

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
TUESDAY, August 16, 2011
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. Announce that the Board met in Executive Session on August 9 to discuss a personnel and legal matter
 - b. Acknowledge Leo Sinclair's resignation as Elected Auditor of East Goshen Township
7. Public Hearing
 - a. Public Hearing for Wireless Ordinance Amendment
8. Police/EMS Report – 3rd Tuesday
 - a. Chief John Dumond – Monthly Activity Report for July 2011
(Will be hand carried to meeting)
 - b. Goshen Fire Company President, Jerry Fokas, Sr. – EMS Report
9. Financial Report – 4th Tuesday – Brian McCool
10. Old Business
 - a. Review OPEB Trust Agreement and Ordinance
11. New Business
 - a. Consider 2010 Deer Management Report and Resolution Adopting Specific Provisions Of The Deer Management Program For The 2011-2012 Season
12. Any Other Matter
13. Approval of Minutes
 - a. August 9, 2011
14. Treasurer's Report
 - a. Report – August 11, 2011
15. Review Action List
16. Correspondence, Reports of Interest
17. Meetings & Dates of Importance:

August 15, 2011	Deer Management	7:00 pm
August 16, 2011	Park & Recreation (w/s)	10:00 am
	Board of Supervisors	7:00 pm
	(Wireless Ordinance Amendment Hearing)	
August 17, 2011	Friends of EGT 501c3	7:00 pm
August 18, 2011	Police Commission	8:00 am
	Local Traffic Advisory Committee	

	(no meeting – next meeting to be scheduled)	
	Farmer’s Market	3:00-7:00 pm
August 23, 2011	Board of Supervisors	7:00 pm
	(New Cingular/ATT CU) – Open and	
	Continue Hearing to Sept. 13.	
August 25, 2011	Farmer’s Market	3:00-7:00 pm
August 30, 2011	Board of Supervisors (as needed)	7:00 pm
October 1, 2011	Newsletter Delivery Date	

18. Public Comment – Hearing of Residents

19. 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.

Rick Smith

From: Leo A. Sinclair [leosinclair@verizon.net]
Sent: Wednesday, August 10, 2011 8:48 PM
To: sisayeff@eastgoshen.org; Don McConathy; cbattavio@eastgoshen.org;
tclapper@eastgoshen.org; mshane@eastgoshen.org
Cc: rsmith@eastgoshen.org; ellensinclair@verizon.net
Subject: Resignation Notice - Resigning my position as Elected Auditor of East Goshen Township
Importance: High

August 10th, 2011

Gentlemen,

Please accept this letter as formal notification that I am resigning my position as Elected Auditor of East Goshen Township effective immediately.

Sincerely,
Leo Andrew Sinclair

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: 8/12/2011
To: Board of Supervisors
From: Mark Gordon, Township Zoning Officer *mlg*
Re: Zoning Ordinance Amendment (Wireless)

Dear Commissioners:

Attached is the Final Version of the WCF Ordinance amendment incorporating comments from the Planning Commission, Staff and the Township solicitor. The CCPC review the proposed amendment and had no comments to offer the Township.

Draft Motion

Mr. Chairman, I move that we approve these amendments to the Township Zoning Ordinance specifically §240-15.B, 240-15.H, and 240-31.C as outlined in the proposed amendments.

BOARD OF SUPERVISORS
EAST GOSHEN TOWNSHIP

CHESTER COUNTY
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

July 8, 2011

Board of Supervisors
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Re: Wireless Communications Facility Ordinance Amendment

Dear Board Members:

At their meeting on July 6, 2011 the Planning Commission unanimously approved a motion to recommend that the Board of Supervisors adopt the Wireless Communications Facility Ordinance Amendment.

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

Sincerely,



Louis F. Smith, Jr.
Township Manager

Enclosure



THE COUNTY OF CHESTER

COMMISSIONERS

Terence Farrell
Kathi Cozzone
Ryan A. Costello

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



July 14, 2011

Louis F. Smith, Jr., Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Re: Zoning Ordinance Amendment – Wireless Communications Facilities
ZA-6-11-4373 – East Goshen Township

Dear Mr. Smith:

The Chester County Planning Commission has reviewed the proposed ordinance amendment as submitted pursuant to the provisions of the Pennsylvania Municipalities Planning Code, Section 609(e). The referral for review was received by this office on June 17, 2011. We offer the following comments to assist in your review of the proposed ordinance amendment.

DESCRIPTION OF THE AMENDMENT:

1. The proposed amendments to the Township Zoning Ordinance include the following:
 - A. The addition of subparagraph (12) to Section 240-15.B, to permit wireless communications facilities on Township-owned property as a by-right permitted use in the C-2 Local Convenience Commercial district;
 - B. The addition of Section 240-15.H – Standards for Wireless Communications Facilities built on Township-Owned Property; and
 - C. Amend Section 240-31.C(3)(h), Wireless communications facilities construction and siting standards. Design standards are provided for antenna erected on a commercial communications support structure (Section 240-31.C(3)(h)[2]), and antenna erected on existing structures such as smoke stacks, utility poles, water towers and commercial or industrial buildings (Section 240-31.C(3)(h)[3]).

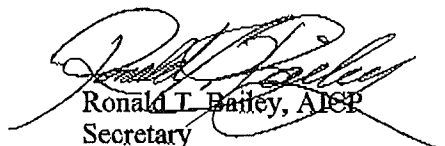
COMMENT ON THE AMENDMENT:

2. The proposed ordinance language appears to be appropriate.

RECOMMENDATION: East Goshen Township should adopt the proposed zoning amendment.

We request an official copy of the decision made by the Board of Supervisors, as required by Section 609(g) of the Pennsylvania Municipalities Planning Code. This will allow us to maintain a current file copy of your ordinance.

Sincerely,


Ronald T. Bailey, AICP
Secretary

RTB/PF

EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. 129-G-2011

**AN ORDINANCE OF EAST GOSHEN TOWNSHIP,
CHESTER COUNTY, PENNSYLVANIA, AMENDING
CHAPTER 240 OF THE EAST GOSHEN TOWNSHIP
CODE, TITLED, "ZONING", SECTION 240-15.B TO
ALLOW WIRELESS COMMUNICATIONS FACILITIES ON
TOWNSHIP OWNED PROPERTY IN THE C-2 DISTRICT
BY RIGHT; BY ADDING A NEW SECTION 240-15.H TO
ESTABLISH REGULATIONS FOR WIRELESS
COMMUNICATIONS FACILITIES WHICH ARE BUILT ON
TOWNSHIP-OWNED PROPERTY IN THE C-2 DISTRICT
AND SECTION 240-31.C(3)(h) TO AMEND THE
REGULATIONS FOR WIRELESS COMMUNICATIONS
FACILITIES.**

BE IT ENACTED AND ORDAINED, by the Board of Supervisors of East Goshen Township, that Chapter 240 of the Code of the Township of East Goshen, titled, "Zoning", shall be amended as follows:

SECTION 1. Section 240-15.B. shall be amended by adding a new subparagraph (12) which shall read as follows:

"(12) Wireless communications facilities on Township-owned property, subject to compliance with the standards in § 240-15.H."

SECTION 2. A new Section 240-15.H shall be added which shall read as follows:

"§ 240-15.H. Standards for Wireless Communications Facilities Built on Township-Owned Property.

All applicants seeking to construct, erect, relocate or alter a Wireless Communications Facility on Township-owned property in the C-2 District shall demonstrate compliance with the criteria in Section 240-31.C(3)(h) as part of the application for building permit. Any materials or documents that must be submitted to the Board of Supervisors as part of the conditional use application for wireless communications facilities built in the I-1 and BP Districts pursuant to Section 240-31.C(3)(h) shall be submitted instead to the Building Official as part of the building permit application for a wireless communications facility built on Township-owned property in the C-2 District. The Building Official shall not issue a building permit for the wireless communications facility until the applicant has demonstrated compliance with

the criteria in Section 240-31.C(3)(h) and the Township has entered a lease or license agreement with the owner of the wireless communications facility.

SECTION 3. Section 240-31.C(3)(h) shall be revised as follows:

“(h) Wireless communications facilities.

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

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

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

[c] Ensure the structural integrity of commercial communications antenna support structures through compliance with applicable industry standards and regulations, including the Township's Building Code.

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

[2] Standards for commercial communications antenna erected on a commercial communications support structure. All applicants seeking to construct, erect, relocate or alter a commercial communications support 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] Permissible Locations. Wireless communications facilities must be located on property within the following zoning districts where permitted by right or as a conditional use and only in such location within that district and at a minimum height necessary to satisfy their function in the applicant's wireless communications system. The zoning districts in which wireless communications facilities are permitted by conditional use are the BP and I-1 Districts. Wireless

Communications Facilities are also permitted by right on Township-owned property in the C-2 District.

- [ii] Maximum heights. No commercial communications antenna support structure serving a single provider 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. 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.

- [ii] Miscellaneous Information and Reports. The conditional use application shall be accompanied by the following:

- [a] A propagation study demonstrating that there is a substantial gap in coverage for the provider;
- [b] A description of the type and manufacturer of the proposed transmission/radio equipment;

- [c] A study demonstrating compliance with the noise standards in Section 240-24 of this chapter. In instances where there are multiple carriers or multiple equipment boxes proposed to be built on one site, the applicant must demonstrate that the cumulative noise from all carriers' equipment shall comply with the noise standards in this chapter;
 - [d] The name, address and contact information for the primary and secondary contact person responsible for the facility operation and maintenance;
 - [e] A report which addresses the potential impacts associated with constructing the facility and possible mitigation measures if negative impacts are expected to occur on surrounding properties;
 - [f] A report from a registered professional engineer that confirms that the radiofrequency emissions from the proposed facility will comply with the Federal Communications Commission standards;
 - [g] A certificate of insurance issued to the owner/operators, evidencing that there is or will be adequate current liability insurance in effect insuring against liability for personal injuries and death and property damage caused by the land site and the proposed facilities;
 - [h] A copy of the lease or other written agreement with the property owner confirming that Applicant has standing to file the application and maintain the proposed facility on the subject property.
- [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 facility in the manner described in the hearing.

