

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
WORKSHOP
Tuesday, February 23, 2010
7:00 PM

1. Pledge of Allegiance
2. Moment of Silence
3. Advanced Geo Service
4. Minutes of 2/16/10
5. Invoices
6. Deer Management Ordinance
7. Westtown joint bid for refuse
8. Liberty Towers
9. Pension
10. Sewer Rate Ordinance
11. Sewer letter to resident
12. Recommendation of Residents Advisory mission statement
13. Electric Purchases
14. Comp Plan
15. Traditions Update
16. Review Action List
17. Any Other Matter
18. Liaison reports
19. Subdivision, Land Development, CU & ZHB applications
20. Public Comment

WORKSHOP
6.
DEER MGT bmm
2-17-10

EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. 129 - -10

AN ORDINANCE OF EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 163 OF THE EAST GOSHEN TOWNSHIP CODE, TITLED, "PARKS AND RECREATION AREAS," SPECIFICALLY SECTION 163-2, TITLED "DEFINITIONS" TO ADD VARIOUS DEFINITIONS AND TO AMEND THE DEFINITIONS OF "ACTIVE PARK" AND "PASSIVE PARK"; TO AMEND SECTION 163-3.N(1); TO DELETE SECTION 163-3N(3); TO RENUMBER EXISTING SECTION 163-4, TITLED, "VIOLATIONS AND PENALTIES" TO BE SECTION 163-5; AND TO ADD A NEW SECTION 163-4, TITLED "RULES AND REGULATIONS FOR THE USE OF CERTAIN TOWNSHIP PASSIVE PARKS FOR THE TOWNSHIP'S DEER MANAGEMENT PROGRAM."

BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Goshen Township that Chapter 163 of the Code of the Township of East Goshen, titled, "Parks and Recreation Areas" shall be amended as follows:

SECTION I. The following definitions shall be added to Section 163-2:

ARCHER- A person who shoots with a bow and arrow or crossbow, a bowman.

ARCHERY- the art or practice of shooting with a bow and arrow or crossbow, bow hunting.

BOW HUNTING- hunting with a bow and arrow or crossbow; archery.

BOARD- the Board of Supervisors of East Goshen Township.

TOWNSHIP- East Goshen Township.

SECTION II. The definition of "Passive Park" in Section 163-2 is amended to read as follows:

"PASSIVE PARK- A park that is intended to remain as permanent open space which is primarily maintained in a relatively natural and/or landscaped setting and which is designated by the Park Board for pastoral enjoyment and low intensity recreational

activities such as walking trails, nonmotorized biking, running, rollerblading, picnic areas, bird watching and similar activities. A passive park is not intended to be used for organized athletic activities or events by individuals or athletic teams or clubs or for group picnics, theatrical events, national holiday events and similar formal group activities. If approved by the Board of Supervisors by Resolution, a passive park may be used for deer hunting as part of the Township's Deer Management Program strictly in accordance with the regulations in Section 163-4 of this chapter and all rules and regulations governing the Deer Management Program as established by Resolution of the Board and amended from time to time."

SECTION III. The definition of "Active Park" in Section 163-2 is amended to add the following sentence at the end:

"An active park may not be used for any hunting."

SECTION IV. Section 163-3.N(1) shall be amended to read as follows:

- (1) No person, other than a sworn police officer or other law enforcement officer engaged in the performance of his or her official duties, shall discharge any firearm within the limits of any active park or passive park as defined in this Chapter. No person shall shoot a bow and arrow or crossbow within the limits of any active park or passive park as defined in this Chapter, unless they are participating in a deer management program pursuant to Section 163-4 of this Chapter.

SECTION V. Section 163-3.N(3) shall be deleted.

SECTION VI. Section 163-4, titled "Violations and penalties" shall be renumbered to be Section 163-5.

SECTION VII. A new Section 163-4 shall be added which shall provide as follows:

"§163-4. Deer Management Program.

A. **Purpose.** In response to a rising level of traffic accidents involving deer, an increase in the incidence of lyme disease, increased damage to private landscaping and the depletion of the understory in the Township's woodlands, the Township organized and appointed a Deer Management Committee (the "Committee") in January of 2007 to study the deer population in the Township. The Committee issued a formal Open Space Deer Management Program in April of 2008 which was approved by the Board on August 4, 2008. The provisions in this Section 163-4 are adopted to

1 implement the goals of the Deer Management Program and allow the controlled hunting
2 of whitetail deer by bow and arrow and cross bow in certain Township owned open
3 space by organizations experienced in bow hunting for the purpose of deer
4 management. The provisions in this Section 163-4 outline the rules and regulations that
5 govern the use of certain Township owned open space which has been designated as
6 "Passive Parks" for the Deer Management Program.

7 B. **Use of Certain Passive Parks for Deer Management Program.** The
8 Board may authorize the use of certain designated Passive Parks owned by the
9 Township for deer bow hunting in accordance with the regulations in this Section 163-4.
10 The Board shall annually designate by resolution which Township owned Passive
11 Parks, if any, may be used for whitetail deer bow hunting in accordance with this
12 Section 163-4. The Township shall post outwardly facing signs informing the public that
13 bow hunting will occur within the designated Passive Park.

14 C. **Designation of Areas Within a Passive Park Which May be Used for**
15 **Deer Hunting as Part of the Deer Management Program.**

16 There shall be no bow hunting within 50 feet from any Passive Park property line,
17 150 feet from any occupied structure or dwelling and 450 feet from any Passive Park
18 property line where the adjoining property is used as a playground, school or day care
19 center.

20 D. **Selection of Organizations Which May Participate in the Deer**
21 **Management Program.**

22 Annually the Board may designate by Resolution which organizations, if any, are
23 authorized to participate in the Township's Deer Management Program. Organizations
24 who seek permission to participate in the Township's Deer Management Program shall

submit an application on forms supplied by the Township in accordance with procedures established by the Board by Resolution.

E. Hunting Procedures

(1) Hunting is limited to only the use of bow and arrow, including cross bows. No firearms may be used in any hunting activity within the Township.

(2) Archers may not harvest albino, "piebald", or otherwise "mostly white" deer.

(3) Archers must adhere to all rules and regulations of the Pennsylvania Game Commission and all laws of the Commonwealth of Pennsylvania. If the Game Commission's rules and regulations and the regulations in this Section 163-4 conflict, the more restrictive rules shall govern.

(4) Archers must park and enter hunting areas in designated locations as prescribed by the Township. The archers' vehicles must display a parking tag which identifies that the person is participating in the Township's Deer Management Program.

(5) Archers must hunt from temporary tree stands provided by the Archer. Archers must use a safety harness to ascend or descend from a tree and while hunting. The installation of the tree stand may not harm the tree and must be secured when not in use. All tree stands must be removed by the end of the hunting season. Hunting is not permitted anywhere except from the tree stand.

(6) Archers shall not make any attempt to harvest a deer while any non-archer is within 150 feet of the targeted deer.

(7) While hunting, archers must carry personal identification and written evidence that they have authorization from the Township to hunt in the designated area.

1 (8) All arrows must have identification information visible on the arrow
2 and be retrieved after they are shot.

3 (9) Archers must remove all harvested deer immediately after shooting.

4 (10) Archers may field dress harvested deer in a location that is
5 generally out of sight of the public. Remains may be left behind provided that they are
6 buried in the ground in an area away from likely access by the public.

7 (11) Archers may not field dress a deer on private property unless
8 written authorization from the private property owner is provided.

9 (12) Archers must remove all material and equipment brought into the
10 hunting area, including all arrows.

11 (13) Baiting of deer is permitted using up to 5 gallons of corn per day.

12 F. **Scheduling of Hunting.** The Board shall establish the days and times when
13 hunting may occur as part of the Deer Management Program by Resolution which may
14 be amended from time to time.

15 G. **Reporting Requirements.** The Board shall establish by Resolution the
16 requirements for organizations and persons who participate in the Deer Management
17 Program to report information to the Township concerning deer which are harvested on
18 Township owned land.

19 H. **Complaints.** The Board shall establish by Resolution procedures for persons
20 to report complaints concerning activities conducted on Township owned land pursuant
21 to the Deer Management Program.

22 I. **Additional Regulations.** The Board may establish additional guidelines and
23 procedures to implement the Deer Management Program by Resolution, which can be
24 amended from time to time.

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SECTION VIII. Severability. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION IX. Repealer. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION X. Effective Date. This Ordinance shall become effective five days after its enactment as law provides.

