

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
WEDNESDAY, NOVEMBER 3, 2010
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence – Supervisor Carmen Battavio
4. Ask if Anyone is Recording the Meeting
5. Public Comment – Hearing of Residents (Optional)
6. Chairman's Report
 - a. The Board met in Exec. Session on 10/26/2010 to discuss Personnel and Legal Matters.
7. Public Hearings
8. Police Chief's Report - none
9. Old Business
 - a. Status report on Save the Dam Committee
10. New Business
 - a. Consider Constant Contact Contest
 - b. Consider approval of Resolution 10-112 entitled Random Drug Testing
 - c. Consider approval for an apartment for the care of a relative agreement.
 - d. Review The Home Improvement Consumer Protection Act/Contractor Licensing.
 - e. Review E-mail Archiving
11. Any Other Matter
12. Approval of Minutes
 - a. October 26, 2010
 - b. October 27, 2010
13. Treasurer's Report
 - a. October 26, 2010 Report
14. Review Action List
15. Correspondence, Reports of Interest

- a. Acknowledge email from Linda Waterhouse regarding M. Gordon's efforts in selling her property.
- b. Acknowledge email from Linda Waterhouse thanking the township in support of her property though out the 12 years of residency.

16. Meetings & Dates of Importance

November 2, 2010	Election Day – no meeting	
November 3, 2010	Board of Supervisors	12 pm (2011 Budget)
November 3, 2010	Board of Supervisors	7 pm
November 3, 2010	Planning Commission	7 pm
November 4, 2010	Park & Recreation	7 pm
November 8, 2010	Municipal Authority	7 pm
November 9, 2010	Board of Supervisors	7 pm
November 10, 2010	Conservancy Board	7 pm
November 11, 2010	Veterans Day – Office Closed	
November 11, 2010	Historical Commission	7 pm
November 15, 2010	Deer Committee	7 pm
November 16, 2010	Board of Supervisors	7 pm
November 23, 2010	Board of Supervisors	7 pm
November 25 - 26, 2010	Office Closed	
November 30, 2010	Board of Supervisors	7 pm

17. Public Comment – Hearing of Residents

18. Adjournment

The Chairperson, in his or her sole discretion, shall have the authority to rearrange the agenda in order to accommodate the needs of other board members, the public or an applicant.

Please Visit the Township website, www.eastgoshen.org to sign up for “Constant Contact”, an email service which provides timely updates on current information regarding Upcoming Events, Meeting Dates, and important Public Notices; just to name a few. To sign up, just visit the bottom left hand side of the home page and submit your email address and you will be prompted to select the type of information you want to receive. This is a free service that acts as an up to date “electronic newsletter” keeping you informed of what is happening in your community. Your privacy is very important to us, be assured East Goshen Township will not disclose your email address to anyone for any purpose.

9. OLD BUSINESS
2.
1 pg

Rick Smith

From: Rick Smith [rsmith@eastgoshen.org]
Sent: Friday, October 29, 2010 9:52 AM
To: 'joedantonio@comcast.net'; 'nbde@verizon.net'
Subject: Hershey Mill Dam

Joe & Neil

Can you provide me with an update on the status of the formation of the "save the Dam Committee" for the Board of Supervisors meeting on Wednesday night?

An e-mail will suffice unless you want to attend and make a verbal report.

Thanks

Rick Smith, Township Manager
East Goshe Township

BOARD OF SUPERVISORS
EAST GOSHEN TOWNSHIP

10. NEW BUSINESS
2.
1pg

MEMO

TO: Board of Supervisors
FROM: Office Manager Diane Degnan
RE: Constant Contact Contest
DATE: October 27, 2010

As you may already know, we have been asking all residents who come into the office to sign up for Constant Contact. Stickers requesting the same also went out on the last mailing of sewer/refuse bills. To date, 654 residents have signed up. Our goal is to reach 1,000 by next year.

Please consider the following for inclusion in the Winter Newsletter.

SIGN UP FOR CONSTANT CONTACT NOW,
AND BE ENTERED FOR A CHANCE TO WIN
A PRINT OF THE EAST GOSHEN TOWNSHIP
BLACKSMITH SHOP.

Thank you.

dld
cc: Manager Rick Smith

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EAST GOSHEN TOWNSHIP

RESOLUTION 10-112

BE IT HEREBY RESOLVED that the East Goshen Township Personnel Manual is revised, effective November 3, 2010, revoking Section 9-10.1, entitled Random [Drug and Alcohol] Testing.

ADOPTED this 3rd day of November 2010.

EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS

ATTEST:

§ 9-10. Reasonable suspicion testing.

The Township shall require an employee to submit to an alcohol or controlled substances test when it has reasonable suspicion to believe that the employee is under the influence of alcohol and/or one or more controlled substances. A Department Head's, Appointing Authority's or official's determination that reasonable suspicion exists must be based on specific observations concerning the appearance, behavior, speech or body odors of the employee. The Department Heads, Appointing Authorities or officials will be trained on the indicators of probable controlled substances or alcohol misuse. The person who makes the determination that reasonable suspicion exists shall not conduct the drug or alcohol test.

§ 9-10.1. Random testing. [Added 11-18-2008 by Res. No. 08-56⁸]

If the Township does its own testing, then each year a minimum of 25% of the average number of employees shall undergo random alcohol testing. Each year 50% of the average number of employees shall undergo random controlled substances testing. If the Township joins a testing consortium, then those minimum percentages shall apply to the total pool of employees. The employees shall be tested during normal working hours and the test will be unannounced. Employees will be paid at their regular salary rate for the time spent by them undergoing any such testing.

ARTICLE II**Policy for Employees Holding Commercial Driver's Licenses****§ 9-11. Policy.**

East Goshen Township (the "Township") has a commitment to provide a safe workplace for its employees and to ensure efficient service to the public. The Township's objective is to assure that the workplace is free from the effects of drug and alcohol use and that employees are fit to perform their job duties and report for work regularly and on time.

§ 9-12. Definitions.

Definitions for purposes of this Policy and the Township's Drug and Alcohol Testing Program are as follows:

BREATH ALCOHOL TECHNICIAN (BAT) – An individual certified per 49 CFR 40.51 in the alcohol testing process and who is qualified to operate an evidential breath-testing device (EBT).

⁸ Editor's Note: This resolution stated that it would take effect 1-1-2009.

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice: 610-692-7171
Fax: 610-692-8950
E-mail: mgordon@eastgoshen.org

Date: 10/28/2010
To: Board of Supervisors
From: Mark Gordon, Township Zoning Officer *mp*
Re: The Home Improvement Consumer Protection Act / Contractor Licensing

Dear Boards Members:

Per your request I'm forwarding the information on Act 132 of 2008 and the township Solicitors opinion on the matter. We do not "register" Residential Home Improvement Contractors if they have a valid State Registration. Residential Contractors are still required to provide the Township with their contact information and proof of Insurance as per the Township Code. Commercial Contractors must register with the Township and pay the \$25 Registration fee.

We have communicated all this information a couple times in the Township Newsletter and it has been available on our website since July of 2009. We also sent out a public notice to all constant contact members in the summer of 2009.

2 of 12

Buckley, Brion, McGuire,
Morris & Sommer LLP
ATTORNEYS AT LAW

118 W. Market Street, Suite 300
West Chester, PA 19382-2928
www.buckleyllp.com

610-436-4400
610-436-8305 FAX

MEMORANDUM

To: Rick Smith, Manager
East Goshen Township

From: Jeffrey R. Sommer

Date: January 12, 2009

Subject: Act 132 of 2008- The Home Improvement Consumer Protection Act

The Pennsylvania legislature recently passed Act 132 of 2008, the Home Improvement Consumer Protection Act (the "Act"), which takes effect July 1, 2009. I wanted to provide you with a summary of the material terms in the Act and to advise what impact the new law has on existing licensing requirements that the Township has enacted for various contractors.

Summary of the Act:

A. **Definitions:**

The first section of the Act defines terms that are used throughout the Act. Some of the key terms are defined below:

"Contractor" - includes any person who owns and operates a home improvement business or who undertakes, offers to undertake or agrees to perform any home improvement. The term includes a subcontractor or independent contractor who has contracted with a home improvement retailer [ie Home Depot], regardless of the retailer's net worth, to provide home improvement services to the retailer's customers. It does not include a person whose total cash value of home improvements is less than \$5,000 during the previous year or a home improvement retailer having a net worth of more than \$50,000,000.

"Home improvement" - is defined under the Act as all repair, replacement, remodeling, demolition, removal, renovation, installation, alteration, conversion, modernization, improvement, rehabilitation or sandblasting work done in connection with land adjacent to a private residence or any building used or designed to be used as a private residence for which the total cash price of the work is more than \$500. The term includes construction, replacement, installation or improvement of driveways, swimming pools, pool houses, porches, garages, roofs, siding, insulation, solar energy systems, security systems, flooring, patios,

fences, gazebos, sheds, cabanas, landscaping of a type that is not excluded elsewhere, painting, doors, and windows and waterproofing. "Home improvements" exclude (1) the construction of a new home, (2) supplying of materials used for home improvements, (3) services used for commercial or business purposes, (4) the sale of home appliances, (5) work performed without compensation by the owner of the property, (6) work performed by a landscaper under the Plant Pest Act, except for the landscaping work outlined above, (7) emergency work under Section 7 of the Unfair Trade Practices and Consumer Protection Act, and (8) the conversion of existing commercial structures into residential structures.

B. **Registration Requirement:**

Section 3 of the Act provides that no person shall operate as a contractor nor perform home improvements without first registering with the Pennsylvania Bureau of Consumer Protection. Contractors can apply for registration in writing or electronically. They must provide information such as date of birth, home and work address, business name and identification number, driver's license number and proof of liability insurance. The Bureau will publicize certain contact information for each contractor on its website, however, the Bureau will not disclose confidential information to the public. Section 5 of the Act provides that the Bureau will charge a \$50.00 registration fee and renewals shall be on a biennial basis.

C. **Proof of Registration and Home Improvement Contracts:**

Section 6 of the Act provides that all contractors must include their registration number in all contracts. Section 7 of the Act provides that all contracts for home improvements must be in writing, contain the signature of both the owner and the contractor, outline the work to be performed, include the sales price and down payment and identify the insurance coverage of the contractor. Property owners may rescind a home improvement contract within three (3) days of execution for any reason. In order to register with the Commonwealth, the contractors must present proof of liability insurance for personal injury and property damage in a minimum amount of \$50,000.00.

D. **Preemption:**

The most important section of the Act with regard to the Township is Section 12 which provides that registration of contractors under the Act shall ***preclude any requirement of payment of a fee or registration or licensing of any home improvement contractor by any political subdivision***. The Township may still require building permits and enforce the municipal building code and impose fees for the same. The Township may also still require proof that contractors maintain workers' compensation insurance as required by state law. Section 12 does not preempt "existing licensing standards in effect on the effective date of [the Act], with respect to electricians and plumbers and other trades, where licensing is conditioned on requirements of testing or possession of certificates obtained through specific training in electricity or plumbing or other trades." Moreover, Section 12 does not apply to local regulations or standards for liability insurance adopted prior to January 1, 2006 and currently in effect.

E. Implications for the Township:

Chapter 128 of the Township Code titled, "Electrical Code" requires that all electricians, electrical contractors and HVAC contractors be licensed by the Township or have a valid license from the International Code Council, Inc. Likewise, Chapter 150 of the Code titled "Mechanical Standards" requires the licensing of contractors for heating, air conditioning and ventilation systems and Chapter 175 of the Code titled, "Plumbing" requires that all plumbers must present proof that they were licensed by the Township or have a valid license from the International Code Council, Inc.

As you know, the Township adopts the International Building Code and the International Plumbing Code. I cannot tell from our Code whether or not the Township requires payment of a fee or registration by contractors. We will have to review the Ordinances to determine how that fits in. What is interesting is that Section 12 indicates that it is not going to preempt existing licensing standards in effect on the effective date of the Act. So an argument can be made that we can maintain the fee although that is certain to be challenged in Court. We should take a look at what we do in order to eliminate a potential future litigation expense.

The Act will not effect these licensing provisions because under Section 12 of the Act, any licensing requirements which were in effect as of July 1, 2009, may be grandfathered in provided that the license is conditioned on requirements of testing or possession of certificates obtained through specific training in electricity, plumbing or other trades. Because the Township's licensing requirements were in effect prior to July 1, 2009 and because they are conditioned on adequate testing or certification in a specified trade, they may still be enforced.

Please feel free to contact me if you have any questions.

individuals/businesses are considered contractors under the law and must register and comply with the act.
top

* **Do contractors need to show their registration to their customers or display the registration in their business?**

The law does not require contractors to show copies of their registration. After registering, a home improvement contractor registration certificate will be issued to the contractor. If contractors wish to display it, they may but they are not required to do so. However, contractors must include their registration number in their advertisements, contracts, estimates and proposals.
top

Do contractors need to display their registration number on their vehicles?

The law requires registration numbers in any advertisements used by contractors. If a contractor has an ad for their business on their vehicle, the ad must include their registration number. If the vehicle does not have advertising promoting the business, then the contractor is not required to display their registration number on the vehicle.
(top)

Is there an exemption for work performed by or on behalf of a charity or a non-profit corporation?

No. Charities and non-profits, and those acting on their behalf, must register and comply with the act if they offer or perform home improvements in Pennsylvania.
top

Does the law apply to home improvements done on commercial properties?

The law only applies "private residences" which is defined as: single family dwellings; multifamily dwellings consisting of not more than two units; and single units located within any multifamily dwelling, including condominiums and cooperative units.
top

* **Does the Home Improvement Consumer Protection Act affect the licensing or registration of home improvement contractors by counties, cities or towns?**

Yes. Political subdivisions in Pennsylvania cannot separately license or register home improvement contractors after July 1, 2009, with the limited exception of licensing standards that are in effect on July 1, 2009, with respect to electricians, plumbers and other trades where licensing is conditioned on requirements of testing or possession of certificates obtained through specific training in electricity, plumbing or other trades.
top

Are there additional requirements in the act besides the registration requirement?

Yes. The law prohibits various unfair business practices such as abandoning a home improvement project or failing to complete the work. The law also creates a criminal penalty for home improvement fraud, as defined by the statute. The act also requires all contracts for home improvements of more than \$500 to be in writing and be signed by the consumer and the contractor. These contracts must also include important provisions like a description of the work; an approximate start date and completion date; the total price of the contract; and notice of the consumer's right to cancel the contract. The law also limits down payments or deposits for any home improvement project for which the total price is more than \$1,000.
top

Does the law apply to out-of-state contractors?

Yes. Any contractor who offers or performs home improvements in Pennsylvania must comply with the law.
top

The law says that registration numbers must be included in all advertisements, contracts, estimates and proposals - how do I display my number?

You must include the abbreviation "PA" and the number assigned to you (example: PA123456). You do not need to include extra zeroes which come before your number but you must have these letters and your actual registration number. For instance, if you were assigned PA000372, you may list your number that way, or simply use PA372.

Although it is not required by the law, you can more fully explain the meaning of the number to consumers in your advertisements and in contracts, by displaying the number as: Pennsylvania Home Improvement Contractor Registration Number: PA123456.
top

Where should I put my registration number in my advertisements and contracts?

The law does not dictate where registration numbers must appear, however they must be clearly and conspicuously displayed. You should place your registration number in a spot where consumers will be able to see it and read it clearly.
top

How should I list the Bureau of Consumer Protection's phone number in my contracts?

We suggest that you include the following language in your contracts, and display it prominently so your customers can review it:

"The official registration number of [contractor name] can be obtained from the Pennsylvania Office of Attorney General's Bureau of Consumer Protection by calling toll-free within Pennsylvania 1-888-520-6680. Registration does not imply endorsement."

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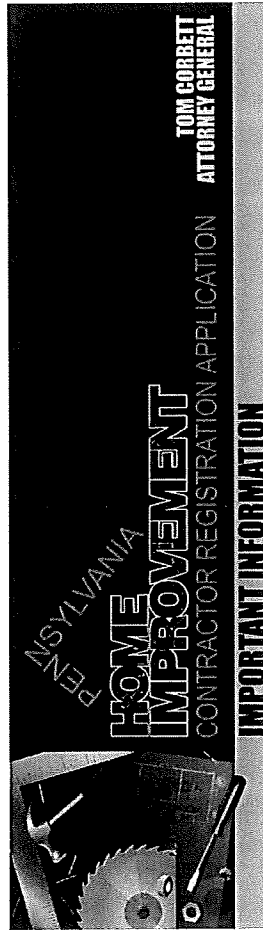
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We suggest that you include the following language in your contracts, and display it prominently so your customers can review it:

"The official registration number of [contractor name] can be obtained from the Pennsylvania Office of Attorney General's Bureau of Consumer Protection by calling toll-free within Pennsylvania 1-888-520-6680. Registration does not imply endorsement."



Anyone who owns or operates a home improvement business or who offers, performs, or agrees to perform home improvements in Pennsylvania must register with the Office of Attorney General unless they are specifically exempted¹ under Pennsylvania's Home Improvement Consumer Protection Act. All home improvement contractors must be registered by July 1, 2009. If you do not register, you will be prohibited from performing home improvements in Pennsylvania on July 1, 2009.

Due to the anticipated volume of applications, contractors are encouraged to register online for faster processing. However, if you register by mail, you should allow several weeks for processing once a completed application has been submitted. Incomplete applications cannot be processed.

Registrants will be issued a unique Pennsylvania Home Improvement Contractor number (PAOAGHC #) which must be included in all advertisements, contracts, estimates and proposals used in Pennsylvania. Home improvement contractors must also use contracts meeting the requirements of the Home Improvement Consumer Protection Act and must refrain from engaging in any act or practice prohibited by the law. Failure to comply with the Home Improvement Consumer Protection Act can lead to civil and criminal penalties.

General Instructions for Completing Pennsylvania's Home Improvement Contractor Registration Application

Please read the instructions for each section of the application before completing the application form. Please note that the pages are double-sided.

Please type your answers or print clearly in blue or black ink.

You must complete each section of the application. If a question requests information that does not apply to you, please indicate that on the form (e.g., "not applicable" or N/A).

You may attach additional pages to supply any information requested on the application form. Include the name of the applicant, whether an individual or a business entity, at the top of each additional page and indicate which section and question you are answering.

A non-refundable fee of \$50.00 (check or money order) must accompany your application.

Incomplete applications will not be processed.

The signed original application must be filed with the Office of Attorney General, Bureau of Consumer Protection, 15th Floor, Strawberry Square, ATTN: Home Improvement Contractor Registration, Harrisburg, PA 17120.

You must notify the Office of Attorney General of any changes to the information submitted in this application by writing to the address above.

You can file your application electronically by completing this form online at www.attorneygeneral.gov.

¹ Under the Home Improvement Consumer Protection Act, individuals performing home improvements valued at less than \$5,000 in a calendar year are not required to register. Home improvement retailers with a net worth of \$50 million or more also do not need to register, however subcontractors and independent contractors performing home improvements for these retailers must be registered.

Application Instructions

Section A - Type of Applicant

Check the appropriate box describing the applicant.

- ☐ If you are self-employed, a sole proprietorship, a subcontractor, or an independent contractor, check "individual."
- ☐ If you are registering a corporation or other business entity, check the box that corresponds to the type of business.

Section B - Names, Contact Information, and Business Information

General Information:

The name provided in Section B1 (for individual applicants) or Section B2 (for business applicants) will be the name that appears on your registration.

Applications must contain the driver's license number and issuing state for each person listed in the application. If the person does not have a driver's license, the person must provide the number and issuing state of a state-issued identification card. Those without a driver's license are required to submit a copy of their ID card with their application.

If a Federal Employer Identification Number (FEIN) has been issued to any party named in the application, the number must be provided.

If any person or business listed in the application operated a home improvement business in the past, the name(s) and address(es) of the business(es) must be listed in the application.

Social Security Numbers and driver's license information will not be publicly disclosed.

Individual Applicants - Complete Section B1

Individual applicants must provide their personal data, contact information, and background information, together with the name and contact information for the business employing them (if any). Fax numbers and e-mail addresses are optional, however, we can contact you more quickly if necessary if this information is provided. After completing Section B1, individual applicants should continue with Sections C-G on pages 4 and 5 and complete each remaining section of the application, along with the certification page.

Business Applicants (Corporations, Limited Liability Companies, Limited Partnerships, General Partnerships and Joint Ventures) - Complete Section B2

Business applicants must provide business data, contact information and background for the applicant beginning on the top of page 2. In the remaining space (and additional pages as necessary) businesses must also provide personal data, contact information, and background for all partners, officers, and managers. Business applicants must also complete the bottom section on page 3 to list all directors and all other parties who hold an equity interest in the business of 5% or more. After completing Pages 2 and 3, business applicants should continue with Sections C-G on pages 4 and 5 and complete each remaining section of the application, along with the certification page.

Section C – Other Business Names

If the applicant does business under any name other than the name being registered, provide the name(s) on page two (attaching additional sheets as necessary). Pennsylvania law requires fictitious names to be registered with the Pennsylvania Department of State before those names may be used. Forms may be obtained online at <http://www.paopen4business.state.pa.us> or by calling the Department of State Corporation Bureau at 1-888-659-9962.

Section D – Registered Agent (required for out-of-state businesses)

A registered agent or registered office must be listed if your business is not based in Pennsylvania. This is the person/office authorized by your business to accept service of legal papers.

Section E – Other Home Improvement Contractor Licenses or Registrations

If the applicant is registered or licensed as a contractor in any other state, including a local or municipal registration or license, list each registration or license that is held. For each license or registration, identify the state where it was issued, the office or agency that issued the license or registration (e.g. New Jersey Office of Attorney General, Prince George County, Dublin City, etc.), and the registration or license number, if one was issued.

Section F – Description of Business

Describe all goods and services offered or provided in Pennsylvania by the applicant.

Section G – Background

The Home Improvement Consumer Protection Act requires background disclosures for all individuals and businesses listed in the application. You must provide information regarding: criminal convictions or guilty pleas; bankruptcies; civil lawsuits involving a home improvement business, including any civil settlements with a District Attorney or state Attorney General; revocation of a home improvement contractor license or registration; or a ban or suspension from participating in government or non-profit home improvement programs.

If any person or business listed in the application has been involved in such an action or case, you must check the appropriate box and provide further information regarding the action or case in the space provided (or additional sheets as necessary). Provide information for every case or action associated with every person or business, attaching additional sheets as necessary.

Section H - Insurance

In the spaces provided, provide information regarding the applicants insurance coverage for bodily harm (personal injury) and property damage. If you have a general commercial liability insurance policy, it may include coverage for property damage and personal injury/bodily harm liability. You should ask your carrier if you have any questions about insurance coverage. If the required coverage is provided under more than one policy or by more than one insurer, please list each policy separately, attaching additional pages as necessary.

Certification Page

Each application must be signed and dated and must certify that the information contained in it is truthful and accurate. It is a crime to provide false or misleading information to authorities.

IN ORDER TO EXPEDITE THE ISSUANCE OF YOUR REGISTRATION CERTIFICATE, PLEASE REVIEW THIS CHECKLIST AND MAKE SURE YOUR APPLICATION CONTAINS ALL OF THE FOLLOWING:

- ☐ The type of applicant or business (Section A)
- ☐ The name of the applicant and contact and background information for the applicant (Section B1 or Section B2)
- ☐ For business applicants (Section B2), information for officers, directors, partners, joint venture parties, directors and parties with more than a 5% interest in the business (pages 2 and 3)
- ☐ A list of any other names used by the applicant (if any) (Section C)
- ☐ The registered agent for out-of-state applicants (Section D)
- ☐ A list of all home improvement registrations and licenses issued to the applicant in other states, including local or municipal registration or licenses (Section E)
- ☐ A description of the applicant's business (Section F)
- ☐ Background disclosures for each person or business listed in the application (Section G)
- ☐ The applicant's insurance information (Section H)
- ☐ A signed and dated application certification
- ☐ A check or money order in the amount of \$50 payable to the Commonwealth of Pennsylvania (application fees are not refundable)
- ☐ Send your completed application and payment to:

Office of Attorney General
Bureau of Consumer Protection
15th Floor, Strawberry Square
Harrisburg, PA 17120

ATTN: Home Improvement Contractor Registration

*For further information and Frequently Asked Questions visit
www.attorneygeneral.gov or call 717-772-2425.*

8 2012



What is the Home Improvement Consumer Protection Act?

- The law affords protections for consumers who hire contractors to perform home improvements on their residential properties.
- The law requires written contracts between the contractor and consumer when the total cash price of all work agreed upon exceeds \$500.
- The law provides criminal penalties for home improvement fraud and civil penalties for violations of the act.
- The law is effective July 1, 2009.

Who must register?

- Contractors who perform home improvements in Pennsylvania for which the total cash value of the contractor's home improvements is \$5,000 or more per year.
- Contractors must register with the Office of Attorney General and pay a non-refundable application fee of \$50 renewable every two years.

How can I register as a home improvement contractor?

- Contractors are required to be registered by July 1, 2009.
- The Home Improvement Contractor Application is available on the Attorney General's website www.attorneygeneral.gov.
- **Contractors are encouraged to register online for faster processing of the application.**
- Paper applications will be accepted and should be mailed to:
Office of Attorney General
15th Floor, Strawberry Square
Harrisburg, PA 17120
ATTN: Home Improvement Contractors Registration

What should I expect after I register?

- Upon submission of a completed application that has been approved by the Office of Attorney General, a contractor will receive a certificate and wallet card with a registration number.
- A contractor shall include his/her registration number in all advertisements, contracts, estimates and proposals with consumers in the Commonwealth.
- Consumers will be encouraged to contact the Bureau of Consumer Protection by visiting www.attorneygeneral.gov or by calling a toll free phone number to check the status of the registration of a contractor.

Register online at
www.attorneygeneral.gov
for faster processing
of the application

Where can I obtain further information about the law and registration?

