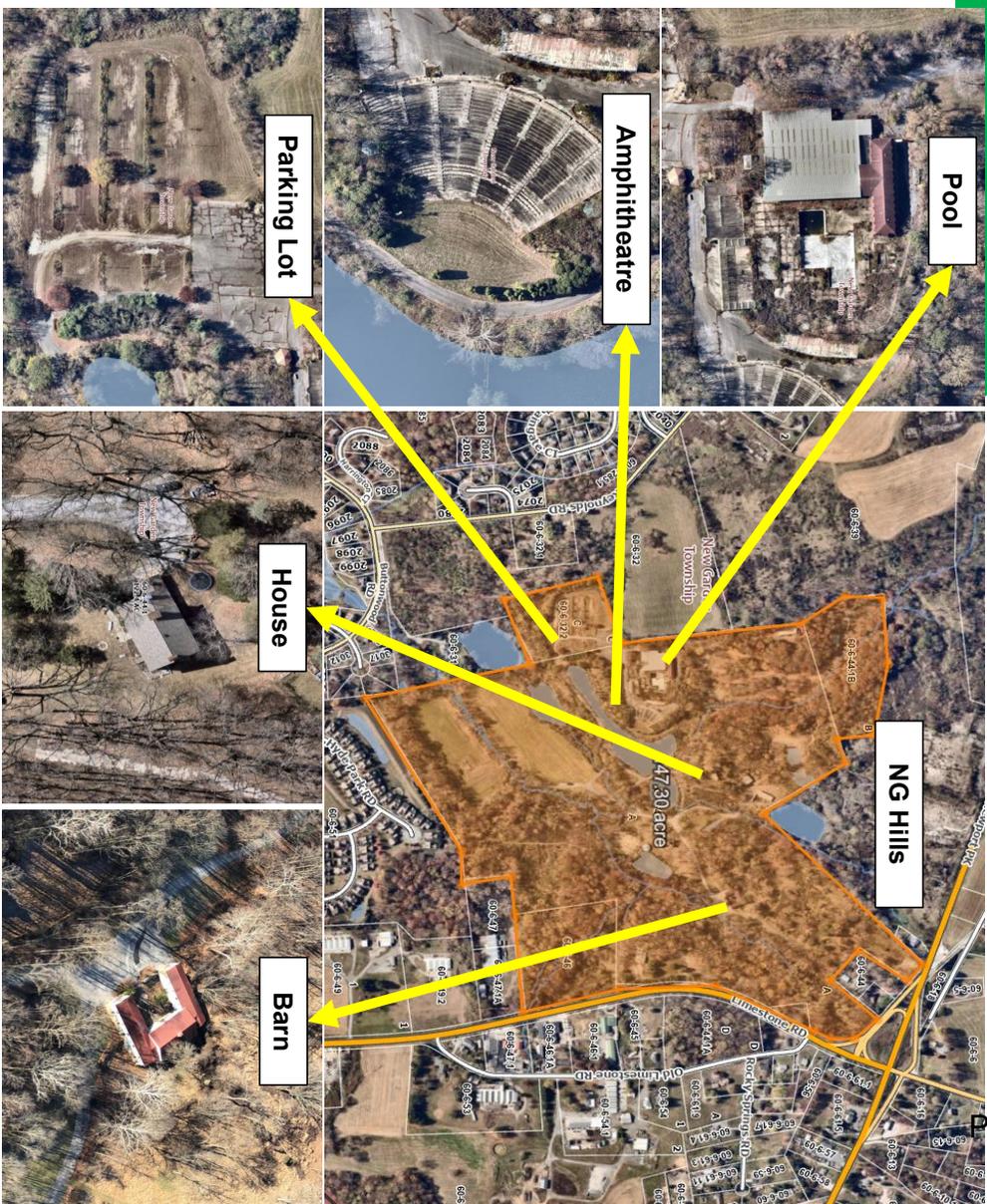
- Indoor/Outdoor Biergarten - Ex: Creamery, Constitution Yards, etc.
- Small Market / Food Space - Ex: Northbrook Market Place
- Ice Cream Shop - Ex: Woodside
- Outdoor Programming - Ex: Festivals, art shows

With the proposed WCP development, there is a higher probability of private investment to refurbish these areas as additional commercial amenities.