ENACTED AND ORDAINED this _____ day of _____, 2010.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Joseph M. Gill, Secretary

Donald R. McConathy, Chairman

Thom Clapper, Ph.D., Vice-Chairman

Carmen R. Battavio, Member

E. Martin Shane, Member

Senya D. Isayeff, Member

Smith, Rick

From: Rick Smith [rsmith@eastgoshen.org]
Sent: Wednesday, February 17, 2010 11:08 AM
To: 'Bob Layman'; 'emcneely@west-chester.com'; 'Casey LaLonde'; 'mlynch@eastbradford.org'; 'Cary Vargo'; 'Hugh Murray'
Subject: RE: trash collection

Bob

We are also in our last year.

I will ask the question and get back to you.

Rick Smith, Township Manager
East Goshen Township

From: Bob Layman [mailto:rlayman@westtown.org]
Sent: Wednesday, February 17, 2010 11:04 AM
To: emcneely@west-chester.com; 'Louis Smith'; 'Casey LaLonde'; mlynch@eastbradford.org; 'Cary Vargo'; 'Hugh Murray'
Subject: trash collection

Westtown bids out for trash and recycling collection Township wide. We are currently in the third year of a three year contract (but there is an option for an additional two years – which gives us some flexibility). My Board is interested to see if any of the other area municipalities would be interested in doing a joint bid.

Do we want to Do A Joint Bid
for TRASH with Westtown?

Memo
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380
Voice (610) 692-7171
Fax (610) 425-8950
E-mail rsmith@eastgoshen.org

Date: February 18, 2010
To: Board of Supervisors
From: Rick Smith, Township Manager
Re: Liberty Towers

I meet with the Mike Hofe and Eric Sivertsen of Liberty Towers and Rich Lemanowicz, their attorney on Wednesday.

They would definitely like to put a tower in this area. I advised them that towers are permitted in the Industrial and Business Park Zoning District, so that they would need to work out a deal with a one of the property owners in one of those Districts.

As you know there is are towers in both West Goshen and Willistown, and while we have several antennas on existing structures, there appears to be a "hole" in the area around the Township Building at least as far as some of the phone companies are concerned.

They were aware of the Township's interest in possibly locating a tower on Township property, and would like to participate in that process. I advised them I would forward their request to the Board for your consideration,'

That being the case, it would seem that space on a tower located at the Public Works Annex would be very attractive and profitable.

A possible revenue source would be to solicit bids for the right to construct a tower on Township property.

Thomas J. Anderson & Associates, Inc.

MUNICIPAL PENSION SPECIALISTS

Workshop
9.
TJA

415 MCFARLAN ROAD, STE 104
KENNETT SQUARE, PA 19348
(610) 925-1810 FAX (610) 925-1814
www.tja-inc.com

February 3, 2010

Mr. Rick Smith
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

RE: Proposed Defined Contribution Plan

Dear Rick:


In accordance with your request, the following are the fees that would be associated with the proposed defined contribution pension plan:

- . Preparation of the actuarial report as of January 1, 2010 - individual comparative statement 3,500
- . Preparation of the defined contribution pension ordinance 600
- . Annual consulting services related to the defined contribution pension plan 2,500
- . Required Act 205 actuarial report (prepared every other year) 1,200 every other year)

Rick, it is important to note that the January 1, 2010 actuarial report would not be required to be prepared if the Township did not offer its current employees the option to covert from the existing defined benefit to the defined contribution pension plan.

Please advise me if the Township wishes to proceed with the actuarial report. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,


THOMAS J. ANDERSON
TJA/da

SEE NEXT PAGE

Thomas J. Anderson & Associates, Inc.

MUNICIPAL PENSION SPECIALISTS

296
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JAN 20 2010

1/26/10

PER BOS GET
COST FOR

① ACCOUNT BALANCE
STATEMENT

② PENSION ORDINANCE

January 18, 2010

Mr. Rick Smith
Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

RE: Non-Uniformed Pension Plan

Dear Rick:

I am writing as a follow-up to our January 13th meeting as it pertains to modifying the benefit structure of the Township's Non-Uniformed Pension Plan.

Currently, the Non-Uniformed Pension Plan maintains a defined benefit structure. The cost associated with funding this plan changes every two years. The increase or decrease in the Township's obligation is based upon investment return, individual ages, plan benefit structure, salary increases, disabilities, and death of plan participants.

An alternative to maintaining a defined benefit pension plan would be a defined contribution pension plan. A defined contribution pension plan is simplistic in determining your municipality's annual obligation. The Township determines the employer's contribution percentage and then this figure is multiplied by the employees' annual salary in order to determine the Township's obligation. The Township's obligation is not determined by any economics or demographic conditions.

Page Two

The defined contribution pension plan could be designed to minimize a Township's obligation such as requiring that a participant must be a member of the plan on December 31st in order to be eligible for an employer contribution, and utilizing forfeiture account balances to offset a future employer contribution.

As we discussed, in order to avoid any dissatisfaction with the current employees, the Township could elect to continue to maintain the current plan but any new hires would become participants in the new defined contribution pension plan. The Township also could offer a one-time opportunity for current active members of the defined benefit plan to voluntarily convert their membership to the defined contribution plan. Enclosed are examples of a voluntary election form and account statement that the current active employees could be given if the Township considers the possibility to convert membership between plans.

In proposing this alternative pension plan, the Township would be able to begin to reduce its annual obligation for the future. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,



THOMAS J. ANDERSON

TJA/da

Enc.

EAST GOSHEN TOWNSHIP LETTERHEAD

I, _____ have been advised of my pension options by the Township of East Goshen.

The Township of East Goshen is considering offering a one-time opportunity to allow current active members of the Non-Uniform Defined Benefit Pension Plan to voluntarily convert their membership to the newly formed Defined Contribution Pension Plan. I understand that if I voluntarily transfer my participation to the Defined Contribution Pension Plan, I am terminating my participation in the Defined Benefit Pension Plan and forfeiting all pension benefits within this Plan. All prior service that has accrued with my participation in the Defined Benefit Pension Plan will be fully transferred to the Defined Contribution Pension Plan. It is also understood that my transferable account balance provided to me as of January 1, 2010, will be transferred from the Defined Benefit Pension Plan and be deposited into the Defined Contribution Pension Plan. I understand that I have until February 28, 2010 to make this voluntary election and after which time, transfer of participation between plans will no longer be available. I have been given the opportunity by the Township of East Goshen to ask any questions relating to the Defined Benefit Pension Plan, the Defined Contribution Pension Plan, and the transfer of my participation. I understand my pension options and have voluntarily elected to transfer my participation from the Non-Uniform Defined Benefit Pension Plan to the Non-Uniform Defined Contribution Pension Plan.

Print Employees Name

Date of Election

Signature of Employee

Witness by East Goshen
Twp. Official

EAST GOSHEN TOWNSHIP

NON-UNIFORM PENSION PLAN

Proposed Defined Contribution Pension Plan for new full-time employees hired on or after January 1, 2010. New hires would not be eligible for participation within the Township's current Defined Benefit Pension Plan.

Summary of Proposed Plan

- . Employer rate of contribution - __% of payroll
(TO BE DETERMINED)
- . Employer contribution would be given to employees who are members of the Plan as of December 31st of each year
- . Employees' contributions would not be required
- . Vesting schedule - (POSSIBLE SCENARIO)
 - Less than 5 years of service - 0%
 - 5 or more years of service - 100%
- . Employee eligibility requirements for participation include completion of 6 consecutive months of full-time employment
- . Date Plan to be established - January 1, 2010
- . Possible Opportunity for current full-time employees to transfer into new Plan

6086

NONUNIFORMED PENSION PLAN
ACCOUNT BALANCE STATEMENT

Employee Name:

Normal Retirement Under Current Plan	01-Apr-27	
Date of Hire	18-Mar-02	
Years of Service	5.79	
Vested Interest Under Current Plan	0%	
Vested Interest Under New Plan	100%	
Transferable Account Balance as of:	01-Jan-08	\$5,541.37

Participants become fully vested in their accounts attributed to employer contributions in accordance with the following schedule:

Current Plan (Defined Benefit Pension Plan):		
Less Than Ten (10) Years	:	0%
Ten (10) Years or More	:	100%
New Plan (Defined Contribution Pension Plan)		
Less Than Five (5) Years	:	0%
Five (5) Years or More	:	100%

This statement is meant to outline the amount available to you if you were to transfer your membership from the Defined Benefit Pension Plan (Current Plan) to the Defined Contribution Pension Plan (New Plan). If a conflict should arise between this outline and the governing plans' documents, the governing plans' documents would preside.