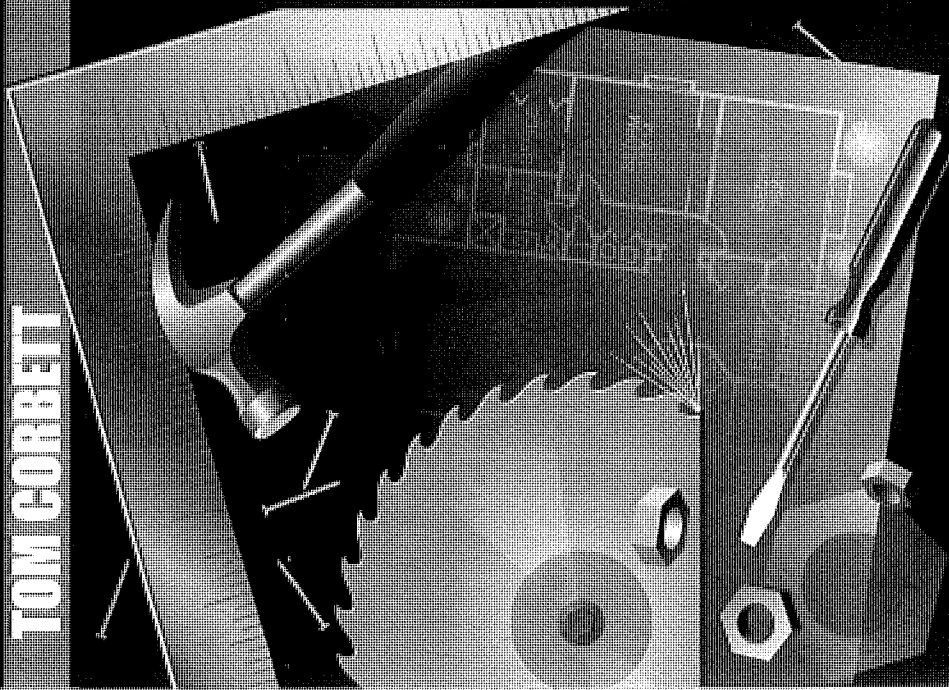
- Along with the application for registration and instructions, the Home Improvement Consumer Protection Act and a list of Frequently Asked Questions can be viewed on the website www.attorneygeneral.gov.
- The information will also be made available upon written request or by calling the Bureau of Consumer Protection at 717-772-2425.
- In order to comply with the provisions of the law, contractors are encouraged to read the law carefully.
- If you are a member of a professional contractors' organization, you may want to contact them for assistance.



Pennsylvania Office of Attorney General
Strawberry Square
Harrisburg, PA 17120

TOM CORBETT

**CONTRACTOR REGISTRATION
INFORMATION**



PENNSYLVANIA
HOME IMPROVEMENT
CONSUMER PROTECTION ACT 132

What are my rights?

- A home improvement contractor must provide you with a copy of the complete contract free of charge.
- You have the right to rescind your home improvement contract without penalty within three business days of the signing date, except as provided under law for emergency situations.
- A home improvement contract is not enforceable against a consumer if it does not include all of the information required by law.
- A contractor may not demand or receive any payment for a home improvement before the home improvement contract is signed.

Where can I find my contractor's registration number?

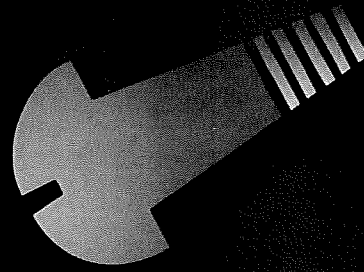
- All contractors must display their official registration number on all contracts, estimates, proposals, and advertisements distributed within the Commonwealth.
- To verify a contractor's registration number, visit the Pennsylvania Office of Attorney General's website at www.attorneygeneral.gov or call toll free 1-888-520-6680.



Pennsylvania Office of Attorney General
Strawberry Square
Harrisburg, PA 17120
www.attorneygeneral.gov
1-888-520-6680



HOME IMPROVEMENT CONSUMER INFORMATION



TOM CORBETT
ATTORNEY GENERAL
P E N N S Y L V A N I A



TOM CORBETT
ATTORNEY GENERAL

Dear Fellow Pennsylvanian:

If you are a homeowner, you will be pleased to know about the Home Improvement Consumer Protection Act. The law affords protections for consumers who hire contractors for home remodeling projects.

Effective July 1, 2009, contractors who perform home improvements totaling \$5,000 or more per year must register with the Office of Attorney General. The law requires written contracts between the contractor and consumer when the price of the project exceeds \$500, and provides for criminal penalties for home improvement fraud and civil penalties for violations of the act. If you are remodeling your home, be sure your contractor is registered with the Office of Attorney General before you sign a contract.

To check the registration status of a contractor, visit our website at www.attorneygeneral.gov or call toll free 1-888-520-6680.

Tom Corbett

What is home improvement fraud?

Home improvement fraud occurs when:

- A contractor intentionally provides false or misleading information to convince a consumer to enter into an agreement for home improvements.
- A contractor receives payment and fails to provide the services or materials.
- A contractor damages a person's property in order to solicit an agreement for services or materials.
- A contractor alters a contract or other documents without the consent of the consumer.
- A contractor publishes false or deceptive advertisements.
- A contractor misrepresents material as special order material or misrepresents the cost of special order material.
- A contractor represents himself or herself as an employee of a governmental unit or public utility.

PENNSYLVANIA
**HOME
IMPROVEMENT**
CONSUMER INFORMATION 1-888-520-6680
www.attorneygeneral.gov

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: October 28, 2010

To: Board of Supervisors

From: Rick Smith, Township Manager

Re: E-Mail Archiving

Burt is currently converting the Township Staff's computers over to the new e-mail archiving system. I have asked him to put the Board's computers on hold for the short term, pending resolution of how you want to access the archiving system.

There are two ways in which the Board and the other ABC members can send and receive e-mail concerning Township business under which the e-mails will be archived.

- The first is to install a special version of Outlook 2007 which is linked to the archiving system. If this method is utilized e-mails will be stored on your computer and it is possible that a Right to Know request could require you to provide copies all of the Township related e-mails that are on your computer.
- The second is to utilize web mail which is linked to the archiving system. If this method is utilized nothing is stored on your computer, and you could claim that you do not have any Township e-mails on your computer. We would provide the requester with a copy of what has been archived on the requested matter from the archiving system.

With respect to existing Township e-mails, since all of the Township staff's e-mails are currently stored on the Township server Burt can simply upload them in bulk.

Unfortunately, you will have to individually forward all of your existing Township e-mails to your Township e-mail account that you want to archive them. If you keep all of your Township e-mails in a separate folder you could burn them to a disk and we could then upload them in mass.

I have attached a first draft of some revised wording to the e-mail policy for your review.

2024

EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

 **DRAFT**

RESOLUTION NO. ~~09-43~~

**A RESOLUTION GOVERNING E-MAIL COMMUNICATIONS BY AND
AMONG SUPERVISORS, STAFF AND OTHER TOWNSHIP
AUTHORITIES, BOARDS AND COMMISSIONS AND ADVISORY GROUPS**

WHEREAS, the Pennsylvania Sunshine Act, 65 Pa. C.S.A. §701 *et. seq.*, as amended (the “Act”), requires that all Township business be conducted only within the context of a public meeting, excluding those matters which fall within the exceptions to the open meeting requirement under §707, §708 and §712 of the Act; and

WHEREAS, today’s communication technology such as e-mail is a valuable tool and allows for the near real-time communication of information to multiple recipients; and

WHEREAS, care must be taken that the Board of Supervisors (the “Board”), Township Staff, the members of other Township Authorities, Boards and Commissions (the “ABCs”) and/or any other Advisory Group(s) appointed by the Board (the “Advisory Groups”) do not violate the Act by conducting deliberations outside of an open meeting via e-mail; and

WHEREAS, e-mails typically occur at random rather than by prearrangement; however, the Board nonetheless believes the Policy stated herein is appropriate in order to comply with the Act; and

WHEREAS, the Policy stated herein is not intended to address the dissemination of factual information pertaining to Township business such as meeting dates and times; and

WHEREAS, the Right to Know Act, Act 3 of 2008, as amended (the “New Law”) became effective January 1, 2009; and

WHEREAS, under the New Law, all Township records, including e-mails, are presumed to be public records and subject to disclosure.

BE IT RESOLVED THAT the foregoing recitals are incorporated herein by reference and deemed essential parts hereof.

BE IT FURTHER RESOLVED THAT in consideration of the requirements of the Act and the New Law, the Board hereby establishes regulations for the use of e-mail by the members of the Board, Township Staff, the ABCs and/or Advisory Groups in accordance with the following guidelines:

1. Deliberations and official actions among a quorum of the Board, ABCs and/or Advisory Groups shall not take place by means of the exchange of e-mails, whether via personal e-mail accounts or Township e-mail accounts.

- a. For the purpose of this Resolution, "deliberation" shall include the discussion of Township business held for the purpose of making a decision as well as the making of any recommendation or providing an individual position or opinion on Township business.
 - b. For purposes of this Resolution, "official actions" means the establishment of policy; decisions on Township business; and a vote or recommendation on any motion, proposal, rule, regulation, statute, ordinance, report or order.
2. Nothing in this Resolution shall preclude any member of the Board, Township Staff, any ABCs and/or Advisory Groups from communicating by e-mail with one or more members of the Board or any ABCs or any Advisory Groups, including a quorum of the Board or any ABCs or any Advisory Group, for the purpose of disseminating or sharing information pertinent to Township business.
 - a. For the purpose of this Resolution, "information" is defined as a series of factual statements related to meeting schedules and agendas, including supporting background documents and data, to be discussed at a future meeting.
 - b. Background data created for a particular business item should be acknowledged at the next public meeting where the item is discussed.
 3. E-mails received from Township residents may be acknowledged at the next regular public meeting after receipt of such e-mails.
 4. Township e-mail accounts shall be used strictly for Township business. Township e-mail accounts shall not be used for viewing, accessing or transmitting any material that a reasonable individual may find personally offensive or inappropriate, including sexually suggestive materials.
 - a. All information sent and/or received via the Township e-mail accounts and the Township server is and shall be the property of the Township. The contents of all such e-mail accounts shall be considered public records unless it can be shown that the e-mail content falls under one of the exclusions of the New Law.
 - b. Township e-mail accounts shall not be used to communicate material such as, but not limited to, deliberations, decisions, official actions, opinions, and legal advice from the Township Solicitor without prior approval from the Township Solicitor or the Board.
 - c. The Township reserves the right to search and audit all work-provided electronic equipment of Township employees. The Township may monitor e-mail activity with or without notice, and no employee has an expectation of privacy with regard to Township e-mail accounts and electronic equipment.

5. The Township has contracted for an e-mail archiving system under which all e-mails sent and received from Township computers will be archived. The archiving system is also available for use by the Board of Supervisors, Township Auditors, and all other Township ABC's and Advisory Groups, via either Outlook 2007 which is linked to the archiving system or web mail which is linked to the archiving system. All e-mails to and from the Board of Supervisors, Township ABC's and Advisory Groups concerning Township business shall be sent in such a manner as to be archived.
- a. Members of the Board of Supervisors may comply with this requirement by utilizing either Outlook 2007 which is linked to the archiving system or web mail which is linked to the archiving system.
- b. Members of the Township ABC's, Township Auditors and other Township Advisory Groups shall comply with this requirement by utilizing web mail which is linked to the archiving system.

(Signatures on page 3)

RESOLVED AND ADOPTED, this 3rd ____ day of March ____, 2009 ____.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Secretary

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS WORKSHOP
1580 PAOLI PIKE
October 27, 2010 – 12:00 P.M.
Draft Minutes**

Present: Chairman Senya D. Isayeff, Vice-Chairman Thom Clapper and Supervisors Carmen Battavio, Mary Shane and Don McConathy. Also present were Township Manager Rick Smith, and Zoning Officer Mark Gordon.

Call to Order & Pledge of Allegiance

Senya called the meeting to order at 12:00 pm. He asked Mark Gordon to lead everyone in the Pledge of Allegiance.

Moment of Silence

Carmen called for a moment of silence to honor the men and women serving their country in the armed forces, and their families.

Recording of Meeting

No one indicated that they planned to record the meeting.

TAG's Recommendation Summary

The Board's goal today was to review the 41 recommendations made by TAG and identify the top 10.

The following are what the Board decided were the top ten items on the list of recommendations:

1. Empower Staff
2. Minimize Commercial Vacancy
3. Implement a Fully Integrated Cost Accounting System
4. Assess/Replace HVAC System
5. Transition to an Electronic Newsletter
6. Evaluate Sharing of Services with Neighboring Townships
7. Emergency Services Assessment
8. Reevaluate Support of Fire Companies
9. Self Sustaining Park and Recreation Programs
10. Maintain Ownership of Wastewater Treatment Plant

It was decided that a Board member and staff member would be assigned to each of the top ten items as follows:

1. Empower Staff – Senya Isayeff and Rick Smith

2. Minimize Commercial Vacancy – Senya Isayeff and Mark Gordon
3. Implement a Fully Integrated Cost Accounting System - Don McConathy and Deb Beury
4. Assess and Replace HVAC System – Carmen Battavio and Rick Smith
5. Transition to an Electronic Newsletter – Thom Clapper and Diane Degnan
6. Evaluate Sharing of Services with Neighboring Townships – Thom Clapper and Mark Miller
7. Emergency Services Assessment – Marty Shane and Rick Smith
8. Reevaluate Support of Fire Companies – Carmen Battavio and Mark Miller
9. Self Sustaining Park and Recreation Programs – Thom Clapper and Frank Vattilano
10. Maintain Ownership of Wastewater Treatment Plant – Marty Shane and Rick Smith

The Board feels it is mandatory to meet with the Goshen Fire Company to discuss funding for 2011. Also mentioned was the need to get a better idea of how fire companies work together. The suggestion was made that the Township should have a fire commissioner who would serve as a liaison between the Township and the fire companies that serve the Township.

Two YMCA representatives were present. The Board made the suggestion that a YMCA liaison be established. Marty asked the YMCA to frame out ideas for working with the Park and Recreation Board and Frank Vattalino. The representatives stated that the YMCA is very supportive of East Goshen Township's Park and Recreation.

Ann Marie Fletcher-Moore, Chairman of the Park and Recreation Board, expressed concern over the fact that the TAG members did not meet with the Park and Recreation Board members for their input when they were working on their recommendations. The Board of Supervisors agreed that Items #31 – 37 on the Recommendation Summary (all pertaining to Park & Recreation) should be discussed in a joint meeting between the Supervisors and the Park and Recreation Board. It was suggested that the Park and Recreation board provide the Board with a copy of their comments on the recommendation prior to the meeting.

There followed a discussion of Item # 23 (Random Drug Testing) on the TAG Recommendation Summary. Thom Clapper made a motion to discontinue random drug testing for the non CDL employees. Carmen Battavio seconded the motion. The Board voted unanimously to approve the motion.

The Board discussed Item # 20 (Office Cleaning) on the TAG Recommendation Summary. The feeling was that the Township Building is a busy public building that gets constant use with many people coming and going and needs to be cleaned more than once a week. Don McConathy made a motion to continue with twice a week cleaning. Marty Shane seconded the motion. The Board voted unanimously to approve the motion.

The Board then reviewed the remaining items on the TAG Recommendation Summary and assigned a staff person to be responsible for the recommendations.

Rick Smith noted that the staff would update the TAG Recommendation Summary for the Board's review and approval.

There was no public comment.

The meeting adjourned at 4:00 PM.

Respectfully Submitted,

Nancy Scheiderman
Attachment - TAG Action List

2.
2009**Rick Smith**

To: Linda Waterhouse
Subject: RE: Letter of Recognition - Mark Gordon

Thank You

Rick Smith, Township Manager
East Goshen Township

From: Linda Waterhouse [<mailto:bartoncottage@stny.rr.com>]
Sent: Tuesday, October 12, 2010 4:32 AM
To: rsmith@eastgoshen.org
Subject: Letter of Recognition - Mark Gordon

Rick—

I want to give special thanks and recognition to Mark Gordon for his extraordinary efforts that ultimately resulted in selling my property. As you know, over the twelve years that I have owned the property, it has undergone extensive improvements and I felt confident when I listed it in December 2008 that despite the considerable slow down in the Real Estate Market at that time, my property would sell quickly. Imagine my surprise that although there was always serious interest, it would languish and take a total of nineteen month to finally reach the settlement table. Fortunately for me, Mark continually made himself available to answer any and all questions levied from Realtors, Perspective Buyers, and myself as we worked through the complexities of selling a Historic Multi-Use property in reportedly the worst Real Estate market since the Great Depression. In Mark's capacity as Zoning Officer, I realize that he is expected to work closely with residents but he has managed to balance the professionalism of his job with a genuine concern and appreciation for the residents and that is a skill that can not be taught in school or even learned on the job. Rather it comes from within. . .a special

2022

talent reserved for only a few. When the Buyer finally stepped forward and requested a Conditional Use Permit for the purpose of moving his existing business to the property, the sale hung in the balance. Once again, Mark's willingness to pull out all the stops to help us make that a reality and within a very challenging time frame saved the day. Ultimately the application was successful and I know that his attitude and work ethic saved the day and finally brought this effort to fruition.

Very best regards,

Linda

*Linda Waterhouse-Koski
Managing Director
Barton Cottage English Pastries
117 E. Sixth Street
Jamestown, NY 14701
716-240-0067
215-431-2784 ... Mobile
BartonCottage@stny.rr.com*

Rick Smith

From: Linda Waterhouse [bartoncottage@stny.rr.com]
Sent: Tuesday, October 12, 2010 2:36 AM
To: rsmith@eastgoshen.org
Subject: Letter of Thanks

Rick –

Now that our move to Jamestown, New York is finally complete, I would be remiss if I did not recognize and thank each of the members of the East Goshen Planning Commission and Board of Supervisors. Their hard work and support afforded me as I endeavored to assist the Buyer, Peter Schaffer, of my property (formerly the 1800 Tory Inne), with his application and ultimate approval for a Conditional Use Permit, was exemplary. . . especially considering the challenging time constraints put upon us.

As you know, I have been an applicant many times in the twelve years that I lived in East Goshen Township and whether I was seeking a permit to make alterations to the property or to obtain a Conditional Use Permit to operate a Bed & Breakfast, I was always treated extremely well and always walked away with the knowledge that the Township had treated me honestly and fairly. So again, thank you for making our experience in East Goshen Township such a happy and memorable one.

Best to all,

Linda

292

Linda Waterhouse-Koski
Managing Director
Barton Cottage English Pastries
117 E. Sixth Street
Jamestown, NY 14701
716-240-0067
215-431-2784 ... Mobile
BartonCottage@stny.rr.com

EAST GOSHEN TOWNSHIP ACTION LIST

#	Item	Action Due Date
ADM 07-01	Review Wireless Ordinance	3-Nov-10
ADM 07-02	Pension Plan Conversion	3-Nov-10
ADM 09-07	Web Site Upgrade Status	3-Nov-10
DPW 07-02	Hershey's Mill Dam	3-Nov-10
DPW 10-02	Pedestrian Crosswalk @ Township Park	3-Nov-10
ADM 10-02	Annual Training Plan	9-Nov-10
ADM 10-07	Staffing Analysis	9-Nov-10
FIN 09-02	Capital Reserve Fund Analysis	9-Nov-10
PCZ 06-01	Parking for Multi-Use Space in IP/BP District	9-Nov-10
PCZ 10-01	CTDI Parking	9-Nov-10
ADM 10-16	Performance Evaluations	16-Nov-10
ADM 10-7	Emergency Operations Plan	16-Nov-10
DPW 10-02	Ridley Creek Expansion Monthly Update	16-Nov-10
FIN 10-06	Friends of East Goshen Township 501c3	16-Nov-10
FIN 10-03	Monthly Financial Reports	23-Nov-10
ADM 09-10	Soccer Fields @ Line Road	7-Dec-10
DPW 07-01	Geese Management Program	7-Dec-10
DPW 08-04	Invasive Species	7-Dec-10
PCZ 10-03	Generator Installations	7-Dec-10
ADM 10-01	Employee Benefits	19-Dec-10
ADM 09-04	Quarterly Review of Right to Know Requests	3-Jan-11
ADM 08-02	Review Comp Plan Action List (Ch 10)	8-Jan-11
DPW 10-04	Historic Books	11-Jan-11
DPW 08-02	Quarterly Report on I&I	26-Jan-11
FIN 09-01	Quarterly Summary of Pending Legal Cases	26-Jan-11
FIN 10-05	Quarterly Financial Reports - 2010	26-Jan-11

#	Item	Action Due Date
PCZ 09-01	Telecom Registration and Reporting	16-Feb-11
FIN-10-10	Energy Usage at Township Building	15-Mar-11
DPW 10-5	Street Signs	29-Mar-11
ADM 09-02	Records Retention Resolution (Email System)	Completed
ADM 09-05	Energy Conservation in Twp Bldg	Completed
ADM 09-08	Police Scheduling	Completed
ADM 09-09	ARCVIEW System (GIS)	Completed
ADM 09-11	2010 Sponsorships: Fireworks & Leaf Bags	Completed
ADM 09-12	Deer Management Committee	Completed
ADM 09-13	ABC Appreciation Event Guest List	Completed
ADM 10-03	Township Advisory Group	Completed
ADM 10-04	Information Systems Analysis	Completed
ADM 10-07	Printers	Completed
ADM 10-13	Sewer Metered Billing	Completed
ADM 10-14	Newsletter Advertising	Completed
ADM 10-15	Resolutions Book	Completed
ADM 10-18	DMP Resolution	Completed
ADM 10-19	USDA Geese Round Up	Completed
ADM 10-20	Planning Commission Vacancies	Completed
ADM 10-21	ABC Meeting Minutes of 5/15/10	Completed
DPW 07-04	Park Bridge Permit & Construction	Completed
DPW 08-01	Public Works Service Outsourcing	Completed
DPW 08-06	Recycling Contract	Completed
DPW 09-03	Road Resurfacing	Completed
DPW 10-01	Tree Vitalize Grant (Conservancy)	Completed
DPW 10-06	Cost of Electric Work	Completed
FIN 10-02	Services List	Completed
FIN 10-06	Municipal Authority Funding	Completed

#	Item	Action Due Date
FIN 10-07	WCF Tower @ Township Building	Completed
FIN 10-08	DPW Expense Allocation	Completed
FIN 10-09	Invoice Coding Review	Completed
PCZ 10-04	Lieberman Early & Co	Completed
PCZ 10-07	Sunoco Reports	Ongoing

A

EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

Wireless Ordinance

No:

ADM 07-01

List Date:

6/29/2007

Completed Date:

Description:

Review and revise Ordinance.

Date	Action
5/4/2010	Bring ordinance up to standards and close some loopholes. Remove annual reporting and fee. Wireless carrier name change. Review satellite dishes
5/4/2010	Memo from Mark Gordon.
5/25/2010	Mark to review Ordinance with Jeff Sommer to address issues related to current technology, configurations and Township restrictions.
7/27/2010	The first draft of the ordinance is attached. It is still a work in progress. If you have any comments please pass them on to Mark Gordon. Once we have incorporated the comments we will have a draft for the Board's review.
9/14/2010	Comments have been sent to Kristin- She is working on revised ordinance
10/5/2010	We have sent additional comments to Kristin- She is working on revised ordinance
11/3/2010	Second Draft is attached for review

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice: 610-692-7171
Fax: 610-692-8950
E-mail: mgordon@eastgoshen.org

Date: 10/29/2010
To: Board of Supervisors
From: Mark Gordon, Township Zoning Officer *mlg*
Re: Wireless Ordinance

Dear Boards Members:

Ms. Kamp has compiled the Wireless Communications Ordinance for your review. This version splits the ordinance into two separate sections:

- 1) Antenna(s) erected on Commercial Communications Support Structures (Towers). **PAGE 1**
- 2) Antenna(s) erected on Existing Structures. **PAGE 8**

2
3 (h) **Wireless communications facilities.**

4
5 [1] Purpose. The purpose of this subsection and the standards established
6 herein are to govern the use, construction and siting of wireless communications
7 facilities in recognition of the nature of wireless communications systems and the
8 Federal Telecommunications Act of 1996, as amended from time to time. These
9 regulations are intended to:

10
11 [a] Accommodate the need for wireless communications facilities while
12 regulating their location and number so as to ensure the provision for necessary
13 services.

14
15 [b] Minimize the adverse visual effects and the number of such
16 facilities through proper design, siting, screening, material, color and finish, and by
17 requiring that competing providers of wireless communications services collocate their
18 commercial communications antennae and related facilities on existing towers if
19 possible.

20
21 [c] Ensure the structural integrity of commercial communications
22 antenna support structures through compliance with applicable industry standards and
23 regulations.

24
25 [d] Promote the health, safety and welfare of the Township's residents.

26
27 → [2] Standards for commercial communications antenna erected on a
28 commercial communications support structure. All applicants seeking to construct,
29 erect, relocate or alter a commercial communications support structure and shall comply
30 with the following regulations. A written narrative that addresses how the applicant will
31 meet each of the regulations listed below shall be submitted with the conditional use
32 application.

33
34 [a] Location and height.

35
36 [i] Wireless communications facilities must be located on
37 property within the following zoning districts where permitted
38 as a conditional use and only in such location within that
39 district and at a height necessary to satisfy their function in
40 the applicant's wireless communications system. The zoning
41 districts in which wireless communications facilities are
42 permitted by conditional use are the BP and I-1 Districts, and
43 on any property owned by East Goshen Township,
44 regardless of the zoning district.
45

[ii] Maximum heights. No commercial communications antenna support structure shall be taller than 120 feet, measured from undisturbed ground level, unless the applicant proves that another provider of wireless communications services has agreed to collocate commercial communications antenna(e) on the applicant's commercial communications antenna support structure. In such case, the commercial communications antenna support structure shall not exceed 150 feet.

[iii] In no event shall the mounted commercial communications antenna(e) height on any tower extend more than 25 feet above the installed height of the tower. No applicant shall have the right under these regulations to erect a tower to the maximum height specified, unless it proves the necessity for such height. The applicant shall demonstrate that the proposed height of the commercial communications antenna support structure and the commercial communications antennae intended to be attached thereto is the minimum height required to provide satisfactory service for wireless communications.

[b] Conditional Use Application.

[i] Site plan. A site plan shall be submitted with the conditional use application which shows all existing and proposed structures and improvements, including but not limited to the commercial communications antenna(e), commercial communications antenna support structure, building, fencing, landscaping, parking, ingress and egress. In addition, the site plan shall show each of the contiguous properties, identified by tax parcel number and owner, depicting all buildings and structures located on such properties and their principal and/or accessory uses. The plan shall comply with the requirements for a final plan as set forth in Chapter 205, Subdivision and Land Development.[do we want to require such a detailed plan?]

[ii] The conditional use application shall be accompanied by the following: a propagation study demonstrating that there is a substantial gap in coverage for the provider, a description of the type and manufacturer of the proposed transmission/radio equipment, a study demonstrating compliance with the noise standards in Section 240-24 and the name, address and contact information for the primary

and secondary contact person responsible for the facility operation and maintenance.

