



**NEW GARDEN TOWNSHIP  
BOARD OF SUPERVISORS  
BUSINESS MEETING AGENDA  
February 26, 2024  
New Garden Twp. Board Room  
299 Starr Rd.  
Landenberg, PA 19350**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ANNOUNCEMENT OF EXECUTIVE SESSIONS**

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

**5. PUBLIC COMMENT ON AGENDA ITEMS**

**6. PUBLIC HEARING**

**7. MINUTES:**

- a. Approval of Meeting Minutes from 1/22/2024.

**8. TREASURER'S REPORT:**

- a. Approval of paid invoices \$33,213.66 and unpaid invoices \$320,170.25 totaling \$353,383.91.

**9. RECOGNITIONS & APPOINTMENTS**

- a. Frank Zagorskie – Presentation of gift by Avondale Borough Mayor Susan Rzucidlo
- b. Appointment of Matt Littlejohn, Assistant Community Development Director as Assistant Zoning Officer

**10. PRESENTATIONS**

- a. Historical Commission – Isaac Jackson Grandfather Clock
- b. Bowman Engineering – Baltimore Pike & Newark Rd. Intersection Update
- c. Bowman Engineering – US Rte. 1 & Newark Rd Interchange Update

**11. PUBLIC SAFETY REPORT**

- a. Avondale Fire Company – N/A
- b. Southern Chester County Regional Police Department – N/A

**12. UNFINISHED BUSINESS**

**13. NEW BUSINESS:**

- a. **Aqua Sewer Advisory Committee** – motion to advertise the New Garden Twp. Sewer Advisory Committee with Aqua.

- b. **Act 209 Traffic Impact Fee Study** –
  - i. consideration to approve the proposal by McMahon in support of Act 209 traffic engineering services at a cost not to exceed \$87,000.

ii. *motion to approve Resolution #24-0003*

- c. **Financial Security Release No. 1 144 Sharp Rd.** – *motion to approve a reduction of the financial security for property @ 144 Sharp Rd. identified as Tax Parcel #6004 00570000 in the amount of \$22,320.23 leaving a balance of \$8,187.69.*
- d. **Zoning Hearing Board Special Exception for 1421 Broad Run Rd.** – *consideration to take no action for the Zoning Hearing Board special exception application for the property 1421 Broad Run Rd.*
- e. **Parks & Open Space Carry In, Carry Out Trash Policy** – *consideration to create a Carry In, Carry Out Trash Ordinance for all Township parks, trails, and open spaces.*
- f. **Smedley Preserve Parking Update** – *presentation by Parks & Open Space regarding temporary parking and park rules @ Smedley Preserve.*
- g. **2024 Parks & Recreation Event Calendar** – *motion to approve Parks & Recreation 2024 Event Calendar.*
- h. **Waiver of Permit Fee** – *consideration to approve waiving the \$100.00 Annual Permit Fee for vendor truck/non-permanent restaurant permit for food vendors @ the 6<sup>th</sup> Annual Brandywine Backyard BBQ Festival*
- i. **Waiver of Alcohol Ordinance** – *consideration to approve waiving the township Alcohol Ordinance for the 6<sup>th</sup> Annual Brandywine Backyard BBQ Festival.*
- j. **KAU Site Improvements** – *consideration to approve the KAU site improvements to Field 2 located at New Garden Park*
- k. **Town Hall Roof Project** – *presentation on the FY24 Town Hall Roof Replacement project.*
- l. **Economic Impact Study** – *consideration to approve the proposal by Neumann & Assoc., LLC to conduct an economic impact analysis at a cost not to exceed \$15,000.00.*

**14. LEGISLATION:**

- a. TASA Reimbursement – Resolution #24-004

**NOTICES:**

- Feb. 28 - Planning Commission Mtg. 7:00 p.m.
- March 6 - Historical Commission Mtg. 7:30 p.m.
- March 12 - Parks & Recreation Mtg. 5:30 p.m.
- Open Space Review Board 7:00 p.m.
- March 18 - Board of Supervisors Mtg. 7:00 p.m.



**NEW GARDEN TOWNSHIP  
BOARD OF SUPERVISORS  
MEETING MINUTES  
January 22, 2023**

**ATTENDING  
BOARD OF SUPERVISORS**

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

**TOWNSHIP PERSONNEL**

Chris Himes – Township Manager  
James Brown – Dir. Of Finance  
Kristina Molnar – Asst. Finance Dir.  
Robert Weer – Dir. Comm. Dev. & Safety  
John Gibson – Codes Enforcement  
Charlie Owens – Fire Marshal  
Ahtziri Romo – Receptionist/Communications  
Joseph Greenwalt - Chief

**CALLED TO ORDER**

Chairman David Unger called the meeting to order at 7:01 p.m.

**EXECUTIVE SESSION**

- An Executive session was held to discuss personnel and legal matters.

**PLEDGE OF ALLEGIANCE**

Pledge of allegiance was recited.

**TOWNSHIP UPDATES:** The Township Manager commended the Public Works Dept. for their handling of the recent weather events.

**MINUTES:**

- Approval of 12/18/23 and 1/2/2024 meeting minutes.  
**Action:** Motion to approve made by Mr. Allaband, seconded by Ms. Brodowski. No discussion. All Ayes.

**PUBLIC PARTICIPATION:**

- Martin Kelly, 404 Highland Ct. – Loch Nairn – Voiced concerns regarding safety of walking paths, receptacles for trash, plan going forward for maintenance and parking.
- Catherine Washko, 110 Hoylake Ct. – Hartefeld – road concerns and needed repairs in Hartefeld community primarily on Portmarnock and Turnberry roads. Installation of a streetlight @ the intersection of Sharp Rd. and Rt. 41.

**TREASURER'S REPORT:**

- Approval of paid and unpaid invoices totaling \$681,420.27.  
**Action:** Motion to approve made by Mr. Gallivan, seconded by Mr. Allaband. No discussion. All Ayes (Mr. Allaband abstaining from approval of Crossan invoices).

**PUBLIC WORKS UPDATE:**

- No Public Works Report.

**FIRE COMPANY EMS REPORT:**

- Guy Swift gave Fire Company/EMS Report for the month of December 2023.

**SCCRPD REPORT:**

- Chief Greenwalt gave the SCCRPD report for the month of December 2023.

**NEW GARDEN FLYING FIELD:**

- No report.

**BUSINESS:**

**A. Appointment of Board and Commission Vacancies –**

- a. *Planning Commission* – Katrina Lawrence  
Don Morgan  
Bob Perrotti
- b. *Zoning Hearing Board* - Ron Dungey
- c. *Zoning Hearing Board Alt.*- David Trexler
- d. *Historical Commission* - Michael Lowenstein  
Sarah Hazelwood  
Vacant
- e. *Open Space Review Board* - Vacancies (2)  
Kecia Crawl
- f. *Parks & Recreation* - Brianna Small  
Vacancies (3)

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

**B. Kennett Library Update – presentation on the status of the Kennett Library**

**Action:** Presentation only. No Action Taken.

**C. Final Financial Security Release No. 1 – 117 Mercer Mill Rd.– motion to approve final (1<sup>st</sup>) financial security release for property @ 117 Mercer Mill Rd. (Higgins-Juell) in the amount of \$14,999.68.**

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

**D. KACS Sewage Facilities Planning Module – motion to approve the Kennett Area Community Service Sewage Facilities Planning Module (DEP Code No. 1-15940-506-3J).**

**Action:** Motion to approve made by Mr. Allaband, seconded by Ms. Brodowski. No Discussion.  
All Ayes.

**E. Avondale Fire Co. and EMS FY24 Service Agreement – motion to approve the FY24 service agreements for the Avondale Fire Co.**

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

**F. Avondale Fire Co. and EMS Q1 FY2024 Payment** - motion to approve the Q1 FY2024 payment to the Avondale Fire Co. and SCC EMS in the amount of \$246,187.50.

**Action:** Motion to approve made by Mr. Allaband, seconded by Ms. Brodowski. No Discussion. All Ayes.

**G. Building Inspection Underwriters Contract Update** – motion to authorize contract renewal with Building Inspection Underwriters. (BIU).

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

**H. PA Treasurer Escrow Management** - motion to authorize the reporting of the remaining escrow balance of \$11,000.00 to the Commonwealth of PA Treasurer's Office.

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

**I. Grant Program Update** – presentation by Finance Dept. on the FY2024 Grant Program.

**Action:** No action taken. Presentation only.

**J. FY23 Year-End Close and A2 Budget Amendment** – presentation by Township Manager on the FY23 year-end budget performance and A2 Budget Amendment.

**Action:** motion to adopt amended budget made by Mr. Allaband, seconded by Ms. Brodowski. All Ayes. Discussion: Mr. Allaband suggested using surplus interest income (\$86,707.92) for ongoing funding of the Kennett Library.

## **LEGISLATION:**

None

## **ADJOURNMENT**

- Motion to adjourn the meeting @ 8:36 p.m. made by Mr. Unger, seconded by Mr. Gallivan. No discussion. All Ayes.

**The next Board of Supervisor's Meeting will be held on Monday, February 26 @ 7:00 p.m.**

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

**DATE: FEBRUARY 26, 2024**

<b>FUND</b>	<b>UNPAID INVOICES TOTALS</b>	<b>PAID INVOICES TOTALS</b>	<b>INVOICES TOTALS</b>
01 - GENERAL	\$188,687.54	\$24,452.40	\$213,139.94
02 - STREET LIGHT	\$0.00	\$0.00	\$0.00
03 - FIRE	\$7,768.20	\$0.00	\$7,768.20
04 - PARK & RECREATION	\$0.00	\$4,192.51	\$4,192.51
05 - ST ANTHONY'S IN THE HILLS	\$0.00	\$904.87	\$904.87
08 - SEWER	\$0.00	\$0.00	\$0.00
09 - AIRPORT	\$71,510.53	\$2,700.00	\$74,210.53
20 - SINKING (DEBT SERVICE)	\$0.00	\$0.00	\$0.00
30 - CAPITAL	\$5,568.95	\$0.00	\$5,568.95
31 - OPEN SPACE	\$12,576.30	\$963.88	\$13,540.18
32 - SEWER CAPITAL FUND	\$0.00	\$0.00	\$0.00
33 - AIRPORT CAPITAL FUND	\$34,058.73	\$0.00	\$34,058.73
34 - CAPITAL RESERVE FUND	\$0.00	\$0.00	\$0.00
35 - STATE LIQUID FUELS	\$0.00	\$0.00	\$0.00
			\$0.00
<b>TOTALS</b>	<b>\$320,170.25</b>	<b>\$33,213.66</b>	<b>\$353,383.91</b>

Report Criteria:  
 Summary report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
<b>01248046</b>									
9192	Country Fresh Mushroom	02072024	Return of escrow balance	02/07/2024	11,000.00	.00	11,000.00	31012	02/07/2024
Total 01248046:					11,000.00	.00	11,000.00		
<b>01248103</b>									
10020	Kopp, Steven	012324	Refund of escrow	01/24/2023	1,022.59	.00	1,022.59	31007	01/23/2024
Total 01248103:					1,022.59	.00	1,022.59		
<b>01248112</b>									
9216	Wilkinson Homes	012324	Refund Escrow balance of	01/23/2024	3,500.00	.00	3,500.00	31009	01/23/2024
Total 01248112:					3,500.00	.00	3,500.00		
<b>01248155</b>									
9544	Weaver Electric, Inc.	012324	Refund of Escrow balance	01/23/2024	1,759.12	.00	1,759.12	31008	01/23/2024
Total 01248155:					1,759.12	.00	1,759.12		
<b>01402331</b>									
9670	Molnar, Kristina	011824	Inv 011824: HR Consortiu	01/18/2024	95.24	.00	95.24	31010	01/30/2024
Total 01402331:					95.24	.00	95.24		
<b>01406141</b>									
9714	Molnar, Raleigh	01302024	Invoice filing from jan 2024	01/30/2024	176.00	.00	176.00	31011	01/30/2024
Total 01406141:					176.00	.00	176.00		
<b>01406229</b>									
9670	Molnar, Kristina	01302024	Reimbursement for Coffee	01/30/2024	33.98	.00	33.98	31010	01/30/2024
Total 01406229:					33.98	.00	33.98		
<b>01409226</b>									
4710	Lowe's	901384-LZO	32 fl oz bathroom hand soa	12/31/2023	38.56	.00	38.56	31014	02/14/2024
		901437-MHZ	Charmin Toilet paper for wo	01/08/2024	67.57	.00	67.57	31014	02/14/2024
		901548-MLC	Bounty paper towels for Tw	01/31/2024	77.37	.00	77.37	31014	02/14/2024
Total 01409226:					183.50	.00	183.50		
<b>01409360</b>									
6090	PECO ENERGY CO.	012024	35736-58011 Lites	01/20/2024	3,308.72	.00	3,308.72	31015	02/14/2024
Total 01409360:					3,308.72	.00	3,308.72		
<b>01409361</b>									
		012324	51521-59160 NG Hills Bar	01/23/2024	780.33	.00	780.33	31015	02/14/2024
		012524	07886-02002 Quonset Hut	01/25/2024	481.42	.00	481.42	31015	02/14/2024
Total 01409361:					1,261.75	.00	1,261.75		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
<b>01409373</b>									
4710	Lowe's	972906-MLHI	Box of cement screws to at	02/01/2024	12.33	.00	12.33	31014	02/14/2024
Total 01409373:					12.33	.00	12.33		
<b>01413213</b>									
		990278-MKL	2 outlet strips (one for Little	01/26/2024	110.47	.00	110.47	31014	02/14/2024
Total 01413213:					110.47	.00	110.47		
<b>01430373</b>									
		901639-MID	Stain, drawer liners	01/09/2024	62.65	.00	62.65	31014	02/14/2024
		901903-MKH	Cleaning supplies, surge pr	01/25/2024	95.20	.00	95.20	31014	02/14/2024
		901949-MIRII	Surge protector and drawer	01/12/2024	40.34	.00	40.34	31014	02/14/2024
Total 01430373:					198.19	.00	198.19		
<b>01438245</b>									
		901393-MHF	Four bags of cold patch	01/02/2024	74.72	.00	74.72	31014	02/14/2024
Total 01438245:					74.72	.00	74.72		
<b>01451455</b>									
9983	Aerial Fun & Fitness	2098	Community Day Entertain	09/22/2023	500.00	.00	500.00	Multiple	Multiple
Total 01451455:					500.00	.00	500.00		
<b>01454245</b>									
4710	Lowe's	901031-MIIH	Ladder	01/10/2024	285.00	.00	285.00	31014	02/14/2024
		973377-MJJ	Snow shovel	01/18/2024	66.46	.00	66.46	31014	02/14/2024
		974507-MLM	Tools for foot bridge constr	02/02/2024	384.65	.00	384.65	31014	02/14/2024
		987967-MKH	Air compressor and tools	01/25/2024	388.06	.00	388.06	31014	02/14/2024
		995083-MIM	gas can and safety equipm	01/11/2024	91.62	.00	91.62	31014	02/14/2024
Total 01454245:					1,215.79	.00	1,215.79		
<b>04454720</b>									
		01462	Park maintenance supplies	09/14/2023	624.17	.00	624.17	1256	02/16/2024
		01734	Park maintenance supplies	10/03/2023	104.32	.00	104.32	1256	02/16/2024
		87785	Park maintenance supplies	09/19/2023	140.94	.00	140.94	1256	02/16/2024
		89470	Park maintenance supplies	10/02/2023	139.51	.00	139.51	1256	02/16/2024
		901030-MEG	hardware for locks at Quon	12/31/2023	129.50	.00	129.50	1256	02/16/2024
		901202-MAO	Angle grinder for general m	12/31/2023	236.55	.00	236.55	1256	02/16/2024
		901307-MES	Wet/dry vac	12/31/2023	94.05	.00	94.05	1256	02/16/2024
		902396-MBT	Traffic cones and snow ma	12/31/2023	764.58	.00	764.58	1256	02/16/2024
		918522-MCQ	Christmas light replacemen	12/31/2023	44.62	.00	44.62	1256	02/16/2024
		969661-LZH	Supplies to build park traile	12/31/2023	420.76	.00	420.76	1256	02/16/2024
		977884-MBH	Supplies for park trailer	12/31/2023	185.50	.00	185.50	1256	02/16/2024
		979457-MCL	Christmas decoration suppl	12/31/2023	632.30	.00	632.30	1256	02/16/2024
		984525-LZTF	Tools for Quonset hut orga	12/31/2023	83.47	.00	83.47	1256	02/16/2024
		984617-MCV	Extension cords for Christ	12/31/2023	51.04	.00	51.04	1256	02/16/2024
		985228-MCV	Timers, outlets and cords f	12/31/2023	67.69	.00	67.69	1256	02/16/2024
		987669-MCZ	Interior extension cords for	12/31/2023	148.41	.00	148.41	1257	02/16/2024
		998115-MAO	Tools for construction of pa	12/31/2023	325.10	.00	325.10	1256	02/16/2024
Total 04454720:					4,192.51	.00	4,192.51		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
<b>05452372</b>									
		983634-MEX	Stove/Oven replacement at	12/31/2023	904.87	.00	904.87	1230	02/14/2024
Total 05452372:					904.87	.00	904.87		
<b>09441450</b>									
2325	Dunn, Courtland	020124	Flight School Transfer Insta	02/01/2024	2,700.00	.00	2,700.00	5425	01/23/2024
Total 09441450:					2,700.00	.00	2,700.00		
<b>31461451</b>									
4710	Lowe's	901008-MLY	tools for foot bridge repairs	02/06/2024	23.22	.00	23.22	1485	02/14/2024
		901012-MLM	Hiles property signage	02/02/2024	4.72	.00	4.72	1485	02/14/2024
		981666-MLT	lumber for bridge repairs	02/05/2024	802.17	.00	802.17	1485	02/14/2024
		998037-MKX	Laurel Woods Trail & Mill R	01/30/2024	85.37	.00	85.37	1485	02/14/2024
6090	PECO ENERGY CO.	011924	17177-45037 McCue Road	01/19/2024	48.40	.00	48.40	1484	02/14/2024
Total 31461451:					963.88	.00	963.88		
Grand Totals:					33,213.66	.00	33,213.66		

Report Criteria:

Summary report type printed

Report Criteria:

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

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>01</b>									
<b>8165 The Hartford</b>									
6694659050	2	LIFE; AD&D; STD; LTD - Admin	Invoice	02/01/2024	02/29/2024	97.02		97.02	01-401-158
<b>9703 H.A. Thompson Co.</b>									
371744	1	Renewal Bond-CHimes #107802658	Invoice	01/29/2024	02/29/2024	1,985.00		1,985.00	01-401-353
<b>2001 Delaware Valley Health Trust</b>									
26533	5	Medical/Rx & Dental - Finance	Invoice	02/01/2024	02/29/2024	3,970.64		3,970.64	01-402-156
<b>8165 The Hartford</b>									
6694659050	3	LIFE; AD&D; STD; LTD - Finance	Invoice	02/01/2024	02/29/2024	222.73		222.73	01-402-158
<b>985 BBD,LLP</b>									
73	1	Audit for financial statement ending 12/	Invoice	12/31/2023	01/31/2024	5,000.00		5,000.00	01-402-311
<b>9196 GFOA - PA</b>									
1678558-680	1	Linda's GFOA-PA annual membership u	Invoice	02/05/2024	02/29/2024	75.00		75.00	01-402-420
946431	1	GFOA-PA Annual Statewide Meeting - J	Invoice	02/05/2024	02/29/2024	450.00		450.00	01-402-460
946431	2	GFOA-PA Annual Statewide Meeting -	Invoice	02/05/2024	02/29/2024	450.00		450.00	01-402-460
<b>9891 Brown, James P</b>									
012124	1	Airfare - GFOA Conference	Invoice	01/21/2024	02/29/2024	350.64		350.64	01-402-460
<b>3510 H. A. Berkheimer Inc.</b>									
254	1	Amusement Tax Commission	Invoice	01/31/2024	02/29/2024	14.89		14.89	01-403-451
<b>4495 Lamb McErlane, PC</b>									
241416	1	Acct #130174-0001 General Administra	Invoice	02/06/2024	02/29/2024	6,713.25		6,713.25	01-404-314
<b>2001 Delaware Valley Health Trust</b>									
26533	6	Medical/Rx & Dental - General	Invoice	02/01/2024	02/29/2024	2,740.33		2,740.33	01-406-156
<b>8165 The Hartford</b>									
6694659050	5	LIFE; AD&D; STD; LTD - General	Invoice	02/01/2024	02/29/2024	114.55		114.55	01-406-158
<b>9599 Amazon Capital Services</b>									
1VRH-P3M7-	1	Office Supplies (tape dispensers, bulleti	Invoice	02/01/2024	02/29/2024	41.00		41.00	01-406-210
<b>1950 21st Century Media</b>									
2561372	1	Business Cards for: Robert Meier Charlie Owens Dioselinda Rivera Becky Juarez Francis Gibson	Invoice	01/21/2024	02/21/2024	128.06		128.06	01-406-341
<b>4300 Kennett Copy &amp; More, Inc.</b>									
108962	1	Becky Juarez	Invoice	01/02/2024	01/31/2024	214.95		214.95	01-406-342
<b>9627 U.S. Bank Equipment Finance</b>									
521721845	1	Contract #500-0639672-000	Invoice	02/05/2024	02/29/2024	387.81		387.81	01-406-383
<b>10040 Security Metrics</b>									
3163243	1	PCI Compliance	Invoice	02/12/2024	02/29/2024	749.97		749.97	01-406-450
<b>1680 COMCAST CABLE</b>									
192429615	1	Admin Business Voice Acct 905954294	Invoice	01/15/2024	02/15/2024	537.49		537.49	01-407-321
<b>9707 AT&amp;T Mobility, LLC</b>									
2873138497	1	Foundation Account - 60915817	Invoice	02/01/2024	02/24/2024	276.90		276.90	01-407-324
<b>1683 Comcast Business Voice</b>									
011024	1	Acct 8499101360172206 Public Works	Invoice	01/10/2024	02/02/2024	182.73		182.73	01-407-325
011024	2	acct 8499 10 136 0060732	Invoice	01/10/2024	02/02/2024	305.32		305.32	01-407-325
021024	1	Acct 8499101360172206 Public Works	Invoice	02/10/2024	03/04/2024	192.82		192.82	01-407-325
021024	2	acct 8499 10 136 0060732	Invoice	02/10/2024	03/04/2024	315.45		315.45	01-407-325
<b>7010 PC Solutions, Inc.</b>									
CW118482	1	Hardware Removal	Invoice	01/16/2024	01/31/2024	200.00		200.00	01-407-452
CW118522	1	SOPHOS MSP Agreement New Garden	Invoice	01/25/2024	02/15/2024	352.70		352.70	01-407-452
CW118581	1	Maintenance Agreement	Invoice	02/07/2024	02/17/2024	583.52		583.52	01-407-452
CW118631	1	Microsoft 365	Invoice	02/07/2024	02/17/2024	418.03		418.03	01-407-452
<b>4975 Bowman Consulting Group, Ltd</b>									
415047	1	Project 311373-01-001	Invoice	01/31/2024	02/29/2024	632.50		632.50	01-408-312

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>9281 Pennoni Associates, Inc</b>									
0001207453	1	NGTP0157 Hawks Glen, Bentley home	Invoice	01/25/2024	02/25/2024	151.50		151.50	01-408-312
0001207455	1	NGTWP00158 Rouse Chamberlain Ban	Invoice	01/25/2024	02/25/2024	38.50		38.50	01-408-312
0001207456	1	NGTWP00160 Popeye's	Invoice	01/25/2024	02/25/2024	435.25		435.25	01-408-312
0001207457	1	NGTWP00164 S&P Conveyors, 115 Re	Invoice	01/25/2024	02/25/2024	288.00		288.00	01-408-312
0001207458	1	NGTWP00170 Pleasantville Farm	Invoice	01/25/2024	02/25/2024	839.25		839.25	01-408-312
0001207459	1	NGTWP00172 Ecolab/Purolite	Invoice	01/25/2024	02/25/2024	478.75		478.75	01-408-312
0001207460	1	NGTWP00174 New Garden Elementar	Invoice	01/25/2024	02/25/2024	514.50		514.50	01-408-312
0001207461	1	NGTWP07002 Stillman, 149 Skyline Dr.	Invoice	01/25/2024	02/25/2024	233.00		233.00	01-408-312
0001207462	1	NGTWP07004 Higgins-Jewel	Invoice	01/25/2024	02/25/2024	573.75		573.75	01-408-312
0001207463	1	NGTWP07010 Laurel Valley Farms Exp	Invoice	01/25/2024	02/25/2024	252.00		252.00	01-408-312
0001207465	1	NGTWP21012 Buttonwood Rd Culvert (	Invoice	01/25/2024	02/25/2024	1,902.50		1,902.50	01-408-312
0001207466	1	NGTWP07016 Davis-Dhungel 144 Shar	Invoice	01/25/2024	02/25/2024	252.00		252.00	01-408-312
<b>4975 Bowman Consulting Group, Ltd</b>									
412997	1	Project 310647-01-001	Invoice	01/31/2024	02/29/2024	3,922.50		3,922.50	01-408-313
415041	1	Project 310010-01-001	Invoice	01/31/2024	02/29/2024	2,845.00		2,845.00	01-408-313
<b>9281 Pennoni Associates, Inc</b>									
0001207454	1	NGTWP00000 General	Invoice	01/25/2024	02/25/2024	1,759.50		1,759.50	01-408-313
0001207464	1	NGTWP21010 Roads	Invoice	01/25/2024	02/25/2024	38.50		38.50	01-408-313
<b>1650 Colonial Flag Company</b>									
121423	1	3 Flags for Admin Bldg.	Invoice	12/31/2023	01/31/2024	488.35		488.35	01-409-240
<b>2109 Ready Refresh by Nestle</b>									
14B0436228	1	Water cooler rental	Invoice	02/06/2024	02/26/2024	15.96		15.96	01-409-240
<b>1510 Chester Water Authority</b>									
4444954	1	Acct #02575078989 8938 Gap Newport	Invoice	02/02/2024	03/12/2024	563.20		563.20	01-409-366
4444962	1	Acct #02580000299 - 299 Starr Road	Invoice	02/02/2024	03/12/2024	101.13		101.13	01-409-366
4444967	1	Acct #02580079055 299 Starr Road Fir	Invoice	02/02/2024	03/12/2024	281.49		281.49	01-409-366
<b>9440 Premium Power Services, LLC</b>									
32252	1	Repair for Admin generator	Invoice	01/17/2024	02/27/2024	801.00		801.00	01-409-374
<b>4395 Keystone Collection Group</b>									
S967YYHY8	1	Parcel ID 6005 00440100 308 Penn Gr	Invoice	02/01/2024	02/29/2024	133.90		133.90	01-409-431
<b>9195 CHESTER COUNTY TREASURER</b>									
2024001656	1	SS RT 41 - E of Gap Newport Pike - #6	Invoice	01/15/2024	02/15/2024	1,038.02		1,038.02	01-409-431
M6024A0014	1	SS RT 41 - E of Gap Newport Pike - #6	Invoice	02/01/2024	03/01/2024	631.80		631.80	01-409-431
<b>5150 Mike Singleton's Superior</b>									
012624	1	Vole & Pest Township Bldng	Invoice	01/26/2024	02/25/2024	180.00		180.00	01-409-450
<b>9312 Deerfield Mowing &amp; Property Mnt</b>									
2024	2	November Mowing & Trimming-Admin/	Invoice	11/25/2023	12/25/2023	3,460.00		3,460.00	01-409-452
<b>2001 Delaware Valley Health Trust</b>									
26533	4	Medical/Rx & Dental - Codes	Invoice	02/01/2024	02/29/2024	2,594.65		2,594.65	01-413-156
<b>8165 The Hartford</b>									
6694659050	4	LIFE; AD&D; STD; LTD - Codes	Invoice	02/01/2024	02/29/2024	147.13		147.13	01-413-158
<b>1490 Brandywine Valley SPCA</b>									
43	1	Chesco Activity Fee	Invoice	01/31/2024	02/29/2024	65.00		65.00	01-413-450
<b>1120 Building Inspection</b>									
0100-0150-0	1	Inv 010723: Electrical Inspections	Invoice	01/31/2024	02/29/2024	200.00		200.00	01-413-451
0100-0150-0	1	Inv 010724: Fire Inspections	Invoice	01/31/2024	02/29/2024	860.00		860.00	01-413-451
0100-0150-0	1	Inv 010725: Plumbing Inspections	Invoice	01/31/2024	02/29/2024	1,450.00		1,450.00	01-413-451
0100-0150-0	1	Inv 010726: Building Inspections	Invoice	01/31/2024	02/29/2024	11,424.00		11,424.00	01-413-451
0100-0150-0	1	Inv 010727: Mechanical Inspections	Invoice	01/31/2024	02/29/2024	390.00		390.00	01-413-451
<b>9295 Unruh,Turner,Burke &amp; Frees,PC</b>									
209080/1087	1	Inv 210877 Deanna's Market	Invoice	01/26/2024	02/26/2024	82.00		82.00	01-414-314
209080/1087	2	Inv 210880 Rodriguez	Invoice	01/26/2024	02/26/2024	41.00		41.00	01-414-314
209080/1087	3	Inv 209080: Rouse Chamberlin, Ltd Zo	Invoice	01/26/2024	02/26/2024	748.90		748.90	01-414-314
209080/1087	4	Inv. 210882 Taylor, Jeffrey S. Zoning Ap	Invoice	01/26/2024	02/26/2024	80.00		80.00	01-414-314
<b>4830 Hagerty, Mark A.</b>									
122023	1	ZHB - Rouse Chamberlin LTD	Invoice	12/31/2023	01/31/2024	585.50		585.50	01-414-450