This statement was prepared as of:	01-Jan-08
------------------------------------	-----------

SEWER

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bpgg

EAST GOSHEN TOWNSHIP

CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. 129 - F - 08

AN ORDINANCE OF EAST GOSHEN TOWNSHIP,
CHESTER COUNTY, PENNSYLVANIA, AMENDING
CHAPTER 188 OF THE CODE OF EAST GOSHEN,
TITLED, "SEWER", SPECIFICALLY SECTION 188-3
TITLED "RATES FOR CLASSIFICATIONS OTHER THAN
THOSE DISCHARGING INDUSTRIAL WASTE" AND
SECTION 188-4 TITLED "METER RATES"

BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Goshen Township that the East Goshen Township Code is amended as follows:

SECTION I. Section 188-3, titled "Rates for Classifications Other Than Those Discharging Industrial Waste," shall be deleted and replaced with the following:

"§ 188-3. Fixed Rate for classifications other than those discharging industrial waste.

Customer Classification	Rental
Each Single Family Dwelling Unit	\$23.53 per quarter
Each Multifamily Dwelling Unit	\$23.53 per quarter
Each Apartment Dwelling Unit	\$23.53 per quarter
Each commercial or industrial	\$23.53 per quarter

In addition each of the units listed above shall be charged the appropriate Variable Rate as set forth in Section 188-4.

A. Multiple use. In the case of more than one use in a single establishment or in the case of more than one apartment, multifamily dwelling unit, commercial or industrial establishment in one building and each thereof having the use of the sewer system through one sewer connection, each unit or establishment shall be charged the applicable rates set forth as though each thereof were in a separate structure and as though each thereof had a direct and separate connection to the sewer system.

B. Reserved.

2586

1 C. The Fixed Rate shall be established and set from time to time by
2 resolution of the Board of Supervisors."

3
4 **SECTION III.** Section 188-4, titled "Meter Rates" shall be deleted and replaced
5 with the following:

6
7 **"§ 188-4. Variable Rate.**

8
9 A. The variable rate for Single Family Dwelling Units, Multi Family Dwelling Units
10 and Apartment Dwelling Units shall be as follows:

11
12 1. The quarterly variable rate shall be based by averaging the
13 quantity of water used during the fourth quarter of one year and the first quarter of the
14 succeeding year as evidenced by meter readings of water meters installed by the water
15 supplier for the purpose of measuring water purchased from said water supplier and/or
16 such other meters or measuring devices as may be installed pursuant to any provisions
17 of this article and shall be subject to the minimum charges hereinafter provided:

18
19 2. The Variable Rate shall be seven dollars and three cents (\$7.03)
20 per 1,000 gallons of water used for users connected to the East Goshen Township
21 Sewer System as measured pursuant to § 188-5 in the quarter.

22
23 3. Single Family Dwelling Units not served by public water shall be
24 charged a variable rate equal to the average of the variable rate for all of the Single
25 Family Dwelling Units on public water.

26
27 4. The owner of a Single Family Dwelling Unit that is not served by
28 public water may at his or her expense install a water meter. Upon the completion of a
29 fourth quarter first quarter cycle the variable rate shall be based on that property owners
30 water meter readings. Thereafter the variable rate shall be as calculated in §188-4.A.1.

31
32 5. The owner of a new Single Family Dwelling Unit that is served by
33 public water shall be charged a variable rate equal to the average of the variable rate for
34 all of the Single Family Dwelling Units on public water until the completion of a fourth
35 quarter first quarter cycle. Thereafter the variable rate shall be as calculated in §188-
36 4.A.1.

37
38 6. The new owner of a new Single Family Dwelling Unit that is served
39 by public water shall be charged a variable rate equal to the average of the variable rate
40 for all of the Single Family Dwelling Units on public Water until the completion of a
41 fourth quarter first quarter cycle. Thereafter the variable rate shall be as calculated in
42 §188-4.A.1

43
44 7. The owner of Multi Family Dwelling Unit that is served by public
45 water, but does not have an individual water meter, shall be charged a variable rate
46 calculated by dividing the average water consumption for the fourth quarter of one year
47 and the first quarter of the succeeding year for all of the Multi Family Dwelling Units in
48 the development by the total number of Multi Family Dwelling Units in the development.

3076

1 8. The owner of a new Multi Family Dwelling that is served by public
2 water, but does not have an individual water meter shall be charged a variable rate
3 equal to the average of the variable rate for all of the Multi Family Dwelling Units on
4 public water until the completion of a fourth quarter first quarter cycle. Thereafter the
5 variable rate shall be as calculated in §188-4.A.

6
7 9. The owner of a Multi Family Dwelling that is served by public water
8 but does not have an individual water meter may at his or her expense install a water
9 meter. Upon the completion of a fourth quarter first quarter cycle the variable rate shall
10 be as calculated in §188-4.A.

11
12 10. The owner of a property that contains Apartment Dwelling Units
13 that is served by public water shall be charged a variable rate calculated by averaging
14 the quantity of water used during the fourth quarter of one year and the first quarter of
15 the succeeding year as evidenced by meter readings of water meters installed by the
16 water supplier for the purpose of measuring water purchased from said water supplier.

17
18 11. The Variable Rate shall be established and set from time to time by
19 resolution of the Board of Supervisors.

20
21 B. The Variable Rate for commercial and industrial establishments shall be as
22 follows:

23
24 1. The quarterly sewer rates or charges shall be based on the
25 quantity of water used as evidenced by meter readings of water meters installed by the
26 water supplier for the purpose of measuring water purchased from said water supplier
27 and/or such other meters or measuring devices as may be installed pursuant to any
28 provisions of this article and shall be subject to the minimum charges hereinafter
29 provided:

30
31 2. Seven dollars and three cents (\$7.03) per 1,000 gallons of water
32 used for users connected to the East Goshen Township Sewer System as measured
33 pursuant to § 188-5 in the quarter.

34
35 C. The Variable Rate for commercial and industrial establishments connected to
36 the East Whiteland Sewer System shall be as follows:

37
38 1. Two dollars and sixty cents (\$2.60) per 1,000 gallons of water for
39 users connected to the East Whiteland Township Sewer System, as measured pursuant
40 to § 188-5 in the quarter.

41
42 D. Regardless of water consumption, the minimum quarterly charge for
43 sanitary sewage for any use shall be the Fixed Rate as established in §188-4A.

44
45 **SECTION IV. Severability.** If any sentence, clause, section, or part of this
46 Ordinance is for any reason found to be unconstitutional, illegal or invalid, such
47 unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining
48 provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the
49 intent of the Board of Supervisors that this Ordinance would have been adopted had

such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION V. Repealer. All ordinances or parts of ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION VI. Effective Date. This Ordinance shall become effective in five days from the date of adoption.

ENACTED AND ORDAINED this _____ day of December, _____.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Secretary

Donald R. McConathy, Chairman

Thom Clapper Ph.D, Vice-Chairman

Me. Martin Shane, Member

Carmen Battavio, Member

Senya Isayeff, Member

EAST GOSHEN TOWNSHIP RESIDENTS ADVISORY GROUP

Mission

The mission of the East Goshen Residents Advisory Group is to develop recommendations for the East Goshen Board of Supervisors to improve the financial position of East Goshen Township through the following:

- improvements to Township processes and procedures
- modification of Township services or programs
- optimization of Township assets
- identification of possible revenue enhancements

The Residents Advisory Group will remain cognizant of the East Goshen Township Vision, Values and Mission Statement (attached) during the course of their review.

Scope and Responsibilities

The Residents Advisory Group will engage in a comprehensive review of all aspects of the Township's operation, including but not limited to Administration, Code Enforcement, Financial, Public Works, Recreation, Refuse & Recycling and Sewer. They review will any activity, program, policy, procedure, process, operation, contract, agreement or plan that generates or consumes Township resources.

The Residents Advisory Group is strictly advisory in nature. It will make observations, provide analyses and make recommendations. Approval and implementation of any of the Residents Advisory Group's recommendations will be solely the discretion of Board of Supervisors.

Residents Advisory Group Composition

The Residents Advisory Group will be composed of seven volunteers, all residents of East Goshen Township, and all approved by the East Goshen Township Board of Supervisors. The Residents Advisory Group and sub-groups may use appropriate outside expert resources, as needed. Like the Residents Advisory Group, any outside resources will be asked to provide their services pro bono; however, if needed the Residents Advisory Group, with the approval of the Board of Supervisors, may engage paid consultants.

Completion Date

The projected completion date is October 1, 2009.

February 19, 2010

VISION:

Endeavor to be one of the premiere communities in Chester County by continually improving the quality of life while, at the same time, managing growth and development in a manner consistent with the protection of our environment and preservation of our natural and historic resources.

VALUES:

Resident Satisfaction – Our residents are the reason we exist. We will continually strive to anticipate, understand and meet our residents' needs and expectations so East Goshen remains the preferred community in Chester County.

Fiscal Responsibility – We will operate the Township in a manner that will minimize the financial impact on our residents.