[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 section.

[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 500 square feet in area that houses the equipment necessary for the proper functioning of the tower and commercial communications antenna(s) may be located on the property where the tower is located. This pad must be setback a minimum of ten feet from any property line and the combined height of the pad and any structures erected on such pad may not exceed eight feet. Each unrelated company sharing commercial communications antenna(e) space on the tower may have its own building or pad provided that the total area of all buildings or pads on the site shall not exceed 500 square feet, unless otherwise approved by the Board.

[e] Other facilities. With the exception of the wireless communications equipment building or pad housing the 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, the Electrical Industry Association and the Township's applicable Building Code. 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. Unless prohibited by federal or state laws, 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.

[l] 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] Signs. 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 surrounding properties. The applicant shall promptly report any outage or malfunction of FAA mandated lighting to the appropriate governmental authorities and to the Township Secretary.

[q] Abandonment. If use of the wireless communications facility is abandoned, or if the wireless communications facility is not in use for a period of six months or longer, the owner shall demolish and/or remove the wireless communications facility from the land site within six months of such abandonment and/or nonuse. All costs of demolition and/or removal shall be borne by the owner of the wireless communications facility. In the event that the demolition and/or removal referred to

above is not performed in a timely manner, the owner shall be subject to civil enforcement proceedings in accordance with § 240-54C.

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

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

- [i] The names and addresses of the owner of the wireless communications facility and any organizations utilizing the wireless communications facility and telephone numbers of the appropriate contact person in case of emergency.
- [ii] The name and address of the property owner on which the wireless communications facility is located.
- [iii] The location of the wireless communications facility by geographic coordinates, indicating the latitude and longitude.
- [iv] Output frequency of the transmitter.
- [v] The type of modulation, digital format and class of service.
- [vi] Commercial communications antenna(e) gain.
- [vii] The effective radiated power of the commercial 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. In all zoning districts, an applicant may, upon conditional use approval being granted by the Board, locate commercial communications antenna and their support members (but not a commercial communications antenna support structure) on an existing smoke stack, utility pole, water tower, commercial or industrial building or any similar tall structure pursuant to the requirements in this Section 240-31.C(3)(h)[3]. 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.
- [ii] Steeple exception to existing structure requirement. The applicant may, upon conditional use approval being granted by the Board of Supervisors, install a commercial communications antenna in any zoning district, in accordance with the provision of this section provided the commercial communications antenna shall be located

entirely within a steeple located on a place of worship and no portion of the antenna shall be visible from the outside.

- [iii] Limitations on Height. In no event shall mounted commercial communications antenna(e) extend more than 25 feet above the height of the existing structure. The applicant shall demonstrate that the proposed height of the commercial communications antenna is the minimum height required to provide satisfactory service for wireless communications.

[b] Conditional Use.

- [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), the existing structure to which the commercial communications antenna(e) will be attached, 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.

- [ii] Miscellaneous Information and Reports. The conditional use application shall be accompanied by the following:

- [a] A propagation study demonstrating that there is a substantial gap in coverage for the provider;
- [b] A description of the type and manufacturer of the proposed transmission/radio equipment;
- [c] A study demonstrating compliance with the noise standards in Section 240-24 of this chapter. In instances where there are multiple carriers or multiple equipment boxes proposed to be built on one site, the applicant must demonstrate that the cumulative noise from all carriers' equipment shall comply with the noise standards in this chapter;

- [d] The name, address and contact information for the primary and secondary contact person responsible for the facility operation and maintenance;
 - [e] A report from a registered professional engineer that confirms that the radiofrequency emissions from the proposed facility will comply with the Federal Communications Commission standards.
 - [f] A certificate of insurance issued to the owner/operators, evidencing that there is or will be adequate current liability insurance in effect insuring against liability for personal injuries and death and property damage caused by the land site and the proposed wireless communications facilities;
 - [g] A copy of the lease or other written agreement with the property owner confirming that Applicant has standing to file the application and maintain the proposed facility on the subject property.
- [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 and all cables associated therewith.

[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 equipment necessary for the proper functioning of the antenna 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 any 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 provided that the total area of all pads for all carriers located on the structure shall not exceed 500 square feet, unless otherwise approved by the Board.

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

[e] Other facilities. With the exception of the wireless communications equipment pad housing the equipment necessary to the proper functioning of the commercial communications antenna(s), all other uses ancillary to commercial communications antenna(s), 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 antenna and associated ground equipment shall be located underground.

[g] Required parking. If the wireless communication antenna 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 antenna is not fully automated, the number of required parking spaces shall equal the number of employees present at the wireless communication antenna during the largest shift.

[h] Safety of Antenna. The applicant shall demonstrate that the proposed commercial communications antenna(e) 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, the Electrical Industry Association and the Township's applicable Building Code. 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 equipment buildings or pads.

[j] Landscaping. Unless prohibited by federal or state law, the following landscaping shall be required to screen the equipment building or pads. 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 equipment building or pad. 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] Proof of annual inspection.

[i] Annually, the owner of a commercial communications antenna shall submit to the Township proof of the annual inspection of the commercial communications antenna 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 antenna fails to make the necessary repairs or to remove the antenna when directed by the Board, the owner shall be subject to civil enforcement proceedings in accordance with § 240-54.

[l] Lighting. Commercial communications antenna shall meet all Federal Aviation Administration (FAA) regulations. No commercial communications antenna 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 surrounding properties. The applicant shall promptly report any outage or malfunction of FAA mandated lighting to the appropriate governmental authorities and to the Township.

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

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

[o] Visual appearance. 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.

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

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

SECTION 4. Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 5. Repealer. All ordinances or parts of ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective in five days from the date of adoption.

ENACTED AND ORDAINED this _____ day of _____, 2011.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Louis F. Smith, Secretary

Senya D. Isayeff, Chairman

Donald R. McConathy, Vice-Chairman

E. Martin Shane, Member

Carmen Battavio, Member

Thom Clapper Ph.D, Member

Memo

Date: August 12, 2011

To: Board of Supervisors

From: Rick Smith

Re: OPEB Trust Agreement and Ordinance

Attached please find two copies of the Agreement; a clean copy and a copy showing changes.

nns

CLEAN COPY

**EAST GOSHEN TOWNSHIP OTHER POSTEMPLOYMENT BENEFITS TRUST
AGREEMENT**

THIS EAST GOSHEN TOWNSHIP OTHER POSTEMPLOYMENT BENEFITS ("OPEB) TRUST AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2011, by EAST GOSHEN TOWNSHIP, a political subdivision of the Commonwealth of Pennsylvania with an address of 1580 Paoli Pike, West Chester, Pennsylvania 19380 (hereinafter the "Township") and the EAST GOSHEN TOWNSHIP OPEB TRUST BOARD OF TRUSTEES (the "Trustees").

BACKGROUND:

WHEREAS, the Township is a political subdivision of the Commonwealth of Pennsylvania; and

WHEREAS, the Township and Westtown Township have established the Westtown-East Goshen Police Commission (the "Commission") as a governmental instrumentality for the purpose of governing and administering the Westtown-East Goshen Police Department (the "Department"); and

WHEREAS, the Commission employs the police officers and other employees of the Department and has established a pension plan (the "Plan") for the benefit of the employees of the Commission and their spouses, dependents and beneficiaries (the "Covered Individuals"); and

WHEREAS, in addition to the pension benefits that are provided under the Plan, the Commission is also contractually obligated to provide other postemployment benefits to Covered Individuals (referred to as the "Commission's OPEB Obligation"); and

WHEREAS, the Township and Westtown Township provide funding to the Commission to cover the Commission's OPEB Obligation in accordance with contractual arrangements between the Commission and each of the Townships; and

WHEREAS, the Commission and the Westtown-East Goshen Police Commission OPEB Trust Board of Trustees entered a certain Trust Agreement titled, "Westtown-East Goshen Police Commission OPEB Trust Agreement" on March 23, 2009 (the "Commission's OPEB Trust Agreement") to create a separate trust fund as a vehicle for accepting and holding contributions from the Townships for the irrevocable funding of the Commissions' OPEB Obligation; and

WHEREAS, the Township wants to set aside additional monies in a separate trust fund pursuant to the terms of this Trust Agreement as a vehicle for accepting and holding contributions from the Township to be used to satisfy the Township's contractual obligation to contribute its pro-rata share of the Commission's OPEB Obligation.

NOW THEREFORE, in consideration of the foregoing the parties agree as follows:

ARTICLE I

Definitions

1.1 **Definitions.** For the purposes of this Trust Agreement, the following terms shall have the meanings set forth below, unless otherwise expressly provided.

- (a) **"Board of Trustees"** means the body established by Article 10 of this Agreement, the membership of which, as so constituted from time to time, comprises the Trustees.
- (b) **"Code"** means the Internal Revenue Code of 1986, as amended.
- (c) **"Commission"** means the Westtown-East Goshen Police Commission, Pennsylvania, acting by and through its duly appointed Commission Members.

- (d) **"Commission's OPEB Obligation"** means such postemployment health benefit plan or plans approved or established by the Commission, that provides postemployment health benefit coverage, or any other postemployment welfare benefit plan, program or arrangement providing for sickness, accident, medical, disability or similar welfare benefits, through insurance or otherwise, in existence as of the Effective Date or later adopted by the Commission for the benefit of its employees, retirees, and their spouses and dependents.
- (e) **"Effective Date"** means the date on which the Trust is created by the Trustees' acceptance of cash or other assets from the Township.
- (f) **"Funding Vehicles"** means one or more mutual funds or other investment options made available by the Trustees hereunder.
- (g) **"Investment Manger"** means the individuals or corporation appointed by the Trustees pursuant to Section 7.4 to manage all or a portion of the investments of the Trust Fund.
- (h) **"OPEB"** means other post employment benefits other than pensions which the Commission is contractually obligated to pay to the members of the Police Department.
- (i) **"Plan"** means the police pension plan established by the Commission for the benefit of the Commission's employees, retirees, and their spouses and dependents.
- (j) **"Police Department"** means the Westtown-East Goshen Police Department.
- (k) **"Retiree"** means an individual who is a retired Employee of the Police Department who is eligible for benefits under the terms of the Plan.
- (l) **"State"** means the Commonwealth of Pennsylvania.
- (m) **"Township"** means East Goshen Township, Pennsylvania.
- (n) **"Trust"** or **"Trust Fund"** means those assets, described in Section 2.1 of this Trust Agreement, held by the Trustees at any time pursuant to this Trust Agreement.
- (o) **"Trustee"** or **"Trustees"** means, as the context may require, an individual member or all of the then current membership of the Board of Trustees, including a designee (or designees) appointed to a Trustee position.

