

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
TUESDAY, Sept. 6, 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 30, 2011 to discuss a personnel matter.
 - b. Consider filling Auditor's position
 - b. Consider filling Historical Commission vacancy
 - d. Consider the revised 2012 MMO
7. Public Hearing
 - a. Tru-Team Conditional Use Hearing
 - b. The Board will conduct a public hearing to consider the adoption of an Ordinance authorizing the Township to enter in the Other Post-Employment Benefits Trust Agreement ("OPEB")
8. Police/EMS Report – 3rd Tuesday
9. Financial Report – 4th Tuesday
10. Old Business
 - a.
11. New Business
 - a. Review Conservancy Board's Report on Invasive Species and National Lands Trust
 - b. Consider Authorizing the Sale of the Township Dump Truck to Upper Uwchlan Township
12. Any Other Matter
13. Approval of Minutes
 - a. August 30, 2011
14. Treasurer's Report
 - a. Report – Sept. 1, 2011
15. Review Action List
16. Correspondence, Reports of Interest
 - a. Acknowledge receipt of letter informing Board that Mr. Mark Galik, 41 Sherman Drive, Malvern, PA has submitted a ZHB application for his property.
 - b. Acknowledge receipt of letter informing Board that Acero Holdings, LLC has submitted an application for Conditional Use for 1340 Enterprise Drive.

17. Meetings & Dates of Importance:

| | | |
|--------------------|---------------------------------|----------|
| September 7, 2011 | Pension Committee | 1:00 pm |
| | Planning Commission - | 7:00 pm |
| | Presentation of QVC Application | |
| September 8, 2011 | Farmer's Market | 3-7 pm |
| | Historical Commission | 7:00 pm |
| September 12, 2011 | Municipal Authority | 7:00 pm |
| September 13, 2011 | Board of Supervisors - | 7:00 pm |
| | C/U Hearing – New Cingular/ATT | 7:00 pm |
| September 14, 2011 | Conservancy Board | 7:00 pm |
| September 15, 2011 | Police Commission | 8:00 am |
| | Farmer's Market | 3-7 pm |
| September 20, 2011 | Park & Rec w/s | 10:00 am |
| | Board of Supervisors | 7:00 pm |
| September 21, 2011 | Friends of EGT 501c3 | 7:00 pm |
| September 22, 2011 | Farmer's Market | 3-7 pm |
| September 27, 2011 | Applebrook Golf Outing | |
| | Board of Supervisors | 7:00 pm |
| September 29, 2011 | Farmer's Market | 3-7 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: jczug@eastgoshen.net
Sent: Tuesday, August 30, 2011 1:15 PM
To: rsmith@eastgoshen.org
Subject: Auditor

Sir,

I understand there is a vacancy in the office of Auditor for East Goshen Township. I am a 30 year resident of the township and wish to be considered to serve the Township in that position. I am sure I am able to serve honorably and responsibly. Please consider me for the Auditor position.

Please contact me if any further information is required.

Sincerely,

Joseph C Zug, Jr
1416 Center Street
West Chester, PA 19382
[REDACTED]

Rick Smith

From: Monica [REDACTED]
Sent: Monday, August 29, 2011 4:02 PM
To: rsmith@eastgoshen.org
Subject: HC -- filling rest of Joe Zug's term

Hi Rick --

I would like to be considered to fill the vacancy on the Historical Commission caused by Joe Zug's resignation.

Please let me know what else you would need for me.

Thanks!

Monica D. Close, Paralegal

[REDACTED]

RILEY RIPER HOLLIN & COLAGRECO

Attorneys at Law

[REDACTED]

P.O. Box 1265

Exton, PA 19341

(610) 458-4400

(610) 574-6893 (cell)

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August 29, 2011

Mr. Lewis F. Smith, Jr.
Secretary
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

RECEIVED
BY

RE: Revised 2012 MMO

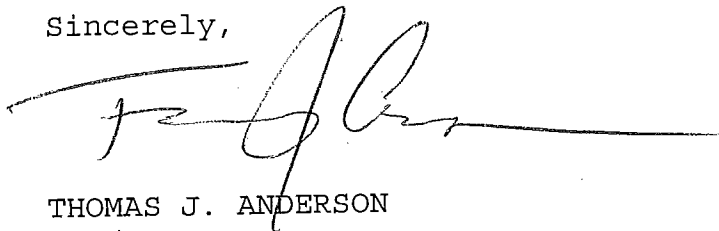
Dear Lewis:

Enclosed is a revised 2012 MMO for your municipality's Non-Uniformed Defined Benefit Pension Plan. The original was transposed incorrectly. There are no changes to the end result of the plan's obligation.

Once approved, please provide me with a signed copy. I apologize for this revision.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,



THOMAS J. ANDERSON
TJA/da
Enc.