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>8570 AECOM Technical Services, Inc.</b>									
2000793435	1	Rouse/Chamberlain - DEP planning mo	Invoice	12/31/2023	01/31/2024	612.73		612.73	01-414-450
2000855935	1	New Garden Elementary - Project 6070	Invoice	02/13/2024	02/29/2024	631.11		631.11	01-414-450
<b>9762 Dungey, Ronald</b>									
02092024	1	reimbursement for zoning officer trainin	Invoice	02/09/2024	03/09/2024	50.00		50.00	01-414-460
<b>181 Republic Services #319</b>									
0319-000985	1	Refuse Twp Bldng	Invoice	01/20/2024	02/09/2024	21.66		21.66	01-426-450
0319-000985	2	Recycling Twp Bldng	Invoice	01/20/2024	02/09/2024	18.57		18.57	01-426-450
0319-000985	3	Refuse PW	Invoice	01/20/2024	02/09/2024	160.00		160.00	01-426-450
0319-000985	4	Recycling PW	Invoice	01/20/2024	02/09/2024	244.14		244.14	01-426-450
<b>8864 Weaver Mulch LLC</b>									
603429	1	Tree stump disposal (Watson Mill)	Invoice	02/05/2024	02/29/2024	90.00		90.00	01-427-450
<b>2001 Delaware Valley Health Trust</b>									
26533	8	Medical/Rx & Dental - Public Works	Invoice	02/01/2024	02/29/2024	9,159.94		9,159.94	01-430-156
<b>8165 The Hartford</b>									
6694659050	7	LIFE; AD&D; STD; LTD - Public Works	Invoice	02/01/2024	02/29/2024	400.95		400.95	01-430-158
<b>2217 Dixie Land Energy, LLC</b>									
592663	1	300 gallons of diesel fuel	Invoice	01/03/2024	02/03/2024	900.90		900.90	01-430-235
609374	1	1003.5 gallons of diesel fuel	Invoice	01/19/2024	02/19/2024	3,114.57		3,114.57	01-430-235
621143	1	600 gallons of Diesel Fuel	Invoice	02/07/2024	02/29/2024	1,909.45		1,909.45	01-430-235
<b>5750 PA DEP</b>									
1337635	1	Storage tank registration	Invoice	12/05/2023	01/05/2024	100.00		100.00	01-430-235
<b>5540 CINTAS CORPORATION #100</b>									
4178918097	1	Weekly uniforms (1/03)	Invoice	01/03/2024	02/03/2024	209.26		209.26	01-430-238
4179654048	1	Weekly Uniforms (1/09)	Invoice	01/09/2024	02/09/2024	308.38		308.38	01-430-238
4180373831	1	Weekly Uniforms (1/16)	Invoice	01/16/2024	02/16/2024	206.27		206.27	01-430-238
4181078412	1	Weekly Uniforms (1/23)	Invoice	01/23/2024	02/23/2024	206.27		206.27	01-430-238
4181805106	1	Weekly uniforms (1/30)	Invoice	01/30/2024	02/15/2024	206.27		206.27	01-430-238
4182521813	1	Weekly uniforms (2/06)	Invoice	02/06/2024	02/21/2024	289.44		289.44	01-430-238
4183220952	1	Weekly uniform (2/13)	Invoice	02/13/2024	02/27/2024	289.44		289.44	01-430-238
4183943437	1	Weekly uniforms (2/20)	Invoice	02/20/2024	03/02/2024	289.44		289.44	01-430-238
<b>1590 Colledge Tire &amp; Auto</b>									
0153326	1	State inspection for ProMaster van	Invoice	01/26/2024	02/26/2024	41.00		41.00	01-430-250
<b>2419 E.M. Kutz, Inc</b>									
41300	1	Five replacement LED strobes for truck	Invoice	01/24/2024	02/24/2024	491.60		491.60	01-430-250
41368	1	Three replacement LED strobes for truc	Invoice	01/26/2024	02/26/2024	294.96		294.96	01-430-250
<b>2885 G &amp; E Welding Supply</b>									
2275247	1	Tank rental (December)	Invoice	12/31/2023	01/31/2024	27.00		27.00	01-430-250
<b>4474 L &amp; L Carquest</b>									
9577-165208	1	Thread locker, Coolant, and trailer plug	Invoice	01/09/2024	02/09/2024	116.39		116.39	01-430-250
9577-165569	1	DEF for trucks, antifreeze for Freightlin	Invoice	01/19/2024	02/19/2024	119.94		119.94	01-430-250
9577-165612	1	DEF, Coolant for Freightliners, Bulbs for	Invoice	01/22/2024	02/22/2024	182.70		182.70	01-430-250
9577-166008	1	Front pads and rotors for 2010 F-550 a	Invoice	01/31/2024	02/29/2024	363.78		363.78	01-430-250
9577-166652	1	Car soap	Invoice	02/20/2024	02/29/2024	9.99		9.99	01-430-250
<b>8925 Wilhelm's Service Center</b>									
85577	1	Coolant leak repair on 2018 Freightliner	Invoice	02/07/2024	02/29/2024	147.83		147.83	01-430-250
85580	1	Road calls to clear computer in 2018 Fr	Invoice	01/23/2024	02/23/2024	549.58		549.58	01-430-250
85588	1	Hydraulic hose for 2020 F-550 spreader	Invoice	01/23/2024	02/23/2024	50.05		50.05	01-430-250
<b>9638 Newark Battery Co, Inc &amp; Auto Supply</b>									
15945	1	Two cases of brake cleaner	Invoice	02/01/2024	02/29/2024	110.16		110.16	01-430-250
<b>10045 Momar, Inc.</b>									
PS1543241	1	Case of di-electrical spray	Invoice	02/05/2024	03/05/2024	389.16		389.16	01-430-250
<b>2830 Frecom, Inc</b>									
33624	1	Bank charger for radios	Invoice	12/29/2023	01/29/2024	519.50		519.50	01-430-261
<b>8495 ULINE, INC.</b>									
1721414042	1	First aid kits for trucks (12)	Invoice	12/31/2023	01/31/2024	306.78		306.78	01-430-261

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>4956 McDonald, Timothy</b>									
12312023	1	Phone reimbursement for Q4-2023	Invoice	12/31/2023	01/31/2024	90.00		90.00	01-430-326
<b>9546 Lyle, Arthur</b>									
12312023	1	Phone reimbursement for Q4-2023	Invoice	12/31/2023	01/31/2024	90.00		90.00	01-430-326
<b>9657 Brittingham, Hilborn</b>									
12312023	1	Phone reimbursement for Q4-2023	Invoice	12/31/2023	01/31/2024	90.00		90.00	01-430-326
<b>9658 Connor, Orville</b>									
12312023	1	Phone reimbursement for Q4-2023	Invoice	12/31/2023	01/31/2024	90.00		90.00	01-430-326
<b>10021 Meara, Joseph</b>									
12312023	1	Phone reimbursement for Q4-2023 (2m	Invoice	12/31/2023	01/31/2024	60.00		60.00	01-430-326
<b>10022 Motter, Andrew</b>									
12312023	1	Phone reimbursement for Q4-2023 (2	Invoice	12/31/2023	01/31/2024	60.00		60.00	01-430-326
<b>317 Aqua Pennsylvania</b>									
12152023	1	PW sewer bill	Invoice	12/15/2023	01/15/2024	328.31		328.31	01-430-360
<b>4474 L &amp; L Carquest</b>									
9577-165741	1	Spray-Nine cleaner	Invoice	01/24/2024	02/24/2024	107.94		107.94	01-430-373
<b>8495 ULINE, INC.</b>									
174488484	1	One case of trash bags	Invoice	02/15/2024	02/29/2024	37.50		37.50	01-430-373
<b>2419 E.M. Kutz, Inc</b>									
41544	1	Cutting edge and deflector for 2015 F-3	Invoice	02/07/2024	02/29/2024	747.66		747.66	01-430-374
<b>2700 Ferguson &amp; McCann Inc.</b>									
55843	1	Repair to Veeder Root (Underground ta	Invoice	01/22/2024	02/22/2024	2,200.00		2,200.00	01-430-374
<b>2885 G &amp; E Welding Supply</b>									
228105	1	Tank Rental (January)	Invoice	01/31/2024	02/29/2024	27.00		27.00	01-430-374
<b>2990 General Rental &amp; Sales</b>									
170779	1	2-stroke oil and bar/chain oil for chainsa	Invoice	02/02/2024	02/29/2024	60.70		60.70	01-430-374
<b>4474 L &amp; L Carquest</b>									
9577-166193	1	Fuel line for chainsaws	Invoice	02/06/2024	03/06/2024	8.38		8.38	01-430-374
<b>6338 Petty Cash - Public Works/James Brown</b>									
386744 & 38	1	Stainless steel welding wire for truck be	Invoice	02/20/2024	02/29/2024	52.99		52.99	01-430-374
386744 & 38	2	Marking pen and refills	Invoice	02/20/2024	02/29/2024	39.20		39.20	01-430-374
<b>280 American Rock Salt Company</b>									
0756418	1	46.82 tons of Rock Salt	Invoice	01/22/2024	02/21/2024	3,579.39		3,579.39	01-432-245
0757077	1	98.08 tons of Rock Salt	Invoice	01/23/2024	02/22/2024	7,498.21		7,498.21	01-432-245
0758173	1	24.43 tons of Rock Salt	Invoice	01/25/2024	02/24/2024	1,867.67		1,867.67	01-432-245
0758645	1	71.93 tons of Rock Salt	Invoice	01/26/2024	02/25/2024	5,499.04		5,499.04	01-432-245
0760355	1	142.78 tons of Rock Salt	Invoice	02/02/2024	03/02/2024	10,915.53		10,915.53	01-432-245
0761325	1	145.15 tons of Rock Salt	Invoice	02/16/2024	03/01/2024	11,096.72		11,096.72	01-432-245
<b>2519 Established Traffic Control</b>									
19808	1	Misc. signs	Invoice	02/01/2024	02/29/2024	1,018.00		1,018.00	01-433-245
<b>5824 PA One Call System Inc.</b>									
1035192	1	Monthly notifications (December)	Invoice	12/31/2023	01/31/2024	59.56		59.56	01-436-245
<b>8580 HD SUPPLY, INC</b>									
INV0027814	1	Flags and probe for One Call mark out	Invoice	02/15/2024	02/29/2024	212.92		212.92	01-436-245
<b>5824 PA One Call System Inc.</b>									
0001038946	1	Monthly notifications	Invoice	01/31/2024	02/29/2024	69.20		69.20	01-436-450
<b>227 American Bituminous Company</b>									
71	1	10.8 tons of cold patch	Invoice	01/30/2024	02/29/2024	1,674.00		1,674.00	01-438-245
82070	1	8.85 tons of Cold Patch	Invoice	12/26/2023	01/31/2024	1,371.75		1,371.75	01-438-245
<b>9195 CHESTER COUNTY TREASURER</b>									
2024001643	1	WS of Newark Road #6001_00250500	Invoice	01/15/2024	02/15/2024	1,752.37		1,752.37	01-440-431
M6024A0001	1	WS of Newark Road #6001_00250500	Invoice	02/01/2024	03/01/2024	1,066.59		1,066.59	01-440-431
<b>960 Brandywine Red Clay Alliance</b>									
2024	1	Christina Watersheds Municipal Partner	Invoice	02/01/2024	02/29/2024	950.00		950.00	01-446-451
<b>1695 Commonwealth of Pennsylvania</b>									
1335832	1	MS4 Individual Permit #PAI130516	Invoice	12/31/2023	03/01/2024	2,500.00		2,500.00	01-446-471

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>2001 Delaware Valley Health Trust</b>									
26533	7	Medical/Rx & Dental - Parks	Invoice	02/01/2024	02/29/2024	609.33		609.33	01-454-156
<b>8165 The Hartford</b>									
6694659050	6	LIFE; AD&D; STD; LTD - Parks	Invoice	02/01/2024	02/29/2024	52.08		52.08	01-454-158
<b>2990 General Rental &amp; Sales</b>									
170695	1	Shear pins for snow blower	Invoice	01/20/2024	02/20/2024	6.45		6.45	01-454-374
170723	1	spark plug for snow blower	Invoice	01/26/2024	02/26/2024	7.99		7.99	01-454-374
<b>9529 Solitude Lake Management LLC</b>									
PSI040055	1	New Garden Hills Pond Maintenance	Invoice	01/01/2024	01/31/2024	454.62		454.62	01-454-375
PSI044771	1	New Garden Hills Pond Maintenance	Invoice	02/01/2024	02/29/2024	454.57		454.57	01-454-375
<b>9195 CHESTER COUNTY TREASURER</b>									
2024001672	1	WS of Limestone Road #6006_004401	Invoice	01/15/2024	02/15/2024	1,239.70		1,239.70	01-454-431
M6024A0030	1	WS of Limestone Road #6006_004401	Invoice	02/01/2024	03/01/2024	754.55		754.55	01-454-431
<b>10033 Elk Creek Cabinetry</b>									
2402	1	Repairs - Isaac Jackson Tall Clock Cas	Invoice	01/27/2024	02/27/2024	1,350.00		1,350.00	01-459-450
<b>9611 Delaware Valley Property&amp;Liability Trust</b>									
PREM24-NG	1	General Liability Insurance	Invoice	01/02/2024	03/01/2024	30,830.50		30,830.50	01-486-352
<b>1998 Delaware Valley Workers Comp. Trust</b>									
WCPREM24-	3	WC Quarterly - NGT Personnel	Invoice	01/02/2024	03/01/2024	5,977.08		5,977.08	01-486-354
Total 01:						188,687.54	.00	188,687.54	
<b>03</b>									
<b>1510 Chester Water Authority</b>									
4443339	1	Acct #02821078400 - Public Fire Hydra	Invoice	02/02/2024	03/12/2024	7,768.20		7,768.20	03-448-383
Total 03:						7,768.20	.00	7,768.20	
<b>09</b>									
<b>2001 Delaware Valley Health Trust</b>									
26533	2	Medical/Rx & Dental - Airport Admin	Invoice	02/01/2024	02/29/2024	1,985.32		1,985.32	09-440-156
<b>8165 The Hartford</b>									
6694659050	8	LIFE; AD&D; STD; LTD - Airport Admin	Invoice	02/01/2024	02/29/2024	189.12		189.12	09-440-158
<b>1998 Delaware Valley Workers Comp. Trust</b>									
WCPREM24-	1	WC Quarterly - Airport Admin	Invoice	01/02/2024	03/01/2024	1,275.29		1,275.29	09-440-354
<b>1510 Chester Water Authority</b>									
4444727	1	Inv 4444727 - Water base charge and c	Invoice	01/04/2024	02/13/2024	789.40		789.40	09-440-360
44525335	1	Inv 4425335 - Base water charge	Invoice	01/04/2024	02/13/2024	700.97		700.97	09-440-360
<b>6090 PECO ENERGY CO.</b>									
012224	1	Acct 20058-50002 bill date 1/22 - Electr	Invoice	01/22/2024	02/22/2024	246.94		246.94	09-440-360
012224	2	Acct 97672-54052 bill date 1/22 - meter	Invoice	01/22/2024	02/22/2024	98.80		98.80	09-440-360
012224	3	Acct 13868-60001 bill date 1/22 Meters	Invoice	01/22/2024	02/22/2024	1,538.63		1,538.63	09-440-360
012224	4	Acct 23327-45009 bill date 1/19 - gas m	Invoice	01/22/2024	02/22/2024	99.95		99.95	09-440-360
012224	5	Acct 16963-01108 bill date 1/19 - gas m	Invoice	01/22/2024	02/22/2024	207.74		207.74	09-440-360
012224	6	Acct 01110-65153 bill date 1/16 - Elec	Invoice	01/22/2024	02/22/2024	266.45		266.45	09-440-360
012424	1	Acct 14039-46011 bill date 1/23 -	Invoice	01/24/2024	02/24/2024	30.29		30.29	09-440-360
012424	2	Acct 14039-46011 bill date 1/26 - electri	Invoice	01/24/2024	02/24/2024	175.99		175.99	09-440-360
012424	3	Acc 38750-311687 bill 1/24 - Elec/Gas	Invoice	01/24/2024	02/24/2024	1,691.50		1,691.50	09-440-360
012424	4	Acct 23153-01003 bill date 1/25 - Electr	Invoice	01/24/2024	02/24/2024	36.70		36.70	09-440-360
012424	5	Acct 66623-04061 bill date 1/25 - Electr	Invoice	01/24/2024	02/24/2024	86.36		86.36	09-440-360
<b>1810 Cook's Service Company, Inc</b>									
114975	1	Inv 114975 - Instl new 240 volt sub pan	Invoice	01/29/2024	02/29/2024	678.00		678.00	09-440-370
<b>7525 Southern Chester County</b>									
46202	1	Inv 46202 - Renewing Membership	Invoice	01/01/2024	02/01/2024	215.00		215.00	09-440-420
<b>181 Republic Services #319</b>									
0319-000985	1	Inv 0319-000985411 waste container 6	Invoice	01/20/2024	02/09/2024	176.46		176.46	09-440-450
0319-000985	2	Inv 3-0319-7200175 Airport waste cont	Invoice	01/20/2024	02/09/2024	176.46		176.46	09-440-450

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
0319-000991	1	Inv 3-0319-7200175 Airport waste cont	Invoice	02/20/2024	03/11/2024	306.39		306.39	09-440-450
<b>2409 EcoClean By Design</b>									
1523	1	Inv 1523 - Airport offices weekly cleanin	Invoice	01/31/2024	02/29/2024	525.00		525.00	09-440-450
<b>3305 Health Mats Company</b>									
12259	1	Inv 12259 - Monthly floor mat service	Invoice	02/01/2024	02/29/2024	70.61		70.61	09-440-450
<b>5150 Mike Singleton's Superior</b>									
012624	2	Airport Service	Invoice	01/26/2024	02/25/2024	190.00		190.00	09-440-450
<b>7010 PC Solutions, Inc.</b>									
CW118581	2	Maintenance Agreement	Invoice	02/07/2024	02/17/2024	111.48		111.48	09-440-450
<b>9050 Wm. P. McGovern, Inc.</b>									
161688	1	Inv 161688 - Service and winterize (3)	Invoice	02/01/2024	02/29/2024	2,685.00		2,685.00	09-440-450
P159775	1	Inv P-159775 - Bathroom trailer unit, wit	Invoice	01/24/2024	02/24/2024	2,697.00		2,697.00	09-440-450
<b>9312 Deerfield Mowing &amp; Propery Mnt</b>									
2039	1	Inv 2039 - Snow Plowing 1/16 (Storm #	Invoice	01/16/2024	02/16/2024	2,270.00		2,270.00	09-440-452
2040	1	Inv 2040 Snow Plowing 1/19 (Storm #2)	Invoice	01/19/2024	02/19/2024	3,175.00		3,175.00	09-440-452
2051	1	Inv 2051 - Snow plowing 2/13 (storm #3	Invoice	02/13/2024	03/13/2024	827.50		827.50	09-440-452
2054	1	Inv 2054 Snow plowing at Airport (storm	Invoice	02/19/2024	03/19/2024	390.00		390.00	09-440-452
<b>9526 Dougherty, Paul</b>									
022024	1	Deposit for Airshow performance on 6/2	Invoice	02/20/2024	02/29/2024	540.00		540.00	09-440-455
<b>10038 Blue Ridge Risk Partners, LLC</b>									
AAPN189806	1	Invoice for Acct NEWGARD-03 Policy A	Invoice	02/08/2024	06/01/2024	1,767.00		1,767.00	09-440-455
<b>2706 1st Choice Lock &amp; Safe</b>									
7102	1	Inv 7102 - labor/supplies for HES elec s	Invoice	02/02/2024	02/29/2024	527.30		527.30	09-441-373
<b>2325 Dunn, Courtland</b>									
030124	1	Flight School Transfer Installment - Mar	Invoice	02/29/2024	02/29/2024	2,700.00		2,700.00	09-441-450
<b>9916 Hontanon, Ramon</b>									
022024	1	Inv 2/20/24 - contracted labor for flight I	Invoice	02/20/2024	02/29/2024	84.00		84.00	09-441-450
<b>9918 Blue Heron Equity LLC</b>									
N61GG-0124	1	N61GG Revenue Flights - January 202	Invoice	01/31/2024	02/29/2024	249.60		249.60	09-441-450
<b>9965 Glaccum, Tyler</b>									
0003	1	Inv 003 - contracted labor for scholarshi	Invoice	02/19/2024	02/29/2024	1,050.00		1,050.00	09-441-450
<b>10011 L &amp; C Aviation, LLC</b>									
N150LJ-0124	1	N150LJ Revenue Flight for January 202	Invoice	01/31/2024	02/29/2024	3,046.40		3,046.40	09-441-450
<b>10035 Ian Moak</b>									
021424	1	Inv date 2/5/24 - contracted labor for Int	Invoice	02/14/2024	02/29/2024	30.00		30.00	09-441-450
021424	2	Inv 2/14/24 - contracted labor for intro fli	Invoice	02/14/2024	02/29/2024	30.00		30.00	09-441-450
<b>2001 Delaware Valley Health Trust</b>									
26533	3	Medical/Rx & Dental - Airport Maint	Invoice	02/01/2024	02/29/2024	5,189.31		5,189.31	09-447-156
<b>8165 The Hartford</b>									
6694659050	9	LIFE; AD&D; STD; LTD - Airport Maint	Invoice	02/01/2024	02/29/2024	231.93		231.93	09-447-158
<b>10023 Edwards, Mark</b>									
00001	1	Inv 00001 - Dewalt DWM120 Portable b	Invoice	01/18/2024	02/18/2024	275.00		275.00	09-447-213
<b>95 Aero Performance</b>									
3099999	1	Inv 3099999 (N28117) R-ST-483 Lyc Te	Invoice	01/24/2024	02/24/2024	3,166.72		3,166.72	09-447-251
3099999	2	Credit Memo 9037686 to Inv 3099999	Invoice	01/24/2024	02/24/2024	3,026.40-		3,026.40-	09-447-251
<b>9851 Flightline Drug Testing</b>									
24002256	1	Inv 24002256 - Admin Fees drug testin	Invoice	01/31/2024	02/29/2024	35.70		35.70	09-447-252
<b>1998 Delaware Valley Workers Comp. Trust</b>									
WCPREM24-	2	WC Quarterly - Airport Maintenance	Invoice	01/02/2024	03/01/2024	2,548.13		2,548.13	09-447-354
<b>9616 Coburn, Christopher M.</b>									
1114	1	Inv 1114 - contracted labor on Fairchild	Invoice	01/12/2024	02/12/2024	555.00		555.00	09-447-450
1115	1	Inv 1115 - contracted labor on Fairchild	Invoice	01/19/2024	02/19/2024	345.00		345.00	09-447-450
1116	1	Inv 1116 contract labor on Fairchild NC	Invoice	01/26/2024	02/26/2024	585.00		585.00	09-447-450
1117	1	Inv 1117 - contracted labor on Stinson	Invoice	02/02/2024	02/29/2024	390.00		390.00	09-447-450
1118	1	Inv 1118 - contracted labor on N931DB	Invoice	02/09/2024	02/29/2024	600.00		600.00	09-447-450
1119	1	Inv 1119 contracted labor in Stinson N9	Invoice	02/16/2024	02/29/2024	450.00		450.00	09-447-450