Employee Value – We will provide every employee with the necessary support, training and opportunity to achieve their personal potential and realize job satisfaction. We will recognize commitment and excellent performance. We will seek and respect their opinion.

Health, Welfare and Safety – We will place a high value on the health, welfare and safety of our employees and the public.

Integrity – We will act and conduct out activities in a manner that preserves the confidence of our residents and avoids the appearance of impropriety. We will treat the public with respect.

Environmental Commitment – We will plan for growth and development and conduct our business in a manner that protects our environment and preserves our natural resources, including wildlife.

Heritage – We will protect our historic trees, buildings and architecture, and recognize our rural and agricultural heritage.

MISSION:

East Goshen will provide the basic infrastructure and services to ensure the health, safety and welfare of our residents, to enhance the quality of life, protect the environment and natural and historic resources, and provide for a balanced tax base to support the services the residents desire.

February 17, 2010

Dear Sewer Users,

East Goshen Township will implement metered sewer billing starting with the April 1, 2010 bill. This letter will explain our metered billing process and provide some data on the impact to your sewer bill.

The current flat rate sewer billing system does not take into account the different levels of usage that occurs between households. Under the metered billing system your sewer bill will be based on your water usage.

Your sewer bill will be comprised of two parts – a fixed rate and a variable rate.

The fixed amount is based on the fixed costs to operate the sewer system. The fixed cost per quarter for 2010 and the first quarter of 2011 will be \$23.53 regardless of how much water you use.

The variable portion of the bill will be based on the water usage provided to the Township by AQUA PA. We intend to average your 4th quarter 2009 and 1st quarter 2010 water usage. This approach avoids the variations in water use that occurs in the spring and summer from swimming pool use, irrigation systems and gardening.. The variable amount for 2010 and the first quarter of 2011 will be \$7.03 per 1,000 gallons of water used.

I have attached a question and answer sheet for your use.

Please give me a call at 610-692-7171 or e-mail me at rsmith@eastgoshe.org if you have any questions or need additional information.

Sincerely,

Louis F. Smith, Jr.
Township Manager

Enclosure

Metered Billing Questions & Answers
February 17, 2010

Why are we changing? - Under the current flat rate system the homes in the Township on public sewer were divided into classes; i.e. single family, multi-family and apartments. Your bill was based on the average usage for each class of user. While this type of billing system is easy to administer, homeowners who use less than the average are subsidizing homeowners that use more than the average. Under a metered billing system your bill is based on what you use.

What can't the sewer bill be based on actual water usage for each quarter? - This option was considered. However, the data from AQUA PA indicates that usage jumps dramatically in the second and third quarter. This is probably because of swimming pool use, irrigation systems and gardening. Under this option a number of homeowners would be paying for water that does not enter the sewer system.

What is the difference between the fixed rate and variable rate? - The fixed rate was calculated by totaling those costs that are not dependent on the amount of sewage that is treated then dividing the result by the number of units that are connected to the sewer system. Some examples of fixed costs would be insurance, postage, printing, processing of payments, etc.

The variable rate covers those costs that are dependent on the amount of sewage that is treated water that is used. Examples of some variable rate costs would be electric, chemicals and maintenance & repair of the system.

How will my bill be calculated? - The Township will charge you the flat rate of \$23.53 plus the variable rate. The variable rate will be determined by taking your average usage for the fourth quarter of 2009 and the first quarter of 2010. You will charge you at the rate of \$7.03 per thousand gallons of water used. Your quarterly bill will be the total of the flat rate and the variable rate.

I have public water but I do not get an individual bill from AQUA. How will my bill be calculated? - A number of the townhouse and condominium communities do not have individual water meters for each of their units. Instead they have one or more meters for the entire community. If this is your situation the bill for each homeowner will be based on the average usage of all of the units in your community.

When will my quarterly bill change? - Under the meter billing program the next change in your quarterly bill, if one occurs, would not happen until April of 2011.

I have a well. How will my bill be calculated? - If you live in a single family home and have a well your water usage will be based on the average usage for all of single family homes on public water.

What is the average usage for a single family home? - Based on the 4th quarter of 2008 and the 1st quarter of 2009 the average usage is about 17,000 gallons per quarter or about 185 gallons per day.

I have a well and I believe that I use less water then the average. What can I do? - If you believe that you will use less then the average single family home you have the option to install a water meter at your expense.

I have a swimming pool, irrigation system or I garden. What can I do? – The metered billing program was specifically designed to minimize the impact for those activities. If you anticipate using significant amounts of water, during the fourth and first quarter you could install a seperate meter to measure that water at your expense.

I have public water and I do not get an individual bill from AQUA. Can I put in my own meter? - You could install a water meter at your expense.

What kind of water meter do I need? –The water meter must be installed in accordance with AQUA PA requirements and must be either a:

Sensus (5/8 X ¾) Model SR11 - 6 wheel – gallon meter with a Sensus Encoder wall mount Remote

Available at L/B Water Services, Ephrata, PA (717) 738-0389
HD Supply, Burlington, NJ (609) 499-1990

or,

Neptune (5/8 X ¾) Model T-10 6 wheel gallon meter with
Available at Rio Supply, _____ (800) 390-8060

How much does it cost to install a meter? – There are a number of variables but you could expect to spend \$500 to \$700 to have a metered installed. We would encourage you to obtain more then one quote and to analyze the pay back period.

When will the Township bill me based on the water meter I installed? – Once you have completed a fourth quarter/first quarter cycle, the Township will bill you based on your usage.

What if I sell may home? – If you sell your home you should advise the prospective buyer that the sewer rate will be based on the average usage for your type of dwelling until the new owner has completed a fourth quarter/first quarter cycle.

What if I buy a new home? – Your sewer rate will be based on the average rate for your type of dwelling until you have completed a fourth quarter/first quarter cycle.

What if I buy a home? - Your sewer rate will be based on the average rate for your type of home until you have completed a fourth quarter/first quarter cycle.

What if I have a water leak during the fourth or first quarter? – If AQUA PA adjusts your water bill submit a copy of the paperwork to the Township and we will adjust your bill.

What will my new sewer bill be? – If you receive a bill from AQUA PA you could multiply the usage for the month of January by 3. Divide the result buy 1,000 then multiply that result buy

1 \$7.03. This would give you your variable rate which when added to the fixed rate of \$23.53
2 gives you an estimate of your new sewer bill.
3

4 **Is there an easier way?** – Yes, attached is a list of estimated sewer bills based on usage during
5 the fourth quarter of 2008 and the first quarter of 2009.
6
7
8
9

10 F:\Data\Shared Data\Finance Dept\Sewer\Metered Billing\2010\Q & A.doc

DRAFT

13.
21 pgs

Memo
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice (610) 692-7171

Fax (610) 425-8950

E-mail rsmith@eastgoshen.org

Date: February 19, 2010
To: Board of Supervisors
From: Rick Smith, Township Manager
Re: Electric Purchases

Enclosed is a copy of the Memorandum of Understanding from Co-eXprise that would allow use to participate in the County of Chester Contract for the purchase of electricity.

I spoke to Pete Navaro at the County about this he noted that Bucks, Montgomery and Chester County spent over a year doing research and soliciting proposals on this matter. I would add the Chester County Intermediate Unit is also participating.

It is my understanding that this is a case in which bigger is better and I would suggest that you authorize me to execute the Memorandum of Understanding.

2021



February __, 2010

Rick Smith
Township Manager
East Goshen Township
1580 Paoli Pike
West Chester PA 19380

Re: Memorandum of Understanding ("MOU") to Participate in County of Chester Agreement,
contract I.D. # 11900, with Co-eXprise, Inc. dated December 17, 2009 (the "Contract")

Dear Mr. Smith:

To assist with the challenges of procuring energy in today's highly volatile market, the County of Chester is extending to your organization the opportunity to participate in its electricity procurement Contract with Co-exprise, Inc. which was awarded on December 17, 2009. For your convenience, the Contract is attached to this MOU as Exhibit A and is incorporated by reference.

If the entity listed above elects to participate, sign below and email to Co-eXprise at ccracraft@co-exprise.com or fax to Co-eXprise at (724) 933-1150. By signing this MOU, you are representing that you have signature authority for the entity listed above and are agreeing that the entity listed above shall participate in the Contract, including the applicable terms and conditions of the Contract (Exhibit A), the term and conditions set forth in Exhibit B (attached hereto), and those of any negotiation, either manual quotes or reverse auctions that may be conducted thereunder.

Please do not hesitate to contact Chris Cracraft, Sales Director for Co-eXprise Energy MarketPlace, at (724) 933-1180 or ccracraft@co-exprise.com if you have any questions regarding this matter.