ARTICLE 2

Establishment of the Trust

- 2.1 **Trust Established/Purpose.** The Trust is hereby established as of the Effective Date, separate and apart from the general assets of the Township, for the exclusive benefit of the Township to fund all or a portion of its contractual obligation to the Commission relating to its pro-rata share of the Commission's OPEB Obligation. The Trust Fund shall consist of the Funding Vehicles, any cash received by the Trustees, any other assets held pursuant to the terms of this Trust Agreement, and any increments, proceeds, earnings and income to the above assets. The funds in the Trust may be used to pay the Commission all or a portion of the Township's pro-rata share of the Commission's OPEB Obligation if there are not sufficient funds available to the Commission from the Commission's annual operating budgets and from the assets from the Commission's OPEB Trust. The funds in the Trust are legally protected from the creditors of the Township and the Trustees.
- 2.2 **Exclusive Benefit.** Except as provided under applicable law, no part of the corpus or income of the Trust fund may be used for, or diverted to, any purpose other than for the exclusive use of the Township to satisfy all or a portion of the Township's contractual obligation relating to its pro-rata share of the Commission's OPEB Obligation if there are not sufficient funds available to the Commission from the Commission's annual operating budgets and from the assets from the Commission's OPEB Trust.
- 2.3 **Spendthrift Provision.** All assets, income and distributions of the Trust shall be protected against the claims of creditors of the Township and shall not be subject to execution, attachment, garnishment, the operation of bankruptcy, the insolvency laws or other process whatsoever, nor shall any assignment thereof be enforceable in any court.
- 2.4 **Named Fiduciary.** The Trustees shall be the fiduciaries for the Trust Fund and shall have the power to delegate responsibilities under this Agreement. Such delegations may be to officers and employees of the Township or to other individuals or organizations, including an actuary or a third-party administrator or record keeper, all of whom shall hold those delegations at the pleasure of the Trustees. Any employee of the Township who already receives full-time pay, and who is delegated such fiduciary responsibilities, shall serve without additional compensation except for reimbursement for expenses properly and actually incurred. Whenever the Trustees delegate a fiduciary duty in writing, the Trustees shall be free from liability for breach of such duty to the fullest extent permitted by law.
- 2.5 **Segregation of Assets.** Assets under the Trust may be segregated only for investment purposes.

- 2.6.1 **Annual Audit.** The Township shall appoint a responsible accounting firm to conduct an annual audit of the Trust at the sole expense of the Township. The results of such audit shall be provided to the Trustees.
- 2.6.2 **Trust Fund Subject to Investment Risk.** The Trust Fund is not insured by the Federal Deposit Insurance Corporation (FDIC). The value of the Trust Fund is subject to investment risks, including possible loss of principal.

ARTICLE 3

Construction

- 3.1 **Situs of Trust.** The Trust will be administered in the Commonwealth of Pennsylvania, and its validity, construction, and all rights hereunder shall be governed by the laws of the Commonwealth of Pennsylvania except to the extent preempted by Federal law. All contributions to the Trust Fund shall be deemed to occur in Pennsylvania.
- 3.2 **Gender, Number.** Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.

ARTICLE 4

Contributions

- 4.1 **Contributions by the Township.** The Township shall contribute to the Trust such amounts as it determines necessary, in its sole discretion.
- 4.2 **Contributions Are Irrevocable.** Subject to this Section 4.2, each contribution to the Trust by the Township shall be an irrevocable and indefeasible transfer to the Trust. Except as provided in Section 4.3 and 12.3 hereof, neither the Township or the Board of Trustees, shall have any right, title, interest, claim, or demand whatsoever in or to the funds held by the Trust, other than the right to a proper application thereof and accounting therefore by the Board of Trustees as provided herein, nor shall any funds revert to the Commission, the Township, the Board of Trustees, or any Trustee.
- 4.3. **Return of Contributions for Mistake of Fact.** Notwithstanding any other provisions of this Agreement, if and to the extent permitted by the Code and other applicable laws and regulations thereunder, upon the Township's request, a contribution that is deposited into the Trust by a mistake in fact shall be returned by the Trustee to the Township within a reasonable period of time.
- 4.4 **Discontinuance of Contributions.** The discontinuance of contributions to the Trust shall not automatically terminate the Trust. The Trustees shall continue to

administer the Trust in accordance with this Trust Agreement until its obligations are discharged and satisfied.

- 4.5. **Surviving Provision.** This Article 4 is not subject to modification and shall survive the termination of the Plan and the Trust.

ARTICLE 5

Benefits

- 5.1 **Payment of Benefits.** The Trustees may make distributions from the Trust to pay the Commission the Township's pro-rata share of the Commission's OPEB Obligation in the following circumstances: (i) if in any one fiscal year there are not sufficient funds available to the Commission to satisfy such OPEB Obligation from the Commission's annual operating budget(s) and from the assets from the Commission's OPEB Trust; and (ii) when the Trustees in the exercise of their reasonable judgment determine such distribution to be appropriate. The Trustees may only make distributions in an amount necessary to cover the Township's proportional share of the Commission's OPEB Obligation as determined by the contract between Westtown Township and the Township. The Trustee shall not make any distributions from the Trust to cover any portion of the Commission's OPEB Obligation that is due and owing from Westtown Township.

ARTICLE 6

Duties of the Trustees

- 6.1 **Management of Trust Fund.** The Trustees shall manage the assets of the Trust Fund as would a prudent person under like circumstances who is familiar with such matters.
- 6.2 **Receipt of Contributions.** The Trustees agree to accept contributions to the Trust that are paid to the Trustees by the Township in accordance with the terms of this Agreement. The Trustees shall receive all contributions in cash or in such other form as permitted under the laws of the Commonwealth of Pennsylvania and acceptable to the Trustees. The Trustees shall be accountable to the Township for the funds remitted to it by the Township, and shall have a duty to see that the contribution received complies with any statute, regulation or rule applicable to contributions.
- 6.3 **Disbursement of Assets.**
- (a) **Disbursements.** Subject to Paragraphs 2.1 and 2.4 of this Agreement, the Trustees may from time to time make payments or disbursements out of the Trust Fund to pay the Commission the Township's proportional share of the Commission's OPEB Obligation in the following circumstances: (i) if in any one fiscal year there are not sufficient funds available to the

Commission to satisfy the Commission's OPEB Obligation from the Commission's annual operating budget(s) and from the assets from the Commission's OPEB Trust; (ii) for the payment of reasonable and proper expenses of this Trust; and (iii) when the Trustees in the exercise of their reasonable discretion determine appropriate. The Trustees shall pay all fees and expenses reasonably incurred by it in the administration of the Trust fund unless the Township directly pays such fees and expenses. Nothing contained in this Agreement shall constitute a guarantee that Trust assets will be sufficient to pay the Township's proportional share of the Commission's OPEB Obligation.

- (b) Expenses. The reasonable and proper expenses of the Trust shall include, but not be limited to:
- (i) the fees of any third-party record keeper and actuary's fee as agreed upon by the Trustees from time to time;
 - (ii) expenses incurred by the Trustees in the operation and administration of the Trust Fund;
 - (iii) the fees and other charges against the Trust Fund by any Investment Manager or other person or firm that provides services for the Trust Fund, including attorney's fees; and
 - (iv) any income or other taxes properly levied or assessed against the Trust Fund.

6.4 Other Duties.

- (a) Records. The Trustees shall keep such accounts and records and make such reports and disclosures as shall be required by law and by the Governmental Accounting Standards Board under this Agreement. The records of the Trust shall be open to inspection by the Township at all reasonable times and will be audited as required by law.
- (b) Statements. The Trustees shall furnish the Township with an annual statement of account showing the condition of the Trust Fund and all investments, receipts, disbursements and other transactions effected by the Trustees during the fiscal year covered by the statement and also stating assets of the Trust held at the end of the fiscal year, which statement of account shall be conclusive on all persons, including the Township, except as to any transaction concerning which the Township files with the Trustees written exceptions or objections within ninety (90) days after receipt of the statement of account.

- (c) **Compliance.** The Trustees shall take such action (or refrain from taking such action, as the case may be) as shall be necessary to comply with the Trust, and applicable State and Federal laws.
- (d) **Authority to Delegate Duties.** The Trustees are authorized to delegate any of the duties assigned to them in this Agreement, other than those duties relating to the investment or management of the assets of the Trust Fund, to any individual or organization it deems qualified to perform such duties. The Trustees are only authorized to delegate investment and asset management duties to an Investment Manager pursuant to the provisions of Article 7. When delegating duties, the Trustees shall document the delegation in a separate written agreement with the delegate.
- (e) **Liability Limitations.** Trustees shall not be liable for the acts or omissions of parties to whom he or she has or they have specifically delegated duties, except with respect to any acts or omissions in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility. Each Trustee shall be held harmless, to the extent provided for in the laws of the Commonwealth of Pennsylvania, by the Township from any and all liability hereunder for acts or omissions performed in good faith and with prudence. Except as otherwise provided by contract or applicable law, no person acting in a fiduciary capacity with respect to the Trust shall be liable for any action taken or not taken with respect to the Trust except for actions that constitute willful misconduct.