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>9628 Safety-Kleen Systems, Inc.</b>									
93384909	1	Inv 93384909 - Parts Washer monthly	Invoice	01/05/2024	02/05/2024	192.79		192.79	09-447-450
<b>9824 Roberts, Bruce</b>									
24-01	1	Inv 24-01 contracted labor on N65021	Invoice	01/26/2024	02/26/2024	173.00		173.00	09-447-450
24-02	1	Inv 24-02 contracted labor on N65021 a	Invoice	02/02/2024	02/29/2024	560.00		560.00	09-447-450
24-03	1	Inv 24-03 contracted labor Ron N9662	Invoice	02/09/2024	02/29/2024	852.00		852.00	09-447-450
<b>9851 Flightline Drug Testing</b>									
24001562	1	Inv 24001562 Admin fees for 6 Active D	Invoice	01/04/2024	02/04/2024	35.70		35.70	09-447-450
<b>3450 Horst Insurance</b>									
8819	1	Inv 8819 - Renewal of Airport Liability In	Invoice	01/08/2024	02/08/2024	24,414.00		24,414.00	09-486-352
Total 09:						71,510.53	.00	71,510.53	
<b>30</b>									
<b>7010 PC Solutions, Inc.</b>									
CW118565	1	Viewsonic 24" Monitor	Invoice	01/30/2024	02/15/2024	230.00		230.00	30-406-701
<b>9988 Levan Machine &amp; Truck Equipment</b>									
187726	1	Change order for 2023 F-350 utility bod	Invoice	11/17/2023	12/17/2023	846.95		846.95	30-430-700
<b>9671 Cedarville Engineering Group, LLC</b>									
16247	1	Inv 15834: SAITH Park Improvements	Invoice	12/31/2023	01/31/2024	4,492.00		4,492.00	30-452-700
Total 30:						5,568.95	.00	5,568.95	
<b>31</b>									
<b>9195 CHESTER COUNTY TREASURER</b>									
M6023A0000	1	Loch Nairn #6001_00010400 1.1 acre l	Invoice	02/01/2023	03/01/2023	50.23		50.23	31-461-431
M6023A0000	2	Loch Nairn #6001_00010400 1.1 acre l	Adjustmen	02/01/2023	03/01/2023	50.23-		50.23-	31-461-431
M6023A0000		Chk No: 1452 (1)	Calculated	05/31/2023				50.23-	31-200200
<b>235 American Arborist Supplies</b>									
21927	1	Battery powered Chainsaws, leaf blowe	Invoice	02/16/2024	03/16/2024	2,983.94		2,983.94	31-461-451
<b>2001 Delaware Valley Health Trust</b>									
26533	1	Medical/Rx & Dental	Invoice	02/01/2024	02/29/2024	609.33		609.33	31-461-451
<b>3588 Indian Valley Appraisal Company</b>									
2024-154	1	Meeting & site visit at Loch Nairn	Invoice	02/07/2024	02/29/2024	875.00		875.00	31-461-451
<b>7015 Rickerman, Dave</b>									
15761	1	Tree work at LBJ trail	Invoice	01/12/2024	02/12/2024	904.75		904.75	31-461-451
<b>8165 The Hartford</b>									
6694659050	1	LIFE; AD&D; STD; LTD	Invoice	02/01/2024	02/29/2024	52.06		52.06	31-461-451
<b>9312 Deerfield Mowing &amp; Propery Mnt</b>									
1958	1	NGH Phase I Nature Trail fence post in	Invoice	09/21/2023	10/06/2023	4,900.00		4,900.00	31-461-451
2024	1	Mowing - Smedley Preserve	Invoice	11/25/2023	12/25/2023	425.00		425.00	31-461-451
2028	1	Maintenance of NGH open space trails	Invoice	12/05/2023	12/31/2023	750.00		750.00	31-461-451
2028	2	Maintenance of NGH open space trails	Invoice	12/05/2023	12/31/2023	1,000.00		1,000.00	31-461-451
<b>9599 Amazon Capital Services</b>									
1D69-TGXR-	1	hearing protection for tree work	Invoice	02/01/2024	02/29/2024	76.22		76.22	31-461-451
Total 31:						12,576.30	.00	12,526.07	
<b>33</b>									
<b>4610 Lenni Electric Corp.</b>									
01292024	1	Pay APP # 3 - Terminal building additio	Invoice	01/29/2024	02/29/2024	23,258.73		23,258.73	33-440-706
<b>9967 F.W. Houser, Inc.</b>									
60703	1	Pay App #3 Plumbing Inv 60703 Termi	Invoice	01/31/2024	02/29/2024	10,800.00		10,800.00	33-440-706
Total 33:						34,058.73	.00	34,058.73	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total :						320,170.25	.00	320,120.02	
Grand Totals:						320,170.25	.00	320,120.02	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
01-401-158	97.02	.00	97.02
01-401-353	1,985.00	.00	1,985.00
01-402-156	3,970.64	.00	3,970.64
01-402-158	222.73	.00	222.73
01-402-311	5,000.00	.00	5,000.00
01-402-420	75.00	.00	75.00
01-402-460	1,250.64	.00	1,250.64
01-403-451	14.89	.00	14.89
01-404-314	6,713.25	.00	6,713.25
01-406-156	2,740.33	.00	2,740.33
01-406-158	114.55	.00	114.55
01-406-210	41.00	.00	41.00
01-406-341	128.06	.00	128.06
01-406-342	214.95	.00	214.95
01-406-383	387.81	.00	387.81
01-406-450	749.97	.00	749.97
01-407-321	537.49	.00	537.49
01-407-324	276.90	.00	276.90
01-407-325	996.32	.00	996.32
01-407-452	1,554.25	.00	1,554.25
01-408-312	6,591.50	.00	6,591.50
01-408-313	8,565.50	.00	8,565.50
01-409-240	504.31	.00	504.31
01-409-366	945.82	.00	945.82
01-409-374	801.00	.00	801.00
01-409-431	1,803.72	.00	1,803.72
01-409-450	180.00	.00	180.00
01-409-452	3,460.00	.00	3,460.00
01-413-156	2,594.65	.00	2,594.65
01-413-158	147.13	.00	147.13
01-413-450	65.00	.00	65.00
01-413-451	14,324.00	.00	14,324.00
01-414-314	951.90	.00	951.90
01-414-450	1,829.34	.00	1,829.34
01-414-460	50.00	.00	50.00
01-426-450	444.37	.00	444.37
01-427-450	90.00	.00	90.00
01-430-156	9,159.94	.00	9,159.94
01-430-158	400.95	.00	400.95
01-430-235	6,024.92	.00	6,024.92
01-430-238	2,004.77	.00	2,004.77
01-430-250	2,894.14	.00	2,894.14
01-430-261	826.28	.00	826.28
01-430-326	480.00	.00	480.00
01-430-360	328.31	.00	328.31
01-430-373	145.44	.00	145.44

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
01-430-374	3,135.93	.00	3,135.93
01-432-245	40,456.56	.00	40,456.56
01-433-245	1,018.00	.00	1,018.00
01-436-245	272.48	.00	272.48
01-436-450	69.20	.00	69.20
01-438-245	3,045.75	.00	3,045.75
01-440-431	2,818.96	.00	2,818.96
01-446-451	950.00	.00	950.00
01-446-471	2,500.00	.00	2,500.00
01-454-156	609.33	.00	609.33
01-454-158	52.08	.00	52.08
01-454-374	14.44	.00	14.44
01-454-375	909.19	.00	909.19
01-454-431	1,994.25	.00	1,994.25
01-459-450	1,350.00	.00	1,350.00
01-486-352	30,830.50	.00	30,830.50
01-486-354	5,977.08	.00	5,977.08
03-448-383	7,768.20	.00	7,768.20
09-440-156	1,985.32	.00	1,985.32
09-440-158	189.12	.00	189.12
09-440-354	1,275.29	.00	1,275.29
09-440-360	5,969.72	.00	5,969.72
09-440-370	678.00	.00	678.00
09-440-420	215.00	.00	215.00
09-440-450	6,938.40	.00	6,938.40
09-440-452	6,662.50	.00	6,662.50
09-440-455	2,307.00	.00	2,307.00
09-441-373	527.30	.00	527.30
09-441-450	7,190.00	.00	7,190.00
09-447-156	5,189.31	.00	5,189.31
09-447-158	231.93	.00	231.93
09-447-213	275.00	.00	275.00
09-447-251	3,166.72	3,026.40-	140.32
09-447-252	35.70	.00	35.70
09-447-354	2,548.13	.00	2,548.13
09-447-450	4,738.49	.00	4,738.49
09-486-352	24,414.00	.00	24,414.00
30-406-701	230.00	.00	230.00
30-430-700	846.95	.00	846.95
30-452-700	4,492.00	.00	4,492.00
31-200200	.00	50.23-	50.23-
31-461-431	50.23	50.23-	.00
31-461-451	12,576.30	.00	12,576.30
33-440-706	34,058.73	.00	34,058.73
Grand Totals:	<u>323,246.88</u>	<u>3,126.86-</u>	<u>320,120.02</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
02/23	50.23	.00	50.23
05/23	.00	50.23-	50.23-
09/23	4,900.00	.00	4,900.00
11/23	4,731.95	.00	4,731.95
12/23	18,621.48	50.23-	18,571.25
01/24	196,899.60	3,026.40-	193,873.20
02/24	98,043.62	.00	98,043.62
Grand Totals:	<u>323,246.88</u>	<u>3,126.86-</u>	<u>320,120.02</u>

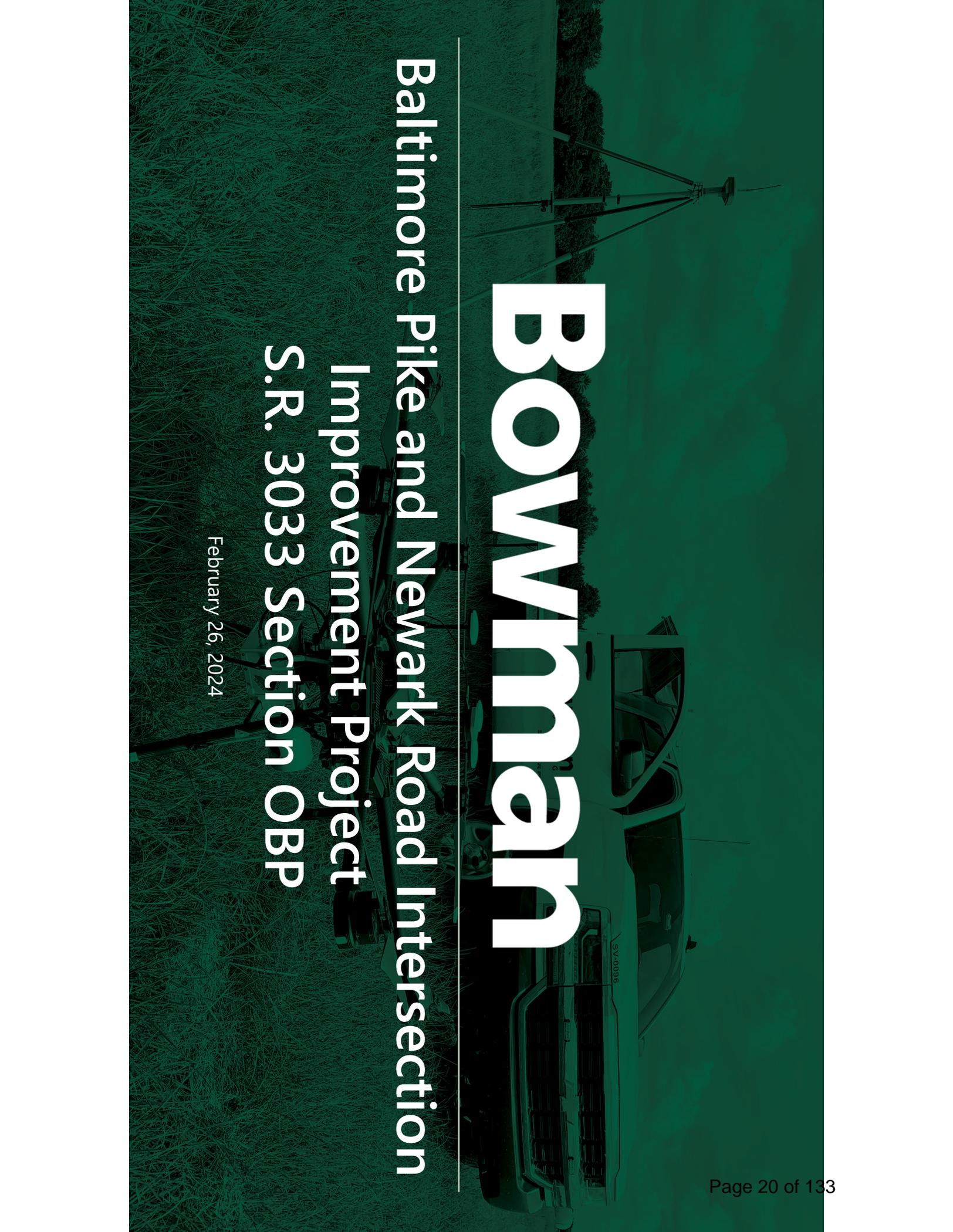
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Report Criteria:

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

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

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# Bowman

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## Baltimore Pike and Newark Road Intersection Improvement Project S.R. 3033 Section OBP

February 26, 2024

## Project Overview

1. Preliminary Engineering Completed (funded by the Township)
2. Project Improvements
  - a. Intersection Re-alignment
  - b. Added Capacity (turning lanes)
  - c. Traffic Signal Modernization
  - d. Pedestrian Accommodations
  - e. Stormwater Management
  - f. Street Lighting
3. Review of Project Exhibit

## Project Schedule

1. Final Design commenced in November 2023 (funded by PennDOT)
2. PennDOT funding utility relocations, right-of-way acquisition and construction
3. Bowman under contract with PennDOT for Final Design
4. Stormwater evaluation, environmental studies (NEPA) and PADEP and Conservation District coordination in 2024
5. Utility Exploration and coordination in 2024
6. Geotechnical testing and other field work

## Project Schedule

7. Development of Right-of-Way Plan and acquisition process in 2025 (31 properties)
8. Completion of final design, plans and specifications in 2025 to 2026
9. Approval of environmental permitting in 2026
10. Utility relocation clearance in 2026
11. Advertisement of project for construction in PennDOT's ECMS in 2027
12. Construction duration – 2 Years



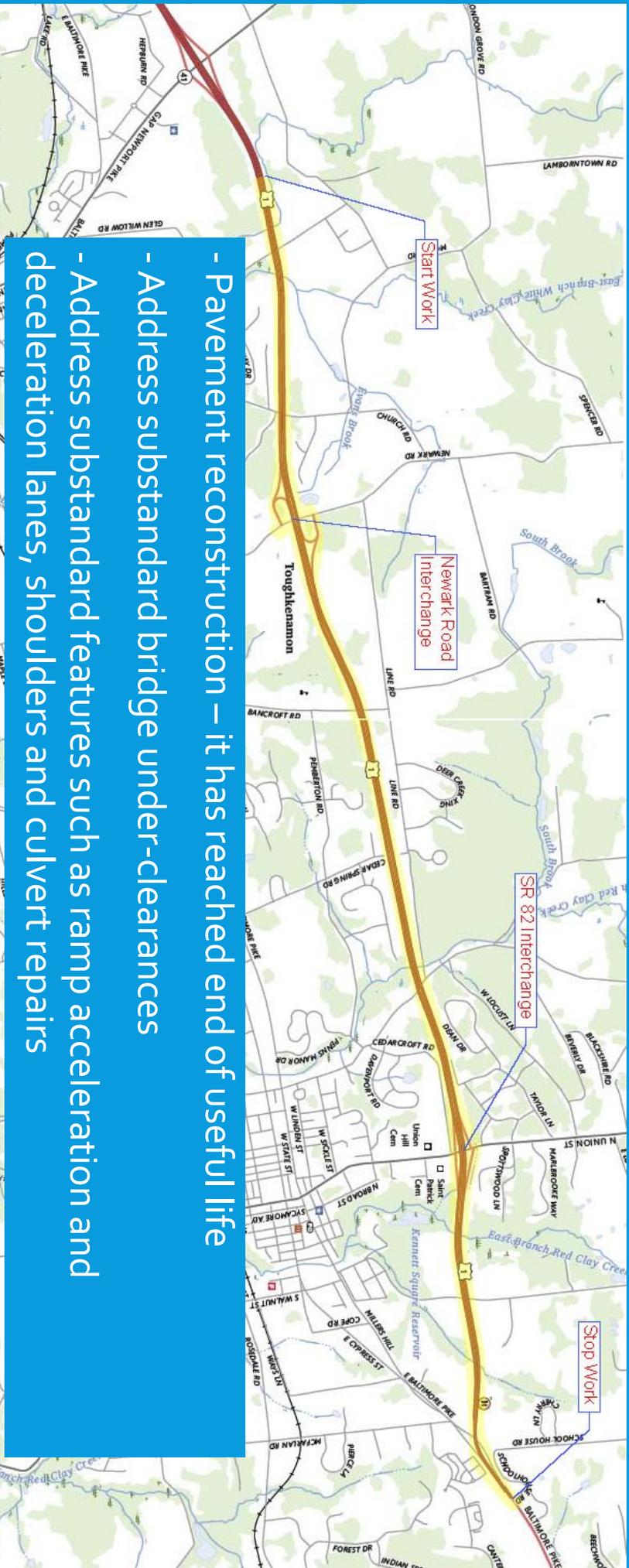
# US ROUTE 1 RECONSTRUCTION PA ROUTE 41 TO SCHOOLHOUSE ROAD

SR 3033 (Newark Rd) Interchange  
New Garden Township

# PROJECT LOCATION AND OVERVIEW



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION



- Pavement reconstruction – it has reached end of useful life
- Address substandard bridge under-clearances
- Address substandard features such as ramp acceleration and deceleration lanes, shoulders and culvert repairs

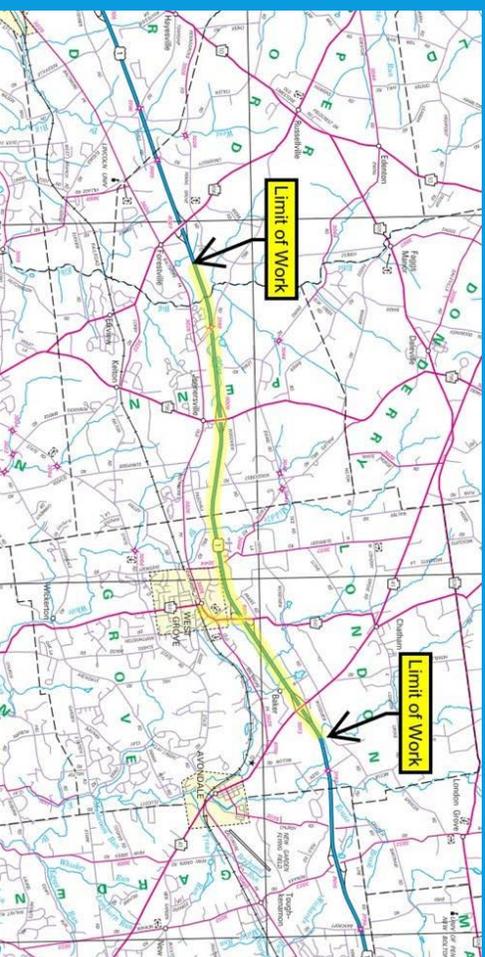
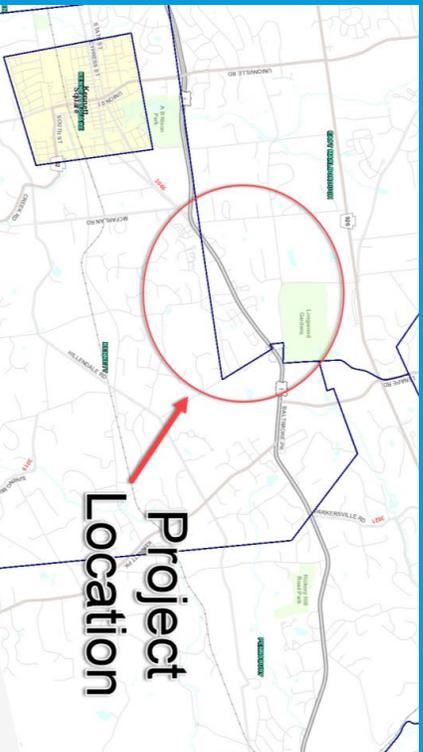
# ADJACENT PROJECTS IN DESIGN

## SR 1 Reconstruction Project:

- Sec 100 just N of Locust St Bridge to just N of SR 896
- Sec 200 meets SR 896 to just north of SR 41

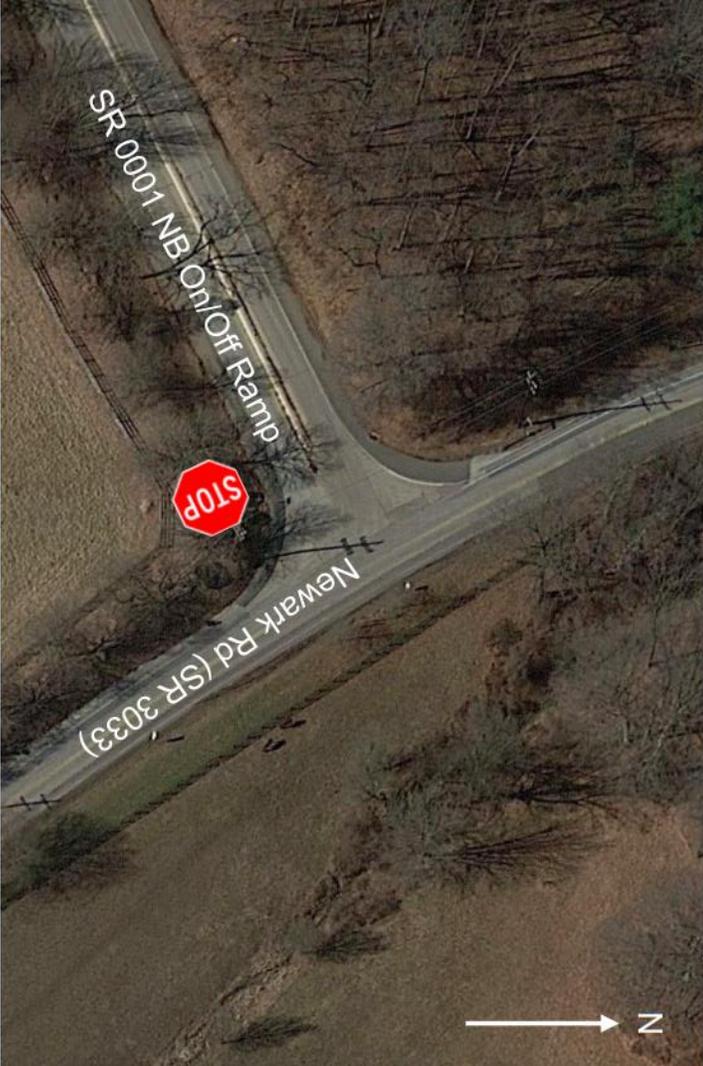
## SR 1 Widening Project:

- 3 through lanes each direction from Kennett/Oxford Bypass to SR 1 at Greenwood Road



# EXISTING CONDITIONS

SR 3033 (Newark Road) with SR 0001 Northbound On/Off Ramp



SR 3033 (Newark Road) with SR 0001 Southbound On/Off Ramp



# EXISTING CONDITIONS



Crash Analysis 2017-2021  
10 total crashes (3 with injuries)

40% angle  
30% hit fixed object  
20% head on  
10% rear end

Location	Total Crashes	Hit Fixed Object	Head On	Angle	Pedestrian	Rear End	Sideswipe	Unknown / Deer	Non - collision
SR 1 SB Off-Ramp at SR 3033 (Newark Rd)	0	0	0	0	0	0	0	0	0
SR 1 SB On-Ramp at SR 3033 (Newark Rd)	1	1	0	0	0	0	0	0	0
SR 3033 (Newark Rd) Southbound Ramp Intersection	8	2	2	3	0	1	0	0	0
SR 1 NB Off-Ramp at SR 3033 (Newark Rd)	0	0	0	0	0	0	0	0	0
SR 1 NB On-Ramp at SR 3033 (Newark Rd)	0	0	0	0	0	0	0	0	0
SR 3033 (Newark Rd) Northbound Ramp Intersection	1	0	0	1	0	0	0	0	0
<b>Total</b>	<b>10</b>	<b>3</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Percentage</b>		<b>30%</b>	<b>20%</b>	<b>40%</b>	<b>0%</b>	<b>10%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>

# FUTURE CONDITIONS

Included neighboring developments considered when developing future conditions

- Modern Mushroom Business Park development potentially completed by 2030, future site traffic overlaid on 2030 and 2050 volumes

# TRAFFIC ANALYSIS



Included a No-Build scenario in the Opening Year 2030 and Design Year 2050

Additionally, evaluated:

- Signal Warrant – 4-hr warrant met at northbound ramp intersection in 2050
- Turn Lane Warrant
  - left turn lanes from SR 3033 onto US 1 at both intersections under stop-control and signal control conditions
  - right turn lanes from SR 3033 onto US 1 at southbound ramp intersection under stop-control and signal control conditions

Alternatives Analysis included:

- Alternative 1: Signal Control with Auxiliary Lanes
- Alternative 2: Single-Lane Roundabout Control

Existing and No Build Delay and Level of Service Summary (AM)

AM Peak		2022 Existing						2030 No Build						2050 No Build														
ID	Intersection	Lane Group	Delay	LOS	Appr	Delay	LOS	Delay	LOS	Appr	Delay	LOS	Delay	LOS	Appr	Delay	LOS	Delay	LOS									
51	SR 3033 at SR 01 SB Ramps	WB/LR	13.1	B	WB	13.1	B	3.1	A	WB	21.7	C	WB	21.7	C	5.5	A	WB	31.2	D	WB	31.2	D	7.5	A			
		NB/TR	0.0	A	NB	0.0	A			NB	0.0	A	NB	0.0	A			NB	0.0	A	NB	0.0	A			NB	0.0	A
		SB/TL	3.0	A	SB	3.0	A			SB	2.2	A	SB	2.2	A			SB	2.2	A	SB	2.4	A			SB	2.4	A
52	SR 3033 at SR 01 NB Ramps	EB/LR	22.2	C	EB	22.2	C	10.3	B	EB	142.3	F	EB	142.3	F	56.1	F	EB	317.5	F	EB	317.5	F	124.0	F			
		NB/TL	3.7	A	NB	3.7	A			NB	3.9	A	NB	3.9	A			NB	4.1	A	NB	4.1	A					
		SB/TR	0.0	A	SB	0.0	A			SB	0.0	A	SB	0.0	A			SB	0.0	A	SB	0.0	A					

Existing and No Build Delay and Level of Service Summary (PM)