Best Regards,

William R. Blair
CEO, Co-eXprise, Inc.

Accepted and Agreed:

William R. Blair
CEO
Co-eXprise, Inc.

Date: _____

Rick Smith
Township Manager
East Goshen Township

Date: _____

BEST MARKET PRICE DELIVERED.

Co-exprise, Inc. 3000 Hooktree Road, Suite 200, Wexford, PA 15090
tel: 724-933-1180 fax: 724-933-1150 www.co-exprise.com



Exhibit A

The Contract

Ag 21

COUNTY OF CHESTER

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is made and entered into this 17th day of December, 2009, by and between the County of Chester (hereinafter called "County") and Co-eXprise, Inc., 6000 Brooktree Road, Suite 200, Wexford PA. 15090 (hereinafter called "Co-eXprise").

WITNESS

WHEREAS, the County deems it necessary and in the best interest to engage a firm to assist in obtaining electrical service for various County facilities; and,

WHEREAS, the Southeastern Pennsylvania Counties Cooperative Purchasing Board (SPCCPB) along with the Chester County Intermediate Unit (CCIU), School Districts, and any and/or all municipalities throughout the County may desire to participate; and,

WHEREAS, Co-eXprise possesses the expertise to provide said services to the County and all participants that shall be included as part of this Agreement.

NOW, THEREFORE, County, including all participants, and Co-eXprise agree as follows:

1. SCOPE OF SERVICES:

Co-eXprise shall provide all services required to obtain the lowest cost electrical service for the electrical accounts associated with this Agreement as an independent Contractor and not as a County employee for any purpose. Co-eXprise will diligently and conscientiously devote its time and attention and commercially reasonable best efforts to render professional services as indicated and to the extent required by County.

CoeXprise will perform such professional services as described in this Agreement along with and otherwise consistent with the Electricity Supply Acquisition Management

Services Proposal dated August 5, 2009 and the MarketPlace Sourcing Agreement (Attached hereto as Schedule 1 and its Exhibit A), including any addenda thereto.

2. NON-DISCRIMINATION:

Co-eXprise shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap.

3. TERM OF AGREEMENT:

This Agreement shall begin on the date set forth above and continue as required by the County contingent upon the results of the term of procurement for electricity and in accordance with the term set forth on Schedule 1. The County also reserves the sole right to extend the agreement period in the best interest of the County for additional terms as may be necessary.

4. TERMINATION:

This Agreement may be terminated upon thirty (30) days' written notice by either party at any time; or upon incapacity of Contractor. In the event of termination, County shall pay Contractor for work performed specifically for the County and to the satisfaction of County up to the effective date of the termination; provided however that in the event of such termination for convenience wherein County has approved of Contractor's publication of an RFQ or RFP, County shall be obligated to pay the equivalent of the Transaction Fee, as defined below, for the longer of a twelve month period or the term of the energy supply agreement that is subsequently awarded. Termination as stated above shall also apply to each participating agency.

5. METHOD OF PAYMENT:

County agrees to pay Co-eXprise and Co-eXprise accepts as full payment the transaction fee of \$ 0.0007 cents per kWh, or \$ 0.70 cents per mWh per year for electricity purchased specifically for County and associated facilities (the "Transaction Fee"). Said transaction fee shall be included as an adder and will be paid directly to Co-eXprise by the successful provider of electricity to the County. It is the responsibility of Co-eXprise to secure payment from the provider once the County effectuates payment to said provider; provided however that in the event that the successful provider fails to pay Co-eXprise, the County shall provide reasonable assistance to require such supplier to pay and in the event that such efforts are unsuccessful, the County agrees to pay the Transaction Fee directly to Co-eXprise, if not already paid to provider or will otherwise reduce the amount of its monthly bill proportionately. The County has the option to renegotiate the fee above on behalf of all participants in the event that each participant with a consumption quantity that exceeds 9,000,000 kWh per year is aggregated and has a total annual combined and/or collective quantity of electricity exceeding 250,000,000 kWh per year.

Co-eXprise acknowledges that Internal Revenue Service (IRS) regulations may require that County withhold Social Security, Medicare or other taxes from payments due Co-eXprise. Such withholding shall not constitute default under this Agreement. Co-eXprise shall not be entitled to receive any "employee" benefits from County including, for example, pension or health insurance.

6. RECORD MAINTENANCE:

Co-eXprise agrees to maintain records relating to the performance of the services hereunder as required by County. Such records shall be open for inspection to County and to such agents of County as are designated during reasonable business hours.

7. SOLE CONTRACTOR:

Co-eXprise agrees that it shall be County's sole contractor under this Agreement and Co-eXprise accepts full responsibility for the performance of any sub-contractors. All provisions of this contract shall apply equally to any subcontractors. Co-eXprise agrees to indemnify, defend and hold County harmless from and against all claims, losses, expenses (including reasonable attorney's fees), demands or judgments ("Claims") which result or arise out of the gross negligence or willful misconduct of Co-eXprise or its officers, agents, servants, subcontractors or employees under this Agreement for personal injury or property damage as well as for any employment, tax, withholding, discrimination or other employment related claims concerning Co-eXprise's employees or subcontractors. County agrees to indemnify, defend and hold Co-eXprise harmless from and against all Claims which result or arise out of (i) the gross negligence or willful misconduct of County or its officers, agents, servants, subcontractors or employees under this Agreement for personal injury or property damage, (ii) any employment, tax, withholding, discrimination or other employment related Claims concerning County's employees or subcontractors, and (iii) any Energy Purchase Agreement, or any other agreement that the County enters into pursuant to this Agreement.

8. DEFAULT/RESOLUTION:

If Co-eXprise or County defaults in its performance under the Terms and Conditions of the Agreement, the defaulting party shall be notified promptly in writing. If the

defaulting party fails to resolve a default within thirty (30) days after notification or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this Agreement will be terminated.

9. UNACCEPTABILITY:

Co-eXprise agrees, if found to be unacceptable by the County for reasonable cause, to replace any individual on their project team upon reasonable request of County. The County has the sole right to accept or reject any individual assigned to this project by Co-eXprise.

10. WORKERS' COMPENSATION IMMUNITY/ACT:

Co-eXprise hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the County. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. @481(b)] of said Act.

Co-eXprise accepts, in so far as the work covered by any such contract is concerned, the provisions of the Workers' Compensation Act and any reenactments, supplements or amendments thereto.

11. INSURANCE:

Co-eXprise agrees, if it is a corporation or employer, to carry Workers' Compensation and Unemployment Compensation per statutory requirements. If motor vehicle travel is associated with performance, Co-eXprise agrees that it carries and will continue to carry Automobile Liability insurance. An original certificate of insurance, showing

Automobile Liability, Workers' Compensation, General Liability and Professional Liability insurance coverage (if applicable to the work) made out to the County of Chester, will be submitted by Co-eXprise to County along with this signed Agreement.

Insurance requirements are as follows:

Commercial General Liability: Occurrence form (ISO 10/01 or equivalent)
Each policy and Certificate of Insurance shall contain an endorsement naming the County of Chester as an Additional Insured. **If Additional Insured language is not shown, contract will not be processed.**

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal/Advertising Injury
\$1,000,000	Each Occurrence

(Any restrictive endorsements must be included)

Workers' Compensation & Employer's Liability:

PA Statutory Coverage
Employers Liability - Statutory Limits

Automobile Liability (Business): (only if contract involves transportation of persons or goods)

Covering "Any" Automobile used in connection with contract.
\$1,000,000 Combined Single Limit

Professional Errors and Omissions Liability: (only if contract involves performance of a recognized professional service)

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate

Claims-made basis acceptable for *Professional Errors and Omissions*.

If coverage on insurance policy is due to expire before the end of the contract period, it is the responsibility of the vendor to provide an updated Certificate of Insurance to the County prior to the expiration date. If coverage should expire prior to completion date

shown on contract, the County reserves the right to withhold payment(s) until updated Certificate is provided.

12. INDEPENDENT CONTRACTOR:

Co-eXprise certifies that it is totally independent of any company or contractor that may perform work for the County regarding this contract and that Co-eXprise will not receive any remuneration or commission of any kind from any such vendor, other than the specified and agreed amount of the Transaction Fee described above which is actually paid by the awarded supplier on behalf of the County, as a result of Co-eXprises's performance under this Agreement.

13. CONFLICT OF INTEREST:

Co-eXprise will inform the County in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of this Agreement following notification by County to Co-eXprise, (allowing Co-eXprise a reasonable opportunity to respond) where same is not corrected by Co-eXprise within a reasonable time period after notice.

14. ACCESS TO DOCUMENTS:

County shall, to the extent required by the Pennsylvania Right to Know Act(65 P.S. Section 66.1 et.seq.) be provided access to any computations, plans correspondence or other pertinent data and information gathered by, developed, or computed by Co-eXprise under this Agreement.