ARTICLE 7

Investment of Trust Assets

- 7.1 **General Investment Power.** The assets of the Trust shall be invested by the Trustees in accordance with Pennsylvania law and the investment policy developed by the Township or, to the extent so delegated, the Trustees. Except to the extent such duties are specifically delegated to one or more Investment Managers under Paragraph 7.4, the Trustees shall manage and control assets of the Trust Fund, including selecting and retaining or disposing of any investment of such assets.
- 7.2 **Investment and Funding Policies.** The Township or, if the Township so delegates such authority, the Trustees, shall establish funding policies for contributions under the Trust as may be appropriate from time to time, consistent with the requirements of applicable law. The Trustees shall also establish and comply with investment policies for Trust investments. The Trustees shall coordinate their investment and funding policies with the Trust's financial needs.

- 7.3 **Full Investment Powers.** The Trustees shall have full discretion and authority with regard to the investment of the Trust Fund, except to the extent they have delegated such discretion to a properly appointed Investment Manager with respect to Trust assets under such Investment Manager's control or direction. The Trustees are authorized and empowered with all investment powers conferred on trustees by the laws of the Commonwealth of Pennsylvania.
- 7.4 **Investment Managers.** The provisions in this subsection shall control the appointment and use of Investment Managers, as follows:
- (a) **Appointment.** The Trustees may appoint one or more Investment Managers to manage the assets of all or any part of the Trust Fund. Each such Investment Manager shall be duly qualified to act in such capacity under applicable Federal and State Law. The Trustees shall obtain from any Investment Manager a written statement:
 - (i) acknowledging it is a fiduciary with respect to the Trust assets under its management; and
 - (ii) certifying that it is qualified under applicable Federal and State Law to be appointed as an Investment Manager under this Agreement.

The Trustees shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities as the Trustees deem appropriate under the circumstances. The Trustees shall not be responsible for any investment decision made by an Investment Manager unless the Trustees actually make that decision.

- (b) **Trustees Duties.** Any investment directions or notifications from an Investment Manager to the Trustees may be made orally or in writing, or in such manner as shall be agreed upon between the Investment Manager and the Trustees; provided, in the event the Investment Manager gives the Trustees oral recommendations, directions or notifications, the Investment Manager shall confirm such directions or notifications in writing immediately thereafter.
- (c) **Violation of Trustees' Fiduciary Duties.** Notwithstanding the foregoing, if, in the Trustees' sole discretion, the execution of any instruction with respect to, or the continued holding of any assets in, an investment managed by an Investment Manager would be in violation of the Trustees' fiduciary responsibilities, the Trustees may refuse to execute such instruction or may dispose of such asset or assets, respectively; provided, the Trustees shall not be responsible for the acts or omissions of such

Investment Manager. In any such case, the Trustees shall promptly notify the Investment Manager of such situation.

- (d) Failure to Direct. In the event that an appointed Investment Manager shall fail to invest all or any portion of the assets under its management, the Trustees shall be responsible for the investment of such assets. If an appointed Investment Manager shall fail to give the Trustees instructions or directions relating to the voting of shares held pursuant to an investment directed by the Investment Manager or the execution and delivery of proxies, or relating to the purchase and sale of fractional shares or the exercise of any other ownership right, the Trustees shall take such action as they deem to be in the best interest of the Trust, provided such action is consistent with the then existing investment policies established by the Trustees.
- (e) Termination of Appointment. Upon termination of the appointment of an Investment Manager, the Trustees may appoint a successor Investment Manager with respect to the investments formerly under the management of the terminated Investment Manager or may merge or combine such investments with other investments or Trust assets within the guidelines of the investment policies established by the Trustees.
- (f) Reports and Valuations. An Investment Manager shall keep accurate and detailed books and records on all investments, receipts, disbursements and other transactions for its accounts and shall determine the fair market value of the assets of such accounts as of each reporting date determined by the Trustees, and, further, shall file a copy of such books and records and valuations with the Trustees on or before such deadlines as the Trustees shall reasonably set. The Trustees also shall have the right to request that any person who is responsible for making the investment decisions for an investment account determine the fair market value of any asset, or all of the assets, held for that account and file a copy of such valuation with the Trustees before such deadlines as the Trustees reasonably shall set, and each such person shall comply with any such request.

ARTICLE 8

Powers of the Trustees

- 8.1 General Authority. Except to the extent such powers are specifically delegated to an Investment Manager under paragraph 7.4 of this Agreement, the Trustees shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in this Agreement.

8.2 **Specific Powers.** In the management of the Trust, the Trustees or their delegates, as the case may be, shall have the following powers in addition to the powers customarily vested in trustees by the laws of the Commonwealth of Pennsylvania but in no way in derogation thereof, and such powers shall be exercised in accordance with proper directions and the investment policy established by the Trustees or the Investment Committee and without order of, and report to, any court:

- (a) **Sales.** To sell, exchange, convey, transfer or otherwise dispose of any property held in the Trust, by private contract or at public auction. No person dealing with the Trustees shall be bound to see the application of the purchase money or other property delivered to the Trustees or to inquire into the validity, expediency or propriety of any such sale or other disposition;
- (b) **Purchase of Property.** With any cash at any time held by it, to purchase or subscribe for any authorized investment and to retain the same in the Trust.
- (c) **Retention of Cash.** To hold cash without interest in such amounts as may be in their opinion reasonable for the proper operation of the Trust;
- (d) **Exercise of Owner's Rights.** To give general or specific proxies or powers of attorney with or without power of substitution with respect to any corporate stock or other security; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, consent to, or otherwise participate in reorganizations or other changes affecting any stock, bond, note or other property, and to delegate discretionary powers and pay any assessments or charges in connection therewith, and generally to exercise any of the powers of an owner, including voting rights, with respect to any stock, bond, note or other property held as part of the Trust;
- (e) **Registration of Investment.** To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and record of the Trustees shall at all times show that all such investments are part of the Trust;
- (f) **Disbursement.** To make disbursements for the purposes set forth in this Agreement.
- (g) **Retention of Disputed Funds.** To retain any funds or property subject to any dispute without liability for the payment of interest; and to decline to make payment or delivery of the funds or property until final adjudication is made by a court of competent jurisdiction;

- (h) Execution of Instruments. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted;
- (i) Settlement of Claims and Debts. To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend legal or administrative proceedings and to represent the Trust in all legal and administrative proceedings;
- (j) Employment of Agents, Advisors and Counsel. To employ and to act or refrain from acting on the advice or opinion of suitable agents, actuaries, accountants, investment advisers, brokers and counsel, and to pay their reasonable expenses and compensation;
- (k) Power to do any Necessary Act. To do all acts which it may deem necessary or proper and to exercise any and all powers of the Trustees under this Agreement upon such terms and conditions as it may deem in the best interests of the Trust;
- (l) Loans. To borrow money only for such periods of time and upon such terms and conditions as the Trustees deem necessary and proper to cover any temporary, short-term overdrafts, and to secure such loans by mortgaging, pledging or conveying any property of the Trust; and
- (m) Appointment of Custodian. To appoint a custodian to safeguard the assets of the Trust. The Township hereby authorizes and directs the Trustees to enter into such agreements with any such custodian as may be necessary to establish an account with the custodian. For administrative purposes, contributions deposited to the appointed custodian shall be deemed as contributions deposited with the Trustees on behalf of the Trust.

8.3 **Standard of Care.** The Trustees shall discharge their duties under this Agreement with the care and skill required with respect to such duties. The Trustees shall not be responsible for the title, validity, or genuineness of any property or evidence of title thereto received by them or delivered by them pursuant to this Agreement and shall be held harmless in acting upon any notice, request, direction, instruction, consent, certification, or other instrument believed by them to be genuine and delivered by the proper party or parties.

ARTICLE 9

Administration

- 9.1 **Bonds and Reports to Court.** Each Trustee shall be bonded to the extent required by law, except that, to the extent that the requirements of any such bond may be waived, such waiver shall be deemed to have been exercised, and no such bond shall be required. The Trustees shall not be required to make any inventory or appraisal or report to any court or to secure any order of any court for the exercise of any power herein contained.
- 9.2 **Accounting.** The Trustees shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Trust, and those records shall be available at all reasonable times to the Township and its independent auditor. The Trustees shall provide such reports to the Township at mutually agreeable times.
- 9.3 **Right to Audit.** The Township may conduct an independent audit of the Trust Fund at least annually. The Township may engage an independent auditor of its own choosing to assist in or conduct the audit. The Township shall have the right at all reasonable times during the terms of the Trust and for three (3) years after the termination of the Trust to examine documents of the Trustees relating to the Trust and the Trustees' performance hereunder.
- 9.4 **Action of the Trustees.** A majority of the Trustees shall constitute a quorum and acts of a majority of the Trustees present at any meeting at which a quorum is present or acts approved by all Trustees in writing shall be deemed to be valid acts. Notwithstanding the above, the duly elected chairperson of the Trustees as designated by the Trustees to perform ministerial acts, may execute any documents relating to the Trust, including contracts relating to the investments or reinvestment of the assets of the Trust, documents necessary for the exercise of any ownership rights thereunder, service agreements or other related documents, and may perform other such ministerial acts. The Trustees shall keep minutes of their proceedings and complete and accurate records which may be examined at any reasonable time on behalf of the Township by any officer or employee designated in writing by the Township.

ARTICLE 10

Selection and Term of Board of Trustees

- 10.1 **Membership.** The Board of Trustees shall have three (3) members who are selected and appointed by the Board of Supervisors. No current, former or retired member of the Department or relative (father, mother, grandparents, child, grandchild, nephew, niece, aunt, uncle, spouse and in-laws of the same category of relationship) of a current, former or retired member of the Department may be eligible to serve as a Trustee.
- 10.2 **Term.** Each Trustee shall hold office and continue to serve in such office so long as they hold the applicable office or position or until their successors have been duly elected and qualified or appointed, as the case may be, except that any

designee's appointment as a Trustee may be revoked at any time, for any reason or no reason by written notice by a majority vote of the Board of Supervisors.