[iii] Licensing and applicable regulations. If the applicant is a commercial wireless communications company, it must demonstrate that it is licensed by the Federal Communications Commission (FCC) and submit with the conditional use application copies of all FCC permits and licenses. All such information shall be accompanied by a certification signed by an officer of the applicant providing that, after due inquiry, the information being supplied is true and correct to the best of their knowledge, information and belief.

[iv] Section 106. The applicant shall provide proof to the Township that it has complied with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, as amended, and has reviewed the effects of the proposed wireless communications facilities on local historic resources that are included in or eligible for inclusion in the National Register of Historic Properties.

[v] Maintenance. During the conditional use hearing, the applicant shall describe anticipated maintenance needs, including frequency of service, personnel needs, equipment needs and the traffic safety and noise impacts of such maintenance. If approved, the applicant shall be responsible for maintaining the commercial communications antenna(e) in the manner described in the hearing or as required by the Board as part of the conditional use approval.

[vi] Collocation. Prior to the Board's approval of a conditional use authorizing the construction and installation of a commercial communications antenna support structure (tower) it shall be incumbent upon the applicant to prove to the reasonable satisfaction of the Board that the applicant cannot adequately extend or infill its communications system by the use of equipment such as repeaters, antenna(e) and other similar equipment installed on existing structures, such as utility poles, existing commercial communications support structures, and other available tall structures. The applicant shall demonstrate that it has contacted the owners of structures of suitable location and height within a one-mile radius of the site proposed, has asked for permission to install the commercial communications antenna(e) on those structures and has been denied such permission. The Board

of Supervisors may deny an application to construct a new commercial communications antenna support structure if the applicant has not made a good faith effort to mount the commercial communications antenna(e) on an existing structure as set forth in this subsection.

[c] Building Permit Required. Upon approval of the conditional use application, the applicant shall apply for and obtain a building permit prior to the erection of the commercial communications support structure.

[i] Soil report. A soil report complying with the standards of Geotechnical Investigations, ANSI/EIA-222-E, as amended, shall be submitted to the Township Engineer to document and verify the design specifications of the foundation for the commercial communications antenna support structure, and anchors for the guy wires, if used.

[ii] Certification by engineer. Prior to the Township's issuance of a permit authorizing construction and erection of a commercial communications antenna support structure, a structural engineer registered in Pennsylvania shall issue to the Township a written certification of its ability to meet the structural standards offered by either the Electronic Industries Association or the Telecommunication Industry Association, and certify the proper construction of the foundation and the erection of the commercial communications antenna support structure.

[d] Wireless communications equipment building or pad. Either one single-story wireless communications equipment building not exceeding 500 square feet in area, or a concrete pad not exceeding 10 feet by 20 feet in area that contains up to three metal boxes housing the receiving and transmitting equipment may be located on the property where the tower is located. This pad must be setback a minimum of ten feet from a property line and the combined height of the pad and boxes may not exceed eight feet. Each unrelated company sharing commercial communications antenna(e) space on the tower may have its own building or pad.

[e] Other facilities. With the exception of the wireless communications equipment building housing the receiving and transmitting equipment necessary for the proper functioning of the tower and commercial communications antenna(s), all other uses ancillary to commercial communications antenna(s) and commercial communications antenna support structures, including but not limited to a business office, mobile telephone switching office, maintenance depot and vehicular storage area shall not be located on any land site, unless otherwise permitted by the applicable district regulations in which the site is located.

[f] Utilities. All utilities required for the facility shall be located underground.

[g] Setbacks from tower base. The minimum setback for the tower base shall comply with the minimum setbacks established for the zoning district in which the tower is located.

[h] Antenna support structure safety. The applicant shall demonstrate that the proposed commercial communications antenna(e) and commercial communications antenna support structure are designed and constructed in accordance with all applicable building standards for such facilities and structures, including but not limited to the standards developed by the Electronics Industry Association, the Institute of Electrical and Electronics Engineer, the Telecommunications Industry Association, the American National Standards Institute and the Electrical Industry Association. The applicant shall demonstrate that the proposed wireless communications facility is designed in such a manner so that no part of the facility will attract/deflect lightning onto adjacent properties.

[i] Fencing. A security fence having a minimum height of six (6) feet shall be required around the antenna support structure and other equipment.

[j] Landscaping. The following landscaping shall be required to screen as much of a newly constructed commercial communications antenna support structure as possible. The Board of Supervisors may permit any combination of existing vegetation, topography, walls, decorative fences or other features instead of landscaping, if, in the discretion of the Board of Supervisors, they achieve the same degree of screening as the required landscaping.

[i] An evergreen screen shall be required to surround the commercial communications antenna support structure. The screen can be either a hedge planted three feet on center maximum or a row of evergreen trees planted 10 feet on center maximum. The evergreen screen shall be a minimum planted height of six feet at planting and shall be capable of growing to a minimum of 15 feet at maturity.

[ii] Existing vegetation on and around the land site shall be preserved to the greatest extent possible.

[iii] The landscaping shall be maintained by the applicant for as long as the facility is in operation.

[k] Design. In order to reduce the number of commercial communications antenna support structures in the Township in the future, the proposed commercial communications antenna support structure shall be designed to accommodate other potential communication users, including but not limited to

commercial wireless communication companies, local police, fire and ambulance companies.

[I] Proof of annual inspection.

[i] Annually, the owner of a commercial communications antenna support structure shall submit to the Township proof of the annual inspection of the commercial communications antenna support structure and commercial communications antenna(e) by an independent professional engineer as required by the ANSI/EIA/TIA-222-E Code. Based upon the results of such inspection, the Board of Supervisors may require removal or repair of the wireless communications facility.

[ii] In the event that the annual inspection referred to above is not performed in a timely manner or if the owner of the wireless communications facility fails to make the necessary repairs or to remove the facility when directed by the Board the owner shall be subject to civil enforcement proceedings in accordance with § 240-54.

[m] Required parking. If the wireless communication facility is fully automated, a minimum of two spaces shall be provided unless the applicant demonstrates to the satisfaction of the Board of Supervisors that adequate parking is available. If the wireless communication facility is not fully automated, the number of required parking spaces shall equal the number of employees present at the wireless communication facility during the largest shift.

[n] Visual appearance. Commercial communications antenna support structures shall be painted silver, or another color approved by the Board, or shall have a galvanized finish. All wireless communications equipment buildings and other accessory facilities shall be aesthetically and architecturally compatible with the surrounding environment and shall maximize the use of a like facade to blend with the existing surroundings and neighboring buildings to the greatest extent possible.

[o] No sign or other structure shall be mounted on the wireless communications facility, except as may be required by the FCC, FAA or other governmental agency.

[p] Lighting. Commercial communications antenna support structures shall meet all Federal Aviation Administration (FAA) regulations. No commercial communications antenna support structure may be artificially lighted except when required by the FAA or other governmental authority. When lighting is required by the FAA or other governmental authority, it shall be limited to the minimum lumens and number of lights so required and it shall be oriented inward so as not to project onto

1 surrounding properties. The applicant shall promptly report any outage or malfunction of
2 FAA mandated lighting to the appropriate governmental authorities and to the Township
3 Secretary.

4
5 [q] Abandonment. If use of the wireless communications facility is
6 abandoned, or if the wireless communications facility is not in use for a period of six
7 months or longer, the owner shall demolish and/or remove the wireless communications
8 facility from the land site within six months of such abandonment and/or nonuse. All
9 costs of demolition and/or removal shall be borne by the owner of the wireless
10 communications facility. In the event that the demolition and/or removal referred to
11 above is not performed in a timely manner, the owner shall be subject to civil
12 enforcement proceedings in accordance with § 240-54C.

13
14 [r] Interference. In the event that the wireless communications facility
15 causes interference with the radio or television reception of any Township resident for a
16 period of three continuous days, the resident shall notify the applicant of such
17 interference and the applicant, at the applicant's sole expense, shall thereafter ensure
18 that any interference problems are promptly corrected. In the event that the interference
19 is not corrected in a timely manner, the applicant shall be subject to the civil
20 enforcement proceedings in accordance with § 240-54C.

21
22 [s] Annual report. In January of each year, the owner of any wireless
23 communications facility shall pay the registration fee as established from time to time by
24 resolution of the Board of Supervisors and shall provide the Township with the following
25 information.

26
27 [i] The names and addresses of the owner of the wireless
28 communications facility and any organizations utilizing the
29 wireless communications facility and telephone numbers of
30 the appropriate contact person in case of emergency.

31
32 [ii] The name and address of the property owner on which the
33 wireless communications facility is located.

34
35 [iii] The location of the wireless communications facility by
36 geographic coordinates, indicating the latitude and longitude.

37
38 [iv] Output frequency of the transmitter.

39
40 [v] The type of modulation, digital format and class of service.

41
42 [vi] Commercial communications antenna(e) gain.

43
44 [vii] The effective radiated power of the commercial
45 communications antenna(e).

- [viii] The number of transmitters, channels and commercial communications antenna(e).
- [ix] A copy of the owner's or operator's FCC authorization.
- [x] Commercial communications antenna(e) height.
- [xi] Power input to the commercial communications antenna(e).
- [xii] Distance to nearest base station.
- [xiii] A certification signed by an officer of the applicant that the wireless communications facility is continuing to comply with this chapter and all applicable governmental regulations, including but not limited to output and emission limits established by the FCC.
- [xiv] A certificate of insurance issued to the owner/operators, evidencing that there is adequate current liability insurance in effect insuring against liability for personal injuries and death and property damage caused by the land site and the wireless communications facilities.
- [xv] Changes occurring with respect to any of the information required above shall be reported to the Township, in writing, within 10 days of the effective date of such changes. The failure to supply the annual report by the close of January shall result in the issuance of an enforcement notice in accordance with § 240-54.

[3] Standards for commercial communications antenna erected on an existing structure. All applicants seeking to construct, erect, relocate or alter a commercial communications antenna on an existing structure shall comply with the following regulations. A written narrative that addresses how the applicant will meet each of the regulations listed below shall be submitted with the conditional use application.

[a] Location and height.

- [i] The commercial communications antenna must be located on an existing structure. For purposes of this Subsection, in order to constitute an existing structure, the structure must be one that was constructed and/or erected prior to April 7, 1998.

1 [ii] Steeple exception to existing structure requirement. The
2 applicant may, upon conditional use approval being granted
3 by the Board of Supervisors, install a commercial
4 communications antenna in any zoning district, in
5 accordance with the provision of this section provided the
6 commercial communications antenna shall be located
7 entirely within a steeple located on a place of worship and no
8 portion of the antenna shall be visible from the outside.
9

10 [iii] In no event shall mounted commercial communications
11 antenna(e) extend more than 25 feet above the height of the
12 existing structure. The applicant shall demonstrate that the
13 proposed height of the commercial communications antenna
14 is the minimum height required to provide satisfactory
15 service for wireless communications.
16

17 [b] Conditional Use.
18

19 [i] Site plan. A site plan shall be submitted with the conditional
20 use application which shows all existing and proposed
21 structures and improvements, including but not limited to the
22 commercial communications antenna(e), the existing
23 structure to which the commercial communications
24 antenna(e) will be attached, building, fencing, landscaping,
25 parking, ingress and egress. In addition, the site plan shall
26 show each of the contiguous properties, identified by tax
27 parcel number and owner, depicting all buildings and
28 structures located on such properties and their principal
29 and/or accessory uses. The plan shall comply with the
30 requirements for a final plan as set forth in Chapter 205,
31 Subdivision and Land Development. [same comment as
32 above.]
33

34 [ii] The conditional use application shall be accompanied by the
35 following: a propagation study demonstrating that there is a
36 substantial gap in coverage for the provider, a description of
37 the type and manufacturer of the proposed transmission/radio
38 equipment, a study demonstrating compliance with the noise
39 standards in Section 240-24 and the name, address and
40 contact information for the primary and secondary contact
41 person responsible for the facility operation and maintenance.
42

[iii] Licensing and applicable regulations. If the applicant is a commercial wireless communications company, it must demonstrate that it is licensed by the Federal Communications Commission (FCC) and submit with the conditional use application copies of all FCC permits and licenses. All such information shall be accompanied by a certification signed by an officer of the applicant providing that, after due inquiry, the information being supplied is true and correct to the best of their knowledge, information and belief.

[iv] Section 106. The applicant shall provide proof to the Township that it has complied with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, as amended, and has reviewed the effects of the proposed wireless communications facilities on local historic resources that are included in or eligible for inclusion in the National Register of Historic Properties.

[v] Maintenance. During the conditional use hearing, the applicant shall describe anticipated maintenance needs, including frequency of service, personnel needs, equipment needs and the traffic safety and noise impacts of such maintenance. If approved, the applicant shall be responsible for maintaining the commercial communications antenna(e) in the manner described in the hearing or as required by the Board as part of the conditional use approval.

[c] Building Permit Required. Upon approval of the conditional use application the applicant shall apply for and obtain a building permit prior to the erection of the commercial communications antenna on an existing structure, prior to the Township's issuance of a permit authorizing construction and erection of a commercial communications antenna, a structural engineer registered in Pennsylvania shall issue to the Township a written certification that confirms that the existing structure can support the load of the proposed antenna.

[d] Wireless communications equipment. A concrete pad not exceeding 10 feet by 20 feet in area that contains up to three metal boxes housing the receiving and transmitting equipment may be located on the property where the commercial communications antenna will be located. This pad must be setback a minimum of ten feet from a property line and the combined height of the pad and boxes may not exceed eight feet. Each unrelated company having an antenna on the existing structure may have its own concrete pad.

1 If the commercial communications antenna is installed on an existing utility pole,
2 the Board may authorize the installation of one or more cabinets on the utility pole upon
3 which the antenna(s) is located. The cabinets shall be located at the maximum height
4 allowed by the owner of the utility pole, however, in no case shall the bottom of any
5 cabinet be less than eight feet above ground level. The Board shall approve the color,
6 size and orientation of the cabinet(s) on the pole.

7
8 [e] Other facilities. With the exception of the wireless communications
9 equipment pad housing the receiving and transmitting equipment necessary to the
10 proper functioning of the commercial communications antenna(s), all other uses
11 ancillary to commercial communications antenna(s), including but not limited to a
12 business office, mobile telephone switching office, maintenance depot and vehicular
13 storage area shall not be located on any land site, unless otherwise permitted by the
14 applicable district regulations in which the site is located.

15
16 [f] Utilities. All utilities required for the antenna shall be located
17 underground.

18
19 [g] Required parking. If the wireless communication antenna is fully
20 automated, a minimum of two spaces shall be provided unless the applicant
21 demonstrates to the satisfaction of the Board of Supervisors that adequate parking is
22 available. If the wireless communication antenna is not fully automated, the number of
23 required parking spaces shall equal the number of employees present at the wireless
24 communication antenna during the largest shift.

25
26 [h] Proof of annual inspection.

27
28 [i] Annually, the owner of a commercial communications
29 antenna shall submit to the Township proof of the annual
30 inspection of the commercial communications antenna by an
31 independent professional engineer as required by the
32 ANSI/EIA/TIA-222-E Code. Based upon the results of such
33 inspection, the Board of Supervisors may require removal or
34 repair of the wireless communications facility.

35
36 [ii] In the event that the annual inspection referred to above is
37 not performed in a timely manner or if the owner of the
38 antenna fails to make the necessary repairs or to remove the
39 antenna when directed by the Board, the owner shall be
40 subject to civil enforcement proceedings in accordance with
41 § 240-54.
42
43

1 [i] Lighting. Commercial communications antenna shall meet all
2 Federal Aviation Administration (FAA) regulations. No commercial communications
3 antenna may be artificially lighted except when required by the FAA or other
4 governmental authority. When lighting is required by the FAA or other governmental
5 authority, it shall be limited to the minimum lumens and number of lights so required and
6 it shall be oriented inward so as not to project onto surrounding properties. The
7 applicant shall promptly report any outage or malfunction of FAA mandated lighting to
8 the appropriate governmental authorities and to the Township.

9
10 [j] Abandonment. If use of the wireless communications antenna is
11 abandoned, or if the wireless communications antenna is not in use for a period of six
12 months or longer, the owner shall remove the wireless communications antenna from
13 the existing structure within six months of such abandonment and/or nonuse. All costs
14 of demolition and/or removal shall be borne by the owner of the wireless
15 communications antenna. In the event that the demolition and/or removal referred to
16 above is not performed in a timely manner, the owner shall be subject to civil
17 enforcement proceedings in accordance with § 240-54C.

18
19 [k] Interference. In the event that the wireless communications
20 antenna causes interference with the radio or television reception of any Township
21 resident for a period of three continuous days, the resident shall notify the applicant of
22 such interference and the applicant, at the applicant's sole expense, shall thereafter
23 ensure that any interference problems are promptly corrected. In the event that the
24 interference is not corrected in a timely manner, the applicant shall be subject to the civil
25 enforcement proceedings in accordance with § 240-54C.

26
27 [l] Annual report. In January of each year, the owner of any wireless
28 communications antenna shall pay the registration fee as established from time to time
29 by resolution of the Board of Supervisors and shall provide the Township with the
30 information specified in Section 240-31(h)[2][s]. Failure to supply the annual report by
31 the close of the following January shall result in the issuance of an enforcement notice
32 in accordance with Section 240-54.

18

Rick Smith

From: Ivy, Sarah K. [Sivy@foxrothschild.com]
Sent: Wednesday, October 27, 2010 6:05 PM
To: 'Rick Smith'
Cc: Schauer, Randall C.
Subject: East Goshen - Pension Plan (new)
Attachments: EX1-#955129-v2-East_Goshen_Twp_Money_Purchase_Pension_Plan.DOC

Rick:

Attached is a draft of the East Goshen Township Non-Uniformed Employees' Money Purchase Pension Plan. Please review and contact me with any questions or comments you may have. I expect there will be revisions, however, any revisions should be relatively minor. I am available to discuss at your earliest convenience.

Thank you,

Sarah K. Ivy
Attorney at Law
Fox Rothschild LLP
Eagleview Corp. Center
747 Constitution Drive, Suite 100
PO Box 673
Exton, PA 19341-0673
Direct Phone: 610.458.3118
General Fax: 610.458.7337
sivy@foxrothschild.com
www.foxrothschild.com

ATTENTION:

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Thank you.

Bid Out and Restructure Annual Audit Process



Summary

Annually bid for professional audit services and eliminate or reduce the cost of elected township auditors.

Ease	L	M	H
Cost	L	M	H
Benefit	H	M	L
Prob	H	M	L

Benefits

Reduce or eliminate the cost of elected auditors who add no benefit to the Township management or controls.	\$15,000
Improve the oversight of the finance function by insisting on a complete and meaningful Management Letter from the Independent Auditor each year.	

Costs

Not applicable

Specific Recommendations

- The Township must set a clear and specific set of requirements for the professional auditors to meet during each annual audit. These requirements must not only include the audit and issuance of financial statements which meet all legal and accounting standards requirements but also include a complete and extensive review of internal controls along with complete written recommendations and comments.
- Bid for the services of a professional auditor at least every 3 years and specifically for the 2010 annual audit program. Select a professional auditor that can meet the needs of the requirements set forth by the Township.
- Reduce the number of Elected Township Auditors to the minimum required by law. Since the auditors do not participate in the audit process, reduce or preferably eliminate their annual compensation. If compensation cannot be eliminated, reduce it to no more than \$100/year. Township boards and commissions serve the Township and its residents with no pay and all do an outstanding and appreciated service. We should expect that if Township Auditors are required by law to serve, they should serve for no compensation.

EAST GOSHEN TOWNSHIP
ACTION ITEM

NEW 20

Item:

New Format for Street Signs

No:

DPW 10-5

List Date:

10/25/2010

Completed Date:

Description:

Determine impact of installing new street signs with lower case letters per
FHWA requirements

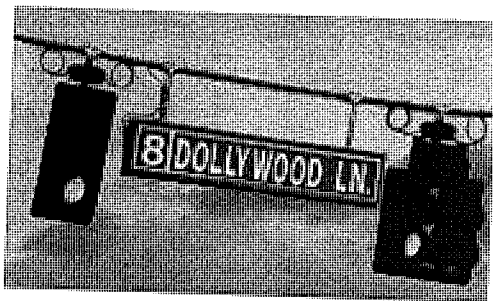
Date	Action
3/29/2011	Report on impact due



ALL CAPS? Not OK on road signs, federal government says

Updated 3d 22h ago

By Larry Copeland, USA TODAY



By Eileen Blass, USA TODAY

The federal government is requiring localities to replace street signs in all capital letters, like this one in Pigeon Forge, Tenn., with signs using upper and lowercase letters.

CAN YOU READ THIS?

There, is that better?

In a nod to the fading eyesight of the nation's growing number of aging Baby Boomers, the federal government is requiring communities around the USA to change street name signs from all capital letters to a combination of capital and lowercase letters. The government says that makes them easier to read.

Cash-starved localities also will have to dig deep for new, more reflective traffic signs to make them easier to see at night, especially by older drivers.

MISSOURI: Tourists welcomed with bigger, brighter road signs

SOLAR SIGNS: More cities turn to solar power for

traffic signs

Under Federal Highway Administration (FHWA) regulations, communities have until 2015 to improve the nighttime visibility of roadside signs — such as stop, yield and railroad crossing signs. The issue is how well a sign redirects light from an automobile's headlights back toward the vehicle. Signs that fail to meet minimum standards must be replaced. Communities will be allowed to change the street name signs as they wear out.

The changes are called for in the Manual on Uniform Traffic Control Devices, an 816-page (plus appendixes) behemoth that sets standards for traffic control devices — signs, signals and pavement markings.

"As drivers get older, we want to make sure they're able to read the signs," says FHWA administrator Victor Mendez. "Research shows that older drivers are better able to read signs when they're written in both capital and small letters. It's really driven by safety."

Despite that, the rule changes are not welcome in communities that have cut budgets to the quick.

"I think it's ridiculous," says Milwaukee Alderman Bob Donovan, whose city will spend about \$1.4 million on new signs over the next four years. "Our street signs have worked perfectly well for 100 years or more. I think it's just the federal government run amok. If they don't have far more important things to deal with, they're not doing their job."

A gripe heard across the land: The government is



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providing no funds to make the change.

Iron Mountain, Mich., which has a population of 8,154 and a \$6 million budget, will spend \$30-\$50 apiece replacing several hundred signs, says city manager Jordan Stanchina. "You're looking at all the other things you've got to cut, and now you've got to do this," he says.

Canyon, Texas, city manager Randy Criswell says the Texas Panhandle city of about 15,000 will replace 1,500-2,000 signs at a cost of about \$100 apiece. "Do I think that's money that's spent as well as it could be? I sure don't," he says. "I've got parents that are getting elderly. They think this is silly."

Some cities such as Eau Claire, Wis., have already been gradually replacing signs as they wear out. Brian Amundson, the city's public works director, says replacing signs is "a good, worthwhile program. It really does make a difference." But he says, "It's just that in these difficult financial times, people don't like it shoved down their throat because they don't see the immediate value of it."

The advertisement features the USA TODAY logo at the top left, followed by the word "AutoPilot" in a large, bold, sans-serif font. To the right of "AutoPilot" is a small icon of an airplane. Below the title is a smartphone displaying the app's interface, which includes a list of travel-related items such as "USA TODAY Morning", "A6", "B42 to B45 Linked", "MAGNIFICENT (ART)", "View a Photo gallery of", and "FLYING WITH A BUDGET". To the right of the smartphone, the text reads "The new travel app for iPhone® and iPod touch®". Below this text is the "Presented by:" logo for "Hampton". At the bottom right, the text "SEE HOW IT WORKS »" is displayed in a bold, sans-serif font.

**Rick Smith**

From: Don McConathy [dmccconathy@verizon.net]
Sent: Friday, October 22, 2010 2:41 PM
To: Rick Smith; Mark Miller; 'Carmen Battavio'; 'Clapper, Thom'; 'Marty Shane'; 'Senya Isayeff'
CC: 'Deborah Beury'
Subject: Traffic signs

Based on the article listed below which I got from TMACC it appears we may have to go through yet another upgrade to our street signs thanks to Uncle Sam. Before we replace any additional signs please research this information and make a determination of the impact on the Township going forward. We do not need this for the 2011 budget (unless we decide to defer additional signs) but we should review this in early 2011 to see the impact and develop a plan. I could hope we have this covered but I believe the use of lower case on the street signs is a new requirement. Not sure where we get our guidance for signs – PADOT maybe? In which case we may have to wait for them to catch up before planning.

Rick – please add to the action list so we can track. Maybe a 30 March date?

http://www.usatoday.com/news/nation/2010-10-21-road-signs-all-caps-lowercase_N.htm

Don McConathy

Rick Smith

From: Belmonte, Louis [lbelmonte@state.pa.us]
Sent: Wednesday, October 27, 2010 8:55 AM
To: rsmith@eastgoshen.org
Subject: FW: New sign requirements

Rick –

Pennsylvania has still not adopted the 2009 MUTCD, so the 2003 version remains in effect. I can't say for sure, but I think that may be the case for at least awhile. The best I can tell is that the new MUTCD changed language with regard to capital and small case lettering. But there doesn't seem to be any Target Compliance Date for that change to be implemented.

Although the 2009 edition has not been adopted yet, all established "Target Compliance Dates established by FHWA are shown in a very useful table (Table I-2), and here is a link: <http://mutcd.fhwa.dot.gov/htm/2009/intro/intro.htm>

Your concern that information of this sort may not be reaching municipalities as well as possible is probably accurate, I have gotten a handful of inquiries since a similar story ran in the Wall Street Journal (I believe) a few weeks ago. I have forwarded the concern to the Bureau of Highway Safety and Traffic Engineering and they are looking into ways to better disperse information and guidance of this sort, possibly through our Bureau of Municipal Services (newsletters perhaps).

Following is a summary of changes to the Street Name Sign section of the MUTCD (2003 edition in red, 2009 edition in blue) as an FYI:

Section ~~2D.38~~ 2D.43 Street Name Signs (D3-1 or D3-1a)

Guidance:

Street Name (D3-1 or D3-1a) signs (see Figure 2D-10) should be installed in urban areas at all street intersections regardless of other route signs that ~~may~~ might be present and should be installed in rural areas to identify important roads that are not otherwise signed.

Option:

For streets that are part of a U.S., State, or county numbered route, a D3-1a Street Name sign (see Figure 2D-10) that incorporates a route shield may be used to assist road users who might not otherwise be able to associate the name of the street with the route number.

Standard:

The lettering for names of streets and highways on Street Name signs shall be composed of a combination of lower-case letters with initial upper-case letters (see Section 2A.13).