15. CONFIDENTIALITY: Co-eXprise agrees not to share any information with regard to this agreement unless approved in writing by the parties.

16. PUBLIC OFFICIAL AND EMPLOYEES ETHICS ACT:

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

17. NOTICE:

Notices under this Agreement shall be directed to:

For Co-eXprise:

Nicholas J. Seitanakis, EVP of Shared Services and General Counsel
Co-eXprise, Inc.
6000 Brooktree Road, Suite 200
Wexford, PA 15090

Phone #: 724-933-1180

For County:

Peter T. Navarro, Director of Procurement and General Services
County of Chester
2 N. High Street, Suite 145
West Chester, PA 19380-0991

Phone #: 610-344-6325

18. AUTHORITY:

The Chester County Commissioners, upon acceptance and approval of this Agreement with Co-eXprise, hereby authorize the County of Chester, Director of Procurement & General Services the authority, on behalf of the County, to enter into and be the signatory for any agreement entered into with an electrical provider as a result of this Agreement.

19. SOLICITATION:

Co-eXprise and County both agree not to solicit, hire, contract with or engage the employment or services of any employee or former employee of Co-eXprise or County during the period of and for one year after the termination of the Agreement without written approval. Co-eXprise and County agree that such approval will not be unreasonably withheld.

20. THE SOUTHEASTERN PENNSYLVANIA COUNTIES COOPERATIVE PURCHASING BOARD:

The Southeastern Pennsylvania Counties Cooperative Purchasing Board is an organization of the following County Governments for the purpose of purchasing commodities and services which lend themselves to cooperative purchasing, all in accordance with the applicable provisions of P.L. 526, April 29, 1937, P.L. 544, July 28, 1941 and P.L. 509, July 9, 1959: Berks, Bradford, Bucks, Chester, Delaware, Lancaster, Lehigh, Montgomery and Northampton.

**Known Participating Counties are
Bucks, Chester, and Montgomery**

21. JOINT PURCHASES WITH MUNICIPALITIES AND OTHER PARTICIPATING ENTITIES:

In accordance with the provisions of Act of July 12, 1972, No. 180, P.L. 762, as amended, of the Commonwealth of Pennsylvania, the County of Chester has adopted a Resolution which permits participating municipalities to purchase off contracts for goods and services or equipment entered into by the County. The County has also enacted an Ordinance in accordance with the provision of the Act of December 19, 1996, P.L. 1158, No. 177, Section I which authorizes joint purchases with private or parochial schools and human services agencies (such as member libraries of the Chester County Library System) on contracts which the County has awarded for its own purposes. Co-eXprise

Understands and agrees to the following:

- * The purchase requirements of the participating municipalities, schools or non-profit human services agencies (referred to hereafter as "participating entities") are not included in the quantities shown in this Agreement.
- * All members of the Southeastern Pennsylvania Counties Cooperative Purchasing Board and other participating entities whose individual combined consumption quantity exceeds 9,000,000 kWh per year are to be offered the same prices, terms and conditions as those contained in any agreement between the County and Co-eXprise resulting from this Agreement.
- * Participating entities will be responsible for contracting with the electrical Provider.
- * The County of Chester will not be responsible in any way for any participating entity.

22. CHANGES/MODIFICATIONS:

This Agreement contains the full understanding of the parties. Any modifications to be effected are to be in writing signed by the parties.

23. LAWS OF COMMONWEALTH:

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

24. Complete Understanding; Modification.

This Agreement, the Electricity Supply Acquisition Management Services Proposal, the MarketPlace Sourcing Agreement and the Co-eXprise MarketPlace Sourcing Software standard clickthrough agreement constitute the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by both parties hereto.

14 of 21

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

Co-eXprise:

William R. Blair 12-17-09
Signature of Authorized Official

William R. Blair, CEO
Typed Name & Title of Authorized Official

Witness for Contractor:

Nicholas J. [Signature]
Signature

COUNTY OF CHESTER:

Arnold F. [Signature] 12-17-09
Chairman, County Commissioners

Carol A. [Signature] 12-17-09
Commissioner

Harri [Signature] 12-17-09
Commissioner

Witness for County:

W. Wayne [Signature] 12-17-09
Chief Clerk

CONTRACT ID: 4000



15 821

Schedule 1

MarketPlace Sourcing Agreement: Energy

This Agreement ("Agreement") is entered into as of _____, 2009 (the "Effective Date") by and between Co-eXprise, Inc. ("Co-eXprise") located at 6000 Brooktree Road, Suite 200, Wexford, Pennsylvania 15090, Chester County, with a principal place of business located at 2N High Street, Suite 145, West Chester, Pennsylvania 19380-0991435, and other government entities that elect to participate in the Agreement by signing a memorandum of understanding that incorporates this Agreement with energy consuming accounts identified in Exhibit A, as may be amended from time to time (collectively referenced as "Client" and/or Chester County is individually referenced as "County").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Co-eXprise agrees:

- a) in accordance with the Co-eXprise MarketPlace Process (defined herein), to seek the least cost procurement solution at the time of purchase of electricity or natural gas for the Client accounts listed in Exhibit A ("Client Commodity Category");
- b) to enter into an "Energy Purchase Agreement" on Client's behalf, so long as the purchase represents a net savings or is a likely least cost solution at the time of such purchase, wherein the Energy Purchase Agreement shall mean a contract awarded to supplier for the purchase of Client Commodity Category;
- c) to accept payment for its services hereunder by collecting a transaction fee ("Transaction Fee"), which may be paid by Client or suppliers and may be included in the cost of energy bills provided by suppliers; and
- d) to execute the Co-eXprise MarketPlace Process, wherein the "Co-eXprise MarketPlace Process" means one or more of the following (depending on the Client's elections):
 - (1) Co-eXprise collects data in an effort to determine requirements regarding Client Commodity Category;
 - (2) Co-eXprise works with Client to develop the information for, and/or write, a Request for Quote ("RFQ"), wherein the RFQ specifies and defines the Client Commodity Category on which potential suppliers are to bid;
 - (3) Co-eXprise works with Client to research, identify and solicit potential suppliers to participate in a Negotiation Event (as defined herein);
 - (4) Co-eXprise contacts each supplier identified by Client and/or Co-eXprise to participate in a Negotiation Event;
 - (5) Co-eXprise submits the RFQ to suppliers, manage supplier communication regarding the RFQ, and update the RFQ accordingly. In order for a supplier to participate in a Negotiation Event, such supplier must agree to abide by the terms of the RFQ and submit bids during a Negotiation Event. The RFQ includes, without limitation, a non-disclosure provision concerning Client confidential information and a non-collusion provision with respect to a Negotiation Event. Co-eXprise shall have no liability or responsibility for the actions of any suppliers including, without limitation, suppliers who: (i) refuse to agree to the terms of the RFQ; (ii) breach the terms of the RFQ; and/or (iii) refuse to participate in a particular Negotiation Event;
 - (6) Co-eXprise assists Client in defining a negotiation strategy, structuring bid lotting formats, and establishing negotiation bid parameters;
 - (7) Prior to the Negotiation Event, Co-eXprise trends energy markets via applicable market indices;
 - (8) Co-eXprise reviews supplier Energy Purchase Agreements and discusses certain commercial provisions with Client on or before ten (10) business days prior to the Negotiation Event;
 - (9) During the Term (defined herein) of this Agreement, Co-eXprise conducts one or more Negotiation Events and shall provide each approved supplier access to a Negotiation Event. "Negotiation Event" means a defined time period and date on which suppliers will submit contractible bids via an online negotiation ("Online Negotiation") and/or a paper based negotiation ("Paper Based Negotiation") regarding the Client Commodity Category; provided that a Negotiation Event shall not include an energy procurement wherein Client does not accept bids from suppliers and instead Client agrees to pay the then-current readily available default/tariff pricing from Client's electric distribution company ("EDC") or local distribution company ("LDC"). Co-eXprise acknowledges that Client retains the ability to reject any and all bids submitted during a Negotiation Event and Co-eXprise shall continue to conduct Negotiation Events until Client enters into an Energy Purchase Agreement.