Of note, these areas are delineated as "non-protected areas" due to being impervious physical structures located on the property that was primarily purchased with Open Space EIT.

The process to separate each structure from the property as a whole to be used in a public/private partnership requires Court approval.

If successful, the Township has the ability to submit RFPs seeking private investment for adaptive reuse of the structures, that would be publicly reviewed and approved.



NGH Building Structures

The distance to walk from the main pool/amphitheater area of the park, using the proposed roadway that connects to the main commercial area of WCP, is 0.23 miles.

This supports the viability of the structures for adaptive reuse, by “connecting” to Route 41, as well as the additional trailways from the WCP site plan to the residential areas to increase pedestrian access.



NG Hills & White Clay Point

Per the approved Second Amendment to the Settlement Agreement, the Township recognized the symbiotic relationship between White Clay Point & New Garden Hills, with the intent to seek investment into the park, including:

- Direct public access off Route 41 - \$975,000.00
 - Two primary entrances will be via Rt. 41 and Rt. 7
- Contributions to the development of the park - \$1,600,000.00

This funding, in addition to other resources such as state grants, existing park funds (~\$290K), NID financing, and the sale of the structures (\$=TBD), would support implementing the revised master plan and addressing other on-site issues such as stormwater management.

NOTE: The Township also requested public access to the park via Reynolds Rd, but due to significant pushback from the Somerset Lake Community, that concept was removed from the WCP development plan.



NG Hills Structures

In total, the Township is recommending the following “non-protected” impervious structures to be included in the court review process:

1. Pool
2. Amphitheatre
3. Parking Lot
4. Farmhouse
5. Barn
6. Limestone Rd. Garage
7. Scout Building



Questions?



NEW GARDEN TOWNSHIP - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Parks & Open Space

MEETING DATE: December 15th, 2025

SUBJECT/TOPIC: New Garden Park – Pavilion 2 Structural Repairs

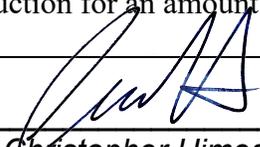
BACKGROUND: Pavilion 2 at New Garden Park was constructed in the mid-to-late 1990s and has served as a key recreational and community space for over three decades. Over time, exposure to natural elements has led to significant wear and deterioration of their structural components. Recent inspections have revealed extensive water damage affecting both the roof and underlying structural supports.

Roof replacement and structural repairs are necessary to restore Pavilion 2 to a safe and functional condition. These improvements will extend the life of the structure, prevent further deterioration, and ensure continued enjoyment of the park facilities for years to come. Per PA municipal procurement guidelines, the Township requested three telephonic bids for consideration, resulting in the proposed amount of \$18,450.00 from JRJ Construction.

Repair costs exceed the remaining general fund budget line item for building repairs (01-454-732). Additional funds will be used from the general fund budget line-item for general park improvements (01-454-720) to cover the remaining balance.

| | | |
|--|-------------------|---|
| FINANCIAL IMPACT: Total: FY25 General Fund – \$18,450.00 • \$9,469.60 (01-454-732) • \$8,980.40 (01-454-720) | Budgeted: | YES NO X |
| | Amount Budgeted: | \$20,000.00 (01-454-732) Building Improvements - Parks |
| | Amount Spent: | \$10,530.40 (01-454-732) Building Improvements - Parks |
| | Amount Requested: | \$18,450.00 • \$9,469.60 (01-454-732) • \$8,980.40 (01-454-720) |
| | Budget Line Item: | 01-454-732 Building Improvements – Parks 01-454-720 Improvements General - Parks |

STAFF RECOMMENDATION: That the Board of Supervisors authorizes the Township Manager to approve the proposal from JRJ Construction for an amount not to exceed \$18,450.00.

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

ATTACHMENTS:

- 1) JRJ Construction Inc. Proposal

JRJ CONSTRUCTION, INC.