- 10.3 **Compensation.** Except with respect to actual expenses incurred by Trustees as provided in Paragraph 6.3, Trustees shall not receive any compensation for their services rendered as Trustees.

ARTICLE 11

Miscellaneous Provisions

11.1 **Taxes.**

- (a) Until advised by the contrary by the Township, the Trustees shall consider the Trust to be exempt from federal, state, local and foreign income taxes. However, if the Trustees have reason to believe that such exemption does not or ceases to apply, the Trustee shall notify the Township of their belief, in writing. The Trustees shall not be responsible for filing any federal, state, local or foreign tax or information returns relating to the Trust other than information returns required as a result of any distribution from the Trust.
- (b) The Trustees shall promptly notify the Township of any taxes levied upon or assessed against the Trust. If the Township wishes to contest the tax assessment, it must give appropriate written instructions to Trustee within thirty (30) days of notification. If the Trustees do not receive written instructions within thirty (30) days of notification, the Trustee will pay the tax from the Trust.

- 11.2 **No Third Party Beneficiaries.** The provisions of this Agreement are intended to benefit only the Township. There are no other third party beneficiaries.

- 11.3 **Waiver.** No waiver by the Township of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

- 11.4 **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 11.5 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said

counterparts shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart.

- 11.6 **References to Statutes, etc.** Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

ARTICLE 12

Amendment and Termination

- 12.1 **Amendment.** This Trust Agreement may be amended at any time by written agreement signed by the Township and the Trustees, provided that such amendment shall not operate to violate any applicable law or regulation.
- 12.2 **Termination of Trust.** The Township reserves the right at any time to terminate this Trust. Except as provided in Section 12.3 below no portion of the Trust shall revert to or become property of the Township. Upon termination, the Trustees shall continue to administer the Trust in accordance with the provisions contained herein until all obligations under the Trust have been discharged and satisfied or all funds have been paid out. Upon termination of the Trust, the assets of the Trust shall not be returned to the Township, but instead, shall solely be applied toward the Township's obligation to contribute to the Commission a pro-rata share of the Commissions' OPEB Obligation and shall not be used for any other purpose.
- 12.3. **Change in Circumstance.** If any Federal, State or local law or regulation shall come into effect after the date of this Agreement which eliminates the need for the Township to pay to the Commission any contributions for the Commission's OPEB, or if the Township's contractual obligation to pay a pro-rata share of the Commission's OPEB ceases for any reason, the Township and Trustees may terminate the Trust in which case all funds in said Trust as of the date of termination shall revert into the Township's general fund.
- 12.4 **Removal of Trustee.** The Township may remove the Trustees by delivery of written notice, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such written notice to the Trustees.

ARTICLE 13

Successor Trustees

- 13.1 **Appointment of Successor Trustees.** Upon resignation or removal of the Trustees, the Township shall appoint a successor trustee or trustees and the Township shall provide the Trustees with written notice of such appointment. The Trustees shall transfer the assets of the Trust to such successor trustee(s),

and shall otherwise reasonably cooperate with the successor trustee(s) to ensure a smooth transition of the Trust Fund.

- 13.2.1 **Failure to Appoint Successor**. If the Township or Trustees have given notice of termination of their relationship and upon the expiration of the advance notice period, no party has accepted an appointment as successor, the Trustees will have the right to commence an action to deposit the assets of the Trust in a court of competent jurisdiction in the Commonwealth of Pennsylvania for administration until a successor may be appointed and accepts the transfer of the assets.

ARTICLE 14

Limited Effect of Trust

- 14.1 **Rights Limited to Terms of Trust Agreement**. Subject to applicable law, the establishment of the Trust and any modification thereof shall not be construed as giving to any person covered under the Plan or any other person any legal or equitable right against the Trustees or the Township or any right to benefits under the Plan, except as may otherwise be expressly provided in the Plan or in this Trust Agreement.

IN WITNESS WHEREOF, the Township and the Trustees have caused this Trust Agreement to be signed by their duly authorized officers or representatives on this _____ day of _____, 20____.

ATTEST:

EAST GOSHEN TOWNSHIP

Senya D. Isayeff, Chairman

Donald R. McConathy, Vice-Chairman

E. Martin Shane, Member

Carmen Battavio, Member

Thom Clapper Ph.D, Member

**EAST GOSHEN TOWNSHIP
OPEB TRUST BOARD OF
TRUSTEES**

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EAST GOSHEN TOWNSHIP OTHER POSTEMPLOYMENT BENEFITS OPEB TRUST AGREEMENT

THIS EAST GOSHEN TOWNSHIP OTHER POSTEMPLOYMENT BENEFITS (OPEB(~~OPEB~~)) TRUST AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2011, by EAST GOSHEN TOWNSHIP, a political subdivision of the Commonwealth of Pennsylvania with an address of 1580 Paoli Pike, West Chester, Pennsylvania 19380 (hereinafter the "Township") and the EAST GOSHEN TOWNSHIP OPEB TRUST BOARD OF TRUSTEES (the "Trustees").

BACKGROUND:

WHEREAS, the Township is a political subdivision of the Commonwealth of Pennsylvania; and

WHEREAS, the Township and Westtown Township have established the Westtown-East Goshen Police Commission (the "Commission") as a governmental instrumentality for the purpose of governing and administering the Westtown-East Goshen Police Department (the "Department"); and

WHEREAS, the Commission employs the police officers and other employees of the Department and has established a pension plan (the "Plan") for the benefit of the employees of the Commission and their spouses, dependents and beneficiaries (the "Covered Individuals"); and

WHEREAS, in addition to the pension benefits that are provided under the Plan, the Commission is also contractually obligated to provide other postemployment benefits to Covered Individuals (referred to as the "Commission's OPEB Obligation"); and

WHEREAS, the Township and Westtown Township provide funding to the Commission to cover the Commission's OPEB Obligation in accordance with contractual arrangements between the Commission and each of the Townships; and

WHEREAS, the Commission and the Westtown-East Goshen Police Commission OPEB Trust Board of Trustees entered a certain Trust Agreement titled, "Westtown-East Goshen Police Commission OPEB Trust Agreement" on March 23, 2009 (the "Commission's OPEB Trust Agreement") to create a separate trust fund as a vehicle for accepting and holding contributions from the Townships for the irrevocable funding of the Commissions' OPEB Obligation; and

WHEREAS, the Township wants to set aside additional monies in a separate trust fund pursuant to the terms of this Trust Agreement as a vehicle for accepting and holding contributions from the Township to be used to satisfy the Township's contractual obligation to contribute its pro-rata share of the Commission's OPEB Obligation.

NOW THEREFORE, in consideration of the foregoing the parties agree as follows:

ARTICLE I

Definitions

- 1.1 **Definitions**. For the purposes of this Trust Agreement, the following terms shall have the meanings set forth below, unless otherwise expressly provided.
- (a) **"Board of Trustees"** means the body established by Article 10 of this Agreement, the membership of which, as so constituted from time to time, comprises the Trustees.
 - (b) **"Code"** means the Internal Revenue Code of 1986, as amended.
 - (c) **"Commission"** means the Westtown-East Goshen Police Commission, Pennsylvania, acting by and through its duly appointed Commission Members.

- (d) **"Commission's OPEB Obligation"** means such postemployment health benefit plan or plans approved or established by the Commission, that provides postemployment health benefit coverage, or any other postemployment welfare benefit plan, program or arrangement providing for sickness, accident, medical, disability or similar welfare benefits, through insurance or otherwise, in existence as of the Effective Date or later adopted by the Commission for the benefit of its employees, retirees, and their spouses and dependents.
- (e) **"Effective Date"** means the date on which the Trust is created by the Trustees' acceptance of cash or other assets from the Township.
- (f) **"Funding Vehicles"** means one or more mutual funds or other investment options made available by the Trustees hereunder.
- (g) **"Investment Manger"** means the individuals or corporation appointed by the Trustees pursuant to Section 7.4 to manage all or a portion of the investments of the Trust Fund.
- (h) **"OPEB- Other post employment benefits other than pensions which the Commission is contractually obligated to pay to the members of the Police Department."**
- (i) **"Plan"** means the police pension plan established by the Commission for the benefit of the Commission's employees, retirees, and their spouses and dependents.
- (j) **"Police Department"** means the Westtown-East Goshen Police Department.
- (k) **"Retiree"** means an individual who is a retired Employee of the Police Department who is eligible for benefits under the terms of the Plan.
- (l) **"State"** means the Commonwealth of Pennsylvania.
- (m) **"Township"** means East Goshen Township, Pennsylvania.
- (n) **"Trust" or "Trust Fund"** means those assets, described in Section 2.1 of this Trust Agreement, held by the Trustees at any time pursuant to this Trust Agreement.
- (o) **"Trustee" or "Trustees"** means, as the context may require, an individual member or all of the then current membership of the Board of Trustees, including a designee (or designees) appointed to a Trustee position.