Guidance:

~~Lettering on ground- post-mounted Street Name signs should be at least 6 inches high in capital letters, or 6-inch composed of initial upper-case letters at least 6 inches in height with 4.5-inch and lower-case letters at least 4.5 inches in height.~~

~~On multi-lane streets with speed limits greater than 40 mph, the lettering on ground- post-mounted Street Name signs should be at least 8 inches high in capital letters, or 8-inch composed of initial upper-case letters at least 8 inches in height with 6-inch and lower-case letters at least 6 inches in height.~~

Option:

For local roads with speed limits of 25 mph or less, the lettering height on post-mounted Street Name signs may be a minimum composed of initial upper-case letters at least 4 inches in height and lower-case letters at least 3 inches in height.

Guidance:

~~If overhead Street Name signs are used, the lettering should be at least 12 inches high in capital letters, or 12-inch composed of initial upper-case letters at least 12 inches in height with 9-inch and lower-case letters at least 9 inches in height.~~

Support:

The recommended minimum letter heights for Street Name signs are summarized in Table 2D-2.

Option:

Supplementary lettering to indicate the type of street (such as Street, Avenue, or Road) or the section of the city (such as NW) on the D3-1 and D3-1a signs may be in smaller lettering, composed of initial upper-case letters at least 3 inches high in height and lower-case letters at least 2.25 inches in height. Conventional abbreviations (see Section 1A.15) may be used except for the street name itself.

A symbol or letter designation pictograph (see definition in Section 1A.13) may be used on a Street Name D3-1 sign to identify the governmental jurisdiction, area of jurisdiction, or other government-approved institution.

Standard:

Pictographs shall not be displayed on D3-1a or Advance Street Name (D3-2) signs (see Section 2D.44).

If a symbol or letter designation pictograph is used on a D3-1 sign, the height and width of the symbol or letter designation pictograph shall not exceed the upper-case letter height of the principal legend of the sign.

Guidance:

The symbol or letter designation pictograph should be positioned to the left of the street name.

Standard:

The Street Name sign shall be retroreflective or illuminated to show the same shape and similar color both day and night. The color of the legend (and background border, if used) shall be of contrasting with the background colors of the sign.

Guidance:

~~Street Name signs should have a white legend on a green background. A border, if used, should be the same color as the legend.~~

Option:

The border may be omitted from a Street Name sign.

An alternative background color other than the normal guide sign color of green may be used for Street Name (D3-1 or D3-1a) signs where the highway agency determines this is necessary to assist road users in determining jurisdictional authority for roads.

Standard:

Alternative background colors shall not be used for Advance Street Name (D3-2) signs (see Section 2D.44).

The only acceptable alternative background colors for Street Name (D3-1 or D3-1a) signs shall be blue, brown, or white. Regardless of whether green, blue, or brown is used as the background color for Street Name (D3-1 or D3-1a) signs, the legend (and border, if used) shall be white. For Street Name signs that use a white background, the legend (and border, if used) shall be black.

Guidance:

An alternative background color for Street Name signs, if used, should be applied to the Street Name (D3-1 or D3-1a) signs on all roadways under the jurisdiction of a particular highway agency.

In business or commercial districts areas and on principal arterials, Street Name signs should be placed at least on diagonally opposite corners. In residential areas, at least one Street Name sign should be mounted at each intersection. Signs naming both streets should be installed at each intersection. They should be mounted with their faces parallel to the streets they name.

Option:

To optimize visibility, Street Name signs may be mounted overhead. Street Name signs may also be placed above a regulatory or STOP or YIELD sign with no required vertical separation.

Guidance:

In urban or suburban areas, especially where Advance Street Name signs for signalized and other major intersections are not used, the use of overhead-mounted Street Name signs should be strongly considered.

Option:

At intersection crossroads where the same road has two different street names for each direction of travel, both street names may be shown displayed on the same sign along with directional arrows.

Support:

Information regarding the use of street names on supplemental plaques for use with intersection-related warning signs is contained in Section 2C.58.

Lou

Louis Belmonte P.E. | District Traffic Engineer
PA Department of Transportation
Engineering District 6-0
7000 Geerdes Blvd. King of Prussia, PA 19406

Phone: 610.205.6550 | Fax: 610.205.6598
lbelmonte@state.pa.us / www.dot.state.pa.us

From: Rick Smith [mailto:rsmith@eastgoshen.org]
Sent: Monday, October 25, 2010 1:49 PM
To: Belmonte, Louis
Cc: 'Mark Miller'
Subject: New sign requirements

Lou

There was an article in the USA Today last week that the FHWA will require municipalities to use lower case letters in their street signs. The article also mentions that we need to improve the reflectivity of the stop and yield signs, but I do not believe that is a new requirements..

Is the Department going to issue any guidance on this issue?

thanks

http://www.usatoday.com/news/nation/2010-10-21-road-signs-all-caps-lowercase_N.htm

Rick Smith, Township Manager
East Goshen Township

EAST GOSHEN TOWNSHIP ACTION ITEM

28

Item:

Pension Plan Conversion

No:

ADM 07-02

List Date:

1/2/2007

Completed Date:

Description:

Is it economically feasible to convert the current defined benefit plan to a defined contribution plan?

Date	Action
	Investigation options. Tom Anderson to do actuarial study and draft papers for new plan.
4/6/2010	Per Anderson we should have report by 4/9.
4/20/2010	Memo from Rick regarding cost to switch and recommended Township contribution
5/4/2010	Can Township mandate move to Defined Contribution? Solicitor reviewing.
5/25/2010	Solicitor suggests current plan be "frozen" and new plan begun. Still reviewing legal aspects and will send memo within week.
6/8/2010	Recommendation on freezing old plan.
6/15/2010	Update distributed 6/18/10
7/13/2010	Find out price to set up new plan and to freeze old plan. What will be budget requirement at current 8% assumed rate and 6%?
8/10/2010	BoS approved Time line
9/14/2010	Board to review executive summary of new plan.
10/15/2010	MG: No Update from Atty. Update for Board on Nov 3.
11/3/2010	First Draft is attached

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: October 28, 2010

To: Board of supervisors

From: Rick Smith, Township Manager

Re: Money Purchase Pension Plan

Attached is the first draft of the Money Purchase Pension Plan aka Defined Contribution Plan.

Give the voluminous of the document I would suggest deferring discussion on this until November 9, 2010.

**EAST GOSHEN TOWNSHIP
NON-UNIFORMED EMPLOYEES'
MONEY PURCHASE PENSION PLAN**

October 28, 2010 First Draft

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**EAST GOSHEN TOWNSHIP
MONEY PURCHASE PENSION PLAN
PREAMBLE**

East Goshen Township, a township of the ____ class within the Commonwealth of Pennsylvania (the "Township"), hereby establishes and maintains this money purchase pension plan (the "Plan") for its non-uniformed employees, which is intended to be qualified under Code §401(a).

The Plan is hereby established effective January 1, _____.

**ARTICLE I
DEFINITIONS**

The following words and phrases shall have the meaning set forth below:

1.1 Account

"Account" means the account established pursuant to section 4.1.

1.2 Account Owner

"Account Owner" means a Participant who has an Account balance, an Alternate Payee who has an Account balance, or a beneficiary who has obtained an interest in the Account of the previous Account Owner because of the previous Account Owner's death.

1.3 Alternate Payee

"Alternate Payee" means a Participant's Spouse, former spouse, child, or other dependent who is recognized by a QDRO as having a right to receive all, or a portion of, the benefits payable under this Plan with respect to such Participant.

1.4 Annual Addition

"Annual Addition" means the allocations to a Participant's Account for any Limitation Year, as described in detail below.

- (a) Annual Additions shall include: (i) Township Contributions (except as provided in paragraphs (b)(iii) and (b)(v)) to this Plan and Township contributions to any other defined contribution plan maintained by the Township, (ii) after-tax contributions to any other defined contribution plan maintained by the Township; (iii) elective deferrals by the Participant, to any other defined contribution plan maintained by the Township; (iv) forfeitures allocated to a Participant's Account in this Plan and any other defined contribution plan maintained by the Township (except as provided in paragraphs (b)(iii) and (b)(v) below); (v) all amounts paid or accrued to a welfare benefit fund as defined in Code §419(e) and allocated to the separate account (under the welfare benefit fund) of a Key Employee to provide post-retirement medical benefits; and (vi) contributions allocated on the

Participant's behalf to any individual medical account as defined in Code §415(l)(2).

- (b) Annual Additions shall not include: (i) rollovers to any defined contribution plan maintained by the Township; (ii) repayments of loans made to a Participant from a qualified plan maintained by the Township; (iii) repayments of forfeitures for rehired Participants, as described in Code §411(a)(7)(B) and §411(a)(3)(D); (iv) direct transfers of funds from one qualified plan to any qualified plan maintained by the Township; (v) repayments of forfeitures of missing individuals pursuant to section 12.12; or (vi) salary deferrals within the meaning of Code §414(u)(2)(C) or §414(v)(6)(B).

1.5 Code

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the regulations and rulings in effect thereunder from time to time.

1.6 Committee

“Committee” means the administrative committee provided for in section 7.4.

1.7 Township

“Township” means East Goshen Township, any successor thereto, that adopts the Plan pursuant to Article X.

1.8 Township Contributions

“Township Contributions” means all contributions to the Plan made by the Township pursuant to section 3.1 for the Plan Year.

1.9 Compensation

“Compensation” means:

(a) Compensation for Annual Additions.

- (i) Items Included. For purposes of determining the limitation on Annual Additions under section 3.4, Compensation means those amounts reported as “wages, tips, other compensation” on Form W-2 by the Township elective contributions that would have been reported as “wages, tips, other compensation” on Form W-2 by the Township but for an election under Code §125(a), §132(f)(4), §402(e)(3), §402(h)(1)(B), §402(k), or §457(b). The Plan shall ignore any rules that limit the remuneration included in “wages, tips, other compensation” based on the nature or location of the employment or the services performed.

- (ii) Timing Restrictions. Compensation includes amounts that are paid or made available to the Participant during the Limitation Year. Compensation does not include amounts paid after a Participant's termination of employment except that Compensation does include (A) amounts included in the final payment of his regular compensation for services provided before his termination (including regular pay, overtime, shift differential, commissions, bonuses, and similar payments), but only if the amounts are paid during the Limitation Year in which the termination occurred or, if later, within 2½ months of his termination, (B) the cash-out of any paid time off that the former employee would have been able to use had his employment continued, but only if such amount is paid during the Limitation Year in which the termination occurs or, if later, within 2½ months of his termination, and (C) payments from an unfunded nonqualified deferred compensation plan (1) that are includible in the Participant's gross income that are paid during the Limitation Year in which the termination occurred or, if later, within 2½ months of the termination, and (3) that would have been paid on such date(s) if the Participant had continued in employment.
- (b) Compensation for Top-Heavy Minimum Contributions and Identifying Highly Compensated Employees and Key Employees. For purposes of determining the minimum contribution under section 11.4 when the Plan is top-heavy, and for identifying Highly Compensated Employees and Key Employees, Compensation means the amounts that would be included as Compensation under subsection (a) if every occurrence of the phrase "Limitation Year" were replaced by the phrase "Plan Year."
- (c) Benefit Compensation. For purposes of determining and allocating Township Contributions under paragraphs 3.1(a)(i) and 3.1(a)(ii), Compensation generally means regular compensation paid by the Township.
 - (i) Inclusions. Specifically, Compensation includes:
 - (A) Regular salary or wages,
 - (B) Overtime pay,
 - (C) The regular annual bonus (unless all or a portion is excluded by the Committee before the regular annual bonus is paid) and any other bonus designated by the Committee,
 - (D) Salary reductions pursuant to any defined contribution plan maintained by the Township, and
 - (E) Salary reductions that are excludable from an Employee's gross income pursuant to Code §125 or §132(f)(4).

(ii) Exclusions. Compensation excludes:

- (A) Commissions,
- (B) Severance pay,
- (C) Moving expenses,
- (D) Any gross-up of moving expenses to account for increased income or employment taxes,
- (E) Foreign service premiums paid as an inducement to work outside of the United States,
- (F) Credits or benefits under this Plan and credits or benefits under any defined contribution plan maintained by the Township(except as provided in subparagraph (i)(D)),
- (G) Other contingent compensation,
- (H) Contributions to any other fringe benefit plan (including, but not limited to, overriding royalty payments or any other exploration-related payments),
- (I) Any bonus other than a bonus described in subparagraph 1.11(c)(i)(C), and
- (J) Except as provided under subparagraph (i)(F), any benefit accrued under, or any payment from, any nonqualified plan of deferred compensation.

(iii) Timing Issues. Compensation includes amounts that are paid to the Employee during that portion of a Plan Year while the Employee is a Covered Employee. Compensation does not include amounts paid after an Employee's termination of employment, except that Compensation does include (A) amounts included in the final payment of his regular compensation for services provided before his termination (including regular pay, overtime, shift differential, commissions, bonuses, and similar payments), but only if the amounts are paid during the Plan Year in which the termination occurred or, if later, within 2½ months of his termination and (B) any cash-out of accrued vacation time that the former employee would have been able to use had he continued in employment that is paid to him during the Plan Year in which the termination occurred or, if later, within 2½ months of his termination.

(d) Limit on Compensation. For all purposes of subsection (a), for purposes of calculating the minimum contribution required in top-heavy years under subsection (b), and for all purposes of subsection (c), the Compensation taken into

account for the Plan Year shall not exceed the dollar limit specified in Code §401(a)(17) in effect for the Plan Year or Limitation Year.

1.10 Covered Employee

“Covered Employee” means any non-uniformed Employee of the Township, with the following exceptions.

- (a) Any individual directly employed by an entity other than the Township shall not be a Covered Employee, even if such individual is considered a common-law employee of the Township or is treated as an employee of the Township pursuant to Code §414(n).
- (b) An Employee shall not be a Covered Employee unless he is based in the United States.
- (c) An Employee included in a unit of Employees covered by a collective bargaining agreement shall not be a Covered Employee unless the collective bargaining agreement specifically provides for such Employee’s participation in the Plan.
- (d) An Employee whose job is classified as “temporary” shall not be a Covered Employee.
- (e) An Employee shall not be a Covered Employee while he is classified as an “intern,” a “consultant,” or an “independent contractor.” An Employee may be classified as an “intern” only if he is currently enrolled (or the Township expects him to be enrolled within the next 12 months) in a high school, college, or university. An Employee may be classified as an intern even if he does not receive academic course credit from his school for this employment with the Township.
- (f) An individual who is employed pursuant to a written agreement with an agency or other third party for a specific job assignment or project shall not be a Covered Employee.

1.11 Disability

“Disability” means a physical or mental condition that qualifies the Employee for long-term disability payments under the Township’s Long-Term Disability Plan, if any.

1.12 Domestic Relations Order

“Domestic Relations Order” means any judgment, decree, or order (including approval of a property settlement agreement) issued by a court of competent jurisdiction that relates to the provisions of child support, alimony, or maintenance payments, or marital property rights to a Participant’s Spouse, former spouse, child, or other dependent and is made pursuant to a state domestic relations law (including a community property law).

1.13 Early Retirement Age

“Early Retirement Age” means the date upon which a Participant attains age 55.

1.14 Employee

“Employee” means each individual who performs services for the Township and whose wages are subject to withholding by the Township. The term “Employee” includes only individuals currently performing services for the Township, and excludes former Employees who are still being paid by the Township (whether through the payroll system, severance, or otherwise). The term “Employee” also includes any individual who provides services to the Township pursuant to an agreement between the Township and a third party that employs the individual, but only if the individual has performed such services for the Township on a substantially full-time basis for at least one year and only if the services are performed under the primary direction or control by the Township; provided, however, that if the individuals included as Employees pursuant to the first part of this sentence constitute 20% or less of the Non-Highly Compensated Employees of the Township, then any such individuals who are covered by a qualified plan that is a money purchase pension plan that provides a nonintegrated employer contribution rate for each participant of at least 10% of compensation, that provides for full and immediate vesting, and that provides immediate participation for each employee of the third party (other than those who perform substantially all of their services for the third party and other than those whose compensation from the third party during each of the four preceding plan years was less than \$1000) shall not be considered an Employee.

1.15 ERISA

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations and rulings in effect thereunder from time to time.

1.16 Entry Date

“Entry Date” means each [January 1][April 1][July 1] and [October 1] of each Plan Year.

1.17 Highly Compensated Employee

“Highly Compensation Employee” means, for each Plan Year, an Employee who (a) was in the “top-paid group” during the immediately preceding Plan Year and had Compensation of \$80,000 (as adjusted by the Secretary of the Treasury) or more during the immediately preceding Plan Year. The term “top-paid group” means the top 20% of Employees when ranked on the basis of Compensation paid during the year. In determining the number of Employees in the top-paid group, the Committee may elect to exclude Employees with less than six (or some smaller number of) months of service at the end of the year, Employees who normally work less than 17½ (or some fewer number of) hours per week, Employees who normally work less than six (or some fewer number of) months during any year, Employees younger than 21 (or some younger age) on the last day of the year, and Employees who are nonresident aliens who receive no earned income (within the meaning of Code §911(d)(2)) from the Township that constitutes

income from sources within the United States, within the meaning of Code §861(a)(3). Furthermore, an Employee who is a nonresident alien who receives no earned income (within the meaning of Code §911(d)(2)) from the Township that constitutes income from sources within the United States (within the meaning of Code §861(a)(3)) during the year shall not be in the top-paid group for that year.

1.18 Hour of Service

“Hour of Service” means

- (a) each hour for which an employee is directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties during the applicable computation period; such hours shall be credited to the employee for the computation period or periods in which the duties were performed.
- (b) each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer; such hours shall be credited to the employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

In addition, solely for determining whether an employee has incurred a Lapse in Township Employment, an Hour of Service shall mean each hour for which an employee is directly or indirectly paid, or entitled to such payment, by the Employer for reasons (such as education, sickness or disability) other than for the performance of duties during the applicable computation period. These hours shall be counted in the computation period in which payment is actually made or amounts payable to the employee become due.

In lieu of the foregoing, an employee who is not compensated on an hourly basis (such as salaried, commissioned or piece-work employees) shall be credited with 40 Hours of Service for each week (or 8 Hours of Service for each day) in which such employee would be credited with Hours of Service if hourly paid. However, this method of computing Hours of Service may not be used for any employee whose Hours of Service is required to be counted and recorded by any Federal Law, such as the Fair Labor Standards Act. Any such method must yield an equivalency of at least 1,000 Hours of Service per computation period.

Where the Employer maintains a plan of a predecessor employer, service for such predecessor employer shall be treated as service for the Employer.

The above provisions shall be construed so as to resolve any ambiguities in favor of crediting employees with Hours of Service.

1.19 Key Employee

“Key Employee” means an individual described in Code §416(i)(1) and the regulations promulgated thereunder.

1.20 Lapse in the Township Employment

“Lapse in the Township Employment” has the meaning described in subsection 5.3(c).

1.21 Limitation Year

“Limitation Year” means the Plan Year, which is a calendar year.

1.22 Non-Highly Compensated Employee

“Non-Highly Compensated Employee” means an Employee who is not a Highly Compensated Employee.

1.23 Non-Key Employee

“Non-Key Employee” means an Employee who is not a Key Employee.

1.24 Normal Retirement Age

“Normal Retirement Age” means age 65.

1.25 Participant

“Participant” means any individual with an account balance under the Plan except beneficiaries and Alternate Payees. The term “Participant” shall also include any individual who has accrued a benefit pursuant to subsection 3.1(a), but who does not yet have an Account balance.

1.26 Period of Service

“Period of Service” means a Plan Year during which the Employee worked at least 1,000 Hours of Service.

1.27 Plan Year

“Plan Year” means the 12-month period on which the records of the Plan are kept, which shall be the calendar year.

1.28 QDRO

“QDRO,” which is an acronym for qualified domestic relations order, means a Domestic Relations Order that creates or recognizes the existence of an Alternate Payee’s right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan and with respect to which the requirements of Code §414(p) and ERISA §206(d)(3) are met.

1.29 QJSA

“QJSA,” which is an acronym for qualified joint and survivor annuity, means:

- (a) For a married Participant, a QJSA is an annuity that will provide equal monthly payments to the Participant for life, and if the Participant dies before his Spouse, the surviving Spouse shall receive monthly payments for her life, with each monthly payment equal to 50% of the monthly payment that the Participant received before his death.
- (b) For an unmarried Participant, a QJSA is an annuity that will provide equal monthly payments to the Participant for life.

1.30 QOSA

“QOSA,” which is an acronym for qualified optional survivor annuity, means an annuity that will provide equal monthly payments to the Participant for life, and if the Participant dies before his Spouse, the surviving Spouse receives monthly payments for the rest of her life, with each monthly payment equal to 75% of the monthly payment that the Participant received before his death.

1.31 QPSA

“QPSA,” which is an acronym for qualified pre-retirement survivor annuity, means an annuity that will provide equal monthly payments to the surviving Spouse of a Participant, for the life of the surviving Spouse.

1.32 Required Beginning Date

“Required Beginning Date” means:

- (a) Excepted as provided in subsections (b) and (c), Required Beginning Date means April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½, or (ii) the calendar year in which the Participant terminates employment with the Township.
- (b) If a Participant is rehired after his Required Beginning Date, he shall be treated upon rehire as if he has not yet had a Required Beginning Date, with the result that his minimum required distributions under subsection 6.4(c) will be zero until his new Required Beginning Date. His new Required Beginning Date shall be determined pursuant to subsection (a).

1.33 Spouse

“Spouse” means the individual of the opposite sex to whom a Participant is lawfully married according to the laws of the state of the Participant’s domicile.

1.34 Termination from Service Date

“Termination from Service Date” has the meaning described in subsection 5.3(b).

1.35 Valuation Date

“Valuation Date” means the last day of each Plan Year and any other dates as specified in section 4.2 as of which the assets of the Trust Fund are valued at fair market value and as of which the increase or decrease in the net worth of the Trust Fund is allocated among the Participants’ Accounts.

ARTICLE II PARTICIPATION

2.1 Participation

Each Covered Employee shall be eligible to participate in the Plan on the day he becomes a Covered Employee. A Covered Employee shall cease to accrue benefits in the Plan on the day he ceases to be a Covered Employee. An Employee shall become a Covered Employee on the Entry Date next following the Employee's completion of 1,000 Hours of Service. Notwithstanding the foregoing, any non-uniformed employee participating in the Pension Plan of East Goshen Township as of _____, shall immediately be a Covered Employee as of the Effective Date of this Plan.

2.2 Enrollment Procedure

Notwithstanding section 2.1, a Covered Employee shall not be eligible to participate in the Plan until after completing the enrollment procedures specified by the Committee. Such enrollment procedures may, for example, require the Covered Employee to complete and sign an enrollment form or to complete an on-line enrollment. The Covered Employee shall provide all information requested by the Committee, such as the initial investment direction, the address and date of birth of the Employee, and the name, address, and date of birth of each beneficiary of the Employee. The Committee may require that the enrollment procedure be completed a certain number of days prior to the date any Township Contribution is allocated to the Covered Employee's Account.

ARTICLE III CONTRIBUTIONS

3.1 Township Contributions

- (a) Township Contributions. For each Plan Year, the Township shall contribute to the Trust Fund on behalf of each “eligible Participant” an allocation equal to 5% of the eligible Participant’s Compensation. For purposes of this subsection, an “eligible Participant” is a Participant who received credit for 1,000 Hour of Service as a Covered Employee during the Plan Year and who is employed by the Township on the last day of the Plan Year.
- (b) Miscellaneous Contributions.
 - (i) Forfeiture Restoration. The Township may make additional contributions to the Plan to restore amounts forfeited from the Accounts of certain rehired Participants, pursuant to section 5.4. This additional contribution shall be required only when the available forfeitures are insufficient to restore such forfeited amounts, as described in subsection 5.4(d).
 - (ii) Top-Heavy Contribution. The Township may make additional contributions to the Plan to satisfy the minimum contribution required by section 11.4. The Township may elect to use any available forfeitures for this purpose, pursuant to subsection 5.4(d).
 - (iii) Missing Individuals. The Township may make additional contributions to the Plan to restore the forfeited benefit of any missing individual, pursuant to section 12.12. This additional contribution shall be required only when the available forfeitures are insufficient to restore such forfeited amounts, as described in subsection 5.4(d).
 - (iv) Returning Servicemen. The Township may make additional contributions to the Plan to provide make-up contributions for returning servicemen, pursuant to section 13.4. The Township may elect to use any available forfeitures for this purpose, pursuant to subsection 5.4(d).
- (c) Contributions Contingent on Deductibility. The Township Contributions for a Plan Year (excluding forfeitures and contributions pursuant to paragraph 3.1(b)(iv)) shall not exceed the amount allowable as a deduction for the Township’s taxable year ending with or within the Plan Year pursuant to Code §404. Township Contributions (excluding contributions pursuant to paragraph 3.1(b)(iv) and any special contributions described in any paragraph of subsection 3.1(a) after paragraph (ii)) shall be paid to the Trustee no later than the due date (including any extensions) for filing the Township’s federal income tax return for such year. Township Contributions shall be made without regard to current or

accumulated earnings and profits. The Township shall pay Township Contributions to the Trust Fund in the form of cash.

3.2 Participant Contributions

Participants may not contribute to this Plan. The Plan does not accept rollovers or direct transfers.

3.3 Return of Contributions

- (a) Mistake of Fact. Upon the request of the Township, the Trustee shall return to the Township any Township Contribution made under a mistake of fact. The Trustee may not return any such contribution later than one year after the Trustee received the contribution. The amount returned shall not exceed the excess of the amount contributed (reduced to reflect any decrease in the net worth of the appropriate Accounts attributable thereto) over the amount that would have been contributed without the mistake of fact. Appropriate reductions shall be made in the Accounts of Participants to reflect the return of any contributions previously credited to such Accounts.
- (b) Effect of Correction. A contribution shall be returned under subsection (a) only to the extent that its return will not reduce the Account of a Participant to an amount less than the balance that would have been credited to the Participant's Account had the contribution not been made.