2. Client agrees:

- a) that Co-eXprise has the exclusive authority, to the extent consistent with the terms and conditions of this Agreement, and the Electricity Supply Acquisition Management Services Proposal, on behalf of Client, to select and contract with all suppliers participating in the Co-eXprise MarketPlace Process but Co-eXprise is not in any way responsible for the delivery of energy pursuant to an Energy Purchase Agreement;
- b) to refrain from negotiating with suppliers that are not participating in the Co-eXprise MarketPlace Process ("Non-Participating Suppliers"); to promptly forward to Co-eXprise all bid proposals from Non-Participating Suppliers, wherein such proposals shall include a price and/or a corresponding contract ("Non-Participating Contractible Bid"); and instruct Non-Participating Suppliers that Co-eXprise has been exclusively engaged to procure energy on behalf of the Client;
- c) to make available to Co-eXprise all information regarding its energy bills and consumption of energy;
- d) to review, revise (if necessary), and approve contract provisions of the Energy Purchase Agreements on or before six (6) business days prior to the Negotiation Event, wherein the proposed Energy Purchase Agreements shall be executable as of the day of the Negotiation Event;
- e) to be obligated by Energy Purchase Agreements executed on its behalf by Co-eXprise and to abide by the terms of such agreements, including full and timely payment of all bills from suppliers; failure to abide by an Energy Purchase Agreement and/or to fully pay energy bills in a timely manner may, among other things, result in termination of this Agreement, termination of Energy Purchase Agreements, and likely increased costs for energy;



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- f) to the extent set forth in the Agreement at Paragraph 5 entitled Method of Payment, to require Suppliers to pay the Transaction Fee to Co-eXprise that is included in cost of energy bills provided by Suppliers.
3. **Transaction Fee.** For the following accounts identified in Exhibit A, Client shall pay Co-eXprise a **Transaction Fee as set forth in Section 4 of the Agreement**, which shall be included in Client's energy bills and paid to Co-exprise by the energy supplier, based upon the Client's monthly kilowatt hour usage for the life of the Energy Purchase Agreement resulting from a Negotiation Event.
4. **Term.** The term ("Term") of this Agreement shall begin on the Effective Date and end upon the later of (i) the one (1) year anniversary of the Effective Date or (ii) after the expiration of the Energy Purchase Agreement. The Term shall automatically be renewed for additional one (1) year periods unless either party provides a written notice of non-renewal to other party at the address identified in the first paragraph of the Agreement at least ninety (90) days prior to the expiration of the original Term or any subsequent renewal term. The following provisions of this Agreement will survive its termination: Sections 2, 3, 4 (to the extent that fees remain due and owing hereunder), and Section 5.
5. **General**
- a) **Confidential Information.** Except as otherwise provided, each party shall use the Confidential Information (as defined herein) of the other party only in furtherance of this Agreement and shall not transfer or otherwise disclose the Confidential Information of the other party to any third party. For purposes of this Agreement, "Confidential Information" shall mean confidential or other proprietary information that is disclosed by Client or Co-eXprise under this Agreement including, without limitation, (1) training material; (2) software code and designs; (3) product specifications and documentation; (4) business and product plans; (5) Intellectual Property, wherein "Intellectual Property" includes, but is not limited to, patents, trademarks, trade secrets, copyrights, designs, specifications, data and database technologies, inventions, developments, formulae, processes, technology, and computer software and programs (including, without limitation, object and source code), and (6) Co-eXprise's Intellectual Property and sourcing engagement processes including, but not limited to, spend analysis; RFQ templates; data schema and elements; supplier database; lotting processes and strategies; bidding formats and strategies; collaboration and/or negotiation software; and other confidential business information. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of the receiving party; or (ii) is independently developed by the receiving party with out use of, or reference to, the Confidential Information of the disclosing party. The parties agree not to disclose the terms and conditions of this Agreement without the prior written consent of the other party.
- b) **Payment.** Supplier shall pay all invoices in check or cash equivalent to Co-eXprise within thirty (30) calendar days after payment by Client. All fees and expenses set forth in this Agreement are stated in, and shall be paid in, the currency of the United States of America.
- c) **Taxes.** The client is exempt from Pennsylvania Sales and Use Tax as it is a political subdivision of the Commonwealth of Pennsylvania, but in the event that Client is liable for any taxes pertaining to this agreement or the purchase of energy, as provided in an Energy Purchase Agreement, Client shall be responsible for any and all such taxes. The client is exempt from all Federal taxes. Co-eXprise shall be responsible for any and/or all taxes associated with this Agreement as part of normal business practice.
- d) **Use of Data.** Notwithstanding anything to the contrary herein, Co-eXprise shall have the right to: (i) use and disclose all data generated in connection with this Agreement to create a MarketPlace database that is accessible by prospective and current Co-eXprise MarketPlace customers, to determine general price trends in various supply industries, to create predictive analyses useful for estimating likely market prices and for other general business purposes, including, without limitation, publication of results and named case studies, and (ii) list or otherwise identify Client as a client in customer lists and other publication material.
- e) **Intellectual Property Rights.** Except as otherwise expressly set forth in this Agreement, this Agreement grants no rights whatsoever to Client in the patents, copyrights, trade secrets, trademarks, service marks or other Intellectual Property rights of Co-eXprise whether created prior to, during or after the performance of this Agreement.
- f) **Disclaimer of Warranties and Limitation of Liability.** Except for any express warranties made herein, Co-eXprise makes no other warranties, express or implied, concerning the subject matter of this Agreement, including without limitation, any implied warranties of merchantability, noninfringement or fitness for a particular purpose. In no event shall Co-eXprise's liability in connection with this Agreement exceed the Transaction Fees received by Co-eXprise pursuant to this Agreement. In no event shall Co-eXprise be liable for any special, incidental, indirect or consequential damages whatsoever (including but not limited to lost profits or savings) arising out of or in any way related to the Agreement regardless of whether Co-eXprise has been advised of the possibility of such damages.
- g) **Nonassignability and Binding Effect.** Neither party shall assign this Agreement, in whole or in part, to any third party without the prior written consent of the other party; provided, however, that either party may, without the other party's prior written consent, assign this Agreement to a successor in interest to the entire business or assets of the assigning party or to a majority-owned subsidiary. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
- h) **Independent Contractors.** Co-eXprise is an independent contractor with respect to this Agreement and is not an agent of Client. Nothing in this Agreement shall be deemed to constitute a joint venture or partnership, or any other arrangement between the parties.
- i) **Governing Law.** This Agreement and any claims, whether in contract, tort or otherwise, arising from this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law.



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- k) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement may be executed in any number of copies, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- l) **Force Majeure.** Except for obligations to make payments, neither party shall be liable for any delay or failure to perform any obligation under this Agreement to the extent that such delay or failure is caused by an occurrence or series of occurrences which is beyond such party's control, including, without limitation, acts of God, acts of civil or military authority, governmental regulations, embargoes, epidemics, war, terrorist acts, riots, fires, explosions, earthquakes, floods, power blackouts, unusually severe weather conditions, inability to secure the products or services of other persons, or acts or omissions of common carriers, including, but not limited to, telecommunications carriers.
- m) **Waiver.** No failure or delay by either of the parties in exercising any right, power or privilege under this Agreement will operate as a waiver thereof. The waiver by either of the parties of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach.
- n) **Notices.** All notices, legal service, requests or other communications required hereunder will be in writing and will be deemed to have been given or made if delivered personally or by confirmed courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the principal addresses set forth above, or to such other address(es) as may be specified in writing by either of the parties to the other in accordance with this Section.
- o) **Termination.** Subject to the requirements of Paragraph 4 of the Agreement for Professional Services, In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the applicable term by giving thirty (30) days prior written notice to the breaching party; provided however, that this Agreement shall not terminate if the breaching party cures the breach prior to the expiration of such thirty (30) day period.
- p) **Software License.** Co-exprise hereby grants to Client a worldwide, limited, revocable, non-exclusive, non-transferable, royalty-free right which expires upon the termination or expiration of the Agreement to use Client's own internal personal computers ("Client PCs") to access Co-exprise's proprietary MarketPlace sourcing software ("MarketPlace Sourcing Software") on a site on the Internet designated by Co-exprise to view the Co-eXprise MarketPlace Process. Client shall be responsible for connection of such Client PCs to the telecommunications service that provides Internet access and is used for the Marketplace Sourcing Software. Under no circumstances shall Client: (i) allow MarketPlace Sourcing Software to be made available on a server or network other than the network provided by Co-exprise for conducting services; (ii) allow MarketPlace Sourcing Software to be copied; (iii) decompile, disassemble or reverse engineer MarketPlace Sourcing Software; or (iv) any purpose other than viewing the Co-exprise MarketPlace Process.