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2012**

NAME OF MUNICIPALITY:

EAST GOSHEN TOWNSHIP

COUNTY:

CHESTER

NON-UNIFORMED
PENSION PLAN

| | |
|--|-------------|
| 1 ACT 44 DISTRESS LEVEL | 0 |
| 2 TOTAL ANNUAL PAYROLL Estimated Payroll | \$1,612,450 |
| 3 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/11 | 0.00% |
| 4 TOTAL NORMAL COST (Item 2 x Item 3) | \$0 |
| 5 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation) | \$0 |
| 6 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation) | \$7,070 |
| 7 FINANCIAL REQUIREMENT (+ Item 4 + Item 5 + Item 6) | \$7,070 |
| 8 TOTAL MEMBERS CONTRIBUTIONS | \$0 |
| 9 FUNDING ADJUSTMENT (Derived from latest actuarial valuation) | \$63,050 |
| 10 MINIMUM MUNICIPAL OBLIGATION (+ Item 7 - Item 8 - Item 9) | \$0 |
| 11 ACT 44 AMORTIZATION REDUCTION (+ Item 5 times 25%) | \$0 |
| 12 ACT 44 MINIMUM REDUCED MUNICIPAL OBLIGATION (+ Item 10 - Item 11) | \$0 |

Signature of Chief Administrative Officer

Date Certified to Governing Body

NOTE:

Actuarial Value of Assets Exceed Future Benefits

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

August 5, 2011

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

Re: Tru-Team, Inc. Conditional Use Application
1422 Paoli Pike, West Chester, PA
TPN 53-4-118

Dear Board Members:

At their meeting on August 3, 2011 the Planning Commission unanimously approved a motion to recommend that the Board of Supervisors deny the Conditional Use Application of Tru Team, Inc. for the adaptive reuse of the historic resource located at 1422 Paoli Pike, West Chester, PA 19380 for the following reasons:

- 1) Applicant has not provided the Township with the required information supporting the Conditional Use Application to adaptively reuse the current residential use as an office use. Specifically, Applicant has not provided the information required by Section 240-38.8 of the Zoning Ordinance or the information requested in a letter dated May 9, 2011 from the Township's Zoning Officer, Mark A. Gordon to Applicant. A copy of said letter is attached hereto and incorporated herein by reference.
- 2) Applicant has not complied with the outstanding comments in the Township Engineer's review letter dated April 29, 2011, a copy of which is attached hereto and is incorporated herein by reference.
- 3) As referenced in the Township Engineer's review letter dated April 29, 2011, the plan submitted with the Application does not comply with the following sections of the East Goshen Township Zoning Ordinance:
 - a. § 240-31.C(3)(qq)- the proposed parking area encroaches into the required front yard;
 - b. §240-33.B(7)- the handicapped space is not 11 feet wide.
 - c. §240-33.C(8)- which requires any parking or off-street loading area of five or more spaces which abuts a lot in a residential district to have an appropriate screen;
 - d. §240-33.C(3)- which requires a minimum of 5% of a parking area to be landscaped;

BOARD OF SUPERVISORS
EAST GOSHEN TOWNSHIP

- e. §240-33.C(7)- which requires all parking areas for uses other than single family dwellings to be physically separated from any public street by a concrete curb and planting strip of at least 10 feet;
 - f. §240-33.C(9)-which requires parking areas to be illuminated after dusk;
 - g. §240-33.D(1)- which requires an off-street loading space;
 - h. §240-24.E- which requires a refuse storage area.
- 4) Applicant has not proven that its plan complies with the applicable area and bulk requirements for lots in the R-2 District. If Applicant seeks a modification of any of the area and bulk requirements pursuant to Section 240-38.6, it has not identified the modification that it seeks the Board to approve by conditional use.
- 5) Applicant has not proven the applicable criteria in Section 240-38.7. Namely, Applicant has not demonstrated that the granting of conditional use approval is necessary for the preservation of the historic resource, that the proposal will not be destructive to the integrity of the historic resource and that the proposed modifications will not be out of character with the existing uses in the immediate neighborhood.
- 6) Applicant has not proven compliance with the standards for conditional use in Section 240-31.C of the Zoning Ordinance. Specifically, it has not demonstrated that the proposed adaptive reuse shall not be detrimental to other property in the vicinity and that the use will not create significant traffic safety hazards or cause serious traffic congestion.

I have enclosed a copy of the Township Engineer's review letter for your use. Please give me a call at 610-692-7171 or e-mail me at mgordon@eastgoshen.org if you have any questions or need additional information.

Sincerely,



Mark A. Gordon
Township Zoning Officer

Enclosure

Cc: Tru-Team, Inc.



Yerkes Associates, Inc.

Consulting Engineers / Site Planners / Land Surveyors

April 29, 2011

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

Attn: Mark Gordon, Township Zoning Officer

Re: Tru-Team Inc. - 1422 Paoli Pike
UPI#: 53-04-118
Conditional Use Application Review

Dear Mark:

A Conditional Use Application, prepared by John Smirga, P.E. on behalf of Tru-Team, Inc., has been submitted to this office for review. The application includes the following drawings and documentation:

- Sketch Plat Development Plan for Zelensky (herein noted as Option 1), Sheet 1 of 2, dated 09-18-08, last revised 03-17-11
- Sketch Plat Development Plan for Zelensky - Option 2, Sheet 2 of 2, dated 09-18-08, last revised 03-31-11
- Conditional Use Application and Checklist, dated 03-28-11
- East Goshen Township, Board of Supervisors letter dated 03-30-11
- Various exterior and interior building and property photographs, 8 pages

Tru-Team, Inc. is the property owner and applicant and is applying for an adaptive reuse of an existing historic building as a medical business office. The property located at 1422 Paoli Pike contains an existing historic structure, a barn, two garages, and a shed. The property is accessible with two separate paved driveways to Paoli Pike. The driveway on the west side of the property provides access to a detached garage and the driveway on the east side property provides access to the barn. The proposed modifications shown on the Option 2 Sketch Plat include a 2,797 square foot addition to the existing dwelling, a paved parking lot for 16 vehicles that will be accessed from the western driveway entrance, and the removal of the eastern driveway access.

The site is situated within the R-2 Low Density Residential District. It is our understanding that the Board of Supervisors approved the Applicant's waiver request to not provide an Historic Resources Impact Study. The following comments are offered for consideration:

Zoning Ordinance

R-2 Low Residential Zoning District

1. Section 240-9.G – Within the R-2 zoning district, the maximum lot coverage by buildings is 25 percent and the maximum lot coverage by impervious surfaces is 35 percent. The plan should note the existing and proposed building coverage and impervious surface coverage.
2. Section 240-9.G – Within the R-2 zoning district, the maximum building height is three stories or 30 feet. The plan should note the height of the existing historic building and the height of the proposed addition. Architectural sketch drawings and sections that depict the height of the existing building and proposed addition should also be provided with the plan submission.

General performance Standards

3. Section 240-24.E – Refuse storage areas shall be adequate in size, screened from view from any public right-of-way, and be situated to prevent blockage or interference with accessways or parking spaces. The plan should indicate the location of a refuse storage area.
4. Section 240-24.F – The narrative notes and the plan indicates that the proposed office will be connected to public sewer. Public sanitary sewer service availability will need to be discussed with the Municipal Authority.

Conditional Use

5. Section 240-31.C (2) (d) – All conditional uses shall not be detrimental to other property in the vicinity and shall include proper use of adequate setbacks, buffering, berming, proper location of nuisance-causing facilities, screening, and proper control of operations to avoid conflicts. Where, in the opinion of the Board of Supervisors, the distance of setbacks and/or the methods of screening and buffering otherwise established by this chapter would be insufficient, additional screening, buffering and/or widths of setbacks shall be required as a condition of any approval. It is recommended that the proposed parking area and proposed building addition location be adjusted as necessary to provide sufficient separation from the southern property line for grading and landscape buffering and screening.
6. Section 240-31.C (2) (f) - All conditional uses shall not create significant traffic safety hazards or cause serious traffic congestion. A traffic study or assessment should be provided to address traffic ingress and egress from the proposed parking lot. Paoli Pike is classified as an Arterial Highway. Restrictions regarding left turns into and from the proposed parking lot may be necessary.

Off-Street Parking and Loading

7. Section 240-31.C.3.qq – The proposed parking area encroaches into the required front yard. Vehicle parking within the required front yard is permitted by conditional use if all the requirements of this section are met: justification of need; minimum setback of 20 feet from the street right-of-way line, except that additional parking shall not be located between the right-of-way line of Paoli Pike and the building setback line; stormwater management for the increased; and the submission of a landscape plan. The conditional use application should be amended to also include a request for conditional use approval per this section and the applicant will need to demonstrate to the Board's satisfaction that the requirements of this section are addressed.
8. Section 240-33.B. (7) - Handicapped accessible parking spaces must be provided in accordance with 2010ADA requirements. The minimum number of required handicapped parking spaces is one where the overall number of parking spaces ranges between four to 25 spaces. One handicapped space has been provided. However, such space shall be van accessible or 132 inches (11 ft.) wide (ADA Sect. 502). The handicapped spaces are 10 feet wide but should be widened to 11 feet, not including the 5 foot access aisle.
9. Section 240-33.C (8) - Any parking or off-street loading area of five or more spaces which abuts any lot in a residential district shall be provided with a suitable fence, wall, raised berm or evergreen planting at least four feet in height, designed to screen visibility and headlight glare from such residential lot. The property abuts residential lots and should be provided with suitable screening.
10. Section 240-33.C(3) – A minimum of five percent of a parking area shall be landscaped and continually maintained as such. Planting along the perimeter of a parking area shall not be considered as part of the five percent minimum parking area landscaping. The proposed parking lot should be reconfigured to address minimum landscaping requirements within the parking area.
11. Section 240-33.C(7) – All parking areas for any purpose other than single-family residences shall be physically separated from any public street by a concrete curb and a planting strip which shall not be less than 10 feet in depth measured from the street right-of-way line. A planting strip along the Paoli Pike right-of-way line and concrete curb should be incorporated into the parking lot design.
12. Section 240.33.C(9) - Parking areas shall be adequately illuminated if designed for use by more than three cars after dusk. If night time office hours are anticipated, then the parking lot design will need to provide adequate illumination.

13. Section 240.33.D.1 – The plan should indicate the location of an off-street loading space sufficient in size for the largest vehicle that may be utilized for pick-up and deliveries.

Historic Preservation

14. Section 240-38.4 – The parcel contains a barn which is not depicted on the plan. The location of the barn should be indicated on the plan and any proposal for the barn's removal should be reviewed by the Historical Commission.
15. Sections 240-38.6 and 38.7 – All area, and bulk regulations and design standards otherwise applicable in the underlying zoning district shall apply to the use or reuse of an historic resource. However, the Board, as part of the conditional use approval may grant modifications to the otherwise applicable area and bulk regulations applicable to the use or adaptive reuse of the historic resource.

The applicant will need to demonstrate to the Board's satisfaction that the granting of conditional use approval is necessary for the preservation of the historic resource for reasons other than purely economic grounds. Additionally, the Applicant will need to satisfactorily demonstrate that the proposal is not destructive to the integrity of the historic resource and/or the proposed modifications will not be out of character with the existing uses located in the immediate neighborhood.

Signage

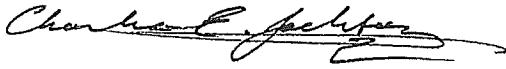
16. Section 240-38.5.E – The narrative statement notes that the Applicant requests a sign in accordance with this section. A property, on which a historic resource is located and adaptively reused, shall be permitted one freestanding sign with a maximum area of 32 square feet. The proposed sign location should be indicated on the plan

General Comments:

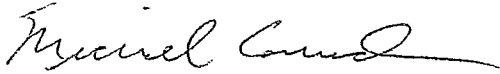
17. The plan or a separate existing conditions plan should indicate the location of all existing features, such as the barn, the source of water supply, drainage improvements, and any easements that cross the parcel.
18. The plan should address how access to the existing garage located along the eastern property line is to be maintained. The garage may need to be demolished in order to accomplish the proposed sanitary sewer connection to the existing sanitary sewer line.

The Applicant should address the above comments to the Board's satisfaction. Please contact our office if you have any questions concerning this review.

Sincerely,
YERKES ASSOCIATES, INC.



Charles E. Jackson III



Michael Conrad, P.E.

Cc: John Smirga, PE

Buckley, Brion, McGuire,
Morris & Sommer LLP

ATTORNEYS AT LAW

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

Kristin S. Camp
(610) 436-4400 Ext.105
(610) 436-8305 FAX
kcamp@buckleyllp.com

August 18, 2011

RECEIVED
BY

AUG 22 2011

Daily Local News
250 North Bradford Avenue
West Chester, Pennsylvania 19382

Re: Ordinance authorizing the Township to enter in the Other Post-Employment Benefits Trust Agreement ("OPEB")

Dear Sir/Madam:

Enclosed for filing in the offices of the Daily Local News is a true and correct copy of the above-captioned Ordinance which must be filed with your offices and be made available for public inspection prior to its adoption by the East Goshen Township Board of Supervisors on Tuesday, September 6, 2011, at 7:00 p.m., prevailing time. Please execute the enclosed copy of this letter and return it to me in the enclosed self-addressed stamped envelope.

Should you have any questions, please do not hesitate to contact me. Thank you.

Very truly yours,



Kristin S. Camp

KSC/akf

Enclosure - NOT FOR ADVERTISEMENT

cc: Louis F. Smith, Jr., Township Manager (w/encl.)

Received by Daily Local News on _____, 2011.

(signature)

Please Print Name _____

NOTICE IS GIVEN that the Board of Supervisors of East Goshen Township will conduct a public hearing on Tuesday, September 6, 2011, as part of the public meeting which begins at 7:00 p.m., prevailing time at the Township municipal building located at 1580 Paoli Pike, West Chester, Pennsylvania 19380 to consider and possibly adopt an Ordinance. The title of the Ordinance is as follows:

AN ORDINANCE OF EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO A CERTAIN AGREEMENT TITLED, "EAST GOSHEN TOWNSHIP OTHER POST-EMPLOYMENT BENEFITS ("OPEB") TRUST AGREEMENT" FOR THE PURPOSE OF SETTING ASIDE ADDITIONAL MONEY IN A SEPARATE TRUST FUND TO BE USED TO SATISFY ALL OR A PORTION OF THE TOWNSHIP'S CONTRACTUAL OBLIGATION TO CONTRIBUTE A PRO-RATA SHARE OF THE COST OF FUNDING THE WESTOWN-EAST GOSHEN POLICE COMMISSION OTHER POST-EMPLOYMENT BENEFITS ("OPEB").

The complete verbatim text of the proposed Ordinance and Trust Agreement is available for public inspection and may be examined without charge or obtained for a charge not greater than the cost thereof at the Township's administrative offices at the above address during normal business hours, 7:00 a.m. to 5:30 p.m., Monday through Friday, and is also on file for public inspection at the offices of the *Daily Local News*, 250 North Bradford Avenue, West Chester, Pennsylvania and the Chester County Law Library, 15 West Gay Street, West Chester, Pennsylvania, where the same may be examined without charge. If any person requires an accommodation to participate in the hearing, please contact the Township building at least 24 hours in advance of the hearing at (610) 692-7171.

Louis F. Smith, Jr., Manager
East Goshen Township

PLEASE PUBLISH ON AUGUST 23, 2011 AND AUGUST 30, 2011.

EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO.

AN ORDINANCE OF EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO A CERTAIN AGREEMENT TITLED, "EAST GOSHEN TOWNSHIP OTHER POST-EMPLOYMENT BENEFITS ("OPEB") TRUST AGREEMENT" FOR THE PURPOSE OF SETTING ASIDE ADDITIONAL MONEY IN A SEPARATE TRUST FUND TO BE USED TO SATISFY ALL OR A PORTION OF THE TOWNSHIP'S CONTRACTUAL OBLIGATION TO CONTRIBUTE A PRO-RATA SHARE OF THE COST OF FUNDING THE WESTTOWN-EAST GOSHEN POLICE COMMISSION OTHER POST-EMPLOYMENT BENEFITS ("OPEB").

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 post-employment 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 a certain trust agreement titled, "East Goshen Township Other Post-employment Benefit Trust Agreement" dated of even date herewith 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, BE IT ENACTED AND ORDAINED, by the Board of Supervisors of East Goshen Township as follows:

SECTION 1. The Township shall be authorized to enter the East Goshen Township Other Post-employment Benefits ("OPEB") Trust Agreement dated of even date herewith which Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

SECTION 2. 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 3. 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 4. 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

EXHIBIT A

EAST GOSHEN TOWNSHIP OTHER POST-EMPLOYMENT BENEFITS
TRUST AGREEMENT

THIS EAST GOSHEN TOWNSHIP OTHER POST-EMPLOYMENT 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 post-employment 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 Police Department or relative (father, mother, grandparents, child, grandchild, nephew, niece, aunt, uncle, cousin, spouse and in-laws of the same category of relationship) of a current, former or retired member of the Police 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 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**

EGT CB Notes from visit to EGT Applebrook for review of NLT recommendations on invasive plants

"The Board of Supervisors would like the Conservancy Board to review the Stewardship Report and make a recommendation on which measures the Township should consider implementing at the Township Park and Applebrook.

Your recommendation should include the estimated cost for each measure if possible. If the measure contemplates that some of the work would be done by the Public Works Department please consult with Mark Miller. Grant opportunities, if any, should also be identified.

The Board would like to be in receipt of your recommendation by September 1, 2011. This would allow for possible funding in the 2012 budget. "

Rick Smith, EGT Township Manager, February 4, 2011

NLT RECOMMENDATIONS ON INVASIVE PLANTS - narrow riparian corridor in Applebrook Park is heavily impacted...

1. Cut vines climbing into canopy trees...
2. Control Japanese honeysuckle...
3. Improve...riparian forest buffer by controlling the invasive trees (European alder) and shrubs (MFR, etc.)
4. In gaps,...replant...
5. Remove any small "islands" of invasive tree...
6. Control garlic mustard...

On the afternoon of Sunday, April 17, 2010, Virginia Newlin, Walter Wujcik, Sandra Snyder and Bryan Del Monte visited East Goshen Township (EGT) Applebrook Park to review the National Land Trust (NLT) recommendations on invasive plants. The observations made by these Conservancy Board members while walking Applebrook Park path are summarized with measures for controlling invasive plants by priority of phases.

EGT CB Notes from visit to EGT Applebrook for review of NLT recommendations on invasive plants

General tasks to be followed in calendar year for each successive Phase are listed below:

- Cut vines and treat vines at ground level during January and February.
- Over seed with native grass mix in Winter to provide a cover crop in March or April.
- Apply selection application to control invasive plants during sprouting in May or June.
- Apply selection application to control invasive plants during August or early September.
- Plant native trees and shrubs with deer protection in November or December.

Measures for controlling invasive plants are listed next to each observation under Phases below:

1. Physical Removal
2. Cutting
3. Mowing
4. Planting
5. Herbicides
6. Work Proposed to be done by the Public Works Department

Phase 1

Ridley Creek approaching Hibberd Lane West of Pulte:

- a) Multiflora rose (MFR) is reemerging among the understory plantings that were recently cleared out by EGT Public Works (PW). 1, 2, 5- herbicides during and after clearing
- b) Alders, possible European, are present in a grouping. 1, 2, 5- herbicides during and after clearing
- c) Several areas are open with few understory plantings where honeysuckle was recently cut by EGT PW. 1, 4
- d) Areas have few understory plantings where a Sycamore tree is fallen over. No action needed.
- e) MFR is growing between Hibberd Lane and the Pulte homes just South of the new "stone" bridge. 1, 2, 5- herbicides during and after clearing

Phase 2

"Black Cube" packing lot:

- a) MFR is reemerging among the understory plantings that were recently cleared out by EGT PW. 1, 2, 5- herbicides during and after clearing
- b) Alders, possible European, are present in a grouping. 1, 2, 5- herbicides during and after clearing
- c) Garlic mustard plants are growing. 3

Phase 3

Applebrook Golf Club maintenance shops across from Hibberd Lane:

- a) A long black power type of cable line is present on the ground toward Ridley Creek. 1, 6
- b) MFR is reemerging among the understory plantings that were recently cleared out by EGT PW. 1, 2, 5- herbicides during and after clearing
- c) Bradford pear (*Pyrus calleryana*) trees are present. 1, 2, 5- herbicides during and after clearing

EGT CB Notes from visit to EGT Applebrook for review of NLT recommendations on invasive plants

Phase 4

Applebrook Golf Club view after Hibberd Lane entrance toward Ridley Creek:

- a) MFR is reemerging among the understory plantings that were recently cleared out by EGT PW. 1, 2, 5- herbicides during and after clearing
- b) An open well casing is present along with related pumping type of equipment. 6

Phase 5

Applebrook Golf Club view toward Ridley Creek approaching first (older) wood bridge.

- a) MFR is growing at the edge of walking path. 1, 2, 5- herbicides during and after clearing
- b) Alders, possible European, are present in a grouping. 1, 2, 5- herbicides during and after clearing

Phase 6

Area of past plantings by Conservancy Board with view toward Ridley Creek:

- a) MFR is growing at the edge of walking path and within the areas not being mowed. 1, 2, 3, 5- herbicides during and after clearing
- b) Alders, possible European, are present in several groupings. 1, 2, 5- herbicides during and after clearing

Phase 7

Applebrook Golf Club view toward Ridley Creek approaching Boy/Eagle Scout shelter:

- a) Areas appear to have been mowed for control of invasive plants. 4
- b) Meadow could be added here. 4

Phase 8

New wood bridge and new forest plantings:

- No findings were reported here

Rick Smith

From: Bryan Del Monte [bryandelmonte@comcast.net]
Sent: Thursday, August 18, 2011 5:10 PM
To: dbeury@eastgoshen.org; rsmith@eastgoshen.org
Cc: 'Walter Wujcik'; 'Ruth Kiefer'; cbchair@eastgoshen.org; 'Ruth Scadding'; 'Bob Huebner'; mmiller@eastgoshen.org; 'Don McConathy'
Subject: Conservancy Board Budget 2012 and Beyond
Attachments: EGT CB Notes from visit to EGT Applebrook for review of NLT recommendations on invasive plants.doc

Deb and Rick,

The EGT CB discussed the budget 2012 at our August 10th meeting and approved a motion to submit the budget 2012 of \$13300. This includes \$5300, as proposed in the attachment received with your forwarded e-mail for the expenses associated with the continuation of past CB projects, including Supply Valley - Chester Creek Restoration Open Space, Blacksmith Shop- Ridley Creek Wetlands Open Space and forest restoration area in Applebrook Park. It also includes \$8000 for the expenses to address NLT recommendations for controlling invasive plants in Applebrook Park (see file attachment here). This \$8000 NLT invasive expense is based on estimates provided by Tops C.R.O.P.S and Weeds, Inc. given that approximately 10 acres will require spraying and seeding in Applebrook Park. We are requesting that this \$8000 would be separately listed under a new expense category of NLT invasive in budget 2012.

In addition, CB requests the NLT invasive expense listed below by year to add new plants, including riparian buffer zones along Ridley Creek, and to control invasive plants in Applebrook Park at the same areas where actions were taken in 2012:

- 2013 - \$4200
- 2014 - \$4400
- 2015 - \$4600
- 2016 - \$4800

I copied Ruth Scadding and Bob Huebner here to ensure that Park and Recreation receives this communication on CB budget 2012 budget request for NLT invasive plant control in Applebrook Park, which was requested in the e-mail dated 2/9/2011 sent by Rick Smith on behalf of the BOS.

I also copied Mark Miller to communicate the activities proposed for Public Works in the attached plan for addressing NLT recommendations on invasive plants in Applebrook Park.

Lastly, I copied Don McConathy, the BOS liaison to CB.

Please reply back before August 24 with your acknowledgement that you received this budget 2012 request from CB.

Bryan Del Monte
Conservancy Board Chairman

From: Deb Beury [mailto:dbeury@eastgoshen.org]
Sent: Tuesday, July 19, 2011 10:09 AM
To: 'Bryan Delmonte'; WUJCIKWALT@AOL.COM
Subject: Budget 2012

Hi Bryan and Walter,

Attached is a memo and Excel spreadsheet regarding the Conservancy's Board budget for 2012.

If there are other members who will need a copy of these attachments, please forward to them.

If you would be so kind, please copy me as well so that I have email addresses for all members of the Conservancy Board.

Thanks very much,
Deb Beury
Director of Finance
East Goshen Township

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

Voice (610) 692-7171

Fax (610) 425-8950

E-mail rsmith@eastgoshen.org

Date: August 31, 2011

To: Board of Supervisors

From: Rick Smith, Township Manager

Re: Dump Truck

Earlier this year you approved the purchase of a dump truck. As part of the purchase we are trading in the old dump truck. The dealer was giving us a trade in credit of \$15,000.

Upper Uwchlan Township recently had the engine on one of their dump trucks blow up. The would like to purchase our old truck and will pay \$15,000,

We have contacted the vendor he has is ok with our selling the truck to Upper Uwchlan and increasing the amount paid to him by \$15,000.

Suggested Motion: I move that we authorize the sale of the dump truck, which was to be traded in to Upper Uwchlan Township for \$15,000 and acknowledge that the price paid to the seller of the new dump truck will increase by \$15,000.

EAST GOSHEN TOWNSHIP ACTION LIST

| New additions are in bold | | 6-Sep-11 |
|----------------------------------|--|-----------------|
| # | Item | Action Due Date |
| ADM 11-10 | Municipal Authority | 6-Sep-11 |
| ADM 11-15 | Cell Tower | 6-Sep-11 |
| ADM 11-16 | Post Retirement Medical Benefits | 6-Sep-11 |
| ADM 11-22 | IT Committee | 6-Sep-11 |
| ADMI 10-22 | TAG Action List | 6-Sep-11 |
| DPW 08-04 | Invasive Species | 6-Sep-11 |
| DPW 11-1 | Reccomendation from CB on NLT Plan | 6-Sep-11 |
| PCZ 11-4 | Impact of Chapter 102 Requirements | 12-Sep-11 |
| PCZ 11-6 | Sign Ordinance | 13-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 |
| PCZ 09-01 | Telecom Registration and Reporting | 1-Mar-12 |

EAST GOSHEN TOWNSHIP

ACTION ITEM

Item:

Municipal Authority

No:

ADM 11-10

List Date:

2/17/2011

Completed Date:

Description:

Consider eliminating Municipal Authority to reduce costs

| Date | Action |
|----------|----------------------------------|
| 9/6/2011 | This is still a work in progress |

EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

Cell Tower

No:

ADM 11-15

List Date:

2/17/2011

Completed Date:

Description:

Consider locating a cell tower on Township Property

| Date | Action |
|-----------------|---|
| 4/5/2011 | We received 3 responses and 1 request for an extension from the RFP |
| 4/12/2011 | Board needs to decide if they want to consider incomplete proposals |
| 4/19/2011 | Subcommittee of Don, Thom, Rick and Mark directed to review the three propo: |
| 4/26/2011 | Subcommittee has met with the 3 carriers, Recommendation forthcoming |
| 5/3/2011 | Subcommittee report attached |
| 5/24/2011 | 1,000, foot letter sent, on 5/24 meeting agenda. Sub committee seleceted to review and report back to BoS |
| 6/28/2011 | Consider Proposal from Liberty |
| 7/12/2011 | Consider Proposal from Liberty |
| 7/26/2011 | Review draft agreement attached |
| 9/6/2011 | Ordinance adopted, waiting on a revised agreement and exhibits from Liberty |

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 |
| 9/6/2011 | Ordinance hearing on 9/6/11. Need to select trustees, execute agreement and hire a fund manager. |

EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

IT Committee

No:

ADM 11-22

List Date:

5/10/2011

Completed Date:

Description:

Create an IT Committee to advise Township on IT matters

| Date | Action |
|-----------|---|
| 6/28/2011 | Recommendation attached. |
| 7/12/2011 | Looking for one more resident member |
| 8/8/2011 | Consider recommendation from Manager |
| 9/6/2011 | Three residents have expressed interest. In the process of setting up the first meeting. |

TAG Recommendation Summary

June 7, 2011

| ID | Item | Votes | Board Member | Staff Member | Due Date | Comments |
|----|---|-------|--------------|--------------|------------|---|
| 9 | Implement a Fully Integrated Cost Accounting System (108) | 2 | Senya/Marty | Deb | 3/31/2011 | Still under review |
| 2 | Merit Compensation | 1 | | Rick | 6/30/2011 | Study |
| 15 | Assess/Replace HVAC System (95) | 4 | Carmen | Rick | 6/30/2011 | Proposals received (8/30) and under review |
| 29 | Reevaluate Support of Fire Companies (23) | 4 | Carmen | Mark M. | 6/30/2011 | Meeting with Fire Company |
| 18 | Work with Adjoining Townships for IT Support (116) | | Don | Rick | 6/30/2011 | East Goshen and Westtown use Burt |
| 30 | Self Sustaining Park & Recreation Programs (104) (#30-37) | 2 | Thom | Frank | 6/30/2011 | Presentaion to BoS on 8/30/11. Additional info will be provided |
| 31 | Institute P & R Sponsorship Program (88) | | Thom | Frank | 6/30/2011 | to the BoS. |
| 32 | Formalize & Expand Relationship w/YMCA | | Thom | Frank | 6/30/2011 | *** |
| 33 | Concession Stand at EGT Park | | Thom | Frank | 6/30/2011 | *** |
| 35 | Enable Online Reg & Paymt for P & R Programs | | Thom | Frank | 6/30/2011 | *** |
| 37 | Expand P & R Prog Partnerships | | Thom | Frank | 6/30/2011 | *** |
| 14 | Solar Array (94) | | | Rick | 6/30/2011 | Back burner. Revisit in 6 mths |
| 17 | Evaluate Sharing of Services with Neighboring Townships | 3 | Thom | Mark | 9/30/2011 | |
| 39 | Maintain Ownership of Wastewater Treatment Plant (85) | 2 | Marty | Rick | 12/31/2011 | On hold until att PS projects are done |
| 16 | Transition to an Electronic Newsletter (34) | 3 | Thom | Tia | 12/31/2011 | Blurb in Winter 2011 newsletter |
| 24 | Police Negotiations | | | Rick | 1/1/2012 | Review and discuss. Could be improved upon. |
| 26 | Two Tier Wage & Benefits Scale for Police Officers (120) | | | Rick | 1/1/2012 | Review and discuss. Could be improved upon. |
| 3 | Minimize Community Vacancy | | Senya | Mark G. | | Held CCII Tour on June 15 |
| | | | | | | Completed items have been removed |

EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

Invasive Species

No:

DPW 08-04

List Date:

8/11/2009

Completed Date:

Description:

Actions to minimize invasive species in Township.

| Date | Action |
|-----------------|--|
| | Parks and Conservancy Boards propose plan regarding invasive species in Twp open space. Site walk 12/12. Await Conservancy report. |
| 4/6/2010 | Received National Lands Trust Report 3/18/10. Presentation will be 4/13. |
| 4/13/2010 | Presentation of National Lands Trust Report |
| 4/20/2010 | Need recommendations from DPW & Conservancy for actions in response to NLT presentation |
| 5/25/2010 | Conservancy & Parks preparing plan of action. |
| 9/7/2010 | Grant applications denied, Routine invasive spraying was done in the Township Park. We also sprayed along the creek in Applebrook. |
| 10/5/2010 | Sent memo to CB and P&R |
| 12/7/2010 | Waiting on info from CB and P&R |
| 1/25/2011 | Waiting on info from CB and P&R BoS agreed to have CB prepare a report for invasive control at Applebrook and Township Park. Report due 9/1/11 |
| 9/6/2011 | Review Report |

Item:

No:

List Date:

Completed Date:

| Date | Action |
|----------|-----------------------------------|
| 9/1/2011 | Recommendation due from Con board |
| 9/6/2011 | Review recommendations |

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

CHESTER COUNTY

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

August 31, 2011

Dear Property Owner:

The purpose of this letter is to inform you that Acero Holdings, LLC has submitted an application for Conditional Use for the property at 1340 Enterprise Drive. The property is located in the Business Park (BP) district where manufacturing of precision instruments and similar products is permitted by conditional use pursuant to Section 240-21.C(9) and 240-31 of the Township Zoning ordinance.

The applicant is requesting conditional use approval to allow a precision manufacturing use of the existing building and property in accordance with Section 240-21.C(9) and 240-31.

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

The meeting dates and times scheduled for the review and discussion of this application are outlined below and subject to change.

September 7, 2011 - Planning Commission meeting (workshop at 7:00 pm, formal meeting @ 7:30 pm) **(Presentation of Application)**

October 5, 2011 - Planning Commission meeting (workshop at 7:00 pm, formal meeting @ 7:30 pm) **(Presentation of Application)**

October 11, 2011 - Board of Supervisors meeting (7:00 pm) **(Conditional Use Hearing)**

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

Sincerely,



Mark A. Gordon
Township Zoning Officer

Cc: All Township Authorities, Boards and Commissions

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

CHESTER COUNTY

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

August 31, 2011

Dear Property Owner:

The purpose of this letter is to inform you that Mr. Mark Galik, 41 Sherman Drive, Malvern, PA 19355 has submitted a Zoning Hearing Board Application for his property. Mr. Galik proposes to build an addition to his home and is requesting dimensional relief from the rear yard setback requirement of the Township Zoning Ordinance, §240-28.D.(3)(c). The Zoning ordinance requires a 35 foot rear yard setback for this property and Mr. Galik is requesting that the Zoning Hearing Board grant him relief from that ordinance requirement and allow a rear yard setback of 20 feet in order to construct an addition and deck onto the rear of his home.

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

The meeting dates and times scheduled for the review and discussion of this application are outlined below and subject to change.

September 7, 2011 - Planning Commission meeting (workshop at 7:00 pm, formal meeting @ 7:30 pm) **(Presentation of Application)**

September 8, 2011 - Historical Commission meeting (7:00 pm) **(Presentation of Application)**

September 27, 2011 - Board of Supervisors meeting (7:00 pm) **(Presentation of Application)**

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

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

Sincerely,



Mark A. Gordon
Township Zoning Officer

Cc: All Township Authorities, Boards and Commissions

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

Voice (610) 692-7171

Fax (610) 425-8950

E-mail rsmith@eastgoshen.org

**RECEIVED AFTER
AGENDA
WAS PRINTED**

Date: September 1, 2011
To: Board of Supervisors
From: Rick Smith, Township Manager
Re: Hershey Mill Dam Trees