7 S Springfield Road • Clifton Heights, PA 19018
610-955-9191

PROPOSAL

December 3, 2025

Attn: Michael Buck, CPRP, CPSI
New Garden Township
299 Starr Road
Landenberg, PA 19350

Re: 8934 Gap Newport Pike
Landenberg, PA 19350
Pavilion Roof Repair
(Approximately 48' long x 11' – 2 sides)

Scope of Work

- Demo the existing shingles down to the original sheathing.
- Debris removal/clean up.
- Includes dumpsters/dump fees.
- Provide and install new perimeter ice/water shield.
- Provide and install new perimeter drip edge.
- Provide and install new G.A.F. synthetic roofing underlayment.
- Provide and install new 30-year dimensional shingles and ridge cap.

Notes:

- Existing gutters and downspouts are to remain.
- No permits or inspections included.
- **Allowance included of \$2,500.00 towards sheathing repair due to many unforeseen conditions.**
- **Final sheathing repairs will be invoiced at T & M.**
- Labor is based on trucks and dumpster being able to drive over to pavilion area.

Total Proposal Amount

\$ 18,450.00

NEW GARDEN TOWNSHIP - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Public Works

MEETING DATE: December 15, 2025

SUBJECT/TOPIC: Stormwater Pipe Repairs for Bucktoe Road, Willow St, Patrick Lane, and Kelleher Drive

BACKGROUND: After a severe thunderstorm in early July, a large sinkhole opened up along Bucktoe Road. Upon investigation, staff determined that the bottom of the existing 42" corrugated metal pipe had rusted through, and the high volume of water caused the sinkhole. A temporary patch was completed as an interim solution and assessed for the best long-term course of action.

In September, a replacement pipe was ordered to resolve the issue. On November 17th, staff dug the area to reline the pipe as planned, but quickly found out that at some point since the pipe was installed, the first section transitioned from a 42" pipe to a 48" pipe, meaning the calculations for the Snap-Tite were incorrect, and it would be under capacity. Due to the condition of the existing pipe, staff completed the relining with the 42" Snap-Tite to stabilize the roadway, and readdress the issue with a larger, correctly sized pipe.

The 48" CMP pipe (11,043 GPM) requires a 36" Snap-Tite pipe (11,248 PM) to function as it did before the relining. Staff initially bought 10 sections of the 42" pipe, and will have 9 complete sections and 15' of the tenth section from that order to use at other locations.

Once removed, the 42" Snap-Tite pipe (8,216 GPM) installed on Bucktoe will be repurposed in two locations. The first location will use eight sections to replace roughly 180' of the failing 36" CMP (5,128 GPM) between an inlet near Main Street in Toughkenamon that goes under the railroad tracks, through private property, and into an enormous inlet box. The pipe has several disconnected joints, is severely dented, and has collapsed in several areas. With the collapsed areas, staff will have to dig about 135' of pipe and direct bury the Snap-Tite, but avoid digging near or under the railroad tracks.

The second location is a failed 78' cross pipe under Patrick Lane that is completely rusted out along the bottom. This location will use about 3.5 sections (two of which will be purchased with this order) to replace the existing 42" CMP (7,735 GPM), and the Snap-Tite flows 8,216 GPM.

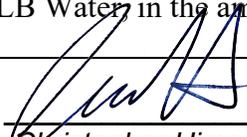
The two 24' lengths of Snap-Tite (3,815 GPM) will be used to replace a failed 30" CMP (3,153 GPM) on Kelleher Drive, which was recently found to have the bottom completely rusted out. Because this pipe is between an inlet and a headwall and goes through the berm to the stormwater basin, this is another perfect location for the use of Snap-Tite.

This purchase will greatly exceed the proposed available funds for the FY26 budget. However, the difference will be drawn from the CIP line-item for paving.

- GF Amount budgeted - \$50,000.00
- Amount from CIP funds - \$41,530.00
- GL Amount Requested Cost of Repair - \$91,530.00

| | | |
|--|-------------------|--|
| FINANCIAL IMPACT: Total: FY26 - \$91,530.00 GF - \$50,000.00 CIP - \$41,530.00 | Budgeted: | YES <input checked="" type="checkbox"/> NO |
| | Amount Budgeted: | \$50,000.00 \$1,219,703.25 |
| | Amount Spent: | \$0.00 \$0.00 |
| | Amount Requested: | \$91,530.00 |
| | Budget Line Item: | 01-446-452 Contract Service - Culverts 30-439-450 Contracted Services - Roads |

STAFF RECOMMENDATION: That the Board of Supervisors authorize the Township Manager to approve the purchase of the Snap-Tite Pipe from LB Water in the amount not to exceed \$91,530.00.

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

ATTACHMENTS:

- 1) LB Water Quote #2153774
- 2) Stormwater Pipe Pictures

QUOTATION

L/B Water Service, Inc.
 35 PLEASANT VALLEY ROAD
 EPHRATA, PA 17522
 717-738-0389



| | |
|--------------|--------|
| Quote Number | |
| 2153774 | |
| Quote Date | Page |
| 12/10/2025 | 1 of 2 |

Quote Expires On: 01/09/2026

Proposal Submitted to: 17682
 NEW GARDEN TOWNSHIP
 299 STARR ROAD
 LANDENBERG, PA 19350

Ship To:
 NEW GARDEN TOWNSHIP
 8934 GAP NEWPORT PIKE
 LANDENBERG, PA 19350

610-268-2915

Requested By: Mr. Kenny Reed

| | | |
|------------------------|--------------------|-------------------|
| PO/Job Name | Salesperson | Entered By |
| BUCKTOE ROAD SNAP-TITE | Jeff Gehrlein | JEFF_GEHRLEIN |

| Quantity | | Item ID Item Description | Unit Price | Extended Price |
|----------|-----|-----------------------------|------------|----------------|
| Quoted | UOM | | | |

Delivery Instructions: AS OF 12/10/25 PIPE IS IN STOCK IN SOUTH CAROLINA.

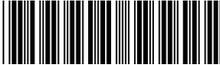
This quotation may include pricing for imported products that are not in our inventory. Due to the recently imposed tariffs and fluctuating market conditions, we cannot guarantee pricing of imported products that are not currently in our inventory. This quotation is strictly for budgetary purposes and represents pricing based on the current market conditions but is subject to change. Thank you for your patience and understanding.

| | | | | | |
|--|----|--------------|--|------------|-------------|
| 2.00 | EA | MSC-10084878 | ***NON-STOCK*** ***ORDERS FOR NON-STOCK GOODS ARE NON-CANCELLABLE AND NON-RETURNABLE. | \$3,660.00 | \$7,320.00 |
| 24IN DR32.5 M/F SNAP TITE PIPE, 24FT LAY LENGTHS | | | | | |
| 9.00 | EA | MSC-10201325 | ***NON-STOCK*** ***ORDERS FOR NON-STOCK GOODS ARE NON-CANCELLABLE AND NON-RETURNABLE. | \$7,460.00 | \$67,140.00 |
| 36" DR32.5 SNAP-TITE PIPE 24' LENGTHS | | | | | |
| 2.00 | EA | MSC-10238108 | ***NON-STOCK*** ***ORDERS FOR NON-STOCK GOODS ARE NON-CANCELLABLE AND NON-RETURNABLE. | \$6,035.00 | \$12,070.00 |
| 32IN DR32.5 M/F SNAP-TITE PIPE 24' LAY LENGTH | | | | | |

| | | | |
|--|--|--------------------------|------------------|
| <i>Total Lines: 3</i> | | SUB-TOTAL: | 86,530.00 |
| | | TAX: | 0.00 |
| <i>Estimated Freight In: 0.00</i> | <i>Estimated Freight Out: 5,000.00</i> | ESTIMATED FREIGHT | 5,000.00 |
| Freight is estimated. Actual freight charges may vary. | | | |
| EXTENDED QUOTE \$\$: | | | 91,530.00 |

QUOTATION

L/B Water Service, Inc.
 35 PLEASANT VALLEY ROAD
 EPHRATA, PA 17522
 717-738-0389



| | |
|--------------|--------|
| Quote Number | |
| 2153774 | |
| Quote Date | Page |
| 12/10/2025 | 2 of 2 |