Exhibit A

Client represents and warrants to Co-eXprise that the expiration dates of the Client's current energy purchase contracts for the accounts listed herein are as follows:

ELECTRICITY					
	Service Address	EDC	Account	Rate Class	Contract Expiration Date
Example	6000 Brooktree Road Wexford, PA 15090	Duquesne Light	0001-004-010-001	GL	Jan 1, 2007
1	22 N High, West Chester, PA, 19380	PECO Energy Co.	1421801008		Dec. 31, 2010
2	17 N Church, West Chester, PA, 19380	PECO Energy Co.	1415201603		Dec. 31, 2010
3	28 N High, West Chester, PA, 19380	PECO Energy Co.	7910801905		Dec. 31, 2010
4	32 W Gay, West Chester, PA, 19380	PECO Energy Co.	3256400608		Dec. 31, 2010
5	32 W Gay, West Chester, PA, 19380	PECO Energy Co.	3565702126		Dec. 31, 2010
6	32 W Gay, West Chester, PA, 19380	PECO Energy Co.	4515500106		Dec. 31, 2010
7	32 W Gay, West Chester, PA, 19380	PECO Energy Co.	5098200702		Dec. 31, 2010
8	32 W Gay, West Chester, PA, 19380	PECO Energy Co.	4788901300		Dec. 31, 2010
9	33 W Market St, West Chester, PA, 19382	PECO Energy Co.	4495800607		Dec. 31, 2010
10	33 W Market St, West Chester, PA, 19382	PECO Energy Co.	1725000608		Dec. 31, 2010

11	33 W Market St, West Chester, PA, 19382	PECO Energy Co.	3551601707		Dec. 31, 2010
12	33 W Market St, West Chester, PA, 19382	PECO Energy Co.	3272900708		Dec. 31, 2010
13	33 W Market St, West Chester, PA, 19382	PECO Energy Co.	4805100105		Dec. 31, 2010
14	33 W Market St, West Chester, PA, 19382	PECO Energy Co.	5114301509		Dec. 31, 2010
15	101 W Market St, West Chester, PA, 19382	PECO Energy Co.	7293700203		Dec. 31, 2010
16	105 W Market St, West Chester, PA, 19382	PECO Energy Co.	3892301209		Dec. 31, 2010
17	105 W Market St, West Chester, PA, 19382	PECO Energy Co.	1417500901		Dec. 31, 2010
18	107 W Market St, West Chester, PA, 19382	PECO Energy Co.	9770800902		Dec. 31, 2010
19	201 W Market St E, West Chester, PA, 19382	PECO Energy Co.	3522136002		Dec. 31, 2010
20	201 W Market St H, West Chester, PA, 19382	PECO Energy Co.	1857025123		Dec. 31, 2010
21	220 W Market St, West Chester, PA, 19380	PECO Energy Co.	9145700409		Dec. 31, 2010
22	10 N Church st, West Chester, PA, 19380	PECO Energy Co.	9767600900		Dec. 31, 2010
23	326 N Walnut St, West Chester, PA, 19380	PECO Energy Co.	8207600604		Dec. 31, 2010
24	326 N Walnut St, West Chester, PA, 19380	PECO Energy Co.	7296500903		Dec. 31, 2010
25	121 N Walnut St, 1st FL, West Chester, PA, 19380	PECO Energy Co.	7599100708		Dec. 31, 2010
26	121 N Walnut St, 2nd FL, West Chester, PA, 19380	PECO Energy Co.	7908300102		Dec. 31, 2010
27	601 Wesstown Rd, West Chester, PA, 19380	PECO Energy Co.	2333601603		Dec. 31, 2010
28	609 Wesstown Rd, West Chester, PA, 19382	PECO Energy Co.	3864601508		Dec. 31, 2010
29	602 Wesstown Rd, West Chester, PA, 19382	PECO Energy Co.	9757701400		Dec. 31, 2010

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30	601 Westtown Rd, West Chester, PA, 19382	PECO Energy Co.	3262301802		Dec. 31, 2010
31	601 Westtown Rd, West Chester, PA, 19382	PECO Energy Co.	8518800700		Dec. 31, 2010
32	501 Wawaset Rd, West Chester, PA, 19382	PECO Energy Co.	1710701808		Dec. 31, 2010
33	501 Wawaset Rd, West Chester, PA, 19382	PECO Energy Co.	2020201405		Dec. 31, 2010
34	501 Wawaset Rd, West Chester, PA, 19382	PECO Energy Co.	2335200104		Dec. 31, 2010
35	501 Wawaset Rd, West Chester, PA, 19382	PECO Energy Co.	4514301002		Dec. 31, 2010
36	501 Wawaset Rd, West Chester, PA, 19380	PECO Energy Co.	4808400703		Dec. 31, 2010
37	501 Wawaset Rd, West Chester, PA, 19382	PECO Energy Co.	6045201104		Dec. 31, 2010
38	501 Wawaset Rd, West Chester, PA, 19382	PECO Energy Co.	7587401102		Dec. 31, 2010
39	501 Wawaset Rd, West Chester, PA, 19382	PECO Energy Co.	9755200106		Dec. 31, 2010
40	1695 Lenape Rd, West Chester, PA, 19382	PECO Energy Co.	0253071055		Dec. 31, 2010
41	1695 Lenape Rd, West Chester, PA, 19380	PECO Energy Co.	5443501608		Dec. 31, 2010
42	1695 Lenape Rd, West Chester, PA, 19382	PECO Energy Co.	6973000501		Dec. 31, 2010
43	505 Wawaset Rd, West Chester, PA, 19382	PECO Energy Co.	9145801309		Dec. 31, 2010
44	215 Windgate Dr, Chester Springs, PA, 19425	PECO Energy Co.	3268501905		Dec. 31, 2010
45	450 Exton Pkwy, Exton, PA, 19341	PECO Energy Co.	0178201706		Dec. 31, 2010
46	450 Exton Pkwy, Exton, PA, 19341	PECO Energy Co.	9150901601		Dec. 31, 2010



Exhibit B

Client represents and warrants to Co-eXprise that the expiration dates of the Client's current energy purchase contracts for the accounts listed herein are as follows:

ELECTRICITY					
	Service Address	EDC	Account	Rate Class	Contract Expiration Date
Example	600 Main Street West Chester, PA 19380	PECO	0001-004-010	GS	Dec 31, 2010
1	1580 Paoli Pike - Street Lights 19380	PECO	1102201705		Dec 31, 2010
2	1580 Paoli Pike - Traffic Lights 19380	PECO	8522101600		Dec 31, 2010
3	Boot Rd, West Chester 19380	PECO	3575800901		Dec 31, 2010
4	1580 Paoli Pike 19380	PECO	4808300606		Dec 31, 2010
5	Chester Rd at Boot Rd., W.Chester 19380	PECO	7606000105		Dec 31, 2010
6	Boot Rd, History 19380	PECO	7905001315		Dec 31, 2010
7	Paoli & Monte Vista Dr. 19380	PECO	8224300700		Dec 31, 2010
8	1301 Barkway Ct, Pump 19380	PECO	1409800503		Dec 31, 2010
9	Lockwood Plant Dolphin Dr, Malvern 19355	PECO	1420200506		Dec 31, 2010
10	Ridley Creek Sewage Plant(Line Rd) 19380	PECO	2040801005		Dec 31, 2010
11	Wilson Rd, E/O Airport Rd, Meter Pit 19380	PECO	3276201607		Dec 31, 2010
12	Paoli Pike W/O, Ellis Rd 19380	PECO	3894800808		Dec 31, 2010
13	Wilson Dr, W/O Boot Rd 19380	PECO	5116900803		Dec 31, 2010
14	Paoli Pike Meter 19380	PECO	5129401506		Dec 31, 2010
15	Municipal Authority, Thorncroft Drive 19380	PECO	0575801002		Dec 31, 2010
16	Green Hill Rd 19380	PECO	6060901204		Dec 31, 2010
17	Westtown Way S/O Dutton Mill Rd 19380	PECO	6368900202		Dec 31, 2010



18	1570 Paoli Pike, W.Chester 19380	PECO	4516801609		Dec 31, 2010
19	1 Brian Dr. West Chester 19380	PECO	5950035010		Dec 31, 2010
20	1580 Paoli Pike, W. Chester 19380	PECO	4595130004		Dec 31, 2010
21	1666 Bow Tree Dr. W.Chester 19380	PECO	1851039089		Dec 31, 2010
22	Chester Rd. W.Chester 19380	PECO	4194478007		Dec 31, 2010

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Memo
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice (610) 692-7171

Fax (610) 425-8950

E-mail rsmith@eastgoshen.org

Date: February 19, 2010
To: Board of Supervisors
From: Rick Smith, Township Manager
Re: Comp Plan

One of the Board of Supervisors goals for 2009 was to review the Comp Plan Action List. Unfortunately, while we completed review of the Board of Supervisors action items we have not completed reviewing the remaining ABCs.

The Comp Plan Goals have come up again on the action list.

In addition we also have not prioritized the Goals submitted by the various ABC from the Planning Session in January.

Do you want to dedicate a meeting to either of or both of these tasks?