PM Peak		2022 Existing						2030 No Build						2050 No Build											
ID	Intersection	Lane Group	Delay	LOS	Appr	Delay	LOS	Delay	LOS	Appr	Delay	LOS	Delay	LOS	Appr	Delay	LOS	Delay	LOS						
51	SR 3033 at SR 01 SB Ramps	WB/LR	19.1	C	WB	19.1	C	5.3	A	WB	41.4	E	WB	41.4	E	8.4	A	WB	112.1	F	WB	112.1	F	21.4	C
		NB/TR	0.0	A	NB	0.0	A			NB	0.0	A	NB	0.0	A			NB	0.0	A	NB	0.0	A		
		SB/TL	4.0	A	SB	4.0	A			SB	4.5	A	SB	4.5	A			SB	4.9	A	SB	4.9	A		
52	SR 3033 at SR 01 NB Ramps	EB/LR	15.3	C	EB	15.3	C	4.7	A	EB	44.0	E	EB	44.0	E	10.0	A	EB	123.9	F	EB	123.9	F	26.3	D
		NB/TL	2.1	A	NB	2.1	A			NB	2.5	A	NB	2.5	A			NB	2.6	A	NB	2.6	A		
		SB/TR	0.0	A	SB	0.0	A			SB	0.0	A	SB	0.0	A			SB	0.0	A	SB	0.0	A		

Alternative 1 Signalized Delay and Level of Service Summary (AM)

AM Peak			2030 Signal						2050 Signal					
ID	Intersection	Lane Group	Delay	LOS	Appr	Delay	LOS	Delay	LOS	Appr	Delay	LOS	Delay	LOS
51	SR 3033 at SR 01 SB Ramps	WB/LR	24.5	C	WB	25.5	C	11.6	B	WB	25.8	C	12.6	B
		NBT	10.8	B	NB	10.3	B				12.3	B		
		NBR	8.5	A			A				9.1	A		
		SBL	6.4	A	SB	5.2	A				7.0	A		
		SBT	4.9	A			A				5.3	A		
52	SR 3033 at SR 01 NB Ramps	EB/LR	40.4	D	EB	40.4	D	28.9	C	EB	48.0	D	35.7	D
		NBL	16.1	B	NB	13.3	B				20.9	C		
		NBT	11.4	B			B				13.5	B		
		NBT	11.4	B	SB	29.1	C				13.5	B		
		SB/TR	29.1	C			C				38.6	D		

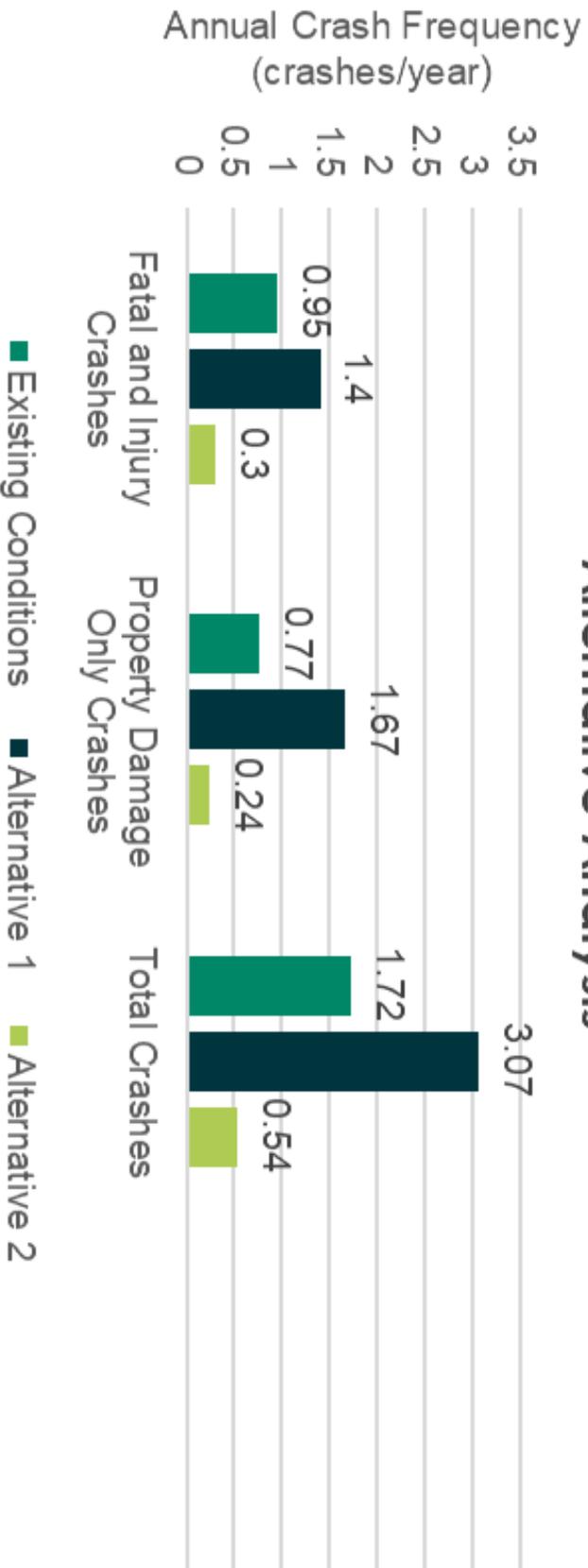
Alternative 1 Signalized Delay and Level of Service Summary (PM)

PM Peak			2030 Signal						2050 Signal					
ID	Intersection	Lane Group	Delay	LOS	Appr	Delay	LOS	Delay	LOS	Appr	Delay	LOS	Delay	LOS
51	SR 3033 at SR 01 SB Ramps	WB/LR	32.5	C	WB	32.5	C	12.6	B	WB	32.6	C	13.3	B
		NBT	10.1	B	NB	10.1	B				10.8	B		
		NBR	10.1	B			B				10.7	B		
		SBL	6.2	A	SB	4.9	A				7.2	A		
		SBT	4.1	A			A				4.9	A		
52	SR 3033 at SR 01 NB Ramps	EB/LR	32.3	C	EB	32.3	C	14.1	B	EB	35.5	D	16.5	B
		NBL	7.9	A	NB	7.4	A				9.4	A		
		NBT	7.2	A			A				8.6	A		
		NBT	7.2	A	SB	14.3	B				8.6	A		
		SB/TR	14.3	B			B				17.3	B		



# SAFETY ANALYSIS

## Summary of Predicted Crash Performance - Alternative Analysis



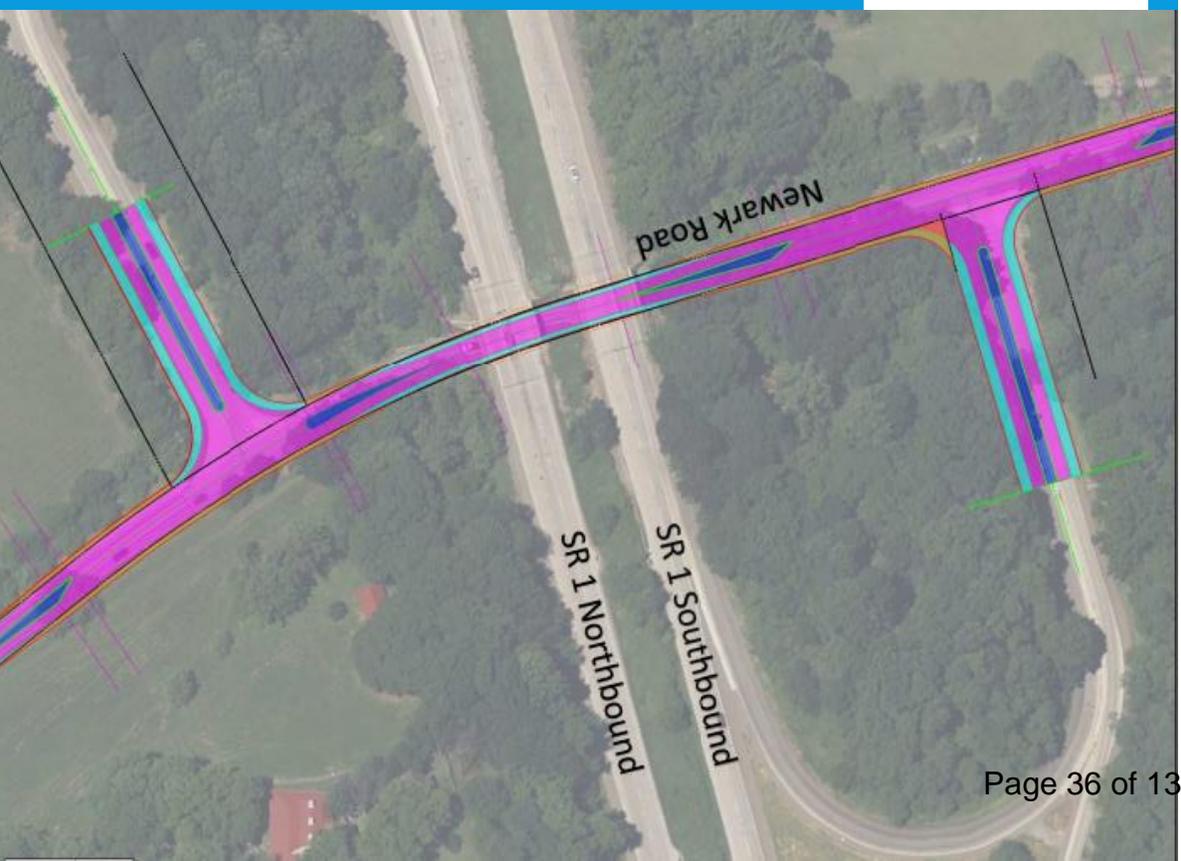
# SIGNAL ALTERNATIVE

## PROS

- No bridge replacement required
- Minimal environmental impacts

## CONS

- Increase in fatal, injury & total crashes
- Higher per-year maintenance costs
- ROW impacts, but < 0.25 acre
- Higher delays than roundabout alternative (at most intersection LOS D)



# ROUNDABOUT ALTERNATIVE

## PROS

- No bridge replacement required
- Decrease in all crashes
- Provides traffic calming
- Lower delays than signal (at most intersection LOS B)

## CONS

- Moderate environmental impacts
- ROW impacts, but < 1 acre



# RECOMMENDATION

Roundabouts recommended due to:

- Predicted crash reductions (particularly angle crashes)
- Lowest delay anticipated as compared to no-build or signalization



# OPEN DISCUSSION



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

**REQUESTING DEPARTMENT:** Township Manager

**MEETING DATE:** February 26<sup>th</sup>, 2024

**SUBJECT/TOPIC:** Local Sewer Advisory Committee

**BACKGROUND:** As a result of the final Asset Purchase Agreement between New Garden Township and Aqua, it was agreed upon to establish a Local Sewer Advisory Committee, consisting of 3 to 5 members, to include:

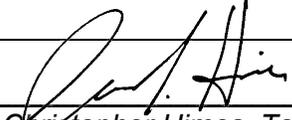
- One (1) Aqua Employee or Official
- Maximum of four (4) Township members, appointed by the Board of Supervisors

The Committee intends to facilitate local input and recommendations to Aqua regarding priorities, projects, rate increases, and all other public awareness matters. However, the Committee has no authority to direct Aqua.

The Committee will meet at least twice (2x) annually unless otherwise scheduled at either the New Garden Town Hall location, or another place as the Committee so chooses in accordance with its bylaws.

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

**STAFF RECOMMENDATION:** That the Board of Supervisors advertise and form the Local Sewer Advisory Committee.

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

**ATTACHMENTS:**

- 1) Local Sewer Advisory Committee Formation – Asset Purchase Agreement Section 8; Article v.

## SECTION 8

Service Lateral (as defined in Buyer's Tariff) from the main to the actual or hypothetical curb line in accordance with its Tariff and bona fide applicant agreement.

s. Buyer acknowledges that New Garden Township has jurisdiction over sewage facilities planning and sewer service through its Act 537 planning program, zoning, subdivision and land development ordinances and comprehensive land use planning policies. Buyer will not request, pursue or implement expansions of the System within New Garden Township beyond the Service Area without the prior written approval of the Township and the DEP. These provisions shall survive closing.

t. Buyer agrees to work with the Township to ensure that under Act 537 planning provisions, the wastewater collection, conveyance, treatment and disposal needs of the Township are met in an environmentally-responsible way under such provisions. Notwithstanding the foregoing, Buyer shall not be required to incur any costs or make any financial expenditure, investment or improvements prior to the satisfaction of Buyer's revenue requirements needed to justify its investment in any improvements related to the Act 537 planning contemplated in this paragraph.

u. Buyer shall work with Seller through Buyer's Public Private Partnership ("P3") program in order to facilitate Township development projects that meet Buyer's P3 criteria, as determined by Buyer in Buyer's sole discretion.

v. Buyer shall accommodate the formation of a 3-5 person Local Sewer Advisory Committee, which Committee shall be comprised of one employee or officer of Buyer and the remaining members appointed by the Township. Said Committee is intended to meet to facilitate local input and make recommendations to Buyer with respect to needs, priorities, rate increases, projects, public awareness and other matters, provided however, such Committee shall not have the power to take action or control Buyer or the operation of the System. The Local Sewer Advisory Committee shall meet at least two times per year unless the meeting schedule is changed by the Local Sewer Advisory Committee in accordance with its bylaws. The meetings shall be held at the New Garden Township Building or such other places as the Local Sewer Advisory Committee shall decide.

w. The Township may construct and maintain trails on existing sewer easements and real properties conveyed to Buyer pursuant to this Agreement for trails as part of the Township's planned trail network. Notwithstanding the foregoing, Buyer shall have the power to approve or reject all such proposed trails if Buyer, in Buyer's sole discretion, deems the type of trail, location, or any other aspect of such trail to be incompatible with the System, as it may exist now or in the future, and operation thereof. If Buyer approves such proposed trail or trails, the easement for same shall include, *inter alia*, provisions whereby Seller agrees to indemnify, defend and hold harmless Buyer and Buyer's affiliates, officers, agents, and employees from and against all claims, damages and losses arising from or related to such trails. Seller agrees to pay all of Buyer's costs and expenses incurred as a result of Seller's request to construct such trails.

x. The Township shall provide copies of all sewage permits and certifications of use and occupancy for new construction to Buyer upon issuance thereof by the Township.

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

**REQUESTING DEPARTMENT:** Township Manager

**MEETING DATE:** February 26<sup>th</sup>, 2024

**SUBJECT/TOPIC:** Adoption of Act 209 – Transportation Impact Fee

**BACKGROUND:** As part of the 2018 Comprehensive Plan, it was recommended for the Township to develop an Act 209 Transportation Impact Fee Ordinance to assess fees on new development based on the impact of the traffic generated by the new development, and utilize funds collected to improve the capacity of key roadways and intersections. Act 209 authorizes municipalities to enact, amend, and repeal impact fee ordinances and to charge impact fees on new developments for off-site public transportation capital improvements.

A benefit of Act 209 also includes establishing a Transportation Capital Plan (TCP) which identifies sections within the defined study area in need of transportation improvements and allocates costs for each project, based on Existing, Future Pass-Through, and Future Development conditions.

Overall, Act 209 is a roughly 18-month process and includes several public engagements and hearings before the Township can formally adopt a Transportation Impact Fee Ordinance, which enables the Township to secure revenue based on future development impacts to allocate toward projects identified in the TCP.

<b>FINANCIAL IMPACT:</b> <b>Total:</b>  FY24 - \$87,000.00	Budgeted:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Amount Budgeted:	\$87,000.00
	Amount Spent:	\$0.00
	Amount Requested:	\$87,000.00
	Budget Line Item:	Other Gen Govt Administration 30-406-700 Capital Purchases

**STAFF RECOMMENDATION:** That the Board of Supervisors:

1. Authorizes the Township Manager to approve and sign the proposal by McMahon in support of Act 209 traffic engineering services at a cost not to exceed \$87,000.
2. Motions to approve Resolution #24-0003

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

**ATTACHMENTS:**

- 1) *Proposal for Traffic Engineering Services – McMahon, a Bowman Company*
- 2) *Resolution 2024-003*
- 3) *Act 209 Brief*



July 11, 2023

Mr. Christopher Himes  
Township Manager  
New Garden Township  
299 Starr Road  
Landenberg, PA 19350

RE: Proposal for Traffic Engineering Services  
Act 209 Traffic Impact Fee Study  
New Garden Township, Chester County, Pennsylvania

Dear Mr. Himes:

McMahon, a Bowman Company, (McMahon) is pleased to submit this proposal to prepare the Township's *Act 209 Transportation Impact Fee Study - Roadway Sufficiency Analysis (RSA) and Transportation Capital Improvement Program (TCIP)* in accordance with the Municipalities Planning Code (MPC). Mahon will lead this project from our Exton Office and will be responsible for overall project management and completion of the *Act 209 Transportation Impact Fee Study*.

The McMahon project staff that will complete this study has extensive experience completing Act 209 RSA and TCIP studies, as well as updated studies, for many Chester County municipalities over the past 20 years. This experience will allow McMahon to provide detailed guidance to the Township's Transportation Advisory Committee throughout the project, since this will be a new process for New Garden Township. With the recent addition of key hires, McMahon now offers the capabilities to complete the Township's *Land Use Assumptions Report (LUAR)*, which is also a required first step in the adoption of the Traffic Impact Fee Study. However, we recognize that the Township may wish to engage its planner, Thomas Comitta Associates, based on their experience in land planning issues and recent comprehensive plan work for the Township or another professional land planner.

### **Scope of Services**

The following is an estimated scope of services to complete the necessary components of the Act 209 Transportation Impact Fee Study, including the LUAR, RSA, TCIP, as well as assistance with drafting a Traffic Impact Fee ordinance. The scope and fee rely on several assumptions that include:

- The Township will coordinate the process to establish the Transportation Advisory Committee (TAC), which will steer the process on behalf of the Township. This committee must be comprised of between seven and 15 members, of which 40 percent must be made up of real estate professionals/developers/building industry professionals that live or conduct business in the Township, and the remainder of the committee should be comprised of Township residents.

835 Springdale Drive, Suite 200, Exton, PA 19341  
P: 610.594.9995

[mcmahonassociates.com](http://mcmahonassociates.com) | [bowman.com](http://bowman.com)

- The scope of the study outlined below includes 24 study intersections. The list of intersections included below is based on our review of the traffic improvements listed in the Township's Comprehensive Plan, Official Map, and Chester County's Transportation Improvement Inventory, as well as our knowledge of the Township. These intersections can be refined based on consultation with Township staff and the Transportation Advisory Committee as the project moves forward.
- The maximum size of a Transportation Service Area is 7.0 square miles, and as such, the 16.3 square mile Township must be divided. Upon review of the Township's restricted conservation areas and developed areas that are unlikely to redevelop, we preliminarily recommend consideration of one Transportation Service Area (see attached). Utilizing one Transportation Service Area will result in a reduced work effort and fee savings. Again, this assumption can be revised based on input from the Transportation Advisory Committee, and if necessary, a revised fee can be provided for additional service areas.
- The Township will provide the necessary information relative to recent and pending land development applications, as well as projects under construction.
- The consultant team will collaborate and meet with the appointed TAC during the process as outlined below. The number of meetings assumed in the scope are based on past experience. If additional meetings are required, they will be conducted with Township approval and invoiced as additional services.
- The Township will provide the necessary meeting space, accommodations, and public notices and advertisements as outlined in the MPC.
- A separate Transportation Impact Fee must be calculated for each Transportation Service Area (if more than one) based on the development traffic generated within that designated area.

### **Task 1 – Land Use Assumptions Report (LUAR)**

McMahon, or a separate planning consultant, will complete the following tasks.

#### **Existing Conditions**

1. **Relevant Plans and Studies:** Review previous and current plans, as available, related to New Garden Township, including:
  - a. New Garden Township Comprehensive Plan
  - b. Chester County's Landscapes 3
  - c. New Garden Township Open Space and Recreation Plan
  - d. New Garden Township Act 537 Plan
  - e. DVRPC's Transportation Improvement Plan (TIP) and Chester County's Transportation Improvement Inventory (TII) and other transportation proposed improvement plans
  - f. New Garden Township approved subdivision and land development plans
2. **Base Map:** Develop a base map for the municipality illustrating existing land use (zoning) conditions using readily available data. The base map will incorporate available existing data from the current PennDOT projects, Chester County Planning Commission GIS, Pennsylvania Spatial Data Access

(PASDA), PADEP's eMapPA, US Fish & Wildlife's National Wetland Inventory, the SHPO's Cultural Resources Geographic Information System (CRGIS), as appropriate. This data will consist of parcel boundaries, streams, wetlands, parks, open space, roads, bridges, traffic signals, bus routes, sidewalks, existing and planned trails, and cultural resources.

3. Transportation Service Area: Prepare a map that defines the transportation service area. For the purposes of this effort, it is preliminarily recommended to establish one transportation service area, as previously described.
4. Existing Transportation Network: Summarize the existing transportation network and highlight roadway classifications.
5. Existing and Future Land Uses: Map and summarize existing land uses within the transportation service area and provide a summary of developed land areas. Active and approved subdivisions and land development projects will also be summarized.

#### Future Conditions

1. Population and Employment Growth: Analyze projected growth trends for the municipality's expected population and employment growth during the prior five-year period (or potentially a longer period due to the COVID pandemic response). Develop growth estimates for the LUAR horizon year analyses.
2. Ultimate Build-out: Provide ultimate build-out estimates for residential and non-residential zoning districts, for each land use type and classification, number of parcels, acreage, and dwelling units or floor size. The ultimate build-out estimates will account for recent/anticipated population growth, as well as active and approved subdivision land development projects.
3. Ten-Year Buildout: Estimate the development build-out for a 10-year planning horizon, which will be consistent with the traffic forecasts and transportation capital improvement plan to be developed in the subsequent studies of the Act 209 process. These build-out projections will assume specific parcels most likely to develop and will be identified with input from the TAC.

#### Report

1. Draft Report: A draft report will be completed for review by the TAC.
2. Final Report: The final report will be provided to all contiguous municipalities and the local school district for a public review period of 30 days. The LUAR report will also be available at the Township offices for public review.

## **Task 2 – Roadway Sufficiency Analysis (RSA)**

McMahon will be responsible for the following tasks.

### Data Collection

1. Conduct a field inventory to identify geometric characteristics (i.e., lane assignments, lane widths, etc.) and operational characteristics (i.e., traffic control devices, etc.) as needed to complete the study.
2. Conduct manual turning movement traffic counts during the weekday morning (7:00 AM to 9:00 AM) and weekday afternoon (4:00 PM to 6:00 PM) commuter peak periods at the following intersections:
  - i. Newark Road and U.S. Route 1 Northbound Ramps
  - ii. Newark Road and U.S. Route 1 Southbound Ramps
  - iii. Baltimore Pike and Newark Road
  - iv. Baltimore Pike and Penn Green Road
  - v. Baltimore Pike and Bancroft Road
  - vi. Baltimore Pike and Chambers Road
  - vii. Baltimore Pike (Eastbound) and Scarlett Road
  - viii. Baltimore Pike (Westbound) and Scarlett Road
  - ix. Newark Road and Hillendale Road
  - x. Newark Road and New Garden Road/Bucktoe Road
  - xi. Newark Road and Gap Newport Pike (Route 41)
  - xii. Gap Newport Pike (Route 41) and Penn Green Road
  - xiii. Gap Newport Pike (Route 41) and New Garden Road (West)
  - xiv. Gap Newport Pike (Route 41) and New Garden Road (East)
  - xv. Gap Newport Pike (Route 41) and Starr Road
  - xvi. Gap Newport Pike (Route 41) and Sunny Dell Road
  - xvii. Gap Newport Pike (Route 41) and Sheehan Road/Sharp Road
  - xviii. Limestone Road and Gap Newport Pike (Route 41) Eastbound Ramp
  - xix. Limestone Road and Gap Newport Pike (Route 41) Westbound Ramp
  - xx. Limestone Road and Ewart Road
  - xxi. Limestone Road and Southwood Road
  - xxii. Penn Green Road and Starr Road
  - xxiii. Newark Road and Starr Road
  - xxiv. Sunny Dell Road and Reynolds Road

### Existing Conditions Analysis

1. Complete existing traffic capacity/level-of-service analysis for the study intersections. The capacity/level-of-service analysis will be completed for the two peak hours using the most recent version of Synchro software and current Highway Capacity Manual (HCM) methodologies.

2. Recommend preferred levels-of-service criteria to the Transportation Advisory Committee (TAC).
3. Identify existing deficiencies at the study intersections that do not meet the preferred level-of-service criteria and recommend improvements necessary to meet the preferred levels of service. Waivers from the preferred levels of service may be appropriate at specific locations where geometric design limitations, topography, or unavailability of necessary right-of-way preclude implementation of improvements.
4. Prepare summary tables and figures of the existing conditions analysis results, including improvements needed to satisfy the preferred levels of service.

#### Future Pass-Through Conditions Analysis

The *LUAR* must be completed and approved by the TAC and the Board of Supervisors prior to commencement of the future pass-through conditions analysis.

1. Apply a background traffic growth rate to the existing traffic volumes for the selected planning horizon year. This background growth rate may be based on PennDOT data and/or review of historic traffic growth trends along roadways within the Township.
2. Identify known major and approved development in the Township and adjacent municipalities. Trips from these developments will be estimated according to the Institute of Transportation Engineers (ITE) publication, *Trip Generation, 11<sup>th</sup> Edition*.
3. The pass-through development trips will be distributed based on existing traffic patterns within the Township, and this traffic will be added to the background traffic growth volumes, and the existing peak hour traffic volumes to obtain the future pass-through traffic volumes within the TSA.
4. Document planned roadway improvements, if any, as proposed by PennDOT, the Township, and by approved land developments.
5. Complete future pass-through capacity/level-of-service analysis for the study intersections for the two peak hours with consideration of the planned road improvements, as well as those improvements determined necessary under existing conditions.
6. Identify future pass-through capacity deficiencies at the study intersections that do not meet the preferred levels of service and recommend improvements necessary to meet the preferred levels of service. Waivers from the preferred levels of service may be appropriate at specific locations where geometric design limitations, topography, or unavailability of necessary right-of-way preclude implementation of improvements.
7. Prepare summary tables and figures of the future pass-through conditions analysis results, including improvements needed to satisfy the preferred levels of service.

Future Development Conditions Analysis

1. Forecast future development traffic volumes utilizing the *LUAR* development projections and estimate the development trip generation based on the ITE publication, *Trip Generation, 11<sup>th</sup> Edition*.
2. Based on existing traffic patterns, distribute the development trips within the TSA, and add the development trips to the future pass-through traffic volumes to estimate the future development traffic volumes.
3. Complete future development capacity/level-of-service analysis for the study intersections for the two peak hours with consideration of the planned road improvements, as well as those improvements determined necessary under existing and future pass-through conditions.
4. Identify future development capacity deficiencies at the study intersections that do not meet the preferred levels of service and recommend improvements necessary to meet the preferred levels of service. Waivers from the preferred levels of service may be appropriate at specific locations where geometric design limitations, topography, or unavailability of necessary right-of-way preclude implementation of improvements.
5. Prepare summary tables and figures of the future development conditions analysis results, including improvements required to satisfy the preferred levels of service.