3.4 Limitation on Annual Additions

- (a) Limit. The Annual Additions to a Participant's Account(s) in this Plan and to his accounts in any other defined contribution plans maintained by the Township for any Limitation Year shall not exceed in the aggregate the lesser of (i) \$40,000 (as adjusted by the Secretary of the Treasury), or (ii) 100% of the Participant's Compensation. The limit in clause (ii) shall not apply to any contribution for medical benefits (within the meaning of Code §419A(f)(2)) after separation from service that is treated as an Annual Addition.
- (b) Corrective Mechanism
 - (i) Reduction in Annual Additions. A Participant's Annual Additions shall be reduced, to the extent necessary to satisfy the foregoing limits, if the Annual Additions arose as a result of a reasonable error in estimating Compensation, as a result of the allocation of forfeitures, or as a result of other facts and circumstances as provided in the regulations under Code §415.
 - (ii) Order of Reduction, Multiple Plans. The Township also maintains the Township _____ Plan, a defined contribution plan containing a cash or deferred arrangement. The Participant's Annual Additions shall be reduced, to the extent necessary, in the following order. First, to the

extent that the Annual Additions in a single plan exceed the limits of subsection (a), the Annual Additions in that plan shall be reduced, in the order specified in that plan, to the extent necessary to satisfy the limits of subsection (a).

- (iii) Disposition of Excess Annual Additions. Any reduction of Township Contributions shall be placed in a suspense account in the Trust Fund and used to reduce future Township Contributions to the Plan. The following rules shall apply to such suspense account: (A) no further Township Contributions may be made if the allocation thereof would be precluded by Code §415; (B) any increase or decrease in the net value of the Trust Fund attributable to the suspense account shall not be allocated to the suspense account, but shall be allocated to the Accounts; and (C) all amounts held in the suspense account shall be allocated as of each succeeding allocation date on which forfeitures may be allocated pursuant to subsection 5.4(d) (and may be allocated more frequently if the Committee so directs), until the suspense account is exhausted.

ARTICLE IV INTERESTS IN THE TRUST FUND

4.1 Participants' Accounts

The Committee shall establish and maintain a separate Account in the name of each Participant, but the maintenance of such Accounts shall not require any segregation of assets of the Trust Fund. Each Account shall contain the Township Contributions allocated to the Participant and the increase or decrease in the net worth of the Trust Fund attributable to such contributions.

4.2 Valuation of Trust Fund

- (a) General. The Trustee shall value the assets of the Trust Fund at least annually as of the last day of the Plan Year, and as of any other dates determined by the Committee, at their current fair market value and determine the net worth of the Trust Fund. In addition, the Committee may direct the Trustee to have a special valuation of the assets of the Trust Fund when the Committee determines, in its sole discretion, that such valuation is necessary or appropriate or in the event of unusual market fluctuations of such assets. Such special valuation shall not include any contributions made by Participants since the preceding Valuation Date, any Township Contributions for the current Plan Year, or any unallocated forfeitures. The Trustee shall allocate the expenses of the Trust Fund occurring since the preceding Valuation Date, pursuant to section 8.2, and then determine the increase or decrease in the net worth of the Trust Fund that has occurred since the preceding Valuation Date. The Trustee shall determine the share of the increase or decrease that is attributable to the non-separately accounted for portion of the Trust Fund and to any amount separately accounted for, as described in subsections (b) and (c).
- (b) Mandatory Separate Accounting. The Trustee shall separately account for (i) any individually directed investments permitted under section 8.3, and (ii) amounts subject to a Domestic Relations Order.
- (c) Permissible Separate Accounting. The Trustee may separately account for the following amounts to provide a more equitable allocation of any increase or decrease in the net worth of the Trust Fund:
 - (i) The distributable amount of a Participant, including any amount distributable to an Alternate Payee or to a beneficiary of a deceased Participant; and
 - (ii) Township Contributions made since the preceding Valuation Date;

- (iii) Any other amounts for which separate accounting will provide a more equitable allocation of the increase or decrease in the net worth of the Trust Fund.

4.3 Allocation of Increase or Decrease in Net Worth.

The Committee shall, as of each Valuation Date, allocate the increase or decrease in the net worth of the Trust Fund that has occurred since the preceding Valuation Date between the non-separately accounted for portion of the Trust Fund and the amounts separately accounted for that are identified in subsections 4.2(b) and 4.2(c). The increase or decrease attributable to the non-separately accounted for portion of the Trust Fund shall be allocated among the appropriate Accounts in the ratio that the dollar value of each such Account bore to the aggregate dollar value of all such Accounts on the preceding Valuation Date after all allocations and credits made as of such date had been completed. The Committee shall then allocate any amounts separately accounted for (including the increase or decrease in the net worth of the Trust Fund attributable to such amounts) to the appropriate Account.

ARTICLE V AMOUNT OF BENEFITS

5.1 Vesting Schedule

- (a) General Rule. Unless subsection (b), (c), or (d) provide for faster vesting, a Participant's interest in his Account shall become vested in accordance with the following schedule:

Period of Service	Vesting Percentage
Less than 3 years	0%
3 or more years	100%

- (b) Full Vesting in Certain Circumstances. A Participant shall have a fully vested and nonforfeitable interest in his Account (i) upon his Normal Retirement Age if he is an Employee on such date, (ii) upon his death while an Employee or while on an approved leave of absence from the Township, or (iii) upon his termination of employment with the Township because of a Disability.
- (c) Plan Termination. A Township Contributions Account shall be fully vested as described in section 9.1, which addresses the full or partial termination of the Plan.

5.2 Vesting After a Lapse in the Township Employment

- (a) Separate Accounts. If a Participant is rehired before incurring a one-year Lapse in the Township Employment, he shall have only one Account, and its vested percentage shall be determined under section 5.1. If a Participant is rehired after incurring a one-year Lapse in the Township Employment, he shall have two Accounts, an "old" Account for the contributions from his earlier episode of employment, and a "new" Account for his later episode of employment. If both the old and new Accounts are fully vested, they shall be combined into a single Account.
- (b) Vesting of New Account. The vested percentage of the new Account shall be determined based on all the Participant's Periods of Service.
- (c) Vesting of Old Account. If the Participant's Lapse in the Township Employment was for five years or longer, the vested percentage of the old Account shall be based solely on the Participant's Period of Service from his first episode of employment. If the Participant's Lapse in the Township Employment was for less than five years, the vested percentage of the old Account shall be determined by aggregating his Periods of Service from both episodes of employment.

5.3 Calculating Service

(a) Period of Service.

- (i) General. A Participant's Period of Service begins on the date he first begins to perform duties as an Employee for which he is entitled to payment, and ends on his Termination From Service Date. In addition, a Participant's Period of Service also includes the period between his Termination From Service Date and the day he again begins to perform duties for the Township for which he is entitled to payment, but only if such period is less than one year in duration.
- (ii) Additional Rules. The service-crediting provisions in this paragraph are more generous than required by the Code.
 - (A) Leased Employees. For vesting purposes only, the Plan shall treat an individual as an Employee if he satisfies all the requirements specified in Code §414(n)(2) for being a leased employee of the Township's, except for the requirement of having performed such services for at least one year.
 - (B) Approved Leave. If the Employee is absent from the Township or Affiliated Entity for more than one year because of an approved leave of absence (either with or without pay) for any reason (including, but not limited to, jury duty) and the Employee returns to work at or prior to the expiration of his leave of absence, no Termination From Service Date will occur during the leave of absence.
 - (C) Servicemen. See Article XIII for special provisions that apply to Servicemen.
 - (D) Contractors. If an "eligible contractor" becomes an Employee, his Period of Service shall include his previous continuous service as an eligible contractor, excluding any service provided before 2003. An "eligible contractor" is an individual who (A) performed services for the Township on a substantially full-time basis in the capacity of an independent contractor (for federal income tax purposes); (B) became an Employee within a month of ceasing to be an independent contractor working full-time for the Township; and (C) notified the Plan of his prior service as an independent contractor within two months of becoming an Employee or such other deadline established by the Committee).

(b) Termination From Service Date.

- (i) Usual Rule. If the Employee quits, is discharged, retires, or dies, his Termination From Service Date occurs on the last day the Employee performs services for the Township, except for an Employee who incurs a Disability, in which case his Termination From Service Date does not occur, even if he quits, until the earlier of the one-year anniversary of the date his Disability or the date he recovers from his Disability.
- (ii) Other Absences. If an Employee is absent from the Township for any reason other than a quit, discharge, or retirement, his "Termination From Service Date" is the earlier of (A) the date he quits, is discharged, retires, or dies, or (B) one year from the date the Employee is absent from the Township for any other reason (such as vacation, holiday, sickness, disability, leave of absence, or temporary lay-off), with the following exception. If the Employee is absent from the Township because of parental leave (which includes only the pregnancy of the Employee, the birth of the Employee's child, the placement of a child with the Employee in connection with adoption of such child by the Employee, or the caring for such child immediately following birth or placement) on the first anniversary of the day the Employee was first absent, his Termination From Service Date does not occur until the second anniversary of the day he was first absent (and the period between the first and second anniversaries of the day he was first absent shall not be counted in his Period of Service).
- (c) Lapse in the Township Employment. A Lapse in the Township Employment means the period commencing on an individual's Termination from Service Date and ending on the date he again begins to perform services as an Employee.

5.4 Forfeitures

- (a) Exceptions to the Vesting Rules. The following rules supersede the vesting rules of section 5.1.
 - (i) Excess Annual Additions. Annual Additions to a Participant's Accounts and any increase or decrease in the net worth of the Participant's Accounts attributable to such Annual Additions may be reduced to satisfy the limits described in section 3.4. Any reduction shall be used as specified in section 3.4.
 - (ii) Missing Individuals. A missing individual's vested Accounts may be forfeited as of the last day of any Plan Year, as provided in section 13.12. Any such forfeiture shall be used as specified in subsection (d).
- (b) Regular Forfeitures. A Participant's non-vested interest in his Account shall be forfeited at the end of the Plan Year in which the Participant terminates employment. Any such forfeiture shall be used as specified in subsection (d).

(c) Restoration of Forfeitures.

- (i) Missing Individuals. The forfeiture of a missing individual's Account(s), as described in section 13.12, shall be restored to such individual if the individual makes a claim for such amount.
- (ii) Regular Forfeitures.
 - (A) Rehire Within 5 Years. If a Participant is rehired before incurring a five-year Lapse in the Township Employment, and the Participant has received a distribution of his entire vested interest in his Account (with the result that he forfeited his non-vested interest in such Account), then the exact amount of the forfeiture shall be restored to his Account. All the rights, benefits, and features available to the Participant when the forfeiture occurred shall be available with respect to the restored forfeiture. If such a Participant again terminates employment prior to becoming fully vested in his Account, the vested portion of his Account shall be determined by applying the vested percentage determined under section 5.1 to the sum of (x) and (y), then subtracting (y) from such sum, where: (x) is the value of his Account as of the Valuation Date immediately following his most recent termination of employment; and (y) is the amount previously distributed to the Participant on account of the prior termination of employment.
 - (B) Rehire After 5 Years. If a Participant is rehired after incurring a five-year Lapse in the Township Employment, then no amount forfeited from his Account shall be restored to his Account.
- (iii) Method of Forfeiture Restoration. Forfeitures that are restored shall be accomplished by an allocation of the forfeitures under subsection (d) or by a special Township Contribution pursuant to paragraph 3.1(b)(i).
- (d) Use of Forfeitures. The Committee shall decide how forfeitures are used. Forfeitures may be used (i) to restore Accounts as described in subsection (c), (ii) to pay those expenses of the Plan that are properly payable from the Trust Fund and that are not paid by the Township or Account Owners or charged to Accounts, or (iii) as any Township Contribution.

5.5 Transfers — Portability

If any other employer adopts this or a similar money purchase pension plan and enters into a reciprocal agreement with the Township that provides that (a) the transfer of a Participant from such employer to the Township (or vice versa) shall not be deemed a termination of employment for purposes of the plans, and (b) service with either or both employers shall be credited for purposes of vesting under both plans, then the transferred Participant's Account shall be unaffected by the transfer, except, if deemed advisable by the Committee, it may be transferred to the trustee of the other plan.

ARTICLE VI DISTRIBUTION OF BENEFITS

6.1 Beneficiaries.

- (a) Designating Beneficiaries. Each Account Owner shall file with the Committee a designation of the beneficiaries and contingent beneficiaries to whom the distributable amount (determined pursuant to section 6.2) shall be paid in the event of the Account Owner's death. In the absence of an effective beneficiary designation as to any portion of the distributable amount after a Participant dies, such amount shall be paid to the Participant's surviving Spouse, or, if none, to his estate. In the absence of an effective beneficiary designation as to any portion of the distributable amount after any non-Participant Account Owner dies, such amount shall be paid to the Account Owner's estate. The Account Owner may change a beneficiary designation at any time and without the consent of any previously designated beneficiary.

- (b) Special Rule for Married Participants. If the Account Owner is a married Participant, his Spouse shall be the sole beneficiary unless the Spouse has consented to the designation of a different beneficiary. To be effective, the Spouse's consent must be in writing, witnessed by a notary public, and filed with the Committee. The Spouse must also consent to waive the QPSA with respect to the benefits payable to another beneficiary, as described in subsection (c). The Spouse cannot revoke her consent to waive the QPSA. Any spousal consent shall be effective only as to the Spouse who signed the consent.

- (c) Waiver of QPSA.
 - (i) General. In order for the QPSA to be waived, the Participant must be provided with an explanation of the QPSA and then elect to waive the QPSA (which the Participant may do by naming a beneficiary other than his Spouse) and the Spouse must consent to the Participant's election.

 - (ii) Spouse's Consent. The Spouse's consent must be in writing. The Spouse's signature must be witnessed by a Committee representative or by a notary public. The Spouse must acknowledge the effect of the consent. The Spouse may limit her consent to a specific beneficiary or may allow the Participant to thereafter designate a different beneficiary. The Spouse may limit her consent to a specific form of benefit. (The Spouse's consent is not needed if the Spouse cannot be located or in certain other special circumstances identified in IRS guidance of general applicability.)

 - (iii) Timing of Waiver. The Participant may waive the QPSA, or revoke the QPSA waiver, at any time; however, if the Participant elects to waive the QPSA, with the consent of his Spouse, before the first day of the Plan Year in which the Participant attains age 35, the waiver shall become

invalid on the first day of the Plan Year in which the Participant attains age 35.

- (iv) Explanation. The Committee shall provide the Participant with a written explanation that describes the terms and conditions of the QPSA, the Participant's right to choose another beneficiary, the rights of the Participant's Spouse to insist upon a QPSA, the Participant's right to revoke his election, and such other information as may be required under IRS guidance of general applicability. The written explanation must be provided within the following time limits. If the Participant terminates employment prior to age 35, the explanation must be provided within the period beginning one year before and ending one year after the termination of employment. If the Participant terminates employment on or after age 35, the explanation must be provided within the one of the following periods (whichever period ends last): (i) the period beginning on the first day of the Plan Year in which the Participant attains age 32 and ending on the last day of the Plan Year in which the Participant attains age 34; (ii) the period beginning one year before, and ending one year after, the Participant first becomes eligible to participate in the Plan; and (iii) the period beginning one year before, and ending one year after, a married Participant is fully or partially vested in his Account (which will normally occur either when the Participant gets married or when the Participant completes a one-year Period of Service)
- (d) Special Rule for Divorces. If an Account Owner has designated his spouse as a primary or contingent beneficiary, and the Account Owner and spouse later divorce (or their marriage is annulled), then the former spouse will be treated as having pre-deceased the Account Owner for purposes of interpreting a beneficiary designation form completed prior to the divorce or annulment. This subsection (d) will apply only if the Committee is informed of the divorce or annulment before payment to the former spouse is authorized.
- (e) Disclaimers. Any individual or legal entity who is a beneficiary may disclaim all or any portion of his interest in the Plan, provided that the disclaimer satisfies the requirements of Code §2518(b) and applicable state law. The legal guardian of a minor or legally incompetent person may disclaim for such person. The personal representative (or the individual or legal entity acting in the capacity of the personal representative according to applicable state law) may disclaim on behalf of a beneficiary who has died. The amount disclaimed shall be distributed as if the disclaimant had predeceased the individual whose death caused the disclaimant to become a beneficiary.

6.2 Distributable Amount

The distributable amount of a Participant's Account is the vested portion of the Account, reduced by any amount that is payable to an Alternate Payee pursuant to section 12.9. Furthermore, the Committee may temporarily suspend or limit distributions (by reducing

the distributable amount), as explained in subsections 12.9(e), 12.9(g), or 12.9(h), (a) when the Committee is informed that a QDRO affecting the Participant's Accounts is in process or may be in process, (b) while the Committee believes that the Plan may have a cause of action against the Participant, or (c) when the Plan has notice of a lien or other claim against the Participant's Accounts.

6.3 Manner of Distribution

- (a) Participants. This subsection shall apply to distributions to Participants.
 - (i) Form of Distribution. For an unmarried Participant, the distributable amount shall be paid in the form of a QJSA unless the Participant elects a single payment, except that a small account under subsection 6.4(d) shall be paid in the form of a single payment. For a married Participant, the distributable amount shall be paid in the form of a QJSA unless the Participant, with the consent of his Spouse, chooses a QOSA or a single payment, except that a distribution of a small account under subsection 6.4(d) shall be paid in the form of a single payment.
 - (ii) Consent of Participant and Spouse.
 - (A) General. Except as provided in subparagraph (B), a distribution shall not be made unless the Participant consents to the timing of the distribution no more than 180 days before the distribution. If the Participant is married and chooses a single payment or QOSA, the Participant's Spouse must consent to both the form of payment and the time of the payment no more than 180 days before the payment, except as provided in subparagraph (B).
 - (B) Exceptions to General Rule. The consent of the Participant is not required, nor is the consent of a married Participant's Spouse required, for distributions of small amounts pursuant to subsection 6.4(d) or for the distribution of an annuity upon the Participant's Required Beginning Date, as described in subsection 6.4(c).
 - (iii) Method of Spouse's Consent. The consent of a Participant's Spouse must be in writing. The consent is not valid unless the Committee has provided the written explanation described in paragraph (iv). The Spouse must acknowledge the affect of his consent. The Spouse's consent must be witnessed by a Committee member or by a notary public. The Spouse may limit his consent to a specific beneficiary or may allow the Participant to thereafter designate a different beneficiary. The Spouse may limit his consent to a specific form of benefit. (The Spouse's consent is not needed if the Spouse cannot be located or in certain other special circumstances identified in IRS guidance.)
 - (iv) Distribution Procedure.

- (A) General. The Committee shall provide the Participant with a written explanation that contains the information required by the Code and Treasury Regulations, as explained in subparagraph (B). The timing of the explanation, the consent, and the distribution are discussed in subparagraph (C). The Participant may revoke his election at any time before the distribution is processed.
- (B) Contents of Explanation. The information in the explanation for an unmarried Participant shall include, at a minimum, the terms and conditions of the QJSA, the Participant's right to elect a single payment in lieu of a QJSA, the effect of the Participant electing a single payment in lieu of a QJSA, the Participant's right to revoke his distribution election, and such other information as may be required under IRS guidance of general applicability. The information in the explanation for a married Participant shall include, at a minimum, the terms and conditions of the QJSA and the QOSA, the Participant's right to elect a single payment or a QOSA in lieu of a QJSA, the effect of the Participant electing a single payment or QOSA in lieu of a QJSA, the right of the Participant's Spouse to insist upon a QJSA, the Participant's right to revoke his distribution election, and such other information as may be required under IRS guidance of general applicability.
- (C) Timing. The explanation shall be provided no more than 180 days before the annuity starting date. The explanation shall be provided no fewer than 30 days before the annuity starting date, unless all the following conditions are satisfied (1) the Participant affirmatively elects a QOSA or a single sum distribution (and the Participant's Spouse, if any, consents), (2) the explanation mentions that the Participant has a right to at least 30 days to consider whether to waive the QJSA and consent to a QOSA or a single sum, and (3) the Participant is permitted to revoke an affirmative distribution election until the annuity starting date (or, if later, the 8th day after the Participant is provided with the explanation).
- (D) Annuity Starting Date. The annuity starting date, for a single sum payment, is the date the payment is processed, which may be any business day. The annuity starting date for a QJSA or QOSA is the day as of which the annuity payments begin. The annuity starting date for an annuity must be the first day of a month, must occur on or after the Participant's termination of employment or 62nd birthday, must occur after the date the explanation is provided, but may precede the date the Participant provides any affirmative distribution election. In any event, the first payment from the annuity shall not precede the 8th day after the explanation is provided.

- (b) Beneficiaries. The distributable amount that is left to a beneficiary shall be paid, at the election of the beneficiary, in the form of a single payment, installments (for non-Spouse beneficiaries), or an annuity (for Spouse beneficiaries), as described in subsection 6.4(e).
- (c) Alternate Payees. If the Alternate Payee is not the Participant's Spouse or former spouse, the amount assigned to the Alternate Payee shall be paid in the form of a single payment. If the Alternate Payee is the Participant's Spouse or former spouse, then unless the next sentence applies, the amount assigned to an Alternate Payee shall be paid, at the election of the Alternate Payee or as specified in the QDRO, in the form of either a single payment or an annuity for the life of the Alternate Payee. If the amount assigned to the Alternate Payee is \$5,000 or less (calculated in accordance with the applicable Treasury regulations), then the Alternate Payee shall receive a single sum distribution.
- (d) Annuities. If the distribution is to be in the form of an annuity, the Plan shall purchase an annuity contract that satisfies the requirements specified in the Plan and in Code §401(a)(11) and §417, and shall distribute such contract to the distributee. The payments under an annuity shall begin as soon as administratively practicable after the annuity contract is distributed. The payments shall remain constant for the duration of the annuity, except where the Spouse outlives the Participant, in which case the monthly payments to the surviving Spouse drop to 50% (for a QJSA) or 75% (for a QOSA) of the monthly benefit before the Participant's death.

6.4 Time of Distribution

- (a) Earliest Date of Distribution. Unless an earlier distribution is permitted by subsection (b) or required by subsection (c), the earliest date that a Participant may elect to receive a distribution is as follows.
 - (i) Termination of Employment or Disability. A Participant may elect to receive a distribution as soon as practicable after he terminates employment or incurs a Disability.
 - (ii) During Employment. A Participant may obtain a distribution while an Employee only if he has attained age 62. After attaining age 62, and while an Employee, the Participant may withdraw all or any portion of his vested Account. The minimum withdrawal shall be \$1,000 or, if less, the balance of the Account. Only two withdrawals are permitted each Plan Year under this paragraph. After an Employee's Required Beginning Date, subsection (c) shall apply instead of this paragraph.
- (b) Alternate Earliest Date of Distribution. Notwithstanding subsection (a), unless a Participant elects otherwise, his distribution shall commence no later than 60 days after the close of the latest of: (i) the Plan Year in which the Participant attains Normal Retirement Age; (ii) the Plan Year in which occurs the tenth anniversary

of the year in which the Participant commenced participation in the Plan; and (iii) the Plan Year in which the Participant terminates employment with the Township and Affiliated Entities. If a Participant does not affirmatively elect a distribution, he shall be deemed to have elected to defer the distribution to a date later than that specified in the preceding sentence.

- (c) Latest Date of Distribution. The entire distributable amount shall be distributed to a Participant (i) in a single payment no later than his Required Beginning Date, or (ii) in a QJSA or QOSA with payments beginning no later than his Required Beginning Date. The payment will be in the form of a QJSA unless the Participant elects a QOSA or a single payment and, if the Participant is married, his Spouse consents to the QOSA or the single payment.
- (d) Small Amounts.
 - (i) \$1000 or Less. If the value of the nonforfeitable portion of a Participant's Account is \$1,000 or less at any time after the Participant's termination of employment, the Participant shall receive a single payment of the distributable amount as soon as administratively practicable, provided that the value is \$1,000 or less when the distribution is processed.
 - (ii) \$1000 to \$5000. If paragraph (i) does not apply and the value of the nonforfeitable portion of a Participant's Account is \$5,000 or less on any date after his termination of employment, then as soon as practicable the Plan shall pay the distributable amount to an individual retirement account or annuity within the meaning of Code §408(a) or §408(b) (collectively, an "IRA") for the Participant, unless the Participant affirmatively elects to receive the distribution directly or to have it paid in a direct rollover under section 6.5. The Committee shall select the trustee or custodian of the IRA as well as how the IRA shall be invested initially. The Plan shall notify the Participant (A) that the distribution has been made to an IRA and can be transferred to another IRA, (B) of the identity and contact information of the trustee or custodian of the IRA into which the distribution is made, and (C) of such other information as required to comply with Code §401(a)(31)(B)(i).
 - (iii) Date Account Valued. The Committee may elect to check the value of the Participant's Account on an occasional (rather than a daily) basis, to determine whether to apply the provisions of this subsection.
- (e) Distribution Upon Participant's Death.
 - (i) Small Accounts. If the value of the nonforfeitable portion of a Participant's Account is \$5,000 or less at any time after the Participant's death and before any beneficiary elects to receive a distribution under this subsection, then each beneficiary shall each receive a single payment of his share of the distributable amount as soon as administratively

practicable, provided that the aggregate value is \$5,000 or less when the distribution is processed. The Committee may elect to check the value of the Participants' Accounts on an occasional (rather than a daily) basis to determine whether to apply the provisions of this subsection.

- (ii) Larger Accounts. If paragraph (i) does not apply, then each beneficiary may elect to have his distributable amount distributed at any time after the Participant's death, within the following guidelines. The forms of permitted distribution are a lump sum, annual installments, and, for Spouse beneficiaries only, a QPSA. No distribution shall be processed until the beneficiary's identity as a beneficiary is established. The entire distributable amount shall be distributed by the last day of the calendar year containing the fifth anniversary of the Participant's death; if a Spouse beneficiary elects a QPSA, the annuity contract shall be distributed by the last day of the calendar year containing the fifth anniversary of the Participant's death. A beneficiary who elects installments may elect to accelerate any or all remaining payments. In addition, if the Participant was a Five-Percent Owner who began to receive the minimum required distributions under subsection (c), the distribution to each beneficiary must be made at least as rapidly as required by the method used to calculate the minimum required distributions that was in effect when the Five-Percent Owner died.
- (f) Alternate Payee. Distributions to Alternate Payees and their beneficiaries shall be made as specified in section 12.9.

6.5 Direct Rollover Election

- (a) General Rule. A Participant, an Alternate Payee who is the Spouse or former Spouse of the Participant, any individual who is treated as a designated beneficiary of the Participant pursuant to Code §401(a)(9)(E), or any trust to the extent that any beneficiary of the trust is treated as a designated beneficiary of the Participant pursuant to Code §401(a)(9)(E), (collectively, the "distributee") may direct the Trustee to pay all or any portion of his "eligible rollover distribution" to an "eligible retirement plan" in a "direct rollover." This direct rollover option is not available to other Account Owners. Within a reasonable period of time before an eligible rollover distribution, the Committee shall inform the distributee of this direct rollover option, the appropriate withholding rules, other rollover options, the options regarding income taxation, and any other information required by Code §402(f). The distributee may waive the usual 30-day waiting period before receiving a distribution, and elect to receive his distribution as soon as administratively practicable after completing and filing his distribution election.
- (b) Definition of Eligible Rollover Distribution. An eligible rollover distribution is any distribution or in-service withdrawal other than (i) distributions required under Code §401(a)(9), (ii) distributions of amounts that have already been subject to federal income tax (such as defaulted loans or after-tax voluntary

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contributions), other than a direct transfer to another retirement plan that meets the requirements of Code §401(a) or §403(a), or to an individual retirement account or annuity described in Code §408(a) or §408(b), (iii) a distribution to satisfy the limits of Code §415, or (iv) any other actual or deemed distribution specified in IRS guidance of general applicability.