ARTICLE 2

Establishment of the Trust

- 2.1 **Trust Established/Purpose.** The Trust is hereby established as of the Effective Date, separate and apart from the general assets of the Township, for the exclusive benefit of the Township to fund all or a portion of its contractual obligation to the Commission relating to its pro-rata share of the Commission's OPEB Obligation. The Trust Fund shall consist of the Funding Vehicles, any cash received by the Trustees, any other assets held pursuant to the terms of this Trust Agreement, and any increments, proceeds, earnings and income to the above assets. The funds in the Trust may be used to pay the Commission all or a portion of the Township's pro-rata share of the Commission's OPEB Obligation if there are not sufficient funds available to the Commission from the Commission's annual operating budgets and from the assets from the Commission's OPEB Trust. The funds in the Trust are legally protected from the creditors of the Township and the Trustees.
- 2.2 **Exclusive Benefit.** Except as provided under applicable law, no part of the corpus or income of the Trust fund may be used for, or diverted to, any purpose other than for the exclusive use of the Township to satisfy all or a portion of the Township's contractual obligation relating to its pro-rata share of the Commission's OPEB Obligation if there are not sufficient funds available to the Commission from the Commission's annual operating budgets and from the assets from the Commission's OPEB Trust.
- 2.3 **Spendthrift Provision.** All assets, income and distributions of the Trust shall be protected against the claims of creditors of the Township and shall not be subject to execution, attachment, garnishment, the operation of bankruptcy, the insolvency laws or other process whatsoever, nor shall any assignment thereof be enforceable in any court.
- 2.4 **Named Fiduciary.** The Trustees shall be the fiduciaries for the Trust Fund and shall have the power to delegate responsibilities under this Agreement. Such delegations may be to officers and employees of the Township or to other individuals or organizations, including an actuary or a third-party administrator or record keeper, all of whom shall hold those delegations at the pleasure of the Trustees. Any employee of the Township who already receives full-time pay, and who is delegated such fiduciary responsibilities, shall serve without additional compensation except for reimbursement for expenses properly and actually incurred. Whenever the Trustees delegate a fiduciary duty in writing, the Trustees shall be free from liability for breach of such duty to the fullest extent permitted by law.
- 2.5 **Segregation of Assets.** Assets under the Trust may be segregated only for investment purposes.

- 2.6 **Annual Audit.** The Township shall appoint a responsible accounting firm to conduct an annual audit of the Trust at the sole expense of the Township. The results of such audit shall be provided to the Trustees.
- 2.7 **Trust Fund Subject to Investment Risk.** The Trust Fund is not insured by the Federal Deposit Insurance Corporation (FDIC). The value of the Trust Fund is subject to investment risks, including possible loss of principal.

ARTICLE 3

Construction

- 3.1 **Situs of Trust.** The Trust will be administered in the Commonwealth of Pennsylvania, and its validity, construction, and all rights hereunder shall be governed by the laws of the Commonwealth of Pennsylvania except to the extent preempted by Federal law. All contributions to the Trust Fund shall be deemed to occur in Pennsylvania.
- 3.2 **Gender, Number.** Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.

ARTICLE 4

Contributions

- 4.1 **Contributions by the Township.** The Township shall contribute to the Trust such amounts as it determines necessary, in its sole discretion.
- 4.2 **Contributions Are Irrevocable. ; ~~Exception for Mistake of Fact.~~** Subject to this Section 4.2, each contribution to the Trust by the Township shall be an irrevocable and infeasible transfer to the Trust. Except as provided in subSection 4.3(a) and 12.3 hereof, neither the Township or the Board of Trustees, shall have any right, title, interest, claim, or demand whatsoever in or to the funds held by the Trust, other than the right to a proper application thereof and accounting therefore by the Board of Trustees as provided herein, nor shall any funds revert to the Commission, the Township, the Board of Trustees, or any Trustee.
- 4.3. **Return of Contributions for Mistake of Fact.** Notwithstanding any other provisions of this Agreement, if and to the extent permitted by the Code and other applicable laws and regulations thereunder, upon the Township's request, a contribution that is deposited into the Trust by a mistake in fact shall be returned by the Trustee to the Township within a reasonable period of time.

~~This Article 4 is not subject to modification and shall survive the termination of the Plan and the Trust.~~

- 4.34 **Discontinuance of Contributions.** The discontinuance of contributions to the Trust shall not automatically terminate the Trust. The Trustees shall continue to administer the Trust in accordance with this Trust Agreement until its obligations are discharged and satisfied.

4.54. **Surviving Provision.** This Article 4 is not subject to modification and shall survive the termination of the Plan and the Trust.

ARTICLE 5

Benefits

- 5.1 **Payment of Benefits.** The Trustees may make distributions from the Trust to pay the Commission the Township's pro-rata share of the Commission's OPEB Obligation in the following circumstances: (i) if in any one fiscal year there are not sufficient funds available to the Commission to satisfy such OPEB Obligation from the Commission's annual operating budget(s) and from the assets from the Commission's OPEB Trust; and (ii) when the Trustees in the exercise of their reasonable judgment determine such distribution to be appropriate. The Trustees may only make distributions in an amount necessary to cover the Township's proportional share of the Commission's OPEB Obligation as determined by the contract between Westtown Township and the Township. The Trustee shall not make any distributions from the Trust to cover any portion of the Commission's OPEB Obligation that is due and owing from Westtown Township.

ARTICLE 6

Duties of the Trustees

- 6.1 **Management of Trust Fund.** The Trustees shall manage the assets of the Trust Fund as would a prudent person under like circumstances who is familiar with such matters.
- 6.2 **Receipt of Contributions.** The Trustees agree to accept contributions to the Trust that are paid to the Trustees by the Township in accordance with the terms of this Agreement. The Trustees shall receive all contributions in cash or in such other form as permitted under the laws of the Commonwealth of Pennsylvania and acceptable to the Trustees. The Trustees shall be accountable to the Township for the funds remitted to it by the Township, and shall have a duty to see that the contribution received complies with any statute, regulation or rule applicable to contributions.
- 6.3 **Disbursement of Assets.**
- (a) **Disbursements.** Subject to Paragraphs 2.1 and 2.4 of this Agreement, the Trustees may from time to time make payments or disbursements out of the Trust Fund to pay the Commission the Township's proportional share of the Commission's OPEB Obligation in the following circumstances: (i) if in any one fiscal year there are not sufficient funds available to the Commission to satisfy the Commission's OPEB Obligation from the Commission's annual operating budget(s) and from the assets from the Commission's OPEB Trust; (ii) for the payment of reasonable and proper expenses of this Trust; and (iii) when the Trustees in the exercise of their reasonable discretion determine appropriate. The Trustees shall pay all fees and expenses reasonably incurred by it in the administration of the

Trust fund unless the Township directly pays such fees and expenses. Nothing contained in this Agreement shall constitute a guarantee that Trust assets will be sufficient to pay the Township's proportional share of the Commission's OPEB Obligation.

- (b) Expenses. The reasonable and proper expenses of the Trust shall include, but not be limited to:
 - (i) the fees of any third-party record keeper and actuary's fee as agreed upon by the Trustees from time to time;
 - (ii) expenses incurred by the Trustees in the operation and administration of the Trust Fund;
 - (iii) the fees and other charges against the Trust Fund by any Investment Manager or other person or firm that provides services for the Trust Fund, including attorney's fees; and
 - (iv) any income or other taxes properly levied or assessed against the Trust Fund.

6.4 Other Duties.

- (a) Records. The Trustees shall keep such accounts and records and make such reports and disclosures as shall be required by law and by the Governmental Accounting Standards Board under this Agreement. The records of the Trust shall be open to inspection by the Township at all reasonable times and will be audited as required by law.
- (b) Statements. The Trustees shall furnish the Township with an annual statement of account showing the condition of the Trust Fund and all investments, receipts, disbursements and other transactions effected by the Trustees during the fiscal year covered by the statement and also stating assets of the Trust held at the end of the fiscal year, which statement of account shall be conclusive on all persons, including the Township, except as to any transaction concerning which the Township files with the Trustees written exceptions or objections within ninety (90) days after receipt of the statement of account.
- (c) Compliance. The Trustees shall take such action (or refrain from taking such action, as the case may be) as shall be necessary to comply with the Trust, and applicable State and Federal laws.
- (d) Authority to Delegate Duties. The Trustees are authorized to delegate any of the duties assigned to them in this Agreement, other than those duties relating to the investment or management of the assets of the Trust Fund, to any individual or organization it deems qualified to perform such

duties. The Trustees are only authorized to delegate investment and asset management duties to an Investment Manager pursuant to the provisions of Article 7. When delegating duties, the Trustees shall document the delegation in a separate written agreement with the delegate.

- (e) **Liability Limitations.** Trustees shall not be liable for the acts or omissions of parties to whom he or she has or they have specifically delegated duties, except with respect to any acts or omissions in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility. Each Trustee shall be held harmless, to the extent provided for in the laws of the Commonwealth of Pennsylvania, by the Township from any and all liability hereunder for acts or omissions performed in good faith and with prudence. Except as otherwise provided by contract or applicable law, no person acting in a fiduciary capacity with respect to the Trust shall be liable for any action taken or not taken with respect to the Trust except for actions that constitute willful misconduct.

ARTICLE 7

Investment of Trust Assets

- 7.1 **General Investment Power.** The assets of the Trust shall be invested by the Trustees in accordance with Pennsylvania law and the investment policy developed by the Township or, to the extent so delegated, the Trustees. Except to the extent such duties are specifically delegated to one or more Investment Managers under Paragraph 7.4, the Trustees shall manage and control assets of the Trust Fund, including selecting and retaining or disposing of any investment of such assets.
- 7.2 **Investment and Funding Policies.** The Township or, if the Township so delegates such authority, the Trustees, shall establish funding policies for contributions under the Trust as may be appropriate from time to time, consistent with the requirements of applicable law. The Trustees shall also establish and comply with investment policies for Trust investments. The Trustees shall coordinate their investment and funding policies with the Trust's financial needs.
- 7.3 **Full Investment Powers.** The Trustees shall have full discretion and authority with regard to the investment of the Trust Fund, except to the extent they have delegated such discretion to a properly appointed Investment Manager with respect to Trust assets under such Investment Manager's control or direction. The Trustees are authorized and empowered with all investment powers conferred on trustees by the laws of the Commonwealth of Pennsylvania.
- 7.4 **Investment Managers.** The provisions in this subsection shall control the appointment and use of Investment Managers, as follows:

- (a) Appointment. The Trustees may appoint one or more Investment Managers to manage the assets of all or any part of the Trust Fund. Each such Investment Manager shall be duly qualified to act in such capacity under applicable Federal and State Law. The Trustees shall obtain from any Investment Manager a written statement:
 - (i) acknowledging it is a fiduciary with respect to the Trust assets under its management; and
 - (ii) certifying that it is qualified under applicable Federal and State Law to be appointed as an Investment Manager under this Agreement.