**Task 3. Transportation Capital Improvements Plan (TCIP)**

1. Summarize the transportation improvements identified as necessary to address deficiencies in the existing, future pass-through, and future development conditions. Each improvement will be summarized in tabular form, listing location (study intersection), description of improvement, opinions of cost, funding sources, and recommended implementation schedule/priority.
2. The improvement cost opinions will be planning level estimates, which to the extent possible, will include an estimate for the cost of engineering, right-of-way, utilities, construction, and contingencies.
3. From the *TCIP* summary table, the impact fee will be calculated by dividing the total development improvement costs by the total peak hour development trips for one designated peak hour, likely the weekday afternoon peak hour. As allowed by Act 209, the costs will include the development's pro-rata share of the cost of the RSA (ratio of development improvement costs to total *TCIP* costs).

**Task 4. Transportation Impact Fee Ordinance**

1. Coordinate with the Township staff and/or Township Solicitor to prepare the Transportation Impact Fee Ordinance.

**Meetings and Deliverables**

The following is a comprehensive listing of TAC meetings and public hearings that are included in the scope of services and necessary for the adoption of the *Act 209 Transportation Impact Study*.

- **TAC Meeting #1** – Kick-off meeting with the TAC. McMahon will review the Act 209 process and scope, TAC responsibilities, and anticipated schedule. McMahon or planning consultant will review the Transportation Service Area boundary and existing Land Use Map for the *LUAR* as well as preliminary build-out discussion.
- **TAC Meeting #2** – McMahon or planning consultant will review the draft build-out analysis for the *LUAR*.
- **TAC Meeting #3** – McMahon or planning consultant will review the draft *LUAR* and McMahon will review the existing traffic conditions analysis for the *RSA*. McMahon will review preliminary traffic forecasts.
- **LUAR Public Hearing** – McMahon or planning consultant and the TAC will facilitate a public hearing to present the final *LUAR* and answer any questions from the public. McMahon will attend and be available to answer questions regarding the Act 209 Study process. The Act 209 legislation requires that the Township’s *LUAR* must be reviewed by the Chester County Planning Commission, all adjoining municipalities, as well as the local School District, and these entities must be afforded an opportunity to review and comment on the *LUAR* 30 days prior to the public hearing for the resolution. We will rely on the Township to advertise the public hearing, and to supply the hearing location.
- **LUAR Adoption** – McMahon will attend the Board of Supervisors meeting when the *LUAR* will be considered for adoption, if requested and separate from the *LUAR* hearing.
- **TAC Meeting #4** – McMahon will review the future traffic conditions analysis for the *RSA* and preliminary *RSA* recommendations.
- **TAC Meeting #5** – McMahon will review the draft *RSA* and *TCIP* recommendations, including calculated transportation impact fees, with the TAC to discuss findings and recommendations.
- **TCIP Public Hearing** – McMahon will attend the public hearing to present the *TCIP* and the traffic impact fee. The Act 209 legislation requires that the *TCIP* be available for public review and comment at least 10 working days prior to the public hearing for the resolution. McMahon and

the TAC will facilitate the public hearing, as required by the Municipalities Planning Code. At this hearing, McMahon staff will summarize the contents and conclusions of the *TCIP*, and help the TAC respond to any questions from the public. We will rely on the Township to advertise the public hearing, and to supply the hearing location. The Traffic Impact Fee Ordinance can be adopted at a subsequent meeting with the Board of Supervisors.

- **RSA and TCIP Adoption** – McMahon representatives will attend and be available to answer questions during the Board of Supervisors meeting when the RSA and TCIP will be considered for adoption, if necessary and requested.

It is noted that McMahon will provide an agenda for each TAC meeting and record attendance from committee members. If the Township would like meeting minutes prepared, it will be the responsibility of the TAC to record and issue meeting minutes for all meetings. In this case, we suggest that a chairperson and secretary be appointed within the TAC to be responsible for preparing minutes and other correspondence tasks.

As previously noted, the project team will honor requests for additional meetings with the TAC, upon approval by the Township. Additional meetings will be billed on a time-and-materials basis, and an estimated cost for additional meetings is shown in the fee section below.

McMahon and the planning consultant will provide electronic versions of the *LUAR*, *RSA* and *TCIP* at the completion of the project. Necessary exhibits and working documents will be provided for public meetings. Digital copies of draft reports will be provided for distribution of materials for the public review periods, including one hard copy of each document to be made available at the Township building. The final reports will include the technical appendix, including traffic counts, analyses, cost estimates, etc., McMahon recommends that a separate technical appendix volume be provided, if appropriate. One printed final copy of all reports will be provided.

The services to be performed pursuant to this agreement are strictly limited to those expressly set forth herein. No additional services will be provided unless requested and agreed to in writing.

### **Schedule**

We are prepared to initiate work on this project upon receipt of written authorization to proceed. We will work with the TAC to develop a realistic project schedule. Based on our experience, completion a new Act 209 Study typically takes 12 to 18 months. We will look for opportunities to compress the schedule by working closely with the TAC and Township.

***Fee***

The fees associated with the above-described scope of services are as follows:

• <b>Task 1 – Land Use Assumptions Report</b>	\$13,500
• <b>Task 2 – Roadway Sufficiency Analysis</b>	\$48,500
• <b>Task 3 – Transportation Capital Improvements Plan</b>	\$24,000
• <b>Task 4 – Transportation Impact Fee Ordinance</b>	\$ 1,000
<b>Total</b>	<b>\$87,000</b>

***Additional Services***

Supplemental services not specifically described above are not included in the scope of this proposal, but will be provided, as necessary and as authorized, on a time-and-materials basis, or with your authorization of an addendum proposal. Please refer to our attached Standard Provisions for Professional Services.

***Termination***

This agreement may be terminated by the authorized representative effective immediately on receipt of written notice. Payment will be due for services rendered through the date written notice is received.

***Binding Status***

The client and McMahon, a Bowman Company, bind themselves, their partners, successors, assigns, heirs, and/or legal representatives to the other party to the Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the proposal.

***Terms and Conditions***

Invoices for services will be submitted monthly and are payable within 30 days of issuance. All invoices not paid within 30 days are subject to a 1.5% monthly interest charge, and all projects with overdue balances exceeding 60 days will be subject to a stoppage of work. Any changes in the specific work program described above will result in an adjustment of the conditions and fees.

This agreement (and Exhibits, if any) hereto sets forth the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings, whether written or oral with respect to the subject matter hereof and may not be altered, modified, changed, amended or waived in any manner, except in a writing signed by all of the parties hereto.

The fee quoted is valid for a period of 60 days from the date of this proposal. If the terms of this contract, as contained herein, and in the attached *Standard Provisions for Professional Services* are agreeable to you, please return one signed copy to our office.

If you should have any questions, or require further information, please feel free to contact me at 610-594-9995 | [cwilliams@bowman.com](mailto:cwilliams@bowman.com) or John Yurick, P.E., PTOTE, PTP at [jyurick@bowman.com](mailto:jyurick@bowman.com). We appreciate the opportunity to submit a proposal on this project and look forward to working with the Township on this important engagement.

Sincerely,



Christopher J. Williams, P.E.  
Vice President & Regional Manager – Mid-Atlantic

JJY/JDG

**Accepted for New Garden Township by:**

**I have reviewed all terms of this contract, and I am authorized to sign in the space below for execution of this contract.**

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name of Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please provide your Accounts Payable contact information:

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

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

McMahon is authorized to complete the following tasks:  
  
Task 1 (LUAR): \_\_\_\_\_  
  
Tasks 2-4: \_\_\_\_\_

In the space below, please provide any details, including the date invoices are due each month for prompt payment:

\_\_\_\_\_

I:\eng\NEWGARD1\999999 - Act 209\Project\_Management\Proposals\2023-07-12 NGT Act 209 Proposal.docx

**McMAHON, A BOWMAN COMPANY**  
**STANDARD PROVISIONS FOR PROFESSIONAL SERVICES**  
**2023**

**SERVICES**

McMahon, A Bowman Company reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion, demotion, or change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of an agreement, such as estimated total cost. The following rates will apply to actual time devoted by McMahon, A Bowman Company staff to this project computed to the nearest one-half hour.

<b><u>PERSONNEL</u></b>	<b><u>HOURLY RATES</u></b>
Principal/Associate/General Manager/Service Leader	\$195
Senior Project Manager	\$185
Project Manager/Survey Manager	\$165
Senior Project Engineer	\$140
Project Engineer	\$130
Staff Engineer/Survey Party Chief/FAA Certified Drone Pilot	\$105
Technician/Admin/Survey Tech	\$90
Field Personnel/Drone Field Spotter	\$50

**TERMS**

1. **Invoices** – Invoices will be provided on a monthly basis and will be based upon percentage of completion or actual hours, plus expenses. Payment is due to McMahon, a Bowman Company within 30 days of the invoice date. Unpaid balances beyond 30 days are subject to interest at the rate of 1.5% per month. This is an annual percentage rate of 18%.
2. **Confidentiality** – Technical and pricing information in this proposal is the confidential and proprietary property of McMahon, a Bowman Company and is not to be disclosed or made available to third parties without the written consent of McMahon, a Bowman Company.
3. **Commitments** – Fee and schedule commitments will be subject to renegotiation for delays caused by the client’s failure to provide specified facilities or information, or any other unpredictable occurrences.
4. **Expenses** – Automatic Traffic Recorder equipment usage will be billed at \$25.00 per 24-hour count. Drone equipment usage, inclusive of insurance costs, will be billed at \$250/day, or portion of a day. Incidental expenses are reimbursable at cost. These include reproduction, postage, graphics, reimbursement of automobile usage at the IRS-approved rate, parking and tolls. Expenses which by company policy are not billed as reimbursable expenses to clients and therefore, will not be billed as part of this contract include the following: air travel, rental car, lodging, meals, and long-distance phone charges between McMahon offices. If it becomes necessary during the course of this project to travel elsewhere, those travel costs will be treated as reimbursable expenses. These expenses will be reflected in the monthly invoices.
5. **Attorney’s Fees** – In connection with any litigation arising from the terms of this agreement, the prevailing party shall be entitled to all costs including reasonable attorney’s fees at both the trial and appellate levels.
6. **Ownership and Use of Documents** – All original drawings and information are to remain the property of McMahon, a Bowman Company. The client will be provided with copies of final drawings and/or reports for information and reference purposes.
7. **Insurance** – McMahon, a Bowman Company will maintain at its own expense Workman’s Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance and, upon request, will furnish the client a certificate to verify same.
8. **Termination** – This agreement may be terminated by the authorized representative effective immediately on receipt of written notice. Payment will be due for services rendered through the date written notice is received.
9. **Binding Status** – The client and McMahon, a Bowman Company bind themselves, their partners, successors, assigns, heirs, and/or legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

**NEW GARDEN TOWNSHIP**

**RESOLUTION 2024-003**

**TRANSPORTATION IMPACT FEE ADVISORY COMMITTEE**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF NEW GARDEN, CHESTER COUNTY, PENNSYLVANIA, PURSUANT TO ACT 209 OF 1990, ESTABLISHING AN IMPACT FEE ADVISORY COMMITTEE TO PREPARE AND UPDATE AUTHORIZING THE PREPARATION AND PUBLIC ADVERTISEMENT OF THE NEW GARDEN TOWNSHIP NOTICE OF INTENTION TO ADOPT AN IMPACT FEE ORDINANCE PURSUANT TO SAID ACT.**

WHEREAS, New Garden Township desires to provide appropriate transportation levels of services so as to adequately protect the health, safety and welfare of residents, businesses, employees and visitors; and

WHEREAS, the Township continues to experience strong economic development in both residential and commercial areas; and

WHEREAS, the Township estimates it will not be able to undertake appropriate transportation capital improvements unless more funds are generated for that purpose; and

WHEREAS, Act 209 of 1990 empowers municipalities to provide for transportation capital improvements through the imposition of impact fees upon new development following enactment of an appropriate impact fee ordinance adopted pursuant to the provisions of Act 209 § 1990; and

WHEREAS, New Garden Township desires to establish an impact fee advisory committee for the purpose of developing a transportation impact fee ordinance and capital improvements plan pursuant to Section 504-A(b)(1) of Act 209 § 1990; and

NOW, THEREFORE the Board of Supervisors of New Garden Township hereby RESOLVES as follows:

- I. The New Garden Township Impact Fee Advisory Committee is hereby created and shall consist of the following Members:  
  
Sam Stanton  
Katrina Budischak  
Michael Murphy  
Margot Mohr  
Jeff Hazelwood  
Kris McClennan  
Don Morgan.
- II. All of the above named Members are residents of New Garden Township or conduct business within the Township and are not employees or officials of the Township.
- III. Not less than 40% of the above-named Members are representative of the real estate, commercial and residential development and building industries.
- IV. All of the Members shall serve without compensation.
- V. The New Garden Township Impact Fee Advisory Committee shall serve in an advisory capacity and shall develop land use assumptions, conduct roadway sufficiency analysis studies, and make recommendations as to the development of road improvements, capital improvements and impact fees within the geographic area as follows:  
  
The seven square mile area encompasses key intersections and roadway including but not limited to:  
  
Baltimore Pike  
Newark Road  
Route 41  
Limestone Road
- VI. The Board of Supervisors of New Garden Township shall have the right to replace any Member of the Advisory Committee upon notice for failure to complete the tasks assigned, for failure to attend three consecutive regularly scheduled meetings, for conduct which damages the credibility of the committee, specifically or New Garden Township in general or for a Members inability to continue serving on the Committee.

- VII. The New Garden Township staff is hereby authorized to prepare and publicly advertise the Notice of Intention to Adopt an Impact Fee Ordinance. This Notice shall be published twice in a newspaper of general circulation in New Garden Township with the first publication to occur as soon as possible after the passage of this Resolution and the second to occur not less than one nor more than three weeks thereafter.
- VIII. The Board of Supervisors shall assess an interim impact fee of \$1,000.00 per peak-hour vehicular trip generated by new development proposed in New Garden Township with the initial application made during the eighteen month retroactive period or prior to adoption of the Transportation Impact Fee Ordinance.

RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest

NEW GARDEN TOWNSHIP

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
David Unger

\_\_\_\_\_  
Kristie Brodowski

\_\_\_\_\_  
Stephen Allaband

\_\_\_\_\_  
Ted Gallivan

\_\_\_\_\_  
Troy Wildrick

# Act 209 – Transportation Impact Fees

February 26, 2024



## What is Act 209?

Act 209, which took effect on December 19, 1990, amended the Pennsylvania Municipalities Code by adding Article V-A titled "Municipal Capital Improvement." This act authorizes municipalities to enact, amend, and repeal impact fee ordinances and to charge impact fees on new developments for off-site public transportation capital improvements

Section 503-A(d) of the MPC permits transportation impact fees to be used for costs incurred by a municipality for the construction of roadway improvements designated in a transportation Capital Improvements Plan that are attributable to new development within a designated service area or areas

Act 209 **DOES NOT** alter the municipality's existing power to require an applicant for municipal approval of any new development or subdivision from paying for the installation of on-site improvements as provided for in the municipality's subdivision and land development ordinance.

In summary, impact fees can be used for capacity improvements to accommodate traffic generated by new development, but not to address existing or anticipated deficiencies unrelated to the development. Eligible improvements include adjustments to existing traffic signals, new traffic signals, auxiliary turn lanes, additional through travel lanes, new roads, and any other items associated with those types of improvements. In some cases, improvements may also include the correction of any existing design deficiencies within the limits of work for the capacity improvements.

# Why consider Act 209 for NGT?

## Rule of Thumb

General scenarios in which impact fees **MAY BE** a viable funding mechanism for a municipality:

- A township with suburban or rural characteristics that anticipates significant residential, commercial, and employment growth over the next few years. Most intersections and roadways operate at acceptable LOS. Several intersections and roadways will require significant capacity improvements in order to accommodate the anticipated traffic growth.
- A township with suburban or rural characteristics that has already experienced significant growth in particular areas. However, it anticipates significant residential, commercial, and employment growth in other areas of the municipality over the next few years. Some intersections and roadways operate at acceptable LOS. Several intersections and roadways will require significant capacity improvements in order to accommodate the anticipated traffic growth.

General scenarios in which an impact fee **MAY NOT BE** a viable funding mechanism for a municipality:

- A suburban township, borough, or city that is nearly built out and does not anticipate moderate or significant development activity. Many of the necessary intersection and roadway improvements are to address existing conditions and not eligible to be funded with impact fees.
- A township with suburban or rural characteristics that anticipates moderate residential, commercial, and employment growth over the next few years. Most intersections and roadways currently do not operate at acceptable LOS. Several intersections and roadways will require significant capacity improvements in order to address existing conditions.

# Why consider Act 209 for NGT?

**Act 209 is specifically referenced in the NGT 2018 Comprehensive Plan**

“Section V. General Policies and Issues

Subsection B. Transportation

**Consider developing an Act 209 Transportation Impact Fee Ordinance** in order to assess fees on new development based on the impact of the traffic generated by the new development, and utilize funds collected to improve the capacity of key roadways and intersections.”



# Why consider Act 209 for NGT?

## Act 209 directly or indirectly supports several critical planning policies in the 2018 NGT Comprehensive Plan - Transportation

### Goal:

Provide a safe and efficient multimodal transportation network that supports the movement of people and goods, promotes economic and community development, and the character of the Township.

### Objectives:

1. Improve safety, operations, and multimodal access at priority intersections.
2. Develop gateway enhancements, traffic calming, and other streetscape features to improve the appearance along key corridors, including Route 41, Baltimore Pike, and Newark Road.
3. Plan for new roadway connections to relieve congestion and expand access.
4. Leverage key existing transportation assets, including the US 1 Interchange at Newark Road and the New Garden Flying Field.
5. Expand facilities and connections for walking, biking, riding transit, and ride-sharing.
6. Enhance existing bus stop facilities along Baltimore Pike and plan for future public transportation services to Wilmington, Delaware.
7. Maintain Township-owned transportation infrastructure, including roads, bridges, traffic signals, and the New Garden Flying Field.
8. Support safe conditions for motorists, bicyclists, and pedestrians by reducing and/or calming vehicular speeds and cut-through traffic.
9. Ensure Township ordinances and policies for the planning and design of transportation infrastructure are aligned with the Township's goals, as well as other applicable standards.
10. Seek funding from traditional and non-traditional sources for transportation capital improvement projects.
11. Enhance and protect the aesthetic and scenic quality of local roads.
12. Support and participate in regional transportation plans and projects.



# Benefit of Act 209

## Transportation Capital Improvement Plan

- Currently, NGT has **NO** formal Transportation Capital Improvement Plan (TCIP) or a sufficient financial mechanism to sustainably address the
- Part of the Act 209 process is performing the following reports that will help develop the township's future TCIP
  - **Land Use Assumptions Report**
    - Identify areas within the Township that have development or redevelopment potential
      - Step mostly complete (areas identified in 2018 Comprehensive Plan)
        - Ex. White Clay Point, Toughkenamon, Rt. 41 & Baltimore Pike Corridor, etc.
      - Project 10-year build-out and estimate future development to include:
        - Residential dwelling units
        - Non-residential square footage
  - **Roadway Sufficiency Analysis (RSA)**
    - Conduct traffic counts at all study intersections
    - Analyze peak hour traffic capacity and identify the level of service at each study intersection for these conditions
      - Existing
      - Future pass-through (background development and current development activity)
      - Future Development (LUAR)
    - Identify improvements necessary to achieve a preferred level of service at each study intersection in the Existing, Future pass-through, and Future Development conditions.
  - **Transportation Capital Improvement Plan (TCIP)**
    - Develop cost estimates and allocate costs for improvements identified in the RSA for the Existing, Future Pass-Through, and Future Development conditions.
    - Calculate the transportation impact (per peak hour trip) based on the costs allocated to developers in the Future Development condition divided by the number of trips generated by the development.

# Act 209 Adoption – 18-Month Process

## **Establish Traffic Impact Fee Advisory Committee (TIFAC)**

- The governing body approves a resolution appointing the TIFAC, establishing interim impact fee, and defining the general study area
  - 7-15 member committee; must have ~40% minimum of real estate professionals, developers, and building industry professionals
  - Can utilize Planning Commission as TIFAC (with 40% minimum)
- First advertisement of Notice of Intent to adopt a transportation impact fee ordinance
- Second advertisement of Notice of Intent to adopt a transportation impact fee ordinance
- Can adopt an interim impact fee while studies are conducted (\$1,000 per peak hour new trip maximum)

## **Complete Land Use Assumptions Report**

- 30-day review period for county planning, adjacent municipalities, and the school district
- First advertisement of TIFAC public hearing
- Second advertisement of TIFAC public hearing
- TIFAC holds public hearing
- TIFAC provides governing body with recommendation for action on Land Use Assumptions Report
- Governing body approves Land Use Assumptions Report by resolution

## **Complete Roadway Sufficiency Analysis**

- TIFAC provides governing body with recommendation for action on Roadway Sufficiency Analysis
  - Governing body approves Roadway Sufficiency Analysis by resolution
- An



# Act 209 Adoption – 18-Month Process

## **Complete Capital Improvements Plan**

- First advertisement of TIFAC public hearing
- Second advertisement of TIFAC public hearing
- Capital Improvements Plan on public display for at least 10 business days prior to public hearing
- TIFAC holds public hearing
- TIFAC provides governing body with recommendation for action on Capital Improvements Plan
- Governing body approves Capital Improvements Plan by resolution

## **Adopt Transportation Impact Fee Ordinance**

- Impact fee ordinance must be on public display 10 business days prior to scheduled adoption by the governing body
- Governing body adopts the transportation impact fee ordinance

## **Immediate Next Steps**

- February 26<sup>th</sup> – Resolution to appoint NGT Planning Commission as TIFAC
  - Resolution to adopt interim fee (\$1,000.00 per peak hour new trip)
  - Notice of Intent to establish a transportation impact fee

# Questions? / Next Steps





February 12, 2024

NGTWP 07016

Attn: Chris Himes, Township Manager  
New Garden Township  
299 Starr Road  
Landenberg, PA 19350

RE: Davis-Dhungel, 144 Sharp Road  
Financial Security Release No. 1

Dear Chris:

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

Original Escrow Amount .....	\$	30,507.92
Released to Date .....	\$	<u>0.00</u>
Balance Prior to This Release.....	\$	30,507.92
<b>Recommended by This Release .....</b>	<b>\$</b>	<b><u>22,320.23</u></b>
Balance After This Release.....	\$	8,187.69

Included in this release are the following items: *Erosion and sediment control and Post-Construction stormwater management.*

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

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

Sincerely,  
**PENNONI ASSOCIATES INC.**

Nathan M. Cline, PE  
Township Engineer

**DECLARATION OF COMPLETION**  
**ESCROW RELEASE No. 1**

We the undersigned hereby declare that the work performed relative to construction at 144 Sharp Road has been completed to the extent of \$22,320.23 and this Declaration authorizes the reduction of the escrow by the sum of \$22,320.23.

It is hereby agreed that the release of the said funds as authorized by this Declaration shall not be construed as the acceptance of work by the Township nor shall this Declaration act or constitute as any waiver by the Township of the work as completed. The Township reserves the right to inspect the said work and to require the Developer to correct any and all deficiencies.

Date: \_\_\_\_\_

\_\_\_\_\_  
Chris Himes  
Township Manager

Date: 02/12/2024

  
\_\_\_\_\_  
Nathan M. Cline, PE  
**PENNONI**  
Township Engineer

NEW GARDEN TOWNSHIP  
 299 Starr Road  
 Landenberg, PA 19350

NGTWP 07016  
 Financial Security Release No. 1  
 February 12, 2024

Attn: Chris Himes  
 Re: Davis-Dhungel, 144 Sharp Road

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

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
a.	Install 6" Sch. 40 PVC	\$ 1,596.00	\$ -	\$ 1,596.00	\$ 1,596.00	\$ -
b.	6" Cleanout	\$ 650.00	\$ -	\$ 650.00	\$ 650.00	\$ -
c.	Install 15" RCP	\$ 2,100.00	\$ -	\$ 2,100.00	\$ 2,100.00	\$ -
d.	Riprap (R-4)	\$ 863.63	\$ -	\$ 863.63	\$ 863.63	\$ -
e.	Riprap (R-3)	\$ 163.90	\$ -	\$ 163.90	\$ 163.90	\$ -
f.	15" Flared End	\$ 900.00	\$ -	\$ 900.00	\$ 900.00	\$ -
g.	6" Flared End	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -
h.	Excavation	\$ 1,350.00	\$ -	\$ 1,350.00	\$ 1,350.00	\$ -
i.	Fill (Fine Grade)	\$ 1,010.00	\$ -	\$ 505.00	\$ 505.00	\$ 505.00
	Strip Topsoil	\$ 1,547.60	\$ -	\$ 1,547.60	\$ 1,547.60	\$ -
	Rake/Seed/Mulch	\$ 3,869.00	\$ -	\$ 967.25	\$ 967.25	\$ 2,901.75
	Rock Construction Entrance	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -
	Concrete Washout	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -
	32" Compost Filter Log	\$ 3,711.75	\$ -	\$ 3,711.75	\$ 3,711.75	\$ -
	24" Compost Filter Log	\$ 2,906.40	\$ -	\$ 2,906.40	\$ 2,906.40	\$ -
	12" Compost Filter Log	\$ 812.70	\$ -	\$ 812.70	\$ 812.70	\$ -
	Silt Fence	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -
	Orange Construction Fence	\$ 446.00	\$ -	\$ 446.00	\$ 446.00	\$ -
	Erosion Control Blanket	\$ 2,007.50	\$ -	\$ -	\$ -	\$ 2,007.50
	Subtotal	\$ 27,734.47	\$ -	\$ 22,320.23	\$ 8,428.53	\$ 505.00
	<b>Combined Escrow This Period - Subtotal</b>			<b>\$ 22,320.23</b>		
	SUBTOTAL	\$ 27,734.47	\$ -	\$ 22,320.23	\$ 22,320.23	\$ 5,414.24
	CONTINGENCY (10%)	\$ 2,773.45	\$ -	\$ -	\$ -	\$ 2,773.45
	<b>TOTAL</b>	\$ 30,507.92	\$ -	\$ 22,320.23	\$ 22,320.23	\$ 8,187.69

**APPROVED THIS RELEASE**



# New Garden Township

299 Starr Road • Landenberg, PA 19350

## Memorandum

---

Date: 2/21/2024  
To: Chris Himes  
From: Robert Weer, Township Zoning Officer  
Re: **1421 Broad Run Rd - Special Exception Request**

Chris,

The following is a summary of the application for a Special Exception to expand a nonconforming structure. Also, the application was reviewed with the Township Solicitor.