(c) Definition of Eligible Retirement Plan.

- (i) Participants, Spouses, and Alternate Payees. For a Participant, an Alternate Payee who is the Spouse or former Spouse of the Participant, or a surviving Spouse of a deceased Participant, an eligible retirement plan is an individual retirement account or annuity described in Code §408(a) or §408(b), an annuity plan described in Code §403(a), an annuity contract described in Code §403(b), an eligible plan under Code §457(b) that is maintained by an eligible employer described in Code §457(e)(1)(A) (which generally includes state and local governments), or the qualified trust of a defined contribution plan described in Code §401(a), that accepts eligible rollover distributions.
- (ii) Other Distributees. For an individual who is treated as a designated beneficiary of the Participant pursuant to Code §401(a)(9)(E), and for any trust to the extent that a beneficiary of the trust is treated as a designated beneficiary of the Participant pursuant to Code §401(a)(9)(E), an eligible retirement plan is an individual retirement account or annuity described in Code §408(a) or §408(b) that is in existence or is established for the purposes of receiving the distribution on behalf of the beneficiary, and that, with respect to the beneficiary, is treated as an inherited individual retirement account or annuity within the meaning of Code §408(d)(3)(C). The designated beneficiary has two choices for receiving distributions that are to be paid in a direct rollover to such inherited individual retirement account or annuity.
 - (A) The designated beneficiary may elect to receive a single payment or installments from the Plan, pursuant to paragraph 6.6(d)(ii), during the calendar year in which the Participant died or in the following calendar year (or by such later date allowed pursuant to IRS guidance of general applicability or a private letter ruling obtained by the designated beneficiary). Each annual installment from the Plan must satisfy the requirements of Code §401(a)(9)(B)(iii) (which essentially means that each annual installment must be equal to at least the account balance standing to the credit of the deceased Plan Participant at the end of the previous year, divided by the designated beneficiary's life expectancy). In this case, distributions from the inherited individual retirement account or annuity may be made over the life expectancy of the designated beneficiary.

- (B) If the requirements of subparagraph (A) are not satisfied, the designated beneficiary must receive, pursuant to paragraph 6.6(d)(ii), a full distribution from the Plan by the end of the calendar year containing the fifth anniversary of the Participant's death. In this case, distributions from the inherited individual retirement account or annuity must generally be completed by the end of the calendar year containing the fifth anniversary of the Participant's death.
- (d) Definition of Direct Rollover. A direct rollover is a payment by the Trustee to the eligible retirement plan specified by the distributee.

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ARTICLE VII ALLOCATION OF RESPONSIBILITIES — NAMED FIDUCIARIES

7.1 No Joint Fiduciary Responsibilities

Trustee(s) and the Committee shall be the named fiduciaries under the Plan and Trust agreement and shall be the only named fiduciaries thereunder. The fiduciaries shall have only the responsibilities specifically allocated to them herein or in the Trust agreement. Such allocations are intended to be mutually exclusive and there shall be no sharing of fiduciary responsibilities. Whenever one named fiduciary is required by the Plan or Trust agreement to follow the directions of another named fiduciary, the two named fiduciaries shall not be deemed to have been assigned a shared responsibility, but the responsibility of the named fiduciary giving the directions shall be deemed his sole responsibility, and the responsibility of the named fiduciary receiving those directions shall be to follow them insofar as the instructions are on their face proper under applicable law.

7.2 The Township

The Township shall be responsible for: (a) making Township Contributions; (b) certifying to the Trustee the names and specimen signatures of the members of the Committee acting from time to time; (c) keeping accurate books and records with respect to its Employees and the appropriate components of each Employee's Compensation and furnishing such data to the Committee; (d) selecting agents and fiduciaries to operate and administer the Plan and Trust; (e) appointing an investment manager if it determines that one should be appointed; and (f) reviewing periodically the performance of such agents, managers, and fiduciaries.

7.3 The Trustee

The Trustee shall be responsible for: (a) the investment of the Trust Fund to the extent and in the manner provided in the Trust agreement; (b) the custody and preservation of Trust assets delivered to it; and (c) the payment of such amounts from the Trust Fund as the Committee shall direct.

7.4 The Committee — Plan Administrator

The board of supervisors of the Township shall appoint an administrative Committee consisting of no fewer than three individuals who may be, but need not be, Participants, officers, supervisors, or Employees of the Township. If the board of supervisors does not appoint a Committee, the Township shall act as the Committee under the Plan. The members of the Committee shall hold office at the pleasure of the board of supervisors and shall service without compensation. The Committee shall be the Plan's "administrator" as defined in section 3(16)(A) of ERISA. It shall be responsible for establishing and implementing a funding policy consistent with the objectives of the Plan and with the requirements of ERISA. This responsibility shall include establishing (and revising as necessary) short-term and long-term goals and requirements pertaining to the

financial condition of the Plan, communicating such goals and requirements to the persons responsible for the various aspects of the Plan operations, and monitoring periodically the implementation of such goals and requirements. The Committee shall publish and file or cause to be published and filed or disclosed all reports and disclosures required by federal or state laws.

7.5 Committee to Construe Plan

- (a) The Committee shall administer the Plan and shall have all discretion, power, and authority necessary for that purpose, including, but not by way of limitation, the full and absolute discretion and power to interpret the Plan, to determine the eligibility, status, and rights of all individuals under the Plan, and in general to decide any dispute and all questions arising in connection with the Plan. The Committee shall direct the Trustee concerning all distributions from the Trust Fund, including the purchase of annuity contracts, in accordance with the provisions of the Plan, and shall have such other powers in the administration of the Trust Fund as may be conferred upon it by the Trust agreement. The Committee shall maintain all Plan records except records of the Trust Fund.
- (b) The Committee may adjust the Account of any Participant, in order to correct errors and rectify omissions, in such manner as the Committee believes will best result in the equitable and nondiscriminatory administration of the Plan.

7.6 Organization of Committee.

The Committee shall adopt such rules as it deems desirable for the conduct of its affairs and for the administration of the Plan. It may appoint agents (who need not be members of the Committee) to whom it may delegate such powers as it deems appropriate, except that the Committee shall determine any dispute. The Committee may make its determinations with or without meetings. It may authorize one or more of its members or agents to sign instructions, notices, and determinations on its behalf. If a Committee decision or action affects a small number of Participants including a Committee member, then such Committee member shall not participate in the Committee decision or action. The action of a majority of the disinterested Committee members shall constitute the action of the Committee.

7.7 Agent for Process.

The Township's [] shall be the agents of the Plan for service of all process.

7.8 Indemnification of Committee Members.

The Township shall indemnify and hold the members of the Committee, and each of them, harmless from the effects and consequences of their acts, omissions, and conduct in their official capacities, except to the extent that the effects and consequences thereof shall result from their own willful misconduct, breach of good faith, or gross negligence

in the performance of their duties. The foregoing right of indemnification shall not be exclusive of the rights to which each such member may be entitled as a matter of law.

7.9 Conclusiveness of Action

Any action taken by the Committee on matters within the discretion of the Committee shall be conclusive, final and binding upon all participants in the Plan and upon all persons claiming any rights hereunder, including Alternate Payees and beneficiaries.

7.10 Payment of Expenses.

The members of the Committee shall serve without compensation but the Township shall pay their reasonable expenses. The compensation or fees of accountants, counsel, and other specialists and any other costs of administering the Plan or Trust Fund may be paid by the Township or Account Owners or may be charged to the Trust Fund, to the extent permissible under the provisions of ERISA.

**ARTICLE VIII
TRUST AGREEMENT — INVESTMENTS**

8.1 Trust Agreement.

The Township has entered into a Trust agreement to provide for the holding, investment, and administration of the funds of the Plan. The Trust agreement shall be part of the Plan, and the rights and duties of any individual under the Plan shall be subject to all terms and provisions of the Trust agreement.

8.2 Plan Expenses.

- (a) General. Except as provided in subsection (b), (i) all taxes upon or in respect of the Plan and Trust shall be paid out of Plan assets, and all expenses of administering the Plan and Trust shall be paid out of Plan assets, to the extent permitted by law and to the extent such taxes and expenses are not paid by the Township or an Account Owner, and (ii) the Committee shall have full discretion to determine how each tax or expense that is not paid by the Township shall be paid and the Committee shall have full discretion to determine how each tax or expense that is paid out of Plan assets shall be allocated. No fiduciary shall receive any compensation for services rendered to the Plan if the fiduciary is being compensated on a full time basis by the Township.
- (b) Individual Expenses. To the extent not paid by the Township or an Account Owner, all expenses of individually directed transactions, including without limitation the Trustee's transaction fee, brokerage commissions, transfer taxes, interest on insurance policy loans, and any taxes and penalties that may be imposed as a result of an individual's investment direction, shall be assessed against the Account of the Account Owner directing such transactions.

8.3 Investments.

[Directed Investments or Fund Manager]

ARTICLE IX TERMINATION AND AMENDMENT

9.1 Termination of Plan or Discontinuance of Contributions.

The Township expects to continue the Plan indefinitely, but the continuance of the Plan and the payment of contributions are not assumed as contractual obligations. The Township may terminate the Plan or discontinue contributions at any time. Upon the termination of the Plan, each Participant's Account shall become fully vested. Upon the partial termination of the Plan, the Accounts of all affected Participants shall become fully vested. The only Participants who are affected by a partial termination are those whose employment with the Township is terminated as a result of the corporate event causing the partial termination; Employees terminated for cause and those who leave voluntarily are not affected by a partial termination.

9.2 Allocations upon Termination.

Upon the termination or partial termination of the Plan, the Committee shall promptly notify the Trustee of such termination. The Trustee shall promptly determine, in the manner prescribed in section 4.2, the net worth of the Trust Fund. The Trustee shall advise the Committee of any increase or decrease in such net worth that has occurred since the preceding Valuation Date. The Committee shall allocate, in the manner described in section 4.3, among the remaining Plan Accounts, in the manner described in Articles III, IV, and V, any Township Contributions or forfeitures occurring since the preceding Valuation Date.

9.3 Procedure Upon Termination of Plan.

If the Plan has been terminated or partially terminated, then, after the allocations required under section 9.2 have been completed, the Trustee shall distribute or transfer the Accounts of affected Account Owners as follows.

- (a) No Other Plan. If the Township is not treated, pursuant to the Treasury Regulations under Code §401(k), as maintaining another "alternative defined contribution plan," the Trustee shall distribute each Account Owner's Account in a single payment, after complying with the requirements of section 6.5. For purposes of this section only, an "alternative defined contribution plan" means a defined contribution plan that is not an employee stock ownership plan within the meaning of Code §4975(e)(7) or §409(a)), a simplified employee pension within the meaning of Code §408(k), a SIMPLE IRA within the meaning of Code §408(p), a plan or contract that satisfies the requirements of Code §403(b), or a plan described in Code §457(b) or §457(f).
- (b) Other Plan Maintained. If the Township is treated, pursuant to the Treasury Regulations under Code §401(k), as maintaining another "alternative defined contribution plan," the Trustee shall (i) distribute the Accounts of each non-

Participant Account Owner in a single payment, after complying with the requirements of section 6.5, and (ii) transfer the Account of each Participant to an alternative defined contribution plan. All the rights, benefits, features, and distribution restrictions with respect to the transferred amounts shall continue to apply to the transferred amounts unless a change is permitted pursuant to applicable IRS guidance of general applicability.

- (c) Form of Payment. A transfer made pursuant to this section may be in cash, in kind, or partly in cash and partly in kind. Any distribution made pursuant to this section shall be in cash. After all such distributions or transfers have been made, the Trustee shall be discharged from all obligation under the Trust; no Participant, Spouse, Alternate Payee, or beneficiary who has received any such distribution, or for whom any such transfer has been made, shall have any further right or claim under the Plan or Trust.

9.4 Amendment by the Township.

- (a) Amendment. The Township may at any time amend the Plan in any respect, without prior notice, subject to the following limitations. No amendment shall be made that would have the effect of vesting in the Township any part of the Trust Fund or of diverting any part of the Trust Fund to purposes other than for the exclusive benefit of Account Owners. The rights of any Account Owner with respect to contributions previously made shall not be adversely affected by any amendment. No amendment shall reduce or restrict, either directly or indirectly, the accrued benefit (within the meaning of Code §411(d)(6)) to any Account Owner before the amendment, except as permitted by the Code or IRS guidance of general applicability.
- (b) Amendment to Vesting Schedule. If the vesting schedule is amended, each Participant with at least three Years of Service may elect, within the period specified in the following sentence after the adoption of the amendment, to have his nonforfeitable percentage computed under the Plan without regard to such amendment. The period during which the election may be made shall commence with the date the amendment is adopted and shall end on the latest of: (i) 60 days after the amendment is adopted; (ii) 60 days after the amendment becomes effective; or (iii) 60 days after the Participant is issued written notice of the amendment by the Township or Committee. Furthermore, no amendment shall decrease the nonforfeitable percentage, measured as of the later of the date the amendment is adopted or effective, of any Account Owner's Account.
- (c) Procedure. Each amendment shall be in writing. Each amendment shall be approved by the Township's board of supervisors or by an officer of the Township who has the authority to amend the Plan. Each amendment shall be executed by an officer of the Township who has the authority to execute the amendment.

ARTICLE X PLAN ADOPTION BY AFFILIATED ENTITIES

10.1 Adoption of Plan.

The Township may permit any Affiliated Entity to adopt the Plan and Trust for its Employees. Thereafter, such affiliated entity shall deliver to the Trustee a certified copy of the resolutions or other documents evidencing its adoption of the Plan and Trust.

10.2 Agent of Affiliated Entity.

By becoming a party to the Plan, each affiliated entity appoints the Township as its agent with authority to act for the affiliated entity in all transactions in which the Township believes such agency will facilitate the administration of the Plan. The Township shall have the sole authority to amend and terminate the Plan.

10.3 Disaffiliation and Withdrawal from Plan.

- (a) Disaffiliation. Any affiliated entity that has adopted the Plan and thereafter ceases for any reason to be an affiliated entity shall forthwith cease to be a party to the Plan.
- (b) Withdrawal. Any affiliated entity may, by appropriate action and written notice thereof to the Township, provide for the discontinuance of its participation in the Plan. Such withdrawal from the Plan shall not be effective until the end of the Plan Year.

10.4 Effect of Disaffiliation or Withdrawal.

If at the time of disaffiliation or withdrawal, the disaffiliating or withdrawing entity, by appropriate action, adopts a substantially identical plan that provides for direct transfers from this Plan, then, as to Account Owners associated with such entity, no plan termination shall have occurred; the new plan shall be deemed a continuation of this Plan for such Account Owners. In such case, the Trustee shall transfer to the trustee of the new plan all of the assets held for the benefit of Account Owners associated with the disaffiliating or withdrawing entity, and no forfeitures or acceleration of vesting shall occur solely by reason of such action. Such payment shall operate as a complete discharge of the Trustee, and of all organizations except the disaffiliating or withdrawing entity, of all obligations under this Plan to Account Owners associated with the disaffiliating or withdrawing entity. A new plan shall not be deemed substantially identical to this Plan if it provides slower vesting than this Plan. Nothing in this section shall authorize the divesting of any vested portion of a Participant's Account.

10.5 Actions Upon Disaffiliation or Withdrawal.

- (a) Distribution or Transfer. If an entity disaffiliates from the Township or withdraws from the Plan and the provisions of section 10.4 are not followed, then the following rules apply to the Account of an Account Owner associated with the

disaffiliating or withdrawing entity. The Account Owner's Account shall remain in this Plan until a distribution is processed under the usual rules of Article VI, unless the disaffiliating or withdrawing entity maintains another qualified plan that accepts direct transfers from this Plan, in which case the Committee may transfer the Account Owner's Account to the disaffiliating or withdrawing entity's plan without the consent of the Account Owner.

- (b) Form of Payment. A transfer made pursuant to this section may be in cash, in kind, or partly in cash and partly in kind. Any distribution made pursuant to this section shall be in cash. After such distribution or transfer has been made, no Account Owner who has received any such distribution, or for whom any such transfer has been made, shall have any further right or claim under the Plan or Trust.

ARTICLE XI TOP-HEAVY PROVISIONS

11.1 Application of Top-Heavy Provisions.

The provisions of this Article XII shall be applicable only if the Plan becomes “top-heavy” as defined below for any Plan Year. If the Plan becomes “top-heavy” for a Plan Year, the provisions of this Article XII shall apply to the Plan effective as of the first day of such Plan Year and shall continue to apply to the Plan until the Plan ceases to be “top-heavy” or until the Plan is terminated or otherwise amended.

11.2 Determination of Top-Heavy Status.

The Plan shall be considered “top-heavy” for a Plan Year if, as of the last day of the prior Plan Year, the aggregate of the Account balances (as calculated according to the regulations under Code §416) of Key Employees under this Plan (and under all other plans required or permitted to be aggregated with this Plan) exceeds 60% of the aggregate of the Account balances (as calculated according to the regulations under Code §416) in this Plan (and under all other plans required or permitted to be aggregated with this Plan) of all current Employees and all former Employees who terminated employment within one year of the last day of the prior Plan Year. This ratio shall be referred to as the “top-heavy ratio.” For purposes of determining the account balance of any Participant, (a) the balance shall be determined as of the last day of the prior Plan Year, (b) the balance shall also include any distributions to the Participant during the one-year period ending on the last day of the prior Plan Year, and (c) the balance shall also include, for distributions made for a reason other than separation from service or death or disability, any distributions to the Participant during the five-year period ending on the last day of the prior Plan Year. This shall also apply to distributions under a terminated plan that, if it had not been terminated, would have been required to be included in an aggregation group. The Account balances of a Participant who had once been a Key Employee, but who is not a Key Employee during the Plan Year, shall not be taken into account. The following plans must be aggregated with this Plan for the top-heavy test: (a) a qualified plan maintained by the Township in which a Key Employee participated during this Plan Year or during the previous four Plan Years and (b) any other qualified plan maintained by the Township that enables this Plan or any plan described in clause (a) to meet the requirements of Code §401(a)(4) or §410. The following plans may be aggregated with this Plan for the top-heavy test: any qualified plan maintained by the Township that, in combination with the Plan or any plan required to be aggregated with this Plan when testing this Plan for top-heaviness, would satisfy the requirements of Code §401(a)(4) and §410. If one or more of the plans required or permitted to be aggregated with this Plan is a defined benefit plan, a Participant’s “account balance” shall mean the present value of the Participant’s accrued benefit. If the aggregation group includes more than one defined benefit plan, the same actuarial assumptions shall be used with respect to each such defined benefit plan. The foregoing top-heavy ratio shall be computed in

accordance with the provisions of Code §416(g), together with the regulations and rulings thereunder.

11.3 Special Vesting Rule.

Unless section 5.1 provides for faster vesting, the Participant's Account shall vest in accordance with the following schedule during any top-heavy Plan Year:

Period of Service	Vesting Percentage
Less than 2 years	0%
At least 2 years, but less than 3 years	20%
At least 3 years, but less than 4 years	40%
At least 4 years, but less than 5 years	60%
At least 5 years, but less than 6 years	80%
6 or more years	100%

11.4 Special Minimum Contribution.

Notwithstanding the provisions of section 3.1, in every top-heavy Plan Year, a minimum allocation is required for each Non-Key Employee who both (a) performed one or more hours of service as a Covered Employee during the Plan Year, and (b) was an Employee on the last day of the Plan Year. The minimum allocation shall be a percentage of each Non-Key Employee's Compensation. The percentage shall be the lesser of 3% or the largest percentage obtained for any Key Employee by dividing his Annual Additions (to this Plan and any other plan aggregated with this Plan) for the Plan Year by his Compensation for the Plan Year. If the Participant participates in both this Plan and the Township [] Plan, then the Participant's minimum allocation to this Plan shall be reduced by any allocation of Township contributions (or forfeitures treated as Township contributions) that he receives in that plan for the Plan Year.

11.5 Change in Top-Heavy Status.

If the Plan ceases to be a "top-heavy" plan as defined in this Article XII, and if any change in the benefit structure, vesting schedule, or other component of a Participant's accrued benefit occurs as a result of such change in top-heavy status, the nonforfeitable portion of each Participant's benefit attributable to Township Contributions shall not be decreased as a result of such change. In addition, each Participant with at least a three-year Period of Service on the date of such change may elect to have the nonforfeitable percentage computed under the Plan without regard to such change in status. The period during which the election may be made shall commence on the date the Plan ceases to be a top-heavy plan and shall end on the later of (a) 60 days after the change in status occurs, (b) 60 days after the change in status becomes effective, or (c) 60 days after the Participant is issued written notice of the change by the Township or the Committee.

ARTICLE XII MISCELLANEOUS

12.1 Right to Dismiss Employees — No Employment Contract.

The Township may terminate the employment of any employee as freely and with the same effect as if this Plan were not in existence. Participation in this Plan by an employee shall not constitute an express or implied contract of employment between the Township and the employee.

12.2 Claims Procedure.

- (a) General. Each claim for benefits shall be processed in accordance with the procedures that are established by the Committee. The procedures shall comply with the guidelines specified in this section. The Committee may delegate its duties under this section.
- (b) Representatives. A claimant may appoint a representative to act on his behalf. The Plan shall only recognize a representative if the Plan has received a written authorization signed by the claimant and on a form prescribed by the Committee, with the following exceptions. The Plan shall recognize a claimant's legal representative, once the Plan is provided with documentation of such representation. If the claimant is a minor child, the Plan shall recognize the claimant's parent or guardian as the claimant's representative. Once an authorized representative is appointed, the Plan shall direct all information and notification regarding the claim to the authorized representative and the claimant shall be copied on all notifications regarding decisions, unless the claimant provides specific written direction otherwise.
- (c) Extension of Deadlines. The claimant may agree to an extension of any deadline that is mentioned in this section that applies to the Plan. The Committee or the relevant decision-maker may agree to an extension of any deadline that is mentioned in this section that applies to the claimant.
- (d) Fees. The Plan may not charge any fees to a claimant for utilizing the claims process described in this section.
- (e) Filing a Claim. A claim is made when the claimant files a claim in accordance with the procedures specified by the Committee. Any communication regarding benefits that is not made in accordance with the Plan's procedures will not be treated as a claim.
- (f) Initial Claims Decision. The Plan shall decide a claim within a reasonable time up to 90 days after receiving the claim. The Plan shall have a 90-day extension, but only if the Plan is unable to decide within 90 days for reasons beyond its control, the Plan notifies the claimant of the special circumstances requiring the need for the extension by the 90th day after receiving the claim, and the Plan notifies the claimant of the date by which the Plan expects to make a decision.

- (g) Notification of Initial Decision. The Plan shall provide the claimant with written notification of the Plan's full or partial denial of a claim, reduction of a previously approved benefit, or termination of a benefit. The notification shall include a statement of the reason(s) for the decision; references to the plan provision(s) on which the decision was based; a description of any additional material or information necessary to perfect the claim and why such information is needed; a description of the procedures and deadlines for appeal; a description of the right to obtain information about the appeal procedures; and a statement of the claimant's right to sue.
- (h) Appeal. The claimant may appeal any adverse or partially adverse decision. To appeal, the claimant must follow the procedures specified by the Committee. The appeal must be filed within 60 days of the date the claimant received notice of the initial decision. If the appeal is not timely and properly filed, the initial decision shall be the final decision of the Plan. The claimant may submit documents, written comments, and other information in support of the appeal. The claimant shall be given reasonable access at no charge to, and copies of, all documents, records, and other relevant information.
- (i) Appellate Decision. The Plan shall decide the appeal of a claim within a reasonable time of no more than 60 days from the date the Plan receives the claimant's appeal. The 60-day deadline shall be extended by an additional 60 days, but only if the Committee determines that special circumstances require an extension, the Plan notifies the claimant of the special circumstances requiring the need for the extension by the 60th day after receiving the appeal, and the Plan notifies the claimant of the date by which the Plan expects to make a decision. If an appeal is missing any information from the claimant that is needed to decide the appeal, the Plan shall notify the claimant of the missing information and grant the claimant a reasonable period to provide the missing information. If the missing information is not timely provided, the Plan shall deny the claim. If the missing information is timely provided, the 60-day deadline (or 120-day deadline with the extension) for the Plan to make its decision shall be increased by the length of time between the date the Plan requested the missing information and the date the Plan received it.
- (j) Notification of Decision. The Plan shall provide the claimant with written notification of the Plan's appellate decision (positive or adverse). The notification of any adverse or partially adverse decision shall include a statement of the reason(s) for the decision; reference to the plan provision(s) on which the decision was based; a statement of the claimant's right to sue; and a statement that the claimant is entitled to receive, free of charge and upon request, reasonable access to and copies of all documents, records, and other information relevant to the claim.
- (k) Limitations on Bringing Actions in Court. Once an appellate decision that is adverse or partially adverse to the claimant has been made, the claimant may file suit in court only if he does so by the earlier of the following dates: (i) the one-

year anniversary of the date of the appellate decision, or (ii) the date on which the statute of limitations for such claim expires.

- (l) Discretionary Authority. The Committee shall have total discretionary authority to determine eligibility, status, and the rights of all individuals under the Plan and to construe any and all terms of the Plan.

12.3 Source of Benefits.

All benefits payable under the Plan shall be paid solely from the Trust Fund, and the Township and Affiliated Entities assume no liability or responsibility therefor.

12.4 Exclusive Benefit of Employees.

It is the intention of the Township that no part of the Trust, other than as provided in sections 3.3, 8.2, and 12.9 hereof and the Trust Agreement, ever to be used for or diverted for purposes other than for the exclusive benefit of Participants, Alternate Payees, and their beneficiaries, and that this Plan shall be construed to follow the spirit and intent of the Code.

12.5 Forms of Notices.

Wherever provision is made in the Plan for the filing of any notice, election, or designation by a Participant, Spouse, Alternate Payee, or beneficiary, the action of such individual may be evidenced by the execution of such form as the Committee may prescribe for the purpose. The Committee may also prescribe alternate methods for filing any notice, election, or designation (such as telephone voice-response or e-mail).