The Trustees shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities as the Trustees deem appropriate under the circumstances. The Trustees shall not be responsible for any investment decision made by an Investment Manager unless the Trustees actually make that decision.

- (b) Trustees Duties. Any investment directions or notifications from an Investment Manager to the Trustees may be made orally or in writing, or in such manner as shall be agreed upon between the Investment Manager and the Trustees; provided, in the event the Investment Manager gives the Trustees oral recommendations, directions or notifications, the Investment Manager shall confirm such directions or notifications in writing immediately thereafter.
- (c) Violation of Trustees' Fiduciary Duties. Notwithstanding the foregoing, if, in the Trustees' sole discretion, the execution of any instruction with respect to, or the continued holding of any assets in, an investment managed by an Investment Manager would be in violation of the Trustees' fiduciary responsibilities, the Trustees may refuse to execute such instruction or may dispose of such asset or assets, respectively; provided, the Trustees shall not be responsible for the acts or omissions of such Investment Manager. In any such case, the Trustees shall promptly notify the Investment Manager of such situation.
- (d) Failure to Direct. In the event that an appointed Investment Manager shall fail to invest all or any portion of the assets under its management, the Trustees shall be responsible for the investment of such assets. If an appointed Investment Manager shall fail to give the Trustees instructions or directions relating to the voting of shares held pursuant to an investment directed by the Investment Manager or the execution and delivery of proxies, or relating to the purchase and sale of fractional

shares or the exercise of any other ownership right, the Trustees shall take such action as they deem to be in the best interest of the Trust, provided such action is consistent with the then existing investment policies established by the Trustees.

- (e) Termination of Appointment. Upon termination of the appointment of an Investment Manager, the Trustees may appoint a successor Investment Manager with respect to the investments formerly under the management of the terminated Investment Manager or may merge or combine such investments with other investments or Trust assets within the guidelines of the investment policies established by the Trustees.
- (f) Reports and Valuations. An Investment Manager shall keep accurate and detailed books and records on all investments, receipts, disbursements and other transactions for its accounts and shall determine the fair market value of the assets of such accounts as of each reporting date determined by the Trustees, and, further, shall file a copy of such books and records and valuations with the Trustees on or before such deadlines as the Trustees shall reasonably set. The Trustees also shall have the right to request that any person who is responsible for making the investment decisions for an investment account determine the fair market value of any asset, or all of the assets, held for that account and file a copy of such valuation with the Trustees before such deadlines as the Trustees reasonably shall set, and each such person shall comply with any such request.

ARTICLE 8

Powers of the Trustees

- 8.1 **General Authority.** Except to the extent such powers are specifically delegated to an Investment Manager under paragraph 7.4 of this Agreement, the Trustees shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in this Agreement.
- 8.2 **Specific Powers.** In the management of the Trust, the Trustees or their delegates, as the case may be, shall have the following powers in addition to the powers customarily vested in trustees by the laws of the Commonwealth of Pennsylvania but in no way in derogation thereof, and such powers shall be exercised in accordance with proper directions and the investment policy established by the Trustees or the Investment Committee and without order of, and report to, any court:

- (a) Sales. To sell, exchange, convey, transfer or otherwise dispose of any property held in the Trust, by private contract or at public auction. No person dealing with the Trustees shall be bound to see the application of the purchase money or other property delivered to the Trustees or to inquire into the validity, expediency or propriety of any such sale or other disposition;
- (b) Purchase of Property. With any cash at any time held by it, to purchase or subscribe for any authorized investment and to retain the same in the Trust.
- (c) Retention of Cash. To hold cash without interest in such amounts as may be in their opinion reasonable for the proper operation of the Trust;
- (d) Exercise of Owner's Rights. To give general or specific proxies or powers of attorney with or without power of substitution with respect to any corporate stock or other security; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, consent to, or otherwise participate in reorganizations or other changes affecting any stock, bond, note or other property, and to delegate discretionary powers and pay any assessments or charges in connection therewith, and generally to exercise any of the powers of an owner, including voting rights, with respect to any stock, bond, note or other property held as part of the Trust;
- (e) Registration of Investment. To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and record of the Trustees shall at all times show that all such investments are part of the Trust;
- (f) Disbursement. To make disbursements for the purposes set forth in this Agreement.
- (g) Retention of Disputed Funds. To retain any funds or property subject to any dispute without liability for the payment of interest; and to decline to make payment or delivery of the funds or property until final adjudication is made by a court of competent jurisdiction;
- (h) Execution of Instruments. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted;
- (i) Settlement of Claims and Debts. To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the

Trust, to commence or defend legal or administrative proceedings and to represent the Trust in all legal and administrative proceedings;

- (j) Employment of Agents, Advisors and Counsel. To employ and to act or refrain from acting on the advice or opinion of suitable agents, actuaries, accountants, investment advisers, brokers and counsel, and to pay their reasonable expenses and compensation;
- (k) Power to do any Necessary Act. To do all acts which it may deem necessary or proper and to exercise any and all powers of the Trustees under this Agreement upon such terms and conditions as it may deem in the best interests of the Trust;
- (l) Loans. To borrow money only for such periods of time and upon such terms and conditions as the Trustees deem necessary and proper to cover any temporary, short-term overdrafts, and to secure such loans by mortgaging, pledging or conveying any property of the Trust; and
- (m) Appointment of Custodian. To appoint a custodian to safeguard the assets of the Trust. The Township hereby authorizes and directs the Trustees to enter into such agreements with any such custodian as may be necessary to establish an account with the custodian. For administrative purposes, contributions deposited to the appointed custodian shall be deemed as contributions deposited with the Trustees on behalf of the Trust.

- 8.3 **Standard of Care.** The Trustees shall discharge their duties under this Agreement with the care and skill required with respect to such duties. The Trustees shall not be responsible for the title, validity, or genuineness of any property or evidence of title thereto received by them or delivered by them pursuant to this Agreement and shall be held harmless in acting upon any notice, request, direction, instruction, consent, certification, or other instrument believed by them to be genuine and delivered by the proper party or parties.

ARTICLE 9

Administration

- 9.1 **Bonds and Reports to Court.** Each Trustee shall be bonded to the extent required by law, except that, to the extent that the requirements of any such bond may be waived, such waiver shall be deemed to have been exercised, and no such bond shall be required. The Trustees shall not be required to make any inventory or appraisal or report to any court or to secure any order of any court for the exercise of any power herein contained.

- 9.2 **Accounting.** The Trustees shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Trust, and those records shall be available at all reasonable times to the Township and its independent auditor. The Trustees shall provide such reports to the Township at mutually agreeable times.
- 9.3 **Right to Audit.** The Township may conduct an independent audit of the Trust Fund at least annually. The Township may engage an independent auditor of its own choosing to assist in or conduct the audit. The Township shall have the right at all reasonable times during the terms of the Trust and for three (3) years after the termination of the Trust to examine documents of the Trustees relating to the Trust and the Trustees' performance hereunder.
- 9.4 **Action of the Trustees.** A majority of the Trustees shall constitute a quorum and acts of a majority of the Trustees present at any meeting at which a quorum is present or acts approved by all Trustees in writing shall be deemed to be valid acts. Notwithstanding the above, the duly elected chairperson of the Trustees as designated by the Trustees to perform ministerial acts, may execute any documents relating to the Trust, including contracts relating to the investments or reinvestment of the assets of the Trust, documents necessary for the exercise of any ownership rights thereunder, service agreements or other related documents, and may perform other such ministerial acts. The Trustees shall keep minutes of their proceedings and complete and accurate records which may be examined at any reasonable time on behalf of the Township by any officer or employee designated in writing by the Township.

ARTICLE 10

Selection and Term of Board of Trustees

- 10.1 **Membership.** The Board of Trustees shall have three (3) members who are selected and appointed by the Board of Supervisors. No current, former or retired member of the Department or relative (father, mother, grandparents, child, grandchild, nephew, niece, aunt, uncle, spouse and in-laws of the same category of relationship) of a current, former or retired member of the Department may be eligible to serve as a Trustee.
- 10.2 **Term.** Each Trustee shall hold office and continue to serve in such office so long as they hold the applicable office or position or until their successors have been duly elected and qualified or appointed, as the case may be, except that any designee's appointment as a Trustee may be revoked at any time, for any reason or no reason by written notice by a majority vote of the Board of Supervisors.
- 10.3 **Compensation.** Except with respect to actual expenses incurred by Trustees as provided in Paragraph 6.3, Trustees shall not receive any compensation for their services rendered as Trustees.

ARTICLE 11

Miscellaneous Provisions

11.1 Taxes.

- (a) Until advised by the contrary by the Township, the Trustees shall consider the Trust to be exempt from federal, state, local and foreign income taxes. However, if the Trustees have reason to believe that such exemption does not or ceases to apply, the Trustee shall notify the Township of their belief, in writing. The Trustees shall not be responsible for filing any federal, state, local or foreign tax or information returns relating to the Trust other than information returns required as a result of any distribution from the Trust.
- (b) The Trustees shall promptly notify the Township of any taxes levied upon or assessed against the Trust. If the Township wishes to contest the tax assessment, it must give appropriate written instructions to Trustee within thirty (30) days of notification. If the Trustees do not receive written instructions within thirty (30) days of notification, the Trustee will pay the tax from the Trust.

11.2 No Third Party Beneficiaries. The provisions of this Agreement are intended to benefit only the Township. There are no other third party beneficiaries.

11.3 Waiver. No wavier by the Township of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

11.4 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.5 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart.