Quote Expires On: 01/09/2026

| Quantity | | Item ID Item Description | Unit Price | Extended Price |
|----------|-----|-----------------------------|------------|----------------|
| Quoted | UOM | | | |

**L/B Water Service, Inc.
 TERMS AND CONDITIONS OF SALE**

Please see full terms and conditions at www.lbh2o.com. These terms and conditions (these "Terms") apply to the purchase and sale of products ("Goods") from L/B Water Service, Inc. (the "Seller") and are subject to change by Seller without prior written notice at any time, at Seller's sole discretion. Any purchases by Purchaser after written notice by Seller of such changes either via its website or other writing will constitute Purchaser's acceptance of and agreement to the Terms.

I/we, _____, hereby agree to purchase the goods presented on this quotation and to accept the terms and conditions listed above.

 Signature

 Title

 Date

Willow St Stormwater Pipe

- Upper Left - Willow St Far Side Collapse
- Lower Left - Willow St Middle Collapse
- Lower Right - Willow St Near Side Collapse



12/4/25 12:51:36 PM 182.21 ft

12/4/25 12:36:10 PM 121.58 ft

Kelleher/Patrick - Stormwater Pipe



- Left - Kelleher Rusted Bottom
- Right - Patrick Rusted Bottom



EMPLOYMENT AGREEMENT SECOND ADDENDUM

This Second Addendum made to the Employment Contract dated December 1, 2022 by and between New Garden Township, Chester County Pennsylvania, hereinafter called the Employer (“Employer”) and Christopher M. Himes, a natural person, hereafter called Employee (“Employee”) and which was further amended by an Employment Agreement Addendum dated January 2, 2024 is hereby extended on this _____ day of _____, 2025

The parties to this Second Addendum to the Employment Agreement dated December 1, 2022 do hereby amend such agreement, including the Addendum, as follows:

1. Section 2 of the original Employment Agreement, which was previously amended to extend the end date of the agreement to December 31, 2025, is further amended to establish the end date of the contract as December 31, 2027, thereby extending the original and amended agreement by an additional 2 year term.

2. Section 4 is hereby amended for a second time to increase the employee’s salary for the contract effective January 2, 2026, by \$15,000.00 to a total of \$175,000.00 per annum to become effective January 2, 2026 and to further increase the employee’s salary by \$5,000.00 to a total of \$180,000.00 per annum for calendar year 2027.

3. Section 8. Termination/Severance. Himes’ employment with the Township shall be “at will.” This means that the Township has the right to terminate his employment at any time, with or without cause. Similarly, he has the right to terminate his employment relationship with the Township at any time but agrees to provide at least thirty (30) days advanced notice.

A. Severance shall be paid to the Employee when employment is terminated, the Employee shall be entitled to receive twelve months' salary in year one and six months' salary in year two, minus appropriate taxes and/or deductions. At the Employee's choice, the sum can be paid in usual payroll increments or in a lump sum.

B. The Employee shall be compensated for all vacation leave, and all paid holidays. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

C. Per the defined severance period of months following the date of termination, the Employer shall pay the cost to continue the following benefits:

- i. Health insurance for the employee and all dependents
- ii. Life insurance
- iii. Short-term and long-term disability
- iv. Outplacement services should the employee desire them in an amount not to exceed \$10,000 to \$15,000 (recommended)
- v. Any other benefits available to other employees.

D. If the Employee is terminated because of a felony conviction, then the Employer is not obligated to pay severance under this section."

All other terms of the December 1, 2022 Employment Agreement, as further amended by the January 2, 2024 Addendum, shall remain in full force and effect. If there is any conflict between the original December 1, 2022 Employment Agreement, the January 2, 2024 Addendum or this Addendum, this Addendum shall prevail. Should any new provision of this Addendum be invalid or determined void, then the remainder of the new term and old term shall remain in full force and effect.

FOR NEW GARDEN TOWNSHIP:

By: _____
Ted Gallivan, Chairman

Date: _____

AT WILL EMPLOYEE

By: _____
Christopher M. Himes

Date: _____