12.6 Failure of Any Other Entity to Qualify.

If any entity adopts this Plan but fails to obtain or retain the qualification of the Plan under the applicable provisions of the Code, such entity shall withdraw from this Plan upon a determination by the Internal Revenue Service that it has failed to obtain or retain such qualification. Within 30 days after the date of such determination, the assets of the Trust Fund held for the benefit of the Employees of such entity shall be separately accounted for and disposed of in accordance with the Plan and Trust.

12.7 Notice of Adoption of the Plan.

The Township shall provide each of its Employees with notice of the adoption of this Plan, notice of any amendments to the Plan, and notice of the salient provisions of the Plan prior to the end of the first Plan Year. A complete copy of the Plan shall also be made available for inspection by Employees and Account Owners.

12.8 Plan Merger.

If this Plan is merged or consolidated with, or its assets or liabilities are transferred to, any other qualified plan of deferred compensation, each Participant shall be entitled to

receive a benefit immediately after the merger, consolidation, or transfer that is equal to or greater than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation, or transfer if this Plan had then been terminated.

12.9 Inalienability of Benefits — Domestic Relations Orders.

- (a) General. Except as provided in subsection 6.1(e), relating to disclaimers, and subsections (b), (g), and (h) below, no Account Owner shall have any right to assign, alienate, transfer, or encumber his interest in any benefits under this Plan, nor shall such benefits be subject to any legal process to levy upon or attach the same for payment of any claim against any such Account Owner.
- (b) QDRO Exception. Subsection (a) shall apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a Domestic Relations Order unless such Domestic Relations Order is a QDRO, in which case the Plan shall make payment of benefits in accordance with the applicable requirements of any such QDRO.
- (c) QDRO Requirements. In order to be a QDRO, the Domestic Relations Order must satisfy the requirements of Code §414(p) and ERISA §206(d)(3). In particular, the Domestic Relations Order: (i) must specify the name and the last known mailing address of the Participant; (ii) must specify the name and mailing address of each Alternate Payee covered by the order; (iii) must specify either the amount or percentage of the Participant's benefits to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined; (iv) must specify the number of payments or period to which such order applies; (v) must specify each plan to which such order applies; (vi) may not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, subject to the provisions of subsection (f); (vii) may not require the Plan to provide increased benefits (determined on the basis of actuarial value); and (viii) may not require the payment of benefits to an Alternate Payee if such benefits have already been designated to be paid to another Alternate Payee under another order previously determined to be a QDRO.
- (d) QDRO Payment Rules. In the case of any payment before an Employee has separated from service, a Domestic Relations Order shall not be treated as failing to meet the requirements of subsection (c) solely because such order requires that payment of benefits be made to an Alternate Payee (i) on or after the dates specified in subsection (f), (ii) as if the Employee had retired on the date on which such payment is to begin under such order (but taking into account only the Account balance on such date), and (iii) in any form in which such benefits may be paid under the Plan to the Employee. For purposes of this subsection, the Account balance as of the date specified in the QDRO shall be the vested portion of the Employee's Account on such date.

- (e) QDRO Review Procedures and Suspension of Benefits. The Committee shall establish reasonable procedures to determine the qualified status of Domestic Relations Orders and to administer distributions under QDROs. Such procedures shall be in writing and shall permit an Alternate Payee to designate a representative to receive copies of notices. The Committee may temporarily suspend distributions and withdrawals from the Participant's Accounts, except to the extent necessary to make the required minimum distributions under Code §401(a)(9), when the Committee receives a Domestic Relations Order or a draft of such an order that affects the Participant's Accounts or when one or the following individuals informs the Committee, orally or in writing, that a QDRO is in process or may be in process: the Participant, a prospective Alternate Payee, or counsel for the Participant or a prospective Alternate Payee. The Committee shall promulgate reasonable and non-discriminatory rules regarding such suspensions, including but not limited to how long such suspensions remain in effect. The procedures may allow the Participant to receive such distributions and withdrawals from the Plan, subject to the rules of Article VI, as are consented to in writing by all prospective Alternate Payees identified in the Domestic Relations Order or, in the absence of a Domestic Relations Order, as are consented to in writing by the prospective Alternate Payee(s) who informed the Committee that a QDRO was in process or may be in process. When the Committee receives a Domestic Relations Order it shall promptly notify the Participant and each Alternate Payee of such receipt and provide them with copies of the Plan's procedures for determining the qualified status of the order. Within a reasonable period after receipt of a Domestic Relations Order, the Committee shall determine whether such order is a QDRO and notify the Participant and each Alternate Payee of such determination. During any period in which the issue of whether a Domestic Relations Order is a QDRO is being determined (by the Committee, by a court of competent jurisdiction, or otherwise), the Committee shall separately account for the amounts payable to the Alternate Payee if the order is determined to be a QDRO. If the order (or modification thereof) is determined to be a QDRO within 18 months after the date the first payment would have been required by such order, the Committee shall pay the amounts separately accounted for (plus any interest thereon) to the individual(s) entitled thereto. However, if the Committee determines that the order is not a QDRO, or if the issue as to whether such order is a QDRO has not been resolved within 18 months after the date of the first payment would have been required by such order, then the Committee shall pay the amounts separately accounted for (plus any interest thereon) to the individual(s) who would have been entitled to such amounts if there had been no order. Any determination that an order is a QDRO that is made after the close of the 18-month period shall be applied prospectively only. If the Plan's fiduciaries act in accordance with fiduciary provision of ERISA in treating a Domestic Relations Order as being (or not being) a QDRO or in taking action in accordance with this subsection, then the Plan's obligation to the Participant and each Alternate Payee shall be discharged to the extent of any payment made pursuant to the acts of such fiduciaries.

- (f) Rights of Alternate Payee. The Alternate Payee shall have the following rights under the Plan:
- (i) Small Accounts. If the value of the nonforfeitable portion of an Alternate Payee's Account is \$5,000 or less, the Alternate Payee shall receive a single payment of the distributable amount as soon as practicable, provided that the value is \$5,000 or less when the distribution is processed. The Committee may elect to check the value of the Alternate Payee's Account on an occasional (rather than a daily) basis, to determine whether this paragraph applies.
 - (ii) Single Payment or Annuity. This paragraph applies only if paragraph (i) does not apply. The only form of payment available to an Alternate Payee who is not the Spouse or former Spouse of the Participant is a single payment of the distributable amount (measured at the time the payment is processed). An Alternate Payee who is the Spouse or former Spouse of the Participant may choose between a single payment of the distributable amount or an annuity. If the Alternate Payee is awarded more than the distributable amount, the Alternate Payee shall initially receive a distribution of the distributable amount, with additional distributions made as soon as administratively convenient after more of the amount awarded to the Alternate Payee becomes distributable.
 - (iii) Timing of Distribution. This paragraph applies only if paragraph (i) does not apply. Subject to the limits imposed by this paragraph, the Alternate Payee may choose (or the QDRO may specify) the date of the distribution. The distribution to the Alternate Payee may occur at any time after the Committee determines that the Domestic Relations Order is a QDRO and before the Participant's Required Beginning Date (unless the order is determined to be a QDRO after the Participant's Required Beginning Date, in which case the distribution to the Alternate Payee shall be made as soon as administratively practicable after the order is determined to be a QDRO).
 - (iv) Death of Alternate Payee. The Alternate Payee may designate one or more beneficiaries, as specified in section 6.1. When the Alternate Payee dies, the Alternate Payee's beneficiary shall receive a complete distribution of the distributable amount in a single payment as soon as administratively convenient.
 - (v) Investing. An Alternate Payee may direct the investment of his Account pursuant to section 8.3.
 - (vi) Claims. The Alternate Payee may bring claims against the Plan pursuant to section 12.2.

- (g) Exception for Misconduct towards the Plan. Subsection (a) shall not apply to any offset of a Participant's benefits against an amount that the Participant is ordered or required to pay to the Plan if the following conditions are met.
- (i) The order or requirement to pay must arise (A) under a judgment of conviction for a crime involving the Plan, (B) under a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation (or alleged violation) of part 4 of subtitle B of title I of ERISA, or (C) pursuant to a settlement agreement between the Secretary of Labor and the Participant, or a settlement agreement between the Pension Benefit Guaranty Corporation and the Participant, in connection with a violation (or alleged violation) of part 4 of subtitle B of title I of ERISA by a fiduciary or any other person.
 - (ii) The judgment, order, decree, or settlement agreement must expressly provide for the offset of all or part of the amount ordered or required to be paid to the Plan against the Participant's benefits provided under the Plan.
 - (iii) If the Participant is married at the time at which the offset is to be made, (A) either the Participant's Spouse must have already waived his right to a QPSA and QJSA or the Participant's Spouse must consent in writing to such offset with such consent witnessed by a notary public or representative of the Plan (or it is established to the satisfaction of a Plan representative that such consent may not be obtained by reason of circumstances described in Code §417(a)(2)(B)), or (B) the Participant's Spouse is ordered or required in such judgment, order, decree, or settlement to pay an amount to the Plan in connection with a violation of part 4 of subtitle B of title I of ERISA, or (C) in such judgment, order, decree, or settlement, the Participant's Spouse retains the right to receive a survivor annuity under a qualified joint and survivor annuity pursuant to Code §401(a)(11)(A)(i) and under a qualified preretirement survivor annuity provided pursuant to Code §401(a)(11)(A)(ii). The value of the Spouse's survivor annuity in subparagraph (C) shall be determined as if the Participant terminated employment on the date of the offset, there was no offset, the Plan permitted commencement of benefits only on or after Normal Retirement Age, the Plan provided only the "minimum-required qualified joint and survivor annuity," and the amount of the qualified preretirement survivor annuity under the Plan is equal to the amount of the survivor annuity payable under the "minimum-required qualified joint and survivor annuity." For purposes of this paragraph only, the "minimum-required qualified joint and survivor annuity" is the qualified joint and survivor annuity which is the actuarial equivalent of the Participant's accrued benefit (within the meaning of Code §411(a)(7)) and under which the survivor annuity is 50% of the amount of the annuity which is payable during the joint lives of the Participant and his Spouse.

The Committee may temporarily suspend distributions and withdrawals from a Participant's Account, except to the extent necessary to make the required minimum distributions under Code §401(a)(9), when the Committee has reason to believe that the Plan may be entitled to an offset of the Participant's benefits described in this subsection. The Committee shall promulgate reasonable and non-discriminatory rules regarding such suspensions, including but not limited to how long such suspensions remain in effect.

- (h) Exception for Federal Liens. Subsection (a) shall not apply to the enforcement of a federal tax levy made pursuant to Code §6331, the collection by the United States on a judgment resulting from an unpaid tax assessment, or any debt or obligation that is permitted to be collected from the Plan under federal law (such as the Federal Debt Collection Procedures Act of 1977). The Committee may temporarily suspend distributions and withdrawals from an Account, except to the extent necessary to make the required minimum distributions under Code §401(a)(9), when the Committee has reason to believe that such a federal tax levy or other obligation has or will be received. The Committee shall promulgate reasonable and non-discriminatory rules regarding such suspensions, including but not limited to how long such suspensions remain in effect.

12.10 Payments Due Minors or Incapacitated Individuals.

If any individual entitled to payment under the Plan is a minor, the Committee shall cause the payment to be made to the custodian or representative who, under the state law of the minor's domicile, is authorized to receive funds on behalf of the minor. If any individual entitled to payment under this Plan has been legally adjudicated to be mentally incompetent or incapacitated, the Committee shall cause the payment to be made to the custodian or representative who, under the state law of the incapacitated individual's domicile, is authorized to receive funds on behalf of the incapacitated individual. Payments made pursuant to such power shall operate as a complete discharge of the Trust Fund, the Trustee, and the Committee.

12.11 Uniformity of Application.

The provisions of this Plan shall be applied in a uniform and non-discriminatory manner in accordance with rules adopted by the Committee, which rules shall be systematically followed and consistently applied so that all individuals similarly situated shall be treated alike.

12.12 Disposition of Unclaimed Payments.

Each Participant, Alternate Payee, or beneficiary with an Account balance in this Plan must file with the Committee from time to time in writing his address, the address of each beneficiary (if applicable), and each change of address. Any communication, statement, or notice addressed to such individual at the last address filed with the Committee (or if no address is filed with the Committee then at the last address as shown on the

Township's records) will be binding on such individual for all purposes of the Plan. Neither the Committee nor the Trustee shall be required to search for or locate any missing individual. If the Committee notifies an individual that he is entitled to a distribution and also notifies him that a failure to respond may result in a forfeiture of benefits, and the individual fails to claim his benefits under the Plan or make his address known to the Committee within a reasonable period of time after the notification, then the benefits under the Plan of such individual shall be forfeited. Any amount forfeited pursuant to this section shall be allocated pursuant to subsection 5.4(d). If the individual should later make a claim for this forfeited amount, the Township shall, if the Plan is still in existence, make a special contribution to the Plan equal to the forfeiture, and such amount shall be distributed to the individual; if the Plan is not then in existence, the Township shall pay the amount of the forfeiture to the individual.

12.13 Applicable Law.

This Plan shall be construed and regulated by ERISA, if applicable, the Code, and, unless otherwise specified herein and to the extent applicable, the laws of the Commonwealth of Pennsylvania, excluding any conflicts-of-law provisions.

**ARTICLE XIII
UNIFORMED SERVICES EMPLOYMENT
AND REEMPLOYMENT RIGHTS ACT OF 1994**

13.1 General.

- (a) Scope. The Uniformed Services Employment and Reemployment Rights Act of 1994 (the "USERRA"), which is codified at 38 USCA §§4301-4318, confers certain rights on individuals who leave civilian employment to perform certain services in the Armed Forces, the National Guard, the commissioned corps of the Public Health Service, or in any other category designated by the President of the United States in time of war or emergency (collectively, the "Uniformed Services"). An Employee who joins the Uniformed Services shall be referred to as a "Serviceman" in this Article. This Article shall be interpreted to provide such individuals with all the benefits required by the USERRA but no greater benefits than those required by the USERRA. This Article shall supersede any contrary provisions in the remainder of the Plan.
- (b) Rights of Servicemen. When a Serviceman leaves the Uniformed Services, he may have reemployment rights with the Township or Affiliated Entities, depending on many factors, including the length of his stay in the Uniformed Services and the type of discharge he received. When this Article speaks of the date a Serviceman's potential USERRA reemployment rights expire, it means the date on which the Serviceman fails to qualify for reemployment rights (if, for example, he is dishonorably discharged, or remains in the Uniformed Services for more than 5 years) or, if the Serviceman obtains reemployment rights, the date his reemployment rights lapse because the Serviceman failed to timely exercise those rights.

13.2 While a Serviceman.

In general, a Serviceman shall be treated as an Employee while he continues to receive wages from the Township, and once the Serviceman's wages from the Township or cease, the Serviceman shall be treated as if he were on an approved, unpaid leave of absence.

- (a) Township Contributions. Wages paid by the Township to a Serviceman shall be included in his Compensation as if the Serviceman were an Employee. If the Employee was a Covered Employee when he became a Serviceman and his wages continue through the last day of a Plan Year, then (i) the Serviceman shall be treated as an "eligible Participant" under subsection 3.1(a) for that Plan Year (and shall therefore receive an allocation of Township Mandatory Contributions); and (ii) he shall be treated as an Employee under subsection 11.4(a) (and, if he is a Non-Key Employee, he shall therefore receive any minimum required allocation if the Plan is top-heavy).

- (b) Investments. If the Serviceman has an account balance in the Plan, he is an Account Owner and may therefore direct the investment of his Accounts pursuant to section 8.3.
- (c) Distributions and Withdrawals. For purposes of Article VI (relating to distributions), the Serviceman shall be treated as an Employee until the day on which his potential USERRA reemployment rights expire. See section 13.3 once his potential USERRA rights expire.
- (d) QDROs. QDROs shall be processed while the Participant is a Serviceman. The Committee has the discretion to establish special procedures under subsection 12.9(e) for Servicemen, by, for example, extending the usual deadlines to accommodate any practical difficulties encountered by the Serviceman that are attributable to his service in the Uniformed Services.

13.3 Expiration of USERRA Reemployment Rights.

- (a) Consequences. If a Serviceman is not reemployed before his potential USERRA reemployment rights expire, the Committee shall determine his Termination from Service Date by treating his service in the Uniformed Services as an approved leave of absence but treating the expiration of his potential USERRA reemployment rights as the failure to timely return from his leave of absence, with the consequence that his Termination from Service Date will generally be the earlier of the date his potential USERRA rights expired or one year after the date he joined the Uniformed Services. Once his Termination from Service Date has been determined, the Committee shall determine his vested percentage. For purposes of Article VI (relating to distributions), the day the Serviceman's potential USERRA reemployment rights expired shall be treated as the day he terminated employment with the Township and Affiliated Entities. For purposes of subsection 5.2(c) (relating to the timing of forfeitures), the Serviceman's last day of employment shall be the day his potential USERRA reemployment rights expired.
- (b) Rehire after Expiration of Reemployment Rights. If the Township or an Affiliated Township hires a former Serviceman after his potential USERRA reemployment rights have expired, he shall be treated like any other former employee who is rehired.

13.4 Return From Uniformed Service.

This section applies solely to a Serviceman who returns to employment with the Township because he exercised his reemployment rights under the USERRA.

- (a) Credit for Service. A Serviceman's length of time in the Uniformed Services shall be treated as service with the Township for purposes of vesting and determining his eligibility to participate in the Plan upon reemployment.

- (b) Participation. If the Serviceman satisfies the eligibility requirements of section 2.1 before his reemployment, and he is a Covered Employee upon his reemployment, he may participate in the Plan immediately upon his return.
- (c) Make-Up Township Contribution. The Township shall contribute an additional contribution to a Serviceman's Account equal to the Township Contribution (including any forfeitures treated as Township Contributions) that would have been allocated to such Account if the Serviceman had remained employed during his time in the Uniformed Services, and had earned his Deemed Compensation during that time. See subsection (e) for guidance on applying the various limits contained in the Code to the calculation of the additional mandatory contribution.
- (d) Make-Up Miscellaneous Contributions. The Township shall contribute to the Serviceman's Accounts any top-heavy minimum contribution he would have received pursuant to section 11.4, (including any forfeitures treated as top-heavy minimum contributions) if he had remained employed during his time in the Uniformed Services, and had earned Deemed Compensation during that time. See subsection (e) for guidance on applying the various limits contained in the Code to the calculation of the top-heavy minimum contribution.
- (e) Application of Limitations.
 - (i) The make-up contributions under subsections (c) and (d) (the "Make-Up Contributions") shall be ignored for purposes of determining the Township's maximum contribution under subsection 3.1(c), the limits on Annual Additions under section 3.4, the non-discrimination requirements of Code §401(a)(4), and (if the Serviceman is a Key Employee) calculating the minimum required top-heavy contribution under section 11.4.
 - (ii) In order to determine the maximum Make-Up Contributions, the following limitations shall apply.
 - (A) The Serviceman's "Aggregate Compensation" for each year shall be calculated. His Aggregate Compensation shall be equal to his actual Compensation, plus his Deemed Compensation that would have been paid during that year. Each type of Aggregate Compensation (for benefit purposes, for purposes of determining whether the Serviceman is a Highly Compensated Employee, etc.) shall be determined separately.
 - (B) The Serviceman's Aggregate Compensation each Plan Year shall be limited to the dollar limit in effect for that Plan Year under Code §401(a)(17), for the purposes and in the manner specified in subsection 1.11(d).
 - (C) The limits of subsection 3.1(c) (relating to the maximum contribution by the Township to the Plan) for each Plan Year shall

be calculated by using the Serviceman's Aggregate Compensation for that Plan Year, and by treating the Make-Up Contributions that are attributable to that Plan Year's Deemed Compensation as having been made during that Plan Year.

- (D) The limits of section 3.4 (relating to the maximum Annual Additions to a Participant's Accounts) shall be calculated for each Limitation Year by using the Serviceman's Aggregate Compensation for that Limitation Year, and by treating as Annual Additions all the Make-Up Contributions that are attributable to that Limitation Year's Deemed Compensation.

- (f) Deemed Compensation. A Serviceman's Deemed Compensation is the Compensation that he would have received (including raises) had he remained employed by the Township during his time in the Uniformed Services, unless it is not reasonably certain what his Compensation would have been, in which case his Deemed Compensation shall be based on his average rate of compensation during the 12 months (or, if shorter, his period of employment with the Township) immediately before he entered the Uniformed Services. A Serviceman's Deemed Compensation shall be reduced by any Compensation actually paid to him during his time in the Uniformed Services (such as vacation pay). Deemed Compensation shall cease when the Serviceman's potential USERRA reemployment rights expire. Each type of Deemed Compensation (for benefit purposes, for purposes of determining if the Serviceman is a Highly Compensated Employee, etc.) shall be determined separately.

EAST GOSHEN TOWNSHIP

By: _____
Title: _____

Date: _____

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ACTION ITEM

Item:	Web Site Upgrade Status	No:	ADM 09-07
	List Date: 7/24/2009	Completed Date:	

Description: PA Leadership Charter School donated expense to upgrade Township website using Triton Web Studios.

Date	Action
3/2/2010	Still awaiting 3-party agreement but Triton proceeding. Send letter for signatures. Pages being converted. Will need EE training.
3/16/2010	Letter approved by Solicitor. Sent out for signatures to Triton and PALCS.
4/6/2010	Letter revised and approved by solicitor. Sent to PLCS.
5/4/2010	Agreement Letter signed by both Triton and PALCS. Check out progress at: http://eastgoshen.tritonwebstudios.com/
9/1/2001	Status memo attached. - PLCS will pay Triton for hosting web page.
10/5/2010	Terry has had 1 training class and she is currently updating the info on web Link until we go live then it will be our regular website address. http://eastgoshen.internetrnd.com/
11/3/201	Terry is currently updating the info on web page. We have are planning for a "soft" start on November 15.

EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

Hershey's Mill Dam

No:

DPW 07-02

List Date:

5/22/2007

Completed Date:

Description:

Bring Dam into compliance with DEP requirements or dispose of dam

Date	Action
	Grant declined. Committee formed to determine best option. Classification probably not changing. Hydrologic Study by advanced Geo Services.
4/6/2010	Groups met 4/5. Board to discuss 4/13/10
4/13/2010	Should we proceed with AGS or rebid work. What should be included in next phase of engineering work?
5/4/2010	Advanced GEO Proposal for breach analysis and potential solutions.
6/1/2010	Awaiting comments from Save the Dam group before taking action on GEO proposal. Phase 1 approved.
7/6/2010	Impoundment drained 6/30. Conceptual plans due for 7/20 meeting. Cost estimates due for 8/17.
7/13/2010	Solicitor OK with sale of Dam property. Checking with DEP.
7/20/2010	Options presented by Adv Geo. Pipe option out. Will price weir, breach, silt removal, ongoing maintenance, and check if required to remove silt under any scenario.
8/10/2010	Accepted proposal to have an appraisal done. Tentative award of \$15,000 grant
8/17/2010	Authorized applying for grants to breach the dam
8/24/2010	Review cost estimates
9/7/2010	Received appraisal. Discuss conditions of sale with solicitor
9/14/2010	Board to approve conditions of sale and the process
10/5/2010	Bid Opening scheduled for 10/5. Received grant for \$15,000. Working on NOAA Grant
10/12/2010	Bid Opening on 10/5. No bids received. National Fish and Wildlife Association grant denied Update from Don and Senya about meeting with Save the Dam Committee
11/3/2010	Update from Joe and Neil about Save the Dam Committee Linda G is researching two grants to beach the dam Engineering cost estimate to breach has been received

Rick Smith

From: Todd Trotman [ttrotman@advancedgeoservices.com]
Sent: Tuesday, October 26, 2010 3:19 PM
To: Linda Gordon
Cc: Smith Rick
Subject: RE: Hershey Mill Dam
Attachments: Preliminary Cost Estimates for Engineering Services - Breaching Hershey Mill Dam.pdf

All:

Attached is our letter regarding preliminary cost estimates for engineering services associated with breaching Hershey Mill Dam.

Sincerely,

Todd D. Trotman, P.E., LEED®AP
Project Consultant

Advanced GeoServices
"Engineering for the Environment. Planning for People.™"
1055 Andrew Drive, Suite A
West Chester, PA 19380-4293

Direct 610.840.9144
Fax 610.840.9199
Mobile 610.389.2472

Email ttrotman@advancedgeoservices.com
Web Site <http://www.advancedgeoservices.com>

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From: Linda Gordon [mailto:lmg240@msn.com]
Sent: Friday, October 15, 2010 12:30 PM
To: Todd Trotman
Cc: Smith Rick
Subject: Hersheys Mill Dam

Hi Todd

Per our conversation I have volunteered to apply for grants for the breaching of the Hershey's Mill Dam for the Township.

Please provide an estimate for Engineering design, Permitting and Construction Oversight for breaching of the Hershey's Mill Dam.

I am in the process of applying for 2 grants and need costs for each phase. I know that you cannot give an exact quote at this time but all I need know is a price range.

Please cc Rick Smith at the Township on your proposal.

Thanks,
Linda Gordon
240 Line Rd
Malvern, PA 19355
610-296-3975



1055 Andrew Drive, Suite A
West Chester, PA 19380-4293
tel 610.840.9100 fax 610.840.9199
www.advancedgeoservices.com

October 25, 2010

2010-P-0284

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Attention: Mr. Rick Smith, Township Manager

Reference: Preliminary Cost Estimates for Engineering Services
Breaching Hershey Mill Dam

Dear Mr. Smith:

Based on discussions with Linda Gordon, we understand that East Goshen Township is applying for two grants to breach the Hershey Mill Dam and is requesting cost estimates for engineering design, permitting, and construction oversight associated with a breach. Provided below is a discussion of our understanding of the design/permitting process for breaching dams in Pennsylvania; a description of the engineering services that we anticipate will be required for a dam breach; and a discussion of preliminary cost estimates associated with these services.

At this time, only preliminary details of a breach have been developed for Hershey Mill Dam (Dam). If East Goshen Township elects to breach the Dam, we propose to meet with representatives of East Goshen Township to develop the scope of work and design criteria for breaching the Dam. Once the design criteria are established, we will meet with representatives of the Pennsylvania Department of Environmental Protection Bureau of Waterways Engineering Division of Dam Safety (PADEP) to confirm the design criteria and permitting requirements. At that time, a formal proposal for engineering services will be prepared and issued.