11.6 References to Statues, etc. Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

ARTICLE 12

Amendment and Termination

- 12.1 **Amendment.** This Trust Agreement may be amended at any time by written agreement signed by the Township and the Trustees, provided that such amendment shall not operate to violate any applicable law or regulation.
- 12.2 **Termination of Trust.** The Township reserves the right at any time to terminate this Trust. ~~Except as provided in Section 12.3 below ; provided, however, that under no circumstances shall any no~~ portion of the Trust ~~shall~~ revert to or become property of the Township. Upon termination, the Trustees shall continue to administer the Trust in accordance with the provisions contained herein until all obligations under the Trust have been discharged and satisfied or all funds have been paid out. Upon termination of the Trust, the assets of the Trust shall not be returned to the Township, but instead, shall solely be applied toward the Township's obligation to contribute to the Commission a pro-rata share of the Commissions' OPEB Obligation and shall not be used for any other purpose.
- 12.3. **Change in Circumstance.** If any Federal, State or local law or regulation shall come into effect after the date of this Agreement which eliminates the need for the Township to pay to the Commission any contributions for the Commission's OPEB, or if the Township's contractual obligation to pay a pro-rata share of the Commission's OPEB ceases for any reason, the Township and Trustees may terminate the Trust in which case all funds in said Trust as of the date of termination shall revert into the Township's general fund.
- 12.43 **Removal of Trustee.** The Township may remove the Trustees by delivery of written notice, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such written notice to the Trustees.

ARTICLE 13

Successor Trustees

- 13.1 **Appointment of Successor Trustees.** Upon resignation or removal of the Trustees, the Township shall appoint a successor trustee or trustees and the Township shall provide the Trustees with written notice of such appointment. The Trustees shall transfer the assets of the Trust to such successor trustee(s), and shall otherwise reasonably cooperate with the successor trustee(s) to ensure a smooth transition of the Trust Fund.
- 13.2 **Failure to Appoint Successor.** If the Township or Trustees have given notice of termination of their relationship and upon the expiration of the advance notice period, no party has accepted an appointment as successor, the Trustees will have the right to commence an action to deposit the assets of the Trust in a court of competent jurisdiction in the Commonwealth of Pennsylvania for

administration until a successor may be appointed and accepts the transfer of the assets.

ARTICLE 14

Limited Effect of Trust

- 14.1 **Rights Limited to Terms of Trust Agreement.** Subject to applicable law, the establishment of the Trust and any modification thereof shall not be construed as giving to any person covered under the Plan or any other person any legal or equitable right against the Trustees or the Township or any right to benefits under the Plan, except as may otherwise be expressly provided in the Plan or in this Trust Agreement.

IN WITNESS WHEREOF, the Township and the Trustees have caused this Trust Agreement to be signed by their duly authorized officers or representatives on this _____ day of _____, 20_____.

ATTEST:

EAST GOSHEN TOWNSHIP

Senya D. Isayeff, Chairman

Donald R. McConathy, Vice-Chairman

E. Martin Shane, Member

Carmen Battavio, Member

Thom Clapper Ph.D, Member

EAST GOSHEN TOWNSHIP
OPEB TRUST BOARD OF
TRUSTEES

By: _____

From Kristin on 081111

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: 8/10/2011

To: Board of Supervisors

Cc: Rick Smith, Township Manager
Deer Committee

From: Mark Gordon, Township Zoning Officer 

Re: 2010-11 Deer Management Program Summary and 2011-12 Season Highlights

Dear Board Members,

If you recall the Pennsylvania Game Commission (PGC) shortened the archery hunting season last year by 2 weeks for the Special Regulations Areas (5C and 5D) in the month of December from the 2009 season regulations, and also eliminated the use of baiting.

- 2008 we harvested 39 Deer
- 2009 we harvested 31 Deer
- 2010 we harvested 29 Deer (Shortened Season, RC WWTP Construction and No Baiting imposed by PGC)

There were no incidents to report during the 2010-11 Season.

2011-12 Season

The PGC has kept the archery seasons the same as the 2010 season there are no major changes to the PGC regulations for the upcoming season.

At their May meeting the Deer Committee approved a motion to recommend we use the same four deer management groups we have used for the last three seasons and outlined the recommended hunting dates which I have included in the Deer Program resolution for your review and authorization, enclosed herein.

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION NO. 11--__

**A RESOLUTION ADOPTING SPECIFIC PROVISIONS
OF THE
DEER MANAGEMENT PROGRAM
FOR THE 2011-2012 SEASON**

WHEREAS, Section 163-4B of the Code of the Township of East Goshen requires the Board of Supervisors to designate the areas of Township land to be utilized for hunting as part of the Deer Management Program; and

WHEREAS, Section 163-4D of the Code of the Township of East Goshen authorizes the Board of Supervisors to identify Deer Management Groups to participate in the program; and

WHEREAS, Section 163-4F of the Code of the Township of East Goshen requires the Board of Supervisors to designate the days and times when deer management activities may occur; and

WHEREAS, Section 163-4G of the Code of the Township of East Goshen requires the Board of Supervisors to designate the procedure for reporting harvested deer; and

WHEREAS, Section 163-4H of the Code of the Township of East Goshen requires the Board of Supervisors to designate the procedure for reporting complaints; and

WHEREAS, Section 163-4I of the Code of the Township of East Goshen allows the Board of Supervisors to designate by resolution additional guidelines and procedures.

BE IT RESOLVED THAT the Board of Supervisors of the Township of East Goshen hereby adopts the following specific provisions for the 2011-2012 Deer Management Program:

Pursuant to Section 163-4B, the Board of Supervisors designates the open space in Bowtree/Clocktower, Supplee Valley East & West, Grand Oak/Millcreek and Wentworth for hunting as part of the Deer Management Program.

Pursuant to Section 163-4D, the Board of Supervisors authorizes the following Deer Management Groups to participate in the program: Chester County Trackers, Deer Management Professionals, Main Line Whitetail Managers, and Tri-County Deer Management.

Pursuant to Section 163-4F, the Board of Supervisors authorizes the following dates and times: hunting may occur as outlined by the Pennsylvania Game Commission beginning

September 17, 2011 until January 28, 2011, excluding the following dates: November 24, 25 and 26, 2011 and December 24, 2011 thru January 1, 2012.

Pursuant to Section 163-4G, the Board of Supervisors authorizes the following procedure for reporting harvested deer: Each hunter shall complete the Deer Management Program Harvest Report form for each harvested deer and forward it to the Township electronically within 48 hours of harvesting a deer.

Pursuant to Section 163-4H, the Board of Supervisors authorizes the following procedure for reporting complaints: Complaints shall be filed in writing and hand delivered or emailed to the Township using the following email address: egtadmin@eastgoshen.org.
Complaints may also be made by dialing 911.

Pursuant to Section 163-4I, the Board of Supervisors has no additional guidelines or procedures to designate at this time.

RESOLVED AND ADOPTED, this 16th day of August, 2011.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Secretary

EAST GOSHEN TOWNSHIP ACTION LIST

16-Aug-11

New additions are in **bold**

#	Item	Action Due Date
ADM 07-01	Review Wireless Ordinance	16-Aug-11
ADM 11-16	Post Retirement Medical Benefits	16-Aug-11
PCZ 11-6	Sign Ordinance	16-Aug-11
ADMI 10-22	TAG Action List	23-Aug-11
ADM 11-10	Municipal Authority	1-Sep-11
DPW 08-04	Invasive Species	1-Sep-11
DPW 11-1	Recommendation from CB on NLT Plan	1-Sep-11
ADM 11-15	Cell Tower	6-Sep-11
ADM 11-22	IT Committee	6-Sep-11
PCZ 09-01	Telecom Registration and Reporting	6-Sep-11
PCZ 11-4	Impact of Chapter 102 Requirements	12-Sep-11
ADM 11-12	Goshen Fire Company Expenses	28-Sep-11
DPW 07-02	Hershey's Mill Dam	4-Oct-11
ADM 09-04	Quarterly Review of Right to Know Requests	11-Oct-11
ADM 11-13	Municipal Authority Projects	16-Oct-11
DPW 08-02	Quarterly Report on I&I	16-Oct-11
FIN 09-01	Quarterly Summary of Pending Legal Cases	16-Oct-11
FIN 11-05	Quarterly Financial Reports - 2011	25-Oct-11
ADM 11-23	Electronic Newsletter	1-Nov-11

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 tabled to 11/9
11/9/2010	Second Draft is attached for review
12/14/2010	Don is working with Kristin on this
3/8/2011	PC is still reviewing draft ordinance
4/26/2011	PC is still reviewing draft ordinance
5/3/2011	Final draft of the ordinance is on PC 5/4 agenda.
6/7/2011	Final draft of the ordinance as approved by PC is attached
6/14/2011	Revised to address C-2 District
7/26/2011	Draft Ordinance prepared, reviewed by CCPC and advertised for adoption on 8/16/2011 - MG
8/16/2011	Public Hearing on ordinance

EAST GOSHEN TOWNSHIP

ACTION ITEM

Item:

Post Retirement Medical Benefits

No:

ADM 11-16

List Date:

2/17/2011

Completed Date:

Description:

Determine how to finance Post Retirement Medical Benefits for WEGO

Date	Action
6/7/2011	We can utilize the same process that the Police Commission uses. The Commission currently deposits \$66,000 a year to this fund. You just need to create by resolution a separate fund that would be held in East Goshen Township's name. . The question is "how much do you want to deposit to the fund. annually?". We are responsible for ~56% of the liability.
6/14/2011	We had a report done as of the end of 2010. Te Commission's liability as of 12/31 is \$5,111,714. We are currently pay. We would need to contribute 56% of \$852,849 if we wanted to satisfy the liability in 10 years, 56% of \$599,80 if we wanted to satisfy it in 20 years and 56% of \$520,652 if we went with 30 years.
7/26/2011	Solicitor has drafted the trust agreement and needs to discuss with Rick prior to forwarding to the BOS
8/9/2011	Review trust agreement and ordinance
8/16/2011	Review second draft of the trust agreement and ordinance

**EAST GOSHEN TOWNSHIP
ACTION ITEM**

Item:

Sign Ordinance

No:

PZC 11-6

List Date:

3/24/2011

Completed Date:

Description:

Review ordinance to consider effect of electronic signs

Date	Action
4/5/2011	PC is still reviewing
5/10/2011	PC is still reviewing
6/7/2011	PC is still reviewing
7/12/2011	PC is still reviewing
8/16/2011	PC is still reviewing