### APPLICATIONS Zoning Hearing Board

#### 1. Special Exception Application / 1421 Broad Run Rd. / Rod Hoffman

**Background:**

Applicant has requested a Special Exception to remove an existing deck and stairs and replace them with a new deck and screened porch. The Residential Cluster Design Option's Lot Coverage requires "a maximum amount of impervious surface on any given lot shall be 50% of total lot area". A previous owner installed a 246 sq. ft. patio that increased the impervious coverage to 55.3%. The proposed project would slightly increase the current impervious coverage to 57.7%. Therefore, a special exception is requested to expand the current nonconforming building or structure. Additionally, the applicant has provided a Best Management Practices (BMP) plan to apply a simple approach method for the stormwater to comply within the requirement of 50% impervious coverage. The Zoning Hearing is scheduled for March 12, 2024, at 7:00 p.m.

**MOTION:** The Board of Supervisors takes no action on this application requesting a Special Exception from the Zoning Hearing Board.

Respectfully,

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

**REQUESTING DEPARTMENT:** Parks & Recreation

**MEETING DATE:** February 26, 2024

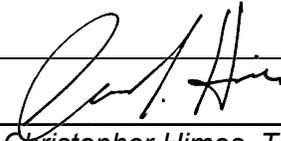
**SUBJECT/TOPIC:** New Parks & Open Space Carry In, Carry Out Trash Policy

**BACKGROUND:** Staff spend an average of 1.5 hours a day removing trash from New Garden Park. It's estimated that this burden will grow as high as 20 hours per week if trash collection services are also provided at New Garden Hills and Smedley Preserve and requires an additional allocation of \$8,280.00 in labor cost that could be otherwise leveraged toward supporting park maintenance and programming initiatives.

Keeping trash cans empty at New Garden Park is a constant battle. When emptied, most of the trash cans are full of garbage that came from outside of normal park use – bedding, household items, piles of dirty diapers, workout equipment etc. Implementing this policy will improve the overall appearance of the park, redirect park labor to other important park functions and projects, reduce costs of trash removal services and fuel costs for staff led trash collection efforts.

<b>FINANCIAL IMPACT:</b> <b>Total:</b>  N/A	Budgeted:	YES	NO	X
	Amount Budgeted:	\$0		
	Amount Spent:	\$0		
	Amount Requested:	\$0		
	Budget Line Item:	N/A		

**STAFF RECOMMENDATION:** N/A

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

**ATTACHMENTS:**

1. PPT Presentation – Carry In, Carry Out Public Brief

# Carry In, Carry Out Trash Policy Proposal



# Current Policy and Challenges

## Current Policy

- New Garden Park has 15 trash receptacles
- In place for general use, special events, sports leagues
- Staff spends average of 1.5 hours per day picking up trash (almost a full day every week just cleaning up trash)

## Challenges to current trash policy

- Trash cans accessible 24/7
- Trash cans often filled by people after hours “dumping” trash at the park vs. paying for their own trash removal
- **Dog poop**
- Maintaining our existing program AND adding trash services at New Garden Hills and the Smedley Preserve will shift significant resources to trash removal vs. park maintenance and programming





# New Garden Dump



# Proposed Carry In, Carry Out

## How it works

- The policy is in the name – Carry In, Carry Out
- Park patrons will be expected to carry out what they have carried into the park
- Trash receptacles will only be provided for Pavilion rentals and special events
- Sports leagues will be responsible for trash generated during practice and games

12. Utilities: During the term of the Lease, and any extensions or renewals thereof, Lessee shall contract and be solely responsible for any and all costs of utilities serving the Premises and Lessee's use thereof, including but not limited to sewer service, electric, water, fuel, phone and trash removal.

16. Maintenance and Upkeep. Lessee shall, at its sole cost and effort, maintain and upkeep the Premises so as to provide first rate little league ball fields, which are safe to use and enjoy by all Participants and the general public. Lessee shall also keep the Premises free and clear from trash and debris at all times.



# Industry best practices

## Pennsylvania State & County Parks

- DCNR – Carry In, Carry Out for camping and general park use
- Wolf hollow park CICO

## What are our neighbors doing?

- **Delaware** State Parks – Carry In, Carry Out since 1994
- **Maryland** State Parks – Carry In, Carry Out “Trash-Free Parks” since 1993



# Benefits of Carry In, Carry Out

- Reduces staff hours spent on trash removal and allows the park to reallocate labor dollars (\$8,280.00 at NGP) to other important park functions and projects.
- Reduces fuel costs and money spent on disposal (Savings equal: TBD)
- Foster a partnership between visitors and the parks by encouraging all visitors to help maintain clean parks.
- Improves the appearance of our parks by removing trash cans that detract from the beauty of the natural environment.
- Encourages visitors to bring reusable containers and to recycle as much as possible.
- Increases safety by reducing the number of bees, wasps and other pests in the picnic areas and pavilions.



## Next steps

- Board of Supervisors approval to proceed with drafting ordinance.
- Carry In, Carry Out Ordinance prepared and presented for approval at March 2024 meeting.
- New policy rolls out in April 2024
- Prior to implementation, CICO ordinance advertised on new website, social media, email blast & newsletter
- CICO signage installed at all parks
- Existing New Garden Park trash receptacles would be phased out by the end of April 2024.
- Superintendent and staff to monitor parks and ensure compliance with our sports league partners



# Questions?

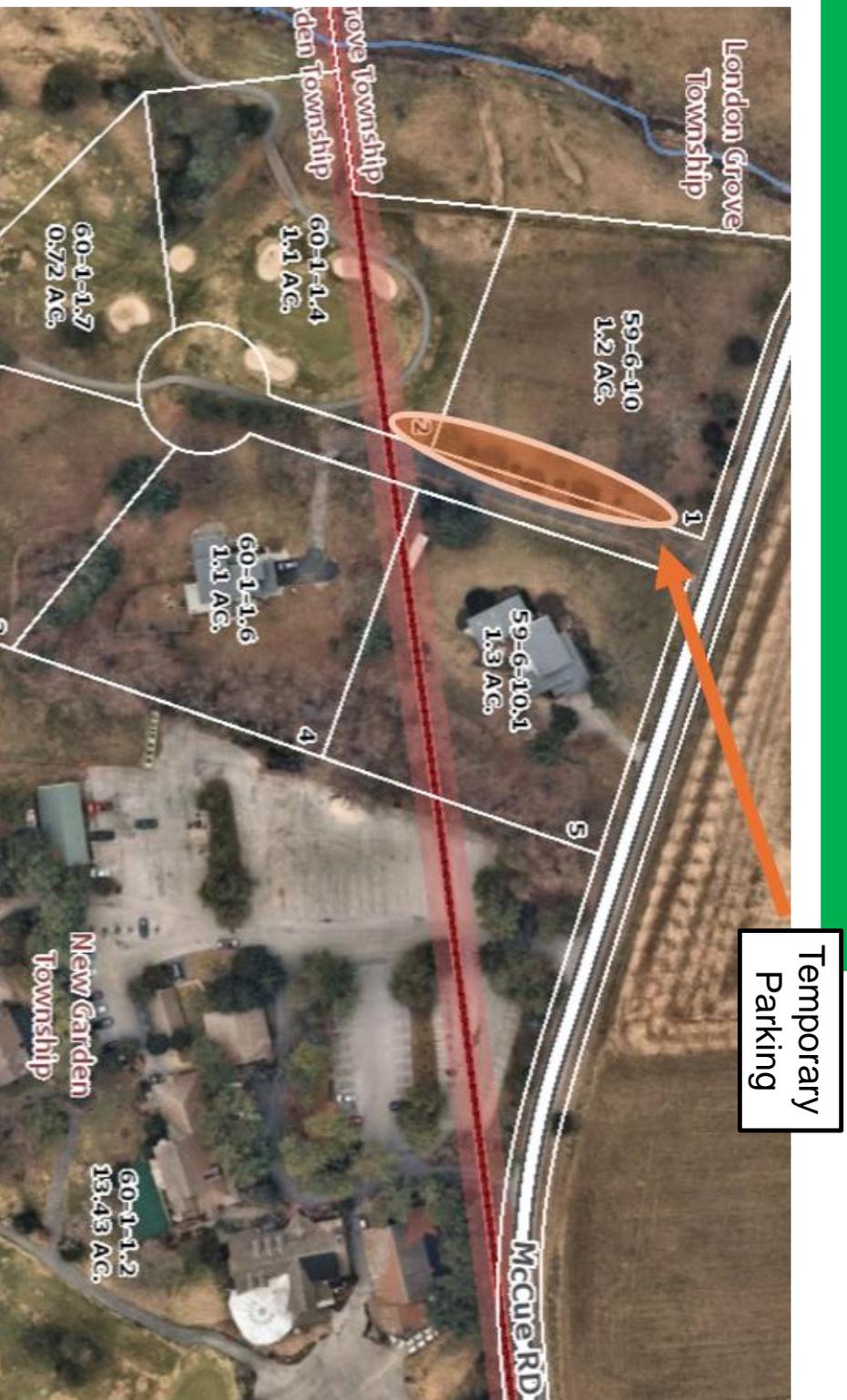


# Smedley Preserve Parking Update

- No dedicated public Parking
- Township does not own the main buildings or parking area
- Temporary parking off McCue Road
- Park rules and regulations are posted and enforceable
- Carry in, carry out trash policy
- Dogs should remain on leash
- Please pick up your dog's poo – Many thanks



# Smedley Preserve Parking Update



# Smedley Preserve Parking Update



# Smedley Preserve Parking Update



# Smedley Preserve Parking Update



## **New Garden Parks & Recreation Board- 2024 Event List**

<b>DATE</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
Saturday, March 30th	1:00 to 3:00 p.m.	Easter Egg Hunt	New Garden Park
Sunday, April 14th	1:00 to 3:00 p.m.	Earth Day Health & Wellness Hike	New Garden Flying Field (Airport Trail)
Monday, April 22nd	10:00 to 11am	Kennett Library Earth Day Story Time	New Garden Park
Tuesday, May 28th	6:00 to 8:00 p.m.	Rhythm & Brews	New Garden Park
Tuesday, June 4th	6:00 to 8:00 p.m.	Family Fun Night / Kennet Library StoryWalk Celebration	New Garden Park
Friday, June 14th	8:30 p.m.	Movie Night	New Garden Park
Tuesday, June 25th	6:00 to 8:00 p.m.	Rhythm & Brews	New Garden Park
Tuesday, July 9th	6:00 to 8:00 p.m.	Family Fun Night	New Garden Park
Tuesday, July 30th	6:00 to 8:00 p.m.	Rhythm & Brews	New Garden Park
Friday, August 23th	8:00 p.m.	Movie Night	New Garden Park
Tuesday, August 27th	6:00 to 8:00 p.m.	Rhythm & Brews	New Garden Park
Tuesday, September 24th	6:00 to 8:00 p.m.	Rhythm & Brews	New Garden Park
Saturday, October 5th	12:00 to 4:00 p.m.	Community Day	New Garden Park
Sunday, November 3rd	1:00 to 3:00 p.m.	Fall Health & Wellness Hike	The Preserve at the Former Loch Nairn
Sunday, December 8th	5:00 to 7:00 p.m.	Cookies with Santa	Township Building
Friday, December 6th - Friday, December 13th	Office Hours	Letters to Santa	Township Building

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

**REQUESTING DEPARTMENT:** Parks & Open Space

**MEETING DATE:** February 26, 2024

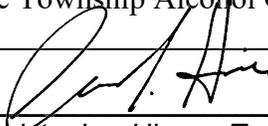
**SUBJECT/TOPIC:** Waiver Request – Food Truck Permit Fee & Alcohol Ordinance for 2024 Backyard BBQ

**BACKGROUND:** The Boy Scouts of America Chester County Council is requesting two waivers in support of the 6<sup>th</sup> annual Brandywine Backyard BBQ Committee on April 21<sup>st</sup>, 2024 located at New Garden Park. The first waiver is for the \$100 Annual Permit fee for food truck vendors. The Council will pay the \$50 food truck application fee on behalf of each vendor. The second waiver is to temporarily lift the Township’s Alcohol Ordinance which prohibits the public consumption of alcohol at New Garden public facilities, to support beer and wine sales at the event.

<b>FINANCIAL IMPACT:</b> <b>Total:</b>	Budgeted:	YES	NO	<u>X</u>
	Amount Budgeted:	\$0		
	Amount Spent:	\$0		
	Amount Requested:	\$0		
	Budget Line Item:	N/A		

**STAFF RECOMMENDATION:** That the Board of Supervisors authorize the following waivers in support of the 6th annual Brandywine Backyard BBQ:

1. The recommendation to waive the \$100 Annual Permit Fee
2. The recommendation to temporarily waive the Township Alcohol Ordinance

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

**ATTACHMENTS:**

1. *Chester County Council Backyard BBQ Waiver Requests*

Request for waiver of the \$100 Annual Permit fee for food vendor truck/non-permanent restaurant permit – food vendors at the 6<sup>th</sup> Annual Brandywine Backyard BBQ Festival, April 21, 2024

The Brandywine Backyard BBQ Festival has become an annual event, organized by volunteers in the Octoraro District, Chester County Council, Boy Scouts of America. The Festival has been held at the New Garden Township Park since 2018 and supports Scouting for area youth through the Friends of Scouting Program. Specifically, this fun family event and community fundraiser benefits Scouts in the Kennett Consolidated, Unionville-Chadds Ford, Avon Grove, Octorara, Oxford and Cecil County School Districts, providing opportunities for Scouting's many benefits such as character development, leadership training, and camping facilities, including Horseshoe Scout Reservation.

The Scouts appreciate New Garden Township's support of our fundraising efforts. For the 2024 event, the BBQ Committee will pay the \$50.00 food truck application fee for the food vendors who have not already paid the \$50.00 application fee. The BBQ Committee will collect the food truck application forms and supporting documents from the vendors and forward them to New Garden Township. We request that New Garden Township again waive the \$100 annual permit fee specifically for food vendors during the 2023 Brandywine Backyard BBQ. The BBQ Committee believes that the additional \$100 fee just for this event may deter the participation of some food vendors for just our event and thus may have a negative impact on our fundraising activities.

We look forward to receiving a waiver of the \$100 annual permit fee for the 2024 Brandywine Backyard BBQ and we also appreciate New Garden Township's continuing support and sponsorship.

Mark Burt  
Brandywine Backyard BBQ Committee Chair  
burt1230@hotmail.com  
678-983-5758

## Request for Waiver of Alcohol Ordinance at the Sixth Annual Brandywine Backyard BBQ Festival

The 2024 Brandywine Backyard BBQ Committee requests that the New Garden Township waive the alcohol ordinance in support of the Sixth Annual Brandywine Backyard BBQ Festival. A description of the event is below.

The fifth Annual Brandywine Backyard BBQ Festival will take place on Sunday, April 21, 2024 from noon to 5 p.m. The event will include live music, delicious food, beverages, and a deluxe playground at beautiful New Garden Township Park, 8938 Gap Newport Pike in Landenberg. Live music will be provided by two great local bands: The Late Ambitions and Ol' 442. Visitors can purchase a variety of foods from several food trucks as well as desserts from dessert vendors. Beverages can be purchased from Braeloch Brewing Company and Harvest Ridge Winery.

**The Brandywine Backyard BBQ Festival supports Scouting for area youth through the Friends of Scouting Program.** Specifically, this fun family event and community fundraiser benefits Scouts in the Kennett Consolidated, Unionville-Chadds Ford, Avon Grove, Octorara, Oxford and Cecil County School Districts, providing opportunities for Scouting's many benefits such as character development, leadership training, camping facilities including Horseshoe Scout Reservation, and fun throughout the year.

Mark Burt  
2024 Brandywine Backyard BBQ Committee Chair  
burt1230@hotmail.com  
678-983-5758

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

**REQUESTING DEPARTMENT:** Parks & Open Space

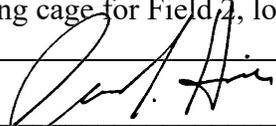
**MEETING DATE:** February 26, 2024

**SUBJECT/TOPIC:** KAU Batting Cage and Outfield Fence Project

**BACKGROUND:** Per the 2010 Lease Agreement between KAU Little League and New Garden Township, all recommended site improvements within the designated facility use areas have to be approved by the Township. For the upcoming season, KAU has requested the ability to install an outfield fence and batting cage for Field 2 located at New Garden Park. Based on the agreement, the Township has no liability for installed equipment and materials but is required to process all applicable permits.

<b>FINANCIAL IMPACT:</b> <b>Total:</b>  N/A	Budgeted:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
	Amount Budgeted:	\$0
	Amount Spent:	\$0
	Amount Requested:	\$0
	Budget Line Item:	N/A

**STAFF RECOMMENDATION:** That the Board of Supervisors authorizes the proposed KAU site improvements, to include an outfield fence and batting cage for Field 2, located at New Garden Park.

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

**ATTACHMENTS:**

1. KAU Facility Lease Agreement
2. New Garden Park Field 2 location
3. Batting cage and fence installation proposal
4. Batting cage example

**LEASE AGREEMENT**

THIS AGREEMENT (the "Lease"), is made this 26<sup>th</sup> day of January, 2010 between New Garden Township, Chester County, PA (the "Township" or "Lessor"), and Kennett Square KAU Little League, a non-profit corporation of the Commonwealth of Pennsylvania (the "Lessee").

**WITNESSETH:**

WHEREAS, the Township owns a community park, commonly called "Wollaston Park" within the Township (hereinafter the "Park"); and

WHEREAS, the Premises which are to be leased under this Lease are identified in a plan of the Park, which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, within the Park is an existing baseball field (hereinafter the "Existing Field"); and

WHEREAS, within the Park the Township is preparing a location for the construction of a second baseball field, which is to be constructed and maintained by the Lessee pursuant to the terms of this Lease (hereinafter the "Future Field"); and

WHEREAS, the Existing Field and the Future Field are collectively called the "Premises" for the purposes of this Lease; and

WHEREAS, Lessee is a youth baseball and softball organization holding a Charter from Little League International, and is a duly established and operating Pennsylvania non-profit corporation governed by a Board of Directors; and

WHEREAS, due to increases in Lessee's membership, Lessee desires to make more youth baseball and softball fields available to its members; and

WHEREAS, the purpose of this Lease is to establish the relationship, obligations and duties between the Lessee and Township regarding the use, maintenance and improvement of the two ball fields making up the Premises (specifically, the Existing Field and the Future Field), and to provide for a continuation of that relationship into the future; and

WHEREAS, Lessee desires to lease the Premises from the Township, and the Township desires to lease the Premises to the Lessee, pursuant to the terms and conditions set forth in this Lease.

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

- 1. Recitals. The background recitals set forth above are included herein, and made a

KAU Initials: MR RLL

part hereof, as though fully set forth at length.

2. Premises. The Township agrees to lease the Premises to Lessee, and Lessee agrees to lease the Premises from the Township upon the terms and conditions set forth in this Lease. The Lease of the Premises shall be non-exclusive, and persons other than Lessee shall be permitted to utilize the Premises whenever the Premises is not in actual, scheduled use by the Lessee.

3. Term. The term of this Lease shall be for a period of twenty-five (25) years, commencing on \_\_\_\_\_, 2010 and terminating on \_\_\_\_\_, 2035, or otherwise sooner as provided for herein (the "Initial Term"). At the end of the Initial Term of this Lease, this Lease may be extended for an additional term of four (4) years, upon the same terms and conditions are herein set forth or otherwise upon renegotiated terms as determined by the Township, in its sole discretion. In order to extend this Lease past the end of the Initial Term hereof, Lessee shall give written notice to the Township of its desire to extend the Lease, at least twelve (12) months prior to the expiration of the Initial Term. Any extension of any term of this Lease shall be subject to the Township determining, in its sole discretion that the use of the Premises shall remain as required by paragraph 5, herein. In the event that the Township cannot honor the request for an extension, as set forth above, the Township shall use its best efforts to advise Lessee in writing at least eleven (11) months prior to the expiration of the Initial Term that the request for an extension shall be denied. However, it is agreed and understood between the parties that the Township may deny the request for the extension of an additional term at any time prior to the start of such additional term.

4. Compensation. In consideration of the Township's grant of the Lease, Lessees shall pay the Township the sum of one dollar (\$1.00) per annum, as rent for the lease of the Premises. Lessee shall pay such consideration/rent in one lump sum payment of twenty-five (\$25.00) dollars prior to commencement of the Initial Term.

In the event of any renewal or extension term of this Lease, the rent shall be determined by agreement of the parties.

5. Purpose. Lessee shall use the Premises only as fields for youth baseball and softball activities conducted by the Lessee under its authorized Charter; namely youth (under 19 years of age) baseball and softball tryouts, practices, and games. Lessee shall at all times utilize the Premises in strict accordance with the stated purpose of the Lessee's Bylaws.

Lessee shall require that all persons utilizing the Premises, whether coaches, players, parents, officials or spectators (collectively the "Participants"), shall at all times conduct themselves in a safe, proper, and respectful manner, in accordance with the Lessee's code of conduct, and further, with full and proper regard for the enjoyment and safety of all other persons utilizing the Park and/or the Existing Field. Further, Lessee and all Participants shall not violate or adversely affect, in any manner, the enjoyment or safety of any property or residence adjacent to, or otherwise near the Park. Lessee and Participants shall at all times comply with all Township, County, State and Federal laws, as well as all local ordinances, resolutions and regulations.

Contingent upon Lessee remaining in strict and complete compliance with the

terms of this Lease, including, but not limited to the terms of this paragraph 5, Lessee shall be entitled to utilize and occupy the Premises for the purposes set forth in this Lease, without unreasonable interference or disturbance from the Township throughout the Initial Term of this Lease, and any authorized extension hereof. In the event that Lessee or any of its Participants fails to fully comply with any of the provisions of this paragraph 5, then the Township may immediately terminate this Lease, in its entirety, upon written notice to Lessee.

6. Public Access to the Premises.

a. Existing Field. It is agreed that the general public and Township shall have access to, and shall be permitted use of the Existing Field, at all times when Existing Field is not in actual, scheduled use by Lessee, or other authorized user.

b. Future Field. It is agreed that once Lessee completes construction of all of the approved improvements on the Future Field, as set forth in the terms of the Lease, the Lessee shall have a first right of use and possession of the Future Field for the express purposes set forth herein. It is agreed that the general public and the Township shall have access to, and shall be permitted to use the Future Field, at all times, when the Future Field is not in actual, scheduled use by Lessee, or other authorized user.

c. Lessee shall be responsible for scheduling organized use of both Fields. Scheduled organized use of the fields shall have priority over unscheduled, general use of the Fields.

d. Lessee shall not close, lock, or otherwise restrict access to either Field.

7. Temporary Use of Existing and Future Fields. If approved by the Township in advance, Lessee may permit temporary use of the Existing and Future Fields by other nonprofit organizations, as long as such temporary use in compliance with the terms and conditions of this Lease. Lessee shall not charge a fee or other cost to such organizations for the use of either of the Fields, other than a fee which does not exceed Lessee's actual maintenance costs for the Fields.

8. Naming the Fields. The Township shall be solely responsible, in its sole discretion, to name the ball fields which are the subject of this Lease. Lessee shall utilize, at all times, the field names chosen by the Township.

9. Signage. Lessee shall, at its sole cost and expense, construct signage at the Premises for public identification of both of the ball fields, which signage shall also include a notation that the Premises are owned by New Garden Township. All signage shall be approved in writing by the Township, and shall be properly permitted and authorized, at Lessee's sole effort and expense. If zoning or other relief is needed for any signage, Lessee shall secure the same at its sole expense. All signage shall utilize the field name chosen by the Township.

10. Compliance with Discrimination Laws. Lessee shall at all times operate, utilize, occupy, maintain and upkeep the Premises, and any and all activities thereon, in strict accordance with all Federal and State statutes, laws, regulations and orders regarding

discrimination. In its operation of the Premises, neither Lessee nor any person or organization occupying space nor facilities in the Premises shall discriminate against any person by reason of race, creed, color, religion, sex, age or national origin.

In the event that Lessee or any of the Participants shall violate any provisions of the aforementioned paragraph regarding discrimination, then the Township shall be permitted to immediately terminate this Lease, in its entirety, upon written notice to Lessee.

11. Compliance with Applicable Laws. Lessee and its Participants shall at all times operate, utilize, occupy, maintain and upkeep the Premises in strict accordance with all Federal, State and Local statutes, laws, ordinances, rules, orders, regulations and other such requirements. The Lessee acknowledges and agrees that, if notified by the Township or by any Township, State or Federal agency of any violation of any statute, ordinance, rule, order regulation or requirement regarding the Premises, the Lessee shall remedy the violation within thirty (30) days of receipt of written notice from the Township identifying the same. In the event that Lessee fails to remedy the stated violation within said thirty (30) days, then the Township may immediately terminate this Lease. However, if the identified violation is of such character as to require more than thirty (30) days to cure, the Township shall not terminate this Lease as long as Lessee commences to cure the violation through the exercise of due diligence within that thirty (30) day period, and thereafter, proceed, without delay or interruption, to cure the violation as soon as possible, but in no event longer than sixty (60) days. If Lessee fails to cure any identified violation within said sixty (60) day period, the Township may immediately terminate this Lease upon written notice to Lessee.

12. Utilities. During the term of the Lease, and any extensions or renewals thereof, Lessee shall contract and be solely responsible for any and all costs of utilities serving the Premises and Lessee's use thereof, including but not limited to sewer service, electric, water, fuel, phone and trash removal.

13. Insurance. During the term of the Lease, and any extensions or renewals thereof, Lessee shall procure and maintain at its own cost, in full force and effect, comprehensive general liability insurance in terms and amount as required by the Township. The amount of such liability insurance shall not be less than One Million Dollars (\$1,000,000) with respect to injuries or the death of one person, and, further, with respect to any one occurrence or disaster. Such insurance shall also include: 1) Blanket Broad Form Contractual Liability Insurance to protect the Lessee from claims arising out of liability assumed by the Lessee in connection with this Agreement or other contracts; and 2) Personal Injury Liability Insurance. The Lessee shall procure and maintain all policies of insurance required by this Section with insurance companies acceptable to the Township, and authorized to do business in the Commonwealth of Pennsylvania. Lessee shall obtain, and provide to the Township, a written obligation on the part of each insurance company to notify the Township at least thirty (30) days prior to the cancellation or modification of such insurance. Further, all of the insurance coverages required under this Lease shall include and identify the Township as an additional insured. Proof of insurance coverages required under this Section 13 shall be provided to the Township upon request, but in no event less than every year. During the term of this Lease, and any extensions or renewals hereof, Lessee shall also procure, at its own expense and maintain in full force and effect, worker's compensation insurance in compliance with the Laws of the Commonwealth of

Pennsylvania, for any employees of the Lessee.

Lessee's failure to strictly comply with the requirements of this Section 13 shall constitute an event of material default of this Lease.

14. Indemnification/Hold Harmless. Lessee agrees to indemnify and hold the Township, its officers, employees, representatives and agents harmless with respect to any and all claims, demands, suits, actions, liabilities, losses, damages and judgments resulting from or by reason of loss of or damage to property or injury of person which in any manner is connected to or arises from Lessee's leasing, possession and/or use of the Premises, unless such damage or harm is caused by the willful misconduct of Township. In no event shall Township be liable for any damage or injury to the Lessee or any agent, employee, Participant or representative of Lessee, or to any person coming upon the Premises in connection with Lessee's use of the Premises, unless such damage or harm is caused by the willful misconduct of Township. Lessee acknowledges that it shall reimburse the Township for any and all damage, destruction or harm to the Premises, and/or the Township's officers, agents, employees, or representatives, relating, in any manner, to Lessee's lease of the Premises from the Township.

To fulfill its obligations pursuant to this paragraph, Lessee will cause the Township to be named as an additional insured on all liability policies required under the terms of the Lease and shall provide a confirming Certificate of Insurance to the Township annually, pursuant to Section 13, herein.

15. Condition.

a. Lessee has inspected the Premises, is familiar with its condition, and acknowledges that it is leasing the Premises in a "as is" condition except as specifically set forth in the terms of this Lease. The Township shall not be liable for any loss or damage resulting from any existing defects in the Premises. However, in the event that pre-existing environmental or other unforeseen conditions are discovered at the Premises, the Lessee and Township agree to cooperate to remediate and resolve the situation, and the cost of the same, by mutual agreement.

b. Lessee acknowledges and confirms that the general current status of the Premises, as of the effective date of this Lease is as follows:

(i) The Existing Field is a developed and usable baseball/softball field, complete with fencing.

(ii) The Future Field is an undeveloped portion of the Park, on which a little league baseball field is proposed to be constructed.

16. Maintenance and Upkeep. Lessee shall, at its sole cost and effort, maintain and upkeep the Premises so as to provide first rate little league ball fields, which are safe to use and enjoy by all Participants and the general public. Lessee shall also keep the Premises free and clear from trash and debris at all times.

17. Future Improvements to the Premises. The following sets forth the rights and

KAU Initials: MR RDP

obligations of Township and Lessee after the effective date of this Lease regarding improvements to the Premises:

a. Existing Baseball Field:

(i) Township shall make available and partition off an area on the inside of the existing barn/storage facility located near right field (the "Quanset Hut") for use by Lessee. The location and size of this area shall be mutually agreed to by the parties. Lessee shall be permitted to use this area of the Quanset Hut for storage of equipment, materials, and other items needed to conduct field maintenance and operations at the Premises. Lessee shall be permitted to restrict access to the interior area of the Quanset Hut reserved for its use hereunder; however, Lessee shall not be permitted to restrict general access into the Quanset Hut.

(ii) Lessee shall pay for and maintain improvements to the grounds and facilities associated with the Existing Field that are intended for and used for playing baseball/softball, including, but not limited to administration and support systems and structures. This includes, but is not limited to, fencing, player seating areas, fan bleachers, food stands, score houses, equipment storage, lighting, equipment, electric, safety measures, materials, and signage. Improvements apply to those facilities/systems which exist and those which may be added by Lessee pursuant to the terms of this Lease. All improvements of any kind, must be approved and authorized by the Township in advance, in the Township's sole discretion, and shall be subject to all of the terms of this Lease.

(iii) Lessee shall be solely responsible for all upkeep and maintenance of the Existing Field, including, but not limited to grass cutting, at its sole cost and expense.

b. Future Field:

(i) Township shall pay for and cause to be performed, grading and associated improvements (drainage, etc) to generally level grade conducive to development of a standard baseball/softball field, of sufficient dimension to allow for full development of the Future Field into a baseball/softball field.

(ii) Lessee shall pay for and maintain improvements to the grounds and facilities associated with the Future Field that are intended for and used for playing baseball / softball, including, but not limited to administration and support systems and structures. This includes, but is not limited to, fencing, player seating areas, fan bleachers, food stands, score houses, equipment storage, lighting, equipment, electric, safety measures, materials, and signage. Improvements apply to those facilities/systems which exist and those which may be added by Lessee pursuant to the terms of this Lease. All improvements of any kind, must be approved and authorized by the Township in advance, in the Township's sole discretion, and shall be subject to all of the terms of this Lease.

(iii) Lessee shall be solely responsible for all maintenance and upkeep of the Future Field, including, but not limited to grass cutting, at its sole cost and expense.

c. Notwithstanding the foregoing, the Township shall be permitted to perform maintenance and upkeep at the Premises, upon prior notice to Lessee. In such event, the Lessee shall reimburse the Township, upon demand, for all cost and expense incurred by the Township in performing such maintenance and upkeep of the Premises.

18. Funding of Improvements. The obligations for payment of future improvements are as indicated in paragraph 17 above. Township agrees to reasonably assist Lessee in applying for and securing grants, donations, gifts, and other monetary, physical asset, or services in kind that would lessen Lessee's direct cost or contribution to such improvements. The amount and type of assistance provided by the Township shall be determined by the Township in its sole discretion, and may consist of legal services, being named as applicant for such grants, donations, gifts, or other security of services that the Township would be eligible to participate in as owner of the Premises. For any repayment obligations associated with securing such funding or services in-kind, Lessee and Township will agree to terms on same on a case by case basis. Notwithstanding this, Lessee reserves the right to obtain other sources of funding and directly pay for improvements if its resources permit.

19. Improvements. Any improvements to the Premises must be approved and authorized in advance by the Township. Any approval by the Township shall be at the Township's sole discretion. Lessee will construct a baseball/softball field and related facilities consistent with its purposes as provided for herein and pursuant to the Township Code and all other applicable statutes, regulations, standards, and requirements. Lessee shall submit all plans for improvements to the Township and must obtain the Township's written approval prior to commencing any work on any improvements. Construction of all improvements must be performed in a good, professional, and workmanlike manner. If Lessee receives the Township's written approval and makes improvements to the Premises, Lessee shall obtain all required permits relating to the construction of such improvements. Lessee understands and agrees that no reimbursement shall be given to Lessee for improvements constructed or made to the Premises during the term of the Lease and that any renovations or improvements made by Lessee shall become the sole property of the Township, without any further consideration.

20. Access. Lessee agrees that representatives of the Township, the Department of Health, and any other Township, State or Federal officials shall have access to the Premises for inspection or other reasonable purposes at any time during normal business hours and, where practicable, upon reasonable advance notice.

21. Sublease/Assignment. Lessee shall not assign the Lease or lease or sublease the Premises or any part of the Premises to any entity(s) or person(s) whatsoever without first receiving the Township's written consent to such an assignment or sublease.

22. Notice. Any notice required hereunder to be given to Lessee shall be sufficient if in writing and sent by certified mail to the KAU Little League, PMB #472, 837 East Baltimore Pike, Kennett Square PA 19348, or such other address as Lessee may provide from time to time for this purpose. Any notice required hereunder to be given to the Township shall be sufficient if in writing and sent by certified mail to the Township, ATTN: Township Manager, 299 Starr Road, Landenberg, PA 19350.

23. Encumbrances. Lessee shall not mortgage or encumber any part of the Premises or improvements thereon under any circumstances, and shall keep the Premises and any improvements thereon, at all times, free and clear of all liens and claims of liens or encumbrances. Lessee shall indemnify and hold harmless the Township of and from all liens and claims of liens or encumbrances, whether valid or not, on the Premises. Lessee further agrees to pay, upon request, all court costs, reasonable attorney's fees and expenses incurred by the Township in defending any such claims of liens or encumbrances.

24. Termination. Should Lessee breach any term or condition of the Lease and after written notice of such default by the Township, fail to cure such default within thirty (30) days after receipt of such notice, or if such default is of such a character as to require more than thirty (30) days to cure and Lessee fails to commence to cure such default through the exercise of reasonable diligence within that thirty (30) day period, the Township may terminate this Agreement immediately upon giving Lessee written notice of the termination and the reason(s) therefore. The parties may also terminate the Lease upon mutual agreement in writing.

At the termination or expiration of the Lease, or any extensions or renewals hereof, Lessee shall promptly remove all its effects (i.e., goods, moveables, and personal property) from the Premises within thirty (30) days and peacefully yield up the Premises to the Township in the same condition as it was at the commencement of the Lease, ordinary wear and tear excepted. Upon termination or expiration of the Lease, or any extensions or renewals hereof, Lessee shall be liable to the Township for any damage to the Premises, ordinary wear and tear excepted. Upon termination or expiration of the Lease or any extensions or renewals thereof, for any reason, any renovations made or improvements constructed by Lessee shall become the sole property of the Township, without further consideration.

25. Enforcement. If it is necessary to bring *any* action against Lessee to enforce any of the provisions of the Lease, the Lessee agrees to pay all amounts incurred by the Township associated with such an action, including, but not limited to, court costs and reasonable attorney's fees.

26. Amendments/Modifications. No amendments or modifications to the Lease shall be valid unless in writing and signed by the Township and Lessee.

27. Integration. This Lease, including Exhibit "A," comprises the entire agreement between the parties hereto relative to the subject matter hereof.

28. Laws of Pennsylvania. The Lease shall be governed by the laws of the Commonwealth of Pennsylvania.

29. Legal Construction. If one or more of the provisions of the Lease is held to be invalid, illegal or unenforceable in any respect, or for any reason, such invalidity, legality, or unenforceability shall not affect any other provision of the Lease, and the Lease shall be construed as if the invalid, illegal, or unenforceable provision had never been included.

30. Headings and Subheadings. The headings and subheadings herein are for

convenience only and shall not be used to limit or amplify any of the provisions herein.

31. Binding Nature of Lease. The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, successors in interest and legal representatives in like manner as upon the original parties, except as provided by mutual written agreement of the parties hereto.

32. Time of the Essence. Time is of the essence with respect to all provisions of this Lease.

33. Prohibition against Recording. Lessee shall not record this Lease without the prior written consent of Township, which consent may be withheld in Township's sole discretion.

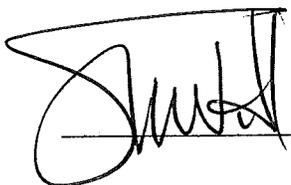
34. No Agency Created. Nothing contained in this Lease shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or a partnership, or of joint venture between the parties hereof, it being understood and agreed that neither the method or computation of rent, nor any provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Lease to be executed by their duly authorized representatives the day and year first above written.

ATTEST/WITNESS:

LESSEE:

KENNETT SQUARE KAU LITTLE LEAGUE

 1/19/10

STEVEN P. WITSIL  
NOTARY PUBLIC  
STATE OF DELAWARE

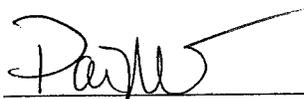
My commission expires March 24, 2010

By:   
Name: Michael Robinson  
Title: President KAU LLC  
Date: 1/19/10

ATTEST/WITNESS:

LESSOR/TOWNSHIP:

NEW GARDEN TOWNSHIP

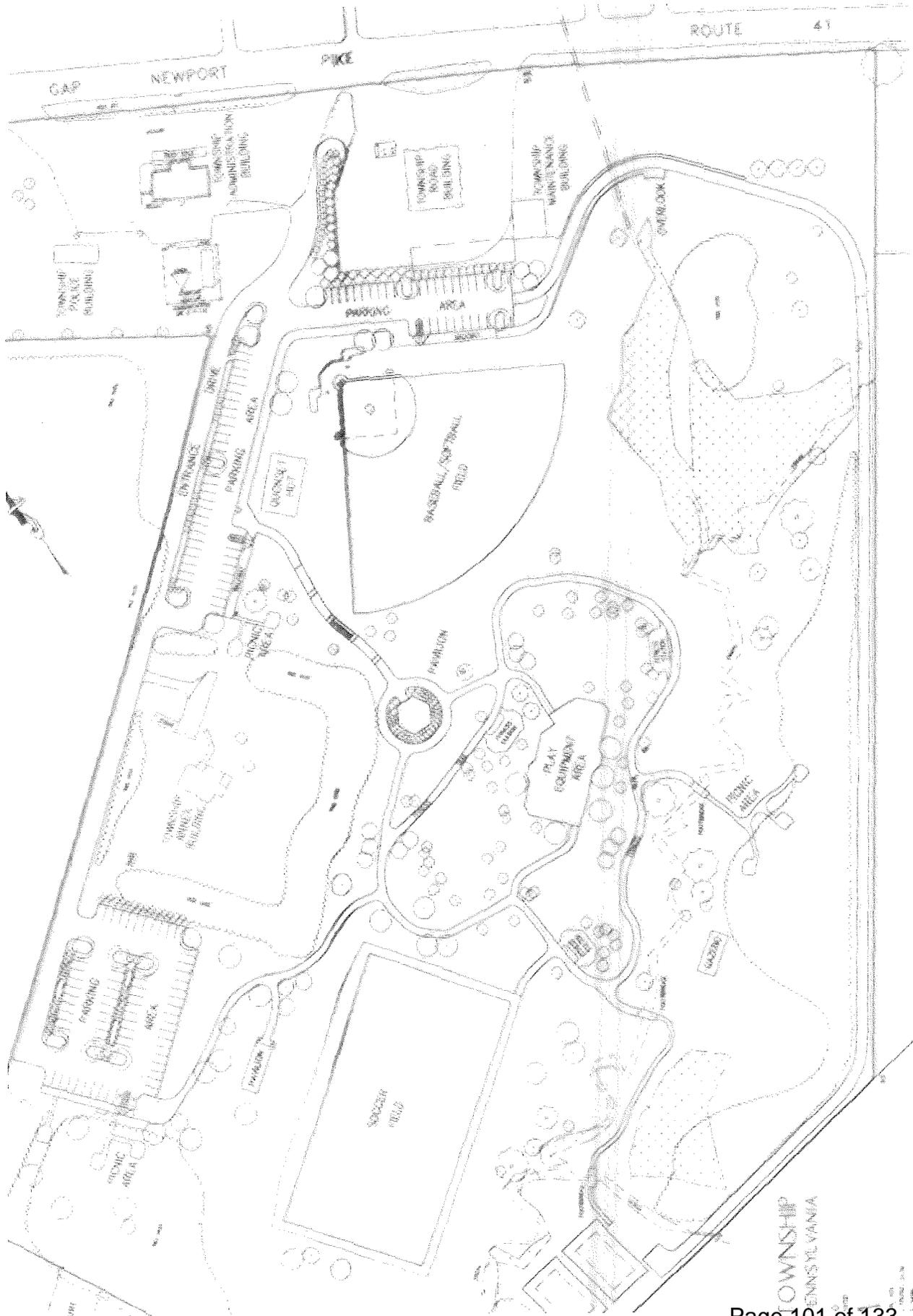


By: Robert Perrotti  
Name: Robert Perrotti  
Title: Supervisor  
Date: 1.26.10

KAU Initials: MR RP

**EXHIBIT "A"**

**SITE PLAN OF LEASED PREMISES**





Field 2

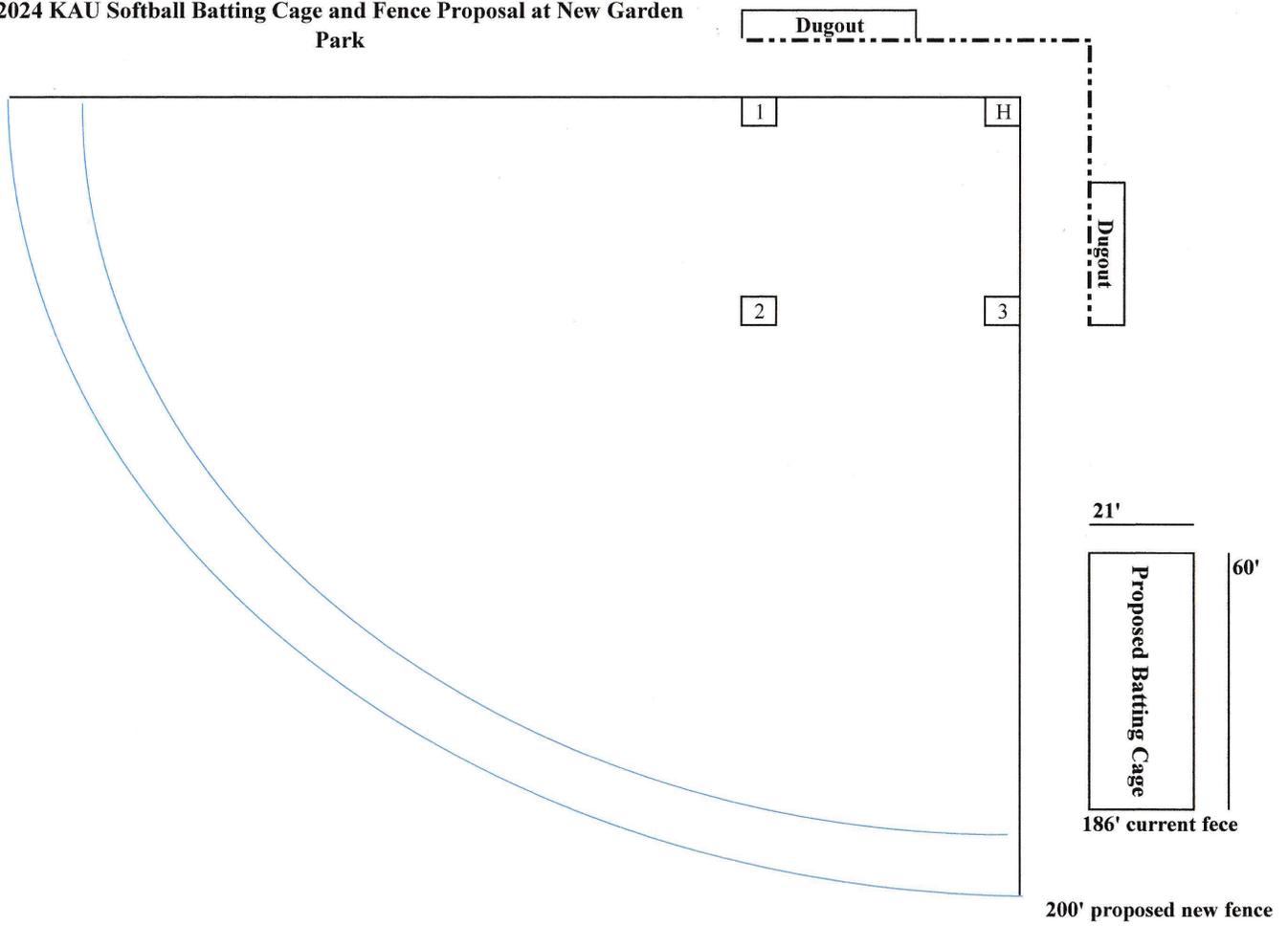
60-3-243  
20.8 AC

60-3-2136  
15.7 AC

New garden  
Township

60-3-2133  
61.1 AC

2024 KAU Softball Batting Cage and Fence Proposal at New Garden Park





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

**REQUESTING DEPARTMENT:** Township Manager

**MEETING DATE:** February 26<sup>th</sup>, 2024

**SUBJECT/TOPIC:** Town Hall Roof Replacement Project

**BACKGROUND:** On July 11, 2023, Pennoni and LHL Consulting (a roofing sub-consultant) conducted an on-site assessment to analyze the structural roofing conditions of New Garden Town Hall. The result of the analysis revealed that several shingles have been replaced over the years due to high winds, with most repairs not performed correctly, leaving shingles non-staggered and in a weakened condition, allowing for leaks and damage to the decking material within the building as well as significant “pitting” of the copper material that comprises ~50% of the roof.

The overall assessment of the roof was that it has reached the end of its useful life with the recommendation to do a complete removal utilizing a single material. Two options were proposed with varying benefits and weaknesses as briefed:

- Asphalt shingle – \$525,000.00 to \$600,000.00
- Metal standing seam – \$900,000.00 to \$975,000.00

The overall project was adopted as part of the FY24 Budget as part of the 5-year Capital Improvement Plan; however, the cash management plan utilized a projected financing model for the lower asphalt shingle option. Given the assessed benefits of the metal standing seam material, and the ability to prepare a flexible bidding option utilizing Omnia to determine the best wholesale general contracting option, staff recommends updating the financing model with specific bidding prices to determine the final solution as approved by the Board of Supervisors.

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

**STAFF RECOMMENDATION:** N/A

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

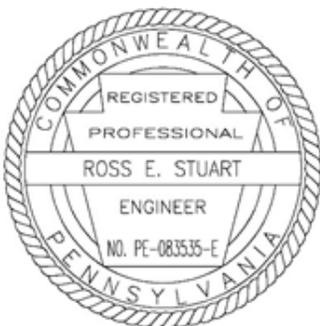
**ATTACHMENTS:**

- 1) *Structural & Roofing Condition Assessment Report – Pennoni Engineering*
- 2) *Township Building Roof Material Comparison – Pennoni Engineering*
- 3) *Town Hall Roof Replacement Brief*

# **STRUCTURAL & ROOFING CONDITION ASSESSMENT REPORT**

## **NEW GARDEN TOWNSHIP BUILDING NEW GARDEN TOWNSHIP, PA**

**AUGUST 24<sup>TH</sup>, 2023**



Ross Stuart, P.E., S.E.  
Associate Vice President, Structural Division Manager  
Pennoni Associates  
PA P.E. License Number PE083535E

**PREPARED FOR:  
CHRISTOPHER HIMES  
TOWNSHIP MANAGER  
NEW GARDEN TOWNSHIP  
299 STARR ROAD  
LANDENBERG, PA 19350**

August 24, 2023

NGTWP21014

Mr. Christopher Himes  
Township Manager  
New Garden Township  
299 Starr Road  
Landenberg, PA 19350

**RE: STRUCTURAL AND ROOFING CONDITION ASSESSMENT REPORT**

Dear Mr. Himes:

The following report summarizes the structural and roofing condition assessment of the above referenced building as performed by Pennoni Associates Inc. (Pennoni) and LHL Consulting, LLC (LHL). LHL is a dedicated roofing sub-consultant to Pennoni.

**SCOPE OF WORK**

The scope of work includes a structural and roofing condition assessment of the existing building located at the above referenced address. A site visit was conducted on July 11, 2023, for the purpose of evaluating and documenting the visually observable and readily exposed and accessible structural and roofing conditions of the building. The assessment included only visual observations of the exposed and readily accessible portions of the building. Observations were made from ground level and from above using a 45-foot articulating boom lift. Limited architectural drawings were made available, originally prepared by HSA (Hooper Shiles Architects) and dated May, 2003. The following report includes a discussion of the observations, analysis, conclusions, and recommendations associated with the assessment.

**INTRODUCTION**

The purpose of this report is to systematically describe the referenced building's structure and roofing, document observations of the exposed and readily accessible areas of the building, analyze those findings, draw conclusions from the analysis, and make recommendations for repairs, if required. Each part of this report that follows (Description, Observation, Analysis, Conclusions and Recommendations) provides our professional opinion as to the current state of the structure and roofing. Supplemental documents including the **Roofing Summary Table and Photographs (Appendix A)**, and **Structural Summary Table and Photographs (Appendix B)**, are provided with this report also.

## DESCRIPTION OF STRUCTURE and ROOFING

The building is a two-story structure built in 2003 with a partially below grade first floor and features a framed balcony and terrace at the rear of the building. The total approximate square footage of the building footprint is approximately 10,000 square feet. The roof is comprised of asphalt shingles and copper metal roofing systems as identified in **Figure 1** below, with the copper metal roofing being approximately 12,000 square feet and the asphalt shingles being approximately 13,000 square feet. Both roofing systems are original to the construction. The roof is supported by 5/8-inch thick plywood roof sheathing which is supported by various sized engineered wood trusses with 2x8 eaves that typically extend beyond the exterior walls. The trusses are supported by a combination of load bearing cold formed metal stud walls and/or load bearing concrete masonry unit (CMU) walls. Although not all roof framing was observable due to rigid ceilings, Pennoni was able to verify that wood roof trusses are present and frame the roof. Access to the roof is via a temporary ladder or lift.

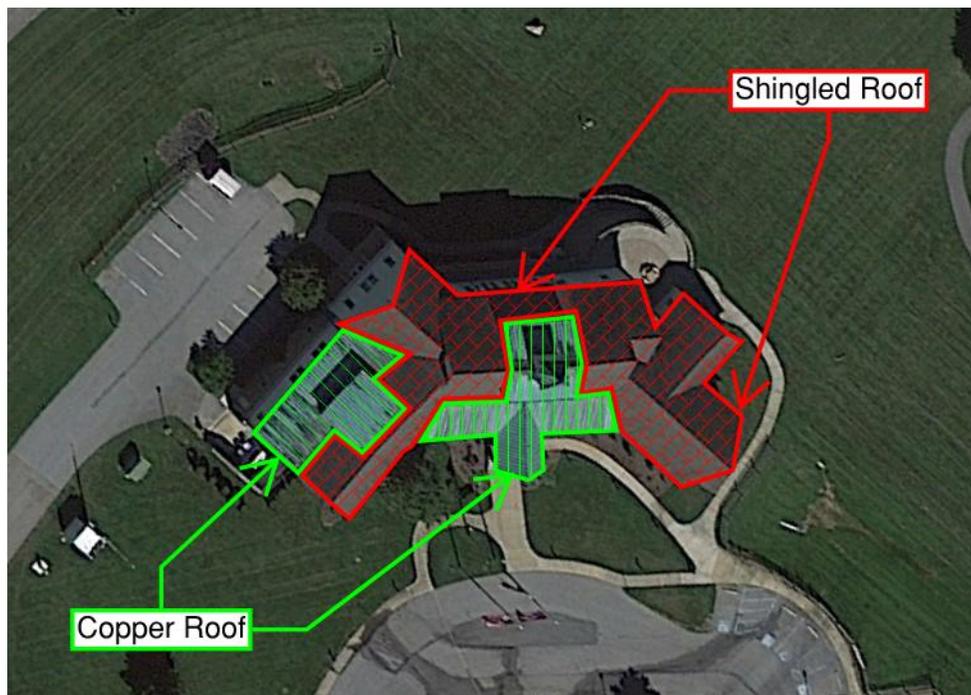


Figure 1: Roofing Legend

## OBSERVATIONS, ANALYSIS & CONCLUSIONS AND RECOMMENDATIONS

Detailed summary tables of the visual assessment observations, analysis and conclusions, and recommendations, including an engineering opinion of the cost associated with the recommended repairs of the observed deficiencies can be found in Appendix A and B for structural and roofing, respectively.

## ENGINEERING OPINION OF COST

A specific break down of each item and its engineering opinion of cost is included in the roofing and structural summary tables in Appendix A and Appendix B. In summary, the overall cost for replacing the roof with a metal standing seam roof system is estimated to be between \$900,000.00 and \$975,000.00, while replacing the roof with asphalt shingles is estimated to be between \$525,000 and \$600,000.00. These numbers do not include engineering services.

## LIMITATIONS

The evaluation of existing structures and roofing requires that certain assumptions be made regarding the existing conditions. Some of these assumptions may not be confirmed without performing additional invasive investigation and/or altering/destroying otherwise adequate or serviceable portions of the structure. Therefore, Pennoni Associates cannot be held responsible for any latent deficiencies which may exist in the structure, but which have not been discovered as a part of the scope of this evaluation.

The opinions and recommendations in this report are based solely on the information provided by the field observations and our engineering experience. The report does not address any other portion of the structure other than those areas mentioned, nor does it provide any warranty, either expressed or implied, for any portion of the existing structure.

If you have any questions or comments, please feel free to contact us.

Sincerely,

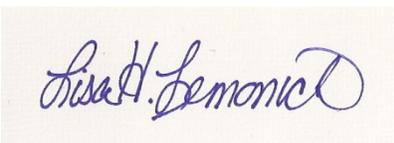
### PENNONI ASSOCIATES INC.



Ross Stuart, P.E., S.E.  
Associate Vice President, Structural Division Manager



Michael Ferraioli, P.E.  
Structural Project Engineer



Lisa H. Lemonick  
LHL Consultants, LLC

***Appendix A:***  
***Roofing Summary Table***  
***And Photographs***

**New Garden Township Building Roofing Condition Assessment Summary**

Location	Item Number	Photos	Observations	Analysis and Conclusions	Recommendations	Engineering Opinion of Cost
Shingled Roofing	R1		<p>Several shingles have been replaced over the years due to high winds, leaving shingles non-staggered.</p> <p>Shingles are curled in many areas.</p> <p>Shingles have a "wavy" look to them on the structure.</p> <p>Ridge vents and gable end vents are installed.</p>	<p>Non-staggered shingles are weaker, although these were repaired, the repair was not performed correctly. Repair shingles need to be feathered in so that a stagger on the shingles remains.</p> <p>Curled shingles are an indication that the shingle is approaching the end of its useful life. Typically, an asphalt shingled roof will have a life expectancy of twenty-five years, however, when severe winds are in the area that same twenty-five shingled roof will need to be replaced between fifteen and twenty years.</p> <p>The "wavy" look on a roof, is caused by leaks. While some leaks will show up within the building some do not. The water will seep through the shingles and pools beneath the underlayment for a long period of time. Over time, the water will make its way through the decking and into the building. While the water is trapped it could also damage the roof decking.</p> <p>Ventilation is important for the life of shingles. A complete roof ventilation would be to have a ridge vent installed, and either soffit or gable end vents to complete the full circulation. In this building's construction, gable end vents and ridge vents were installed, however no soffit vents were observed so a ventilation calculation should be performed to determine if enough ventilation is being provided.</p>	<p>The roof is at the end of its useful life. Although two roofing systems are permitted on a structure per the PA International Building Code, it would be our recommendation to do a complete removal. By doing a complete removal, it will permit the Engineer to inspect the decking from above and replace any boards that are damaged. As far as material to go back with, it would be our recommendation to install metal standing seam or shingles. Bring the ventilation up to today's codes, by installing soffit vents if required.</p> <p>Metal standing seam provides the township with a 30-year warranty with the metal lasting about the same if it is maintained.</p> <p>Asphalt shingles will provide a less expensive approach, but the shingles will only come with a 25-year warranty (for commercial buildings), and have a life expectancy between the 15-20 years.</p> <p>While the initial cost of the metal standing seam roof is higher than the shingles over the life of the roof, the metal works out to be less, and once the metal is approaching the end of its useful life, coatings exist to extend that life.</p>	<p>Metal standing seam roofing - \$35/sqft</p> <p>Asphalt Shingles - \$20/sqft</p> <p>Deck replacement - \$10/sqft</p>

Location	Item Number	Photos	Observations	Analysis and Conclusions	Recommendations	Engineering Opinion of Cost
Gutters and downspouts	R2		Downspout was missing in one location.	We were informed that the downspout had just recently dislodged during a storm and is scheduled to be re-installed.	Install the missing downspout to the underground system.	N/A (maintenance)

Location	Item Number	Photos	Observations	Analysis and Conclusions	Recommendations	Engineering Opinion of Cost
Copper Roof	R3		Lots of pitting of the copper and deteriorated edges.	Copper oxidizes over time giving the patina look. However, the pitting of the copper is an indication that heat and acid compounds have caused corrosion. The corrosion forms pits which over time will create holes in the copper.	<p>Currently, we are not aware of any coating to prevent the corrosion of copper that has been successful, therefore we do recommend a replacement of the copper to a metal standing seam roof.</p> <p>If installed instead of the asphalt shingles in item R1, will impact the overall appearance of the building, but will give the township a single-source warranty for the entire roof.</p>	Metal standing seam roofing - \$35/sqft

Location	Item Number	Photos	Observations	Analysis and Conclusions	Recommendations	Engineering Opinion of Cost
Siding	R4		<p>Although it is not part of the roofing system, several areas of the vinyl siding have come loose from the building. This is causing leaks into the building.</p>	<p>Overtime if not repaired water will damage the sheathing on the inside of the wall and could cause mold and other deterioration inside the building.</p>	<p>Repair or replace the siding.</p>	<p>Cost is between \$2.75 sqft to repair or \$10.50 sqft to replace</p>

***Appendix B:***  
***Structural Summary Table***  
***And Photographs***

New Garden Township Building Structural Condition Assessment Summary

Location	Item Number	Photos	Observations	Analysis and Conclusions	Recommendations	Engineering Opinion of Cost
Rear Balcony / Deck	S1		<p>Biological growth / mildew was observed on the deck fascia board, the wood joists, and the face of the stone wall below the deck.</p>	<p>The growth is likely due to prolonged exposure to moisture, potentially due to roof runoff and the lack of direct sunlight in this area of the building.</p>	<p>Regularly pressure wash any areas that are susceptible to organic growth. Verify that the gutter above the deck area and its associated downspout are not clogged and rainwater is able to fully drain off the roof and through the drainage system.</p>	<p>N/A (maintenance)</p>

Location	Item Number	Photos	Observations	Analysis and Conclusions	Recommendations	Engineering Opinion of Cost
Rear Balcony / Deck	S2		Rotted wood was observed near the through bolts at multiple locations of the deck's wood support brackets.	It appears that the top and bottom of the wood brackets are bolted to galvanized structural steel shapes / plates. Prolonged exposure to moisture at the susceptible through bolt locations has caused the wood to rot around the connections.	Shore the deck framing and replace the damaged wood brackets in kind, painted to match the original.	Approx. \$1500 per bracket
Shingled Roof Areas	S3		In some areas, the roof deck appears to be deflecting between the supporting wood trusses. This creates a "wavy" appearance in the roof / shingles.	The deflected shape of the roof deck is most likely due to leaks. Refer to Roofing Summary Table (Appendix B), Item R1 for additional information.	The actual condition of the wood deck can be observed during construction if/when the roof itself is replaced. Rotted or damaged wood roof deck should be replaced in kind with 5/8-inch thick plywood roof sheathing (V.I.F.) prior to putting on the new roof. Refer to Roofing Summary Table (Appendix B), Item R1 for additional information.	Deck replacement - \$10/sqft

# Memorandum

**TO:** Chris Himes, Township Manager

**FROM:** Nate Cline, P.E, Township Engineer

**DATE:** February 13, 2024

**SUBJECT:** Township Building Roof Material Comparison

---

As requested, please see below and the attached table for a more detailed breakdown of the various attributes of the two roof replacement options:

## **Metal Standing Seam Roof:**

1. Insulation – Rigid insulation would be installed above the roofing deck prior to the installation of the standing seam roof. This is required and included in the cost to perform this work. The insulation value is R-30 and all work is performed from the exterior.
2. Wind – This material will provide excellent performance against the windy conditions present on this site.
3. Sound – Sound within the building is a major consideration. The required R-30 insulation below the metal roof will dampen the sound from volumes currently experienced with the existing copper roof; but noise from the roof will still be present.
4. Future Solar - This roofing system provides major benefits for future consideration of solar panel installation. Solar panels would be installed onto the metal standing seam via a clamping system. The panels are raised above the metal roof, so drainage is never compromised. If a solar panel needs repair, it will not comprise the roofing system. There are no penetrations into the roofing system.
5. Warranty – 30-year unlimited warranty. The agricultural environment in which the Township Building is located will not affect the performance of the aluminum roofing material.
6. Cost – Probable construction cost: \$900,000 - \$975,000.

## **Architectural Asphalt Shingle Roof:**

1. Insulation – does not factor in the cost or installation of new insulation. Insulation would need to be installed separately in the attic space from within the building.
2. Wind – Performance of a shingled roof in wind is not as robust as a metal roof. We will design to a greater than required wind factor, but over time, shingles will be blown off the roof.
3. Sound – A shingled roof provides better acoustical performance inside the building than a metal roof. Noise inside the building could further be decreased by the installation of insulation in the attic.
4. Future Solar – A separate design for solar panel installation would be required at the time of installation taking into account new drainage on the roof, support for the panels, mounting points, and hardware. Penetrations into the roofing system would be required to install the mounting hardware.
7. Warranty – 20-year limited warranty. The agricultural environment in which the Township Building is located will not affect the performance of the asphalt shingle material.
5. Cost – Probable construction cost: \$525,000 - \$600,000

## TOWNSHIP BUILDING ROOFING MATERIAL COMPARISON

	<b>Metal Standing Seam Roof</b>	<b>Architectural Shingle Roof</b>
<b>Insulation</b>	<p>R-30 insulation included and required by code</p> <p>Installed on the exterior of the roof decking</p>	<p>Insulation not included</p> <p>Would need to be installed separately from inside the building</p>
<b>Wind</b>	<p>Strong performance against wind conditions</p> <p>Will typically perform better than a shingle roof</p>	<p>Over time, shingles will blow off due to inherent properties of the roof</p> <p>We can design to a greater than necessary wind factor to improve performance</p>
<b>Sound</b>	<p>Sound will be a consideration inside the building</p> <p>Sound will be dampened from current levels due to the rigid insulation under the metal roof</p>	<p>Better acoustical performance than a metal roof</p> <p>Sound could be improved further by improvements to attic insulation</p>
<b>Future Solar</b>	<p>Installs directly onto the standing seams</p> <p>No drainage concerns</p> <p>No penetration into roofing system</p>	<p>Will require design for panel support and drainage</p> <p>Will require penetrations into roofing system</p>
<b>Warranty</b>	<p>30-year unlimited warranty</p>	<p>For commercial properties, a max 20-year limited warranty (regardless of marketing)</p>
<b>Cost</b>	<p>Probable construction cost:</p> <p>\$900,000 - \$975,000</p>	<p>Probable construction cost:</p> <p>\$525,000 - \$600,000</p>

# Town Hall Roof

February 26<sup>th</sup>, 2024



# Town Hall Roof

New Garden Town Hall is a two-story structure built in 2003 with a partially below-grade first floor and features a framed balcony and terrace at the rear of the building. The roof is comprised of asphalt shingles and copper metal roofing systems as identified below, with the copper metal roofing being approximately 12,000 square feet and the asphalt shingles being approximately 13,000 square feet.



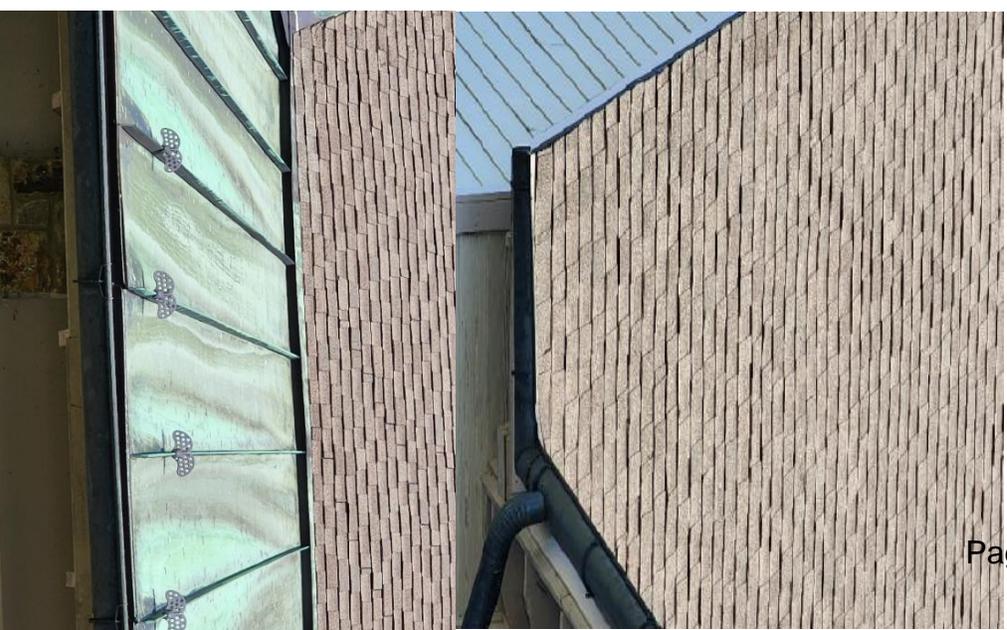
# Town Hall Roof Observations

On July 11, 2023, Pennoni and LHL Consulting (a roofing sub-consultant) conducted an on-site assessment to analyze the structural roofing conditions of New Garden Town Hall.

Observations were made from ground level and from above using a 45-foot articulating boom lift in addition to architectural drawings originally prepared by HSA (Hooper Shiles Architects) and dated May 2003.

## Summary of Findings

- Several shingles have been replaced over the years due to high winds, leaving shingles non-staggered
  - Non-staggered shingles are weaker, although these were repaired, the repair was not performed correctly
    - Repair shingles need to be feathered so that a stagger on the shingles remains
- Shingles are curled in many areas
- Shingles have a “wavy” look to them on the structure
  - The “wavy” look on a roof, is caused by leaks. While some leaks will show up within the building some do not. The water will seep through the shingles and pools beneath the underlayment for a long period of time. Over time, the water will make its way through the decking and into the building. While the water is trapped it could also damage the roof decking
- Lots of pitting of the copper and deteriorated edge
  - Copper oxidizes over time giving the patina look. However, the pitting of the copper is an indication that heat and acid compounds have caused corrosion. The corrosion forms pits which over time will create holes in the copper



# Town Hall Roof Recommendations

## Pennoni Recommendation

“The roof is at the end of its useful life. Although two roofing systems are permitted on a structure per the PA International Building Code, it would be our recommendation to do a complete removal. By doing a complete removal, it will permit the Engineer to inspect the decking from above and replace any boards that are damaged. As far as material to go back with, it would be our recommendation to install metal standing seam or shingles. Bring the ventilation up to today’s codes, by installing soffit vents if required.”

\* *No recommendation for continued use of copper*

### Options Summary

#### Metal standing seam roof

- Longer warranty
- Durability (strong winds, sheeting rain, H2S if sealed)
- Capacity for solar
- Poor sound dampening (w/o added insulation)
- More expensive

#### Asphalt shingles

- Shorter warranty (10 years less)
- Less durable
- Limited solar capacity without compromising weather seal
- Better sound dampening
- Less expensive

	Metal Standing Seam Roof	Architectural Shingle Roof
<b>Insulation</b>	R-30 insulation included and required by code Installed on the exterior of the roof decking	Insulation not included Would need to be installed separately from inside the building
<b>Wind</b>	Strong performance against wind conditions Will typically perform better than a shingle roof	Over time, shingles will blow off due to inherent properties of the roof We can design to a greater than necessary wind factor to improve performance
<b>Sound</b>	Sound will be a consideration inside the building Sound will be dampened from current levels due to the rigid insulation under the metal roof	Better acoustical performance than a metal roof Sound could be improved further by improvements to attic insulation
<b>Future Solar</b>	Installs directly onto the standing seams No drainage concerns No penetration into roofing system	Will require design for panel support and drainage Will require penetrations into roofing system
<b>Warranty</b>	30-year unlimited warranty	For commercial properties, a max 20-year limited warranty (regardless of marketing)
<b>Cost</b>	Probable construction cost: \$900,000 - \$975,000	Probable construction cost: \$525,000 - \$600,000

# Town Hall Roof Financing

As part of the adopted FY24 Capital Planning Budget, the Town Hall Roof project was estimated for \$600,000.00, with a projected financing payment model of 5 years @ 7.5%

	FY 2024 Planned	FY 2025 Planned	FY 2026 Planned	FY 2027 Planned	FY 2028 Planned	Total
Principal	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 600,000.00
Interest (7.5%)	\$ 28,298.83	\$ 28,298.83	\$ 28,298.83	\$ 28,298.83	\$ 28,298.83	\$ 141,494.16
<b>Total Cost</b>	<b>\$ 148,298.83</b>	<b>\$ 741,494.16</b>				

By recommending, the Asphalt shingle option, there would be no impact to the adopted FY24-28 CIP.

With the engineering recommendation for the Metal standing seam option, using the high-end cost of \$975,000.00, with a similar projected financing payment model of 5, 7, and 9 years @ 7.5%, the financial impact is as follows:

	FY 2024 Planned	FY 2025 Planned	FY 2026 Planned	FY 2027 Planned	FY 2028 Planned	FY 2029 Planned	FY 2030 Planned	FY 2031 Planned	FY 2032 Planned
<b>5 Year</b>	\$ 234,444.00	\$ 234,444.00	\$ 234,444.00	\$ 234,444.00	\$ 234,444.00	\$ 1,172,220.00			
<b>7 Year</b>	\$ 179,457.84	\$ 179,457.84	\$ 179,457.84	\$ 179,457.84	\$ 179,457.84	\$ 179,457.84	\$ 179,457.84	\$ 1,256,204.88	
<b>9 Year</b>	\$ 149,303.88	\$ 149,303.88	\$ 149,303.88	\$ 149,303.88	\$ 149,303.88	\$ 149,303.88	\$ 149,303.88	\$ 149,303.88	\$ 1,343,734.92

For the 5-year metal standing seam option, this equates to a net cash increase of **+\$86,145.17** per year from FY24-28.

The net increase financed difference between both options (Asphalt vs. Metal) — **+\$430,725.84**

# Questions?



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

**REQUESTING DEPARTMENT:** Township Manager

**MEETING DATE:** February 26<sup>th</sup>, 2024

**SUBJECT/TOPIC:** Economic Impact Study

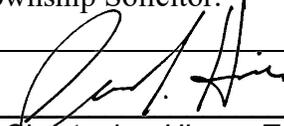
**BACKGROUND:** The first economic development implementation plan goal identified in the 2018 Comprehensive Plan was to consider a market analysis to better understand economic opportunities and gaps in the region to help the Township understand how to market its assets, promote available properties, and create realistic expectations.

As the Township assesses its zoning ordinance, there is value in understanding the return on investment (ROI) of the different types of land use to better analyze the cost-benefit of each zoning type. The Neumann & Associates, LLC proposal will provide the Township with a tax benefit ROI analysis of a mixed-use development consisting of a commercial anchor public-use facility and surrounding ancillary units (residential and commercial) to assist the Township with its consideration of future land use revisions, specifically along the Township’s identified growth corridors.

The Neumann & Associates, LLC proposal was prepared by performing telephonic quotation due diligence based on the proposal cost of \$15,000.00 per Pennsylvania’s base bid amounts as set by the Department of Labor and Industry. Based on the Township’s remaining available ARPA funding of \$36,184.00, the proposal would be fully funded at no expense to the taxpayer.

<b>FINANCIAL IMPACT:</b> <b>Total:</b> • FY24 - \$15,000.00	Budgeted:	YES	NO	<u>X</u>
	Amount Budgeted:	\$0.00		
	Amount Spent:	\$0.00		
	Amount Requested:	\$15,000.00		
	Budget Line Item:	30-406-701 Capital Purchases - ARPA		

**STAFF RECOMMENDATION:** That the Board of Supervisors authorizes the Township Manager to approve and sign the proposal by Neumann & Associates, LLC at a cost not to exceed \$15,000.00, pending final review by the Township Solicitor.

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

**ATTACHMENTS:**

- 1) New Garden Township Economic Impact Study Proposal - Neumann & Associates, LLC

# Neumann & Associates, LLC

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February 7, 2024

Mr. Chris Himes  
Manager  
New Garden Township  
299 Starr Road  
Landenberg, PA 19350

Dear Chris:

The purpose of this letter agreement is to set forth the terms and conditions that have been agreed upon by Neumann & Associates, LLC (“Consultant”) and New Garden Township (“Client”) (collectively the “Parties”) regarding consulting services to be provided by Consultant to Client. It is understood that Client wishes to retain Consultant to provide Client with an economic impact analysis of a new multi-purpose public assembly commercial anchor facility (“Facility”) and accompanying ancillary development in New Garden Township, PA.

In this regard, the Parties have agreed as follows:

**1. Scope of Work**

- a. Consultant will generate a comprehensive development budget with the input and guidance of Client. The budget will consider conceptual and estimated development costs for the Facility, infrastructure improvements, and all ancillary development within the feasible acreage of the development.
- b. Consultant will model the financial operations of the Facility and the planned ancillary projects over a 25-year period. The estimated operations will be based upon the input of Client and the planned building program for the Facility and ancillary development to include the following developed structures in proximity of the Facility:
  - Residential units – Total feasible supportive units within the developable area
  - Commercial buildings – Total feasible supportive gross square footage within the developable area
  - Infrastructure – Transportation, utilities and stormwater costs associated with the developable area
- c. Consultant will quantify the one-time benefits of construction based upon the development budgets and the appropriate local labor data. These benefits will be analyzed for the construction period and applied to a multiplier model to understand the indirect benefits.

- d. The impacts will consider the Facility and the ancillary projects. Consultant will also coordinate with Client regarding local taxing policies and apply appropriate rates to measure the tax impacts.
  - Tax impacts to consider include State, County and Local revenue to include:
    - Property tax
    - Act 511 tax – Earned income, local services, transfer, amusement
- e. The estimated financial operations for the Facility and the ancillary development will inform the analysis of the recurring benefits of operation. The analyzed benefits will include on-site spending as well as off-site spending and annual total tax revenue based on the assessable value and performance of the Facility and ancillary development.
- f. The data will be applied to a multiplier model to understand the indirect benefits. Again, Consultant will coordinate with Client regarding local taxing policies and apply appropriate rates to measure the tax impacts.
- g. Consultant will issue a final written report and all analyses. The findings will identify the direct and indirect benefits of construction, recurring operation of the Facility, recurring operation of the ancillary development, and the recurring visitor spending. The benefits will be measured in economic activity, jobs supported, and earnings supported. Lastly, the tax benefits will be quantified and detailed at the State, County and Local levels.

## **2. Compensation**

- a. In consideration for Consultant completing the scope of work defined above, Client agrees to pay Consultant a fee of Fifteen Thousand Dollars (\$15,000.00).
- b. Upon completing the scope of work, Consultant will submit an invoice to Client for the agreed upon Fee.
- c. Client will pay Consultant in full within ten (10) business days of receipt of said invoice.

## **3. Schedule**

- a. Consultant will complete the scope of work and deliver the final report on or before **TBD**.
- b. Completion of the scope of work and delivery of the final report is dependent upon Consultant receiving all requested information from Client on or before **TBD**.

## **4. Confidentiality** – All information and materials provided to Consultant by Client to assist Consultant in the performing of its obligations hereunder, shall be held in strict confidence by Consultant. Any materials containing any such confidential information shall be returned to Client, at its request, at the expiration of this Agreement. This confidentiality shall survive the Term and the duties and obligations set forth in this paragraph shall be reciprocal with respect to any confidential information received by Client from Consultant. The Parties further agree that the terms of this Agreement, including and without limitation financial terms and consideration received by either party, shall be deemed confidential information.

## **5. Indemnification** – Client shall, and hereby does undertake to hold Consultant free and harmless from and indemnify Consultant against any and all loss to, claims of, damages to, expenses of, or injuries to any person, property (including reasonable outside attorney's fee incurred by Consultant), which may be claimed or levied against Consultant, based upon, or relating to, any of Consultant's services hereunder. This indemnity shall survive any termination or expiration of

this Agreement.

6. **Governing Law** – The rights and obligations of the Parties hereto shall be governed by and construed in accordance with the internal substantive laws of the Commonwealth of Pennsylvania, without regard to Pennsylvania’s choice of law doctrine. Each party hereby irrevocably and unconditionally agrees not to commence any legal action relating to this Agreement except in state or federal court located in Chester County, Pennsylvania and agrees not to plead or claim in any such court that any such action brought has been in an inconvenient forum.
7. **Status of Parties** – At all times during the Term of this Agreement, Consultant and Client shall be and remain independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any sponsorship, joint venture, agency, or employment relationship between the Parties or their respective agents, employees, or representatives, other than that of independent contractors. Further, at no time shall Consultant have the power or authority bind Client to any obligation of any type or kind.
8. **Effect** – The Parties hereby acknowledge that the services provided under this Agreement are unique and personal in nature. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and to their respective successors and permitted assigns.
9. **Entire Agreement** – This Agreement expresses and contains the entire agreement between the Parties, and supersedes and replaces any prior or contemporaneous agreements, understandings, or arrangements between the parties, whether verbal or written. This Agreement may not be modified or amended except by a written instrument signed by both Parties.
10. **Headings** – The headings contained in this Agreement are for reference and convenience purposes only and are not to be used or construed in the interpretation of the terms and provisions of this Agreement.

If the foregoing meets with your understanding of the terms and conditions agreed upon by Consultant and Client regarding this Agreement, please so indicate by signing, dating, and returning one copy of this Agreement to my attention.

Sincerely,

**Neumann & Associates, LLC**

By: Richard W. Neumann

AGREED TO AND ACCEPTED BY:

**New Garden Township**

By: \_\_\_\_\_

Date: \_\_\_\_\_



**NEW GARDEN TOWNSHIP**

**RESOLUTION 2024-004**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW GARDEN TOWNSHIP AUTHORIZING AND DESIGNATING THE TOWNSHIP MANAGER AS THE OFFICIAL TO EXECUTE DOCUMENTS FOR THE TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM REIMBURSEMENT GRANT AGREEMENT**

WHEREAS, New Garden Township, Chester County, Pennsylvania, desires to enter into a Transportation Alternatives Set-Aside Program Reimbursement Grant Agreement with the Commonwealth of Pennsylvania through the Pennsylvania Department of Transportation; and

WHEREAS, said Agreement will require a signature.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of New Garden Township, Chester County, that the Township Manager of said Municipality be authorized and directed to execute and submit the Transportation Alternatives Set-Aside Program Reimbursement Grant Agreement on its behalf.

RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest

NEW GARDEN TOWNSHIP

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
David Unger

\_\_\_\_\_  
Kristie Brodowski

\_\_\_\_\_  
Stephen Allaband

\_\_\_\_\_  
Ted Gallivan

\_\_\_\_\_  
Troy Wildrick

I, Christopher Himes, Secretary of the Board of Supervisors of New Garden Township, Chester County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted at a regular meeting of the Board of Supervisors held on the 26<sup>th</sup> day of February, 2024.

TOWNSHIP OF NEW GARDEN  
CHESTER COUNTY, PENNSYLVANIA

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Date

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Christopher Himes, Secretary