BREACHING DAMS IN PENNSYLVANIA

Breaching dams in Pennsylvania is authorized under the waiver provision of the Pennsylvania Code Section 105.12 (a) (16) as a restoration of a stream to its natural free-flowing condition. Based on discussions with representatives from the PADEP, we have the following understanding of the design/permitting process for breaching dams.

- **Step 1:** The dam owner shall submit a description (plan) of the proposed breach to the PADEP. This plan shall include an existing conditions plan, grading plan, restoration plan (rip rap, seeding, plantings requirements, etc.), cross sections through the dam showing existing/proposed conditions, cross sections and profiles of the new stream channel(s), an erosion and sediment control plan, construction



details, specifications, and a description of the method of sediment management (onsite filling/re-grading and/or offsite disposal).

- **Step 2:** Upon receipt of the plan, the PADEP will perform the following tasks:
 1. Review the plan for proper breach sizing, re-establishment of the stream through the project area, appropriate channel protection, and properly located spoil areas;
 2. Conduct an Environmental Assessment (including PNDI search) for the project. If major environmental impacts are found to result from the proposed breach, a more comprehensive review process through the submission of a dam permit will be required;
 3. File a Cultural Resource Notice. If concerns associated with the history of the Dam are raised, a Phase I Archaeological Assessment may be required;
 4. Review the erosion and sediment control plan; we understand that County approval of the erosion and sediment control plan is not required; and
 5. Coordinate the review of the proposed dam breach with the Pennsylvania Fish and Boat Commission and the appropriate Corps of Engineers' district office (USACE).
- Step 3:** Upon acceptance of the plan by the PADEP, the project will be authorized under the waiver provision with the following stipulations:
 6. Notification (Act 14 Notification) to the local municipality 10 days prior to the proposed construction date;
 7. Notification to the Pennsylvania Fish and Boat Commission's appropriate regional office and securing a drawdown permit, if required;
 8. Notification to the appropriate PADEP regional office 10 days prior to the proposed construction date; and
 9. Submission of a certification letter (including photographic documentation) and an as-built drawing to the PADEP Division of Dam Safety within 30 days of the completion of the breach.
- **Step 4:** Final inspection by PADEP's regional office.



ANTICIPATED ENGINEERING TASKS

We anticipate that Advanced GeoServices will perform the following tasks to assist East Goshen Township in breaching Hershey Mill Dam.

Pre-Design Phase

We anticipate the Pre-Design Phase will include the following tasks:

- Meet with East Goshen Township to develop the scope of work and design criteria for breaching Hershey Mill Dam.
- Conduct a topographical survey of the reservoir area to develop an existing conditions plan.

We understand that sampling and analytical testing of the reservoir sediments has been performed by URS. Based on this testing, the concentrations of all analyzed compounds were below PADEP Clean Fill Standards, indicating that no special handling of the sediments will be required. We assume that no additional sediment sampling and analytical testing will be required for permitting this project.

Having knowledge of the sediment depths throughout the reservoir area would be helpful in developing the Grading Plan. However, since the reservoir has been drained and the sediments are soft, access on the reservoir sediments to perform depth measurements will be difficult unless this work is performed when the ground surface is frozen. During the design/permitting phase, we will evaluate the benefit of determining the sediment depths and propose a field program, as appropriate.

Design/Permitting Phase

We anticipate that the following tasks will be performed as part of the design/permitting phase.

- Meetings with the PADEP.
- Complete a PADEP General Information Form (GIF).
- Performed hydraulic analysis to establish the cross section of the new stream channels and overbank areas.
- Develop a Grading Plan and Restoration Plan for the reservoir area.
- Prepare cross sections through the Dam.
- Develop cross sections and profiles of the new stream channel(s).
- Prepare an Erosion and Sediment Control Plan.
- Develop construction details and specifications.



Bidding and Construction Monitoring Phase

We anticipate that the following tasks will be performed as part of this phase:

- Assist East Goshen Township in the bidding process as well as during the review of the bids, as requested.
- Provide monitoring (including photographic documentation) during construction, as required.

Project Closeout Phase

Following construction, we will perform a topographical survey of the dam and reservoir area to develop an as-built plan. We will also prepare and submit a certification letter to the PADEP at the completion of construction. The as-built plan will be included with the certification letter.

PRELIMINARY COST ESTIMATES

Preliminary cost estimates for the anticipated engineering tasks are provided below.

Pre-Design Phase:	\$ 9,000
Design/Permitting Phase:	\$70,000
Bidding and Construction Monitoring Phase:	\$28,500*
Project Closeout Phase:	\$13,000

**Assumes the cost of this phase is about 6.5% of total construction cost*

The preliminary cost estimates listed above are based on the following assumptions:

- Determination of sediment depths in the reservoir will not be performed.
- Sampling and analytical testing of the reservoir sediments will not be performed.
- Responding to comments and preparing revisions/resubmissions of the design as may be requested or required by the PADEP or USACE are not included.
- The results of the Environmental Site Assessment performed by the PADEP will conclude that no further studies are required.
- Performing a Phase I Archaeological Assessment is not required.

95

East Goshen Township
2010-0284-G
October 25, 2010
Page 5 of 5



- East Goshen Township will perform the Act 14 Notifications and notifications to the PADEP and Pennsylvania Fish and Boat Commission, as required.
- Securing a drawdown permit is not required.
- Approval of the Erosion and Sediment Control Plan by Chester County Conservation District is not required.
- Design of improvements to the existing walls of the Dam that may remain in-place following the breach is not required.

If you have any questions concerning this matter, please contact us.

Very truly yours,

ADVANCED GEOSERVICES

Todd D. Trotman, P.E., LEED AP
Project Consultant

Paul F. Marano, P.E.
Vice President

PFM:TDT:car

cc: Linda Gordon

EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

Pedestrian Crosswalk @ Township Park

No:

DPW 10-04

List Date:

3/16/2010

Completed Date:

11/3/2010

Description:

Investigate options to make safer as drivers don't abide by PA State Law requiring that they stop when a pedestrian is in a marked crosswalk..

Date	Action
3/16/2010	Resident raised issue at Board Meeting
4/6/2010	Will paint stop bars in road and put up new signage. Will Penn DOT pay for traffic channeling devices?
5/11/2010	Park entrance still under review @PaDOT
6/1/2010	PADOT denied request since 45mph zone.
7/13/2010	Update: need to paint road. Awaiting PennDot response on "PXing" signage.
9/14/2010	Received Penn DOT approval on 8/16, signs ordered 8/17.
9/21/2010	Signs installed
10/5/2010	Waiting on line painter to redo crosswalk
11/3/2010	Cross Walk Painted - Project Completed

BOARD OF SUPERVISORS
EAST GOSHEN TOWNSHIP
CHESTER COUNTY
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

FYI

October 28, 2010

Dear Property Owner:

The purpose of this letter is to inform you that Mr. Michael Ivey has filed a Zoning Hearing Board Application appealing the determination of the Zoning Officer. The Township has determined that the property located at 36 Hill Street, West Chester, PA 19382, TPN 53-6G-28, which is owned by Mr. Ivey, is not being used as it was intended. The residential dwelling on the property is being used as a Semidetached dwelling however it has never been approved as such.

Pursuant to Township policy, property owners and residents within 1000 feet of the subject property are notified of Zoning Hearing Board applications.

This application is scheduled to be discussed during the meetings outlined below and is subject to change:

November 3, 2010 - Planning Commission meeting (workshop at 7 pm, formal meeting @ 7:30 pm)

November 16, 2010 - Board of Supervisors meeting (7:00 pm)

January 12, 2011 - Zoning Hearing Board (meeting @ 7:30 pm) **(Zoning Hearing)**

All meetings are held at the Township Building and are open to the public and are subject to change. The variance application is available for review during normal business hours. Please give me a call at 610-692-7171 or email me at mgordon@eastgoshen.org if you have any questions or need additional information.

Sincerely,



Mark A. Gordon
Township Zoning Officer

Cc: All Township Authorities, Boards and Commissions
John E. Good, Esq.,

FYI
3 pgs

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice: 610-692-7171
Fax: 610-692-8950
E-mail: mgordon@eastgoshe.org

Date: 10/25/2010
To: Board of Supervisors
From: Mark Gordon, Township Zoning Officer *MG*
Re: Subdivision of Line Road Lot in Willistown Township

Dear Boards Members:

The Township received notice from the CCPC of the proposed SD of a residential lot on Line Road. The proposed subdivision proposes no development and is for the conveyance of .23 ac. from one 4 ac parcel to another. I did not forward a letter to all East Goshen properties within 1000' due to the nature of the subdivision and as a cost saving measure.



THE COUNTY OF CHESTER

COMMISSIONERS

Carol Aichele
Terence Farrell
Kathi Cozzone

RONALD T. BAILEY, AICP
Executive Director

PLANNING COMMISSION

Government Services Center, Suite 270
601 Westtown Road
P.O. Box 2747
West Chester, PA 19380-0990
(610) 344-6285 Fax: (610) 344-6515



October 12, 2010

Hugh J. Murray, Sr., Manager
Willistown Township
688 Sugartown Road
Malvern, PA 19355

RECEIVED
BY:

OCT 13 2010

Re: Preliminary/Final Subdivision - Pamela L. Phillips
SD-9-10-2870 - Willistown Township

Dear Mr. Murray:

A preliminary/final subdivision plan entitled "Pamela L. Phillips," prepared by Chester Valley Engineers, Inc., and dated May 4, 2010, was received by this office on September 27, 2010. The subdivision is situated on the east side of Line Road north of Indian Drive and involves the conveyance of a 9,939 square foot (0.23 acre) portion of UPI #54-2-69.10 (4.0 acres) as a lot addition to UPI #54-2-69.1 (4.74 acres). No development activity is proposed by this submission. The project site is located in the RA Residence zoning district. The site adjoins East Goshen Township.

This plan is reviewed by the Chester County Planning Commission in accord with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code (MPC). This report does not review the plan for compliance to all aspects of your ordinance, as this is more appropriately done by agents of Willistown Township. We offer the following comments on the proposed subdivision for your consideration:

LANDSCAPES:

1. The updated Chester County Comprehensive Plan, **Landscapes2**, was adopted in November 9, 2009. **Landscapes2** includes the concept of "livable landscapes," which provides a framework and vision for resource protection and growth strategies within Chester County. **Landscapes2** contains a *Livable Landscapes* map that represents a guide for accommodating expected growth while maintaining the quality of life in the County, as detailed in Chapter 4. The *Livable Landscapes* map is divided into two core areas as prescribed by the Pennsylvania Municipalities Planning Code: growth areas and rural resource areas. Growth areas consist of the **Urban Landscape**, the **Suburban Landscape**, and **Suburban Centers**. Rural resource areas consist of the **Agricultural Landscape**, the **Rural Landscape** and **Rural Centers**. **Landscapes2** also includes overlay features that define the **Natural Landscape**, and five **Protection Areas of National Significance**.

According to the *Livable Landscapes* map, the proposed subdivision is located in both the **Suburban Landscape** and the **Natural Landscape**. The **Suburban Landscape** is dominated by the built environment and is largely served by public sewer and water systems and an auto-dominated transportation network. This Landscape includes developed areas and nearby areas that are planned for additional future development. It is typically characterized by residential subdivisions containing primarily single-family housing. This landscape also contains concentrations of non-residential land uses and the largest employment centers in the county.

Page: 2

October 12, 2010

Re: Preliminary/Final Subdivision - Pamela L. Phillips

SD-9-10-2870 - Willistown Township

3073

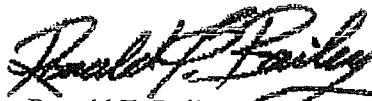
The Natural Landscape Overlay encompasses Chester County's network of natural resources. It is identified by stream corridors, steep slopes and forests, which are essential elements of the physical environment. While this designation does not preclude development or agricultural operations, it indicates major areas of natural resources that should be protected and be subject to only limited disturbance. The location of the proposed subdivision is consistent with the guidelines of the **Suburban Landscape**.

ADMINISTRATIVE NOTE:

2. A minimum of four (4) copies of the plan should be presented at the Chester County Planning Commission for endorsement to permit recording of the final plan in accord with the procedures of Act 247, The Pennsylvania Municipalities Planning Code, and to meet the requirements of the Recorder of Deeds and the Assessment Office.

RECOMMENDATION: The Chester County Planning Commission has no planning issues with this subdivision application. All Township requirements should be satisfied before action is taken on this subdivision plan.

Sincerely,



Ronald T. Bailey, AICP
Secretary

/sow

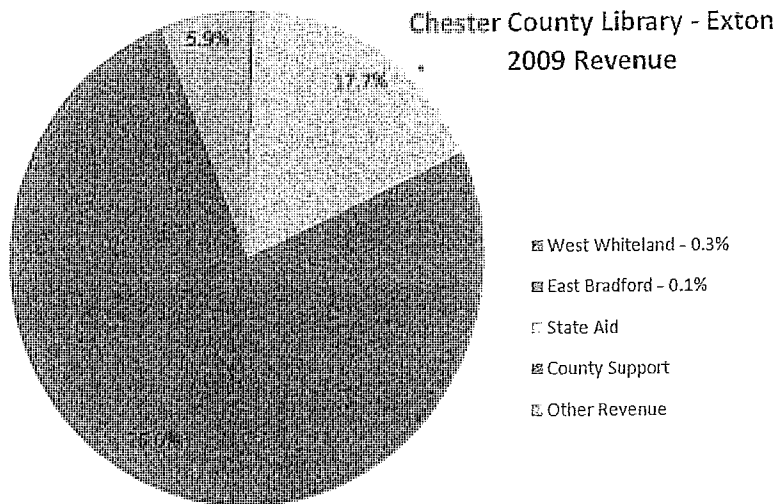
RTB/PF

cc: Pamela L. Phillips
John M. Devine
Chester Valley Engineers, Inc.
William R. Shoemaker, Board of Supervisor Chair
Dorothy E. McClintock, Secretary/Treasurer
Rita Reves, Planning Commission Chair
David E. Watt, Planning Commission Secretary
Louis F. Smith Jr., Manager, East Goshen Township

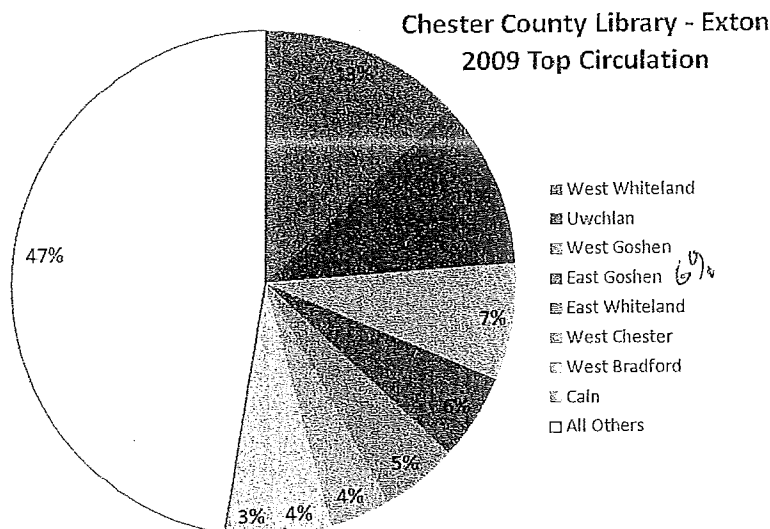
FYI 4pgs

Chester County Library

The Chester County Library first and foremost serves the residents of West Whiteland and Uwchlan townships by providing resources, materials and programs to enrich the educational, recreational and cultural lives of the residents of our community.



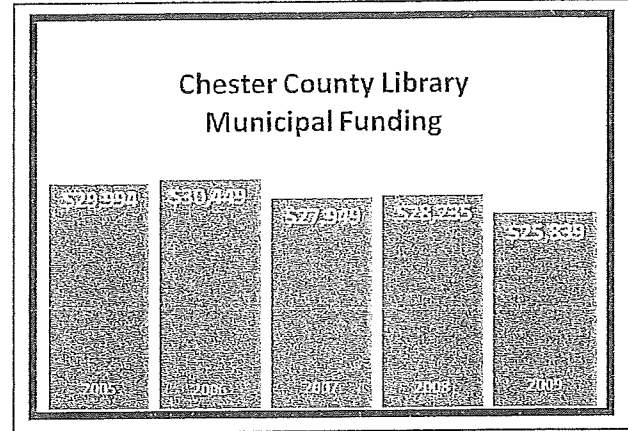
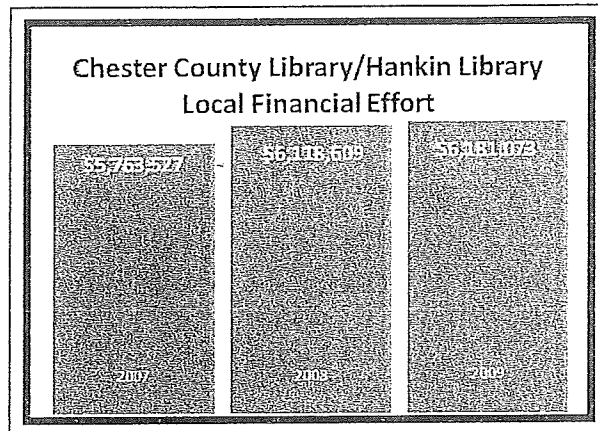
The Chester County Library is the largest library in the County and serves as the District Center, as well as the System headquarters. We hold an expansive and comprehensive collection of materials, resources and programs which help to support the other 16 partner libraries in the system. In addition, we are a community center, providing work space, meeting rooms, homework and research help.



The Chester County Library is largely supported by the County, which funds staffing and building expenses. State Aid, our next largest source of revenue, provides for our materials and programming, and has declined by more than 20% over the last two years. Therefore, we are experiencing a much greater need for local support from our municipalities in order to continue to provide quality services to all residents of Chester County.

2004

Chester County Library 2009 Facts



*Local Financial Effort (LFE) is the amount that a Library expends to provide services.
State Aid and the cost of raising money are not included.

"The Chester County Library is the largest and busiest library in the County with a wide variety of materials, resources and programs to enhance the educational, recreational and cultural lives of the residents of our community."

Marguerite Dube, Director

Chester County Library 2009 Revenue

	Rec'd	% of Total	Pop (09 Estimates)	per capita
West Whiteland	\$18,339	0.28%	18,339	\$1.00
East Bradford 50%	\$7,500	0.12%	5,470	\$1.37
State Aid and Access PA	\$1,150,471	17.70%		
County Support	\$4,937,135	75.96%		
Other Revenue	\$386,051	5.94%		
	\$6,499,496	100.00%	23,809	

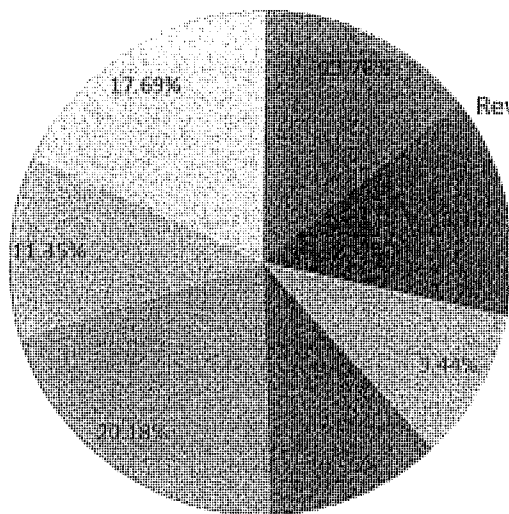
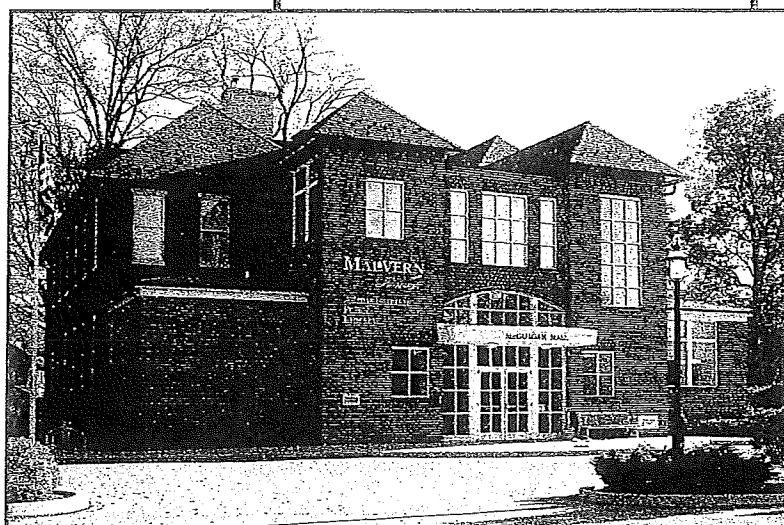
Chester County Library 2009 Top Circulation

West Whiteland	13.06%	190,971
Uwchlan	10.82%	158,206
West Goshen	7.47%	109,246
East Goshen	5.58%	81,547
East Whiteland	4.96%	72,501
West Chester Borough	3.87%	56,506
West Bradford	3.52%	51,477
Caln	3.27%	47,738
Westtown	2.86%	41,862
Tredyffrin	2.57%	37,532
Upper Uwchlan	2.50%	36,610
Downingtown Borough	2.46%	36,014
East Bradford	2.36%	34,530
East Caln	2.31%	33,810
All Others	32.38%	473,425
Total	100.00%	1,461,975

$$\frac{81547}{28825} = 2.8X$$

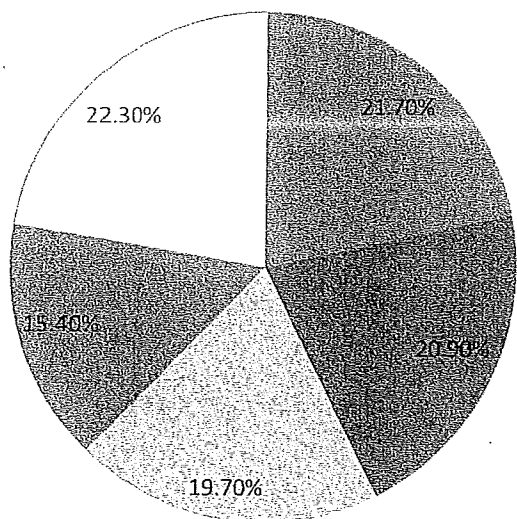
Malvern Public Library

Malvern Public Library serves the residents of Malvern Borough, East Goshen, East Whiteland and Willistown by providing resources and services that fulfill their educational, recreational and cultural needs. Although we are a small community library where customers are greeted by name, we also have access to the wealth of material provided through the Chester County Library System.



2009
Malvern Library
Revenue and Services

- Malvern Borough
- East Whiteland
- East Goshen
- Willistown (.5)
- State Aid & Access PA
- County Approp.
- Other Revenue



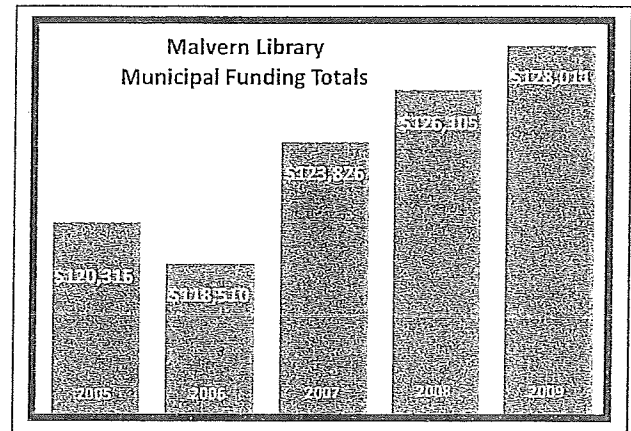
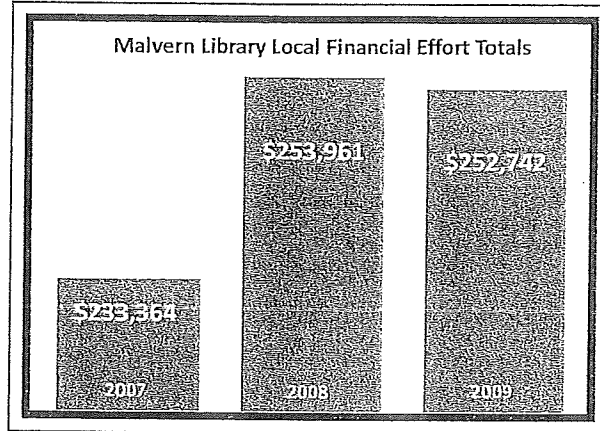
Malvern Library
Top Circulation

- Willistown
- East Whiteland
- East Goshen
- Malvern Boro
- All Others

In order to maintain the high quality of service and abundance of resources, we rely on funding from the State, the County and our service areas municipalities. Almost 80% of our revenue comes from those three entities. Of that 80%, almost 64% comes from the municipalities we serve.

Without the ongoing support of Malvern, East Goshen, East Whiteland and Willistown, we would not be able to serve their residents. In 2009, Malvern Public Library circulated 147,512 items, 77% of them to the library's local municipalities. Of the remaining 22%, Malvern circulated materials to residents of every borough and township in Chester County through the Chester County Library System.

Malvern Public Library 2009 Facts



*Local Financial Effort (LFE)
is the amount that a Library expends to provide services.
State Aid and the cost of raising money are not included.

"Malvern Public Library has been and, hopefully, will continue to be an important and necessary institution in these communities because they have recognized the importance of libraries and followed through with financial support."

Rosalie Dietz, Director

09 Revenue and Services

	Received	% of Total	Population	Per Cap
Malvern Borough	\$12,180	3.18%	3,059	\$3.98
Malvern Borough - Services	\$44,082	11.51%		
East Whiteland	\$46,703	12.20%	9,333	\$5.00
East Goshen	\$32,000	8.36%	16,824	\$1.90
Willistown (.5)	\$37,128	9.70%	5,006	\$7.42
State Aid and Access PA	\$68,370	17.85%		
County Appropriation	\$38,454	10.04%		
Other Revenue	\$104,040	27.17%		
Total	\$382,956	100.00%	34,222	

$\frac{18,000}{16,824} = 1.07$
 $\frac{20,000}{16,824} = 1.20$

09 Circulation by Municipality (greater than 1%)

Willistown	21.70%	31814
East Whiteland	20.90%	30554
East Goshen	19.70%	28825
Malvern Borough	15.40%	22560
Tredyffrin	3.00%	4453
Easttown	1.80%	2681
Charlestown	1.60%	2321
West Whiteland	1.60%	2271
West Goshen	1.50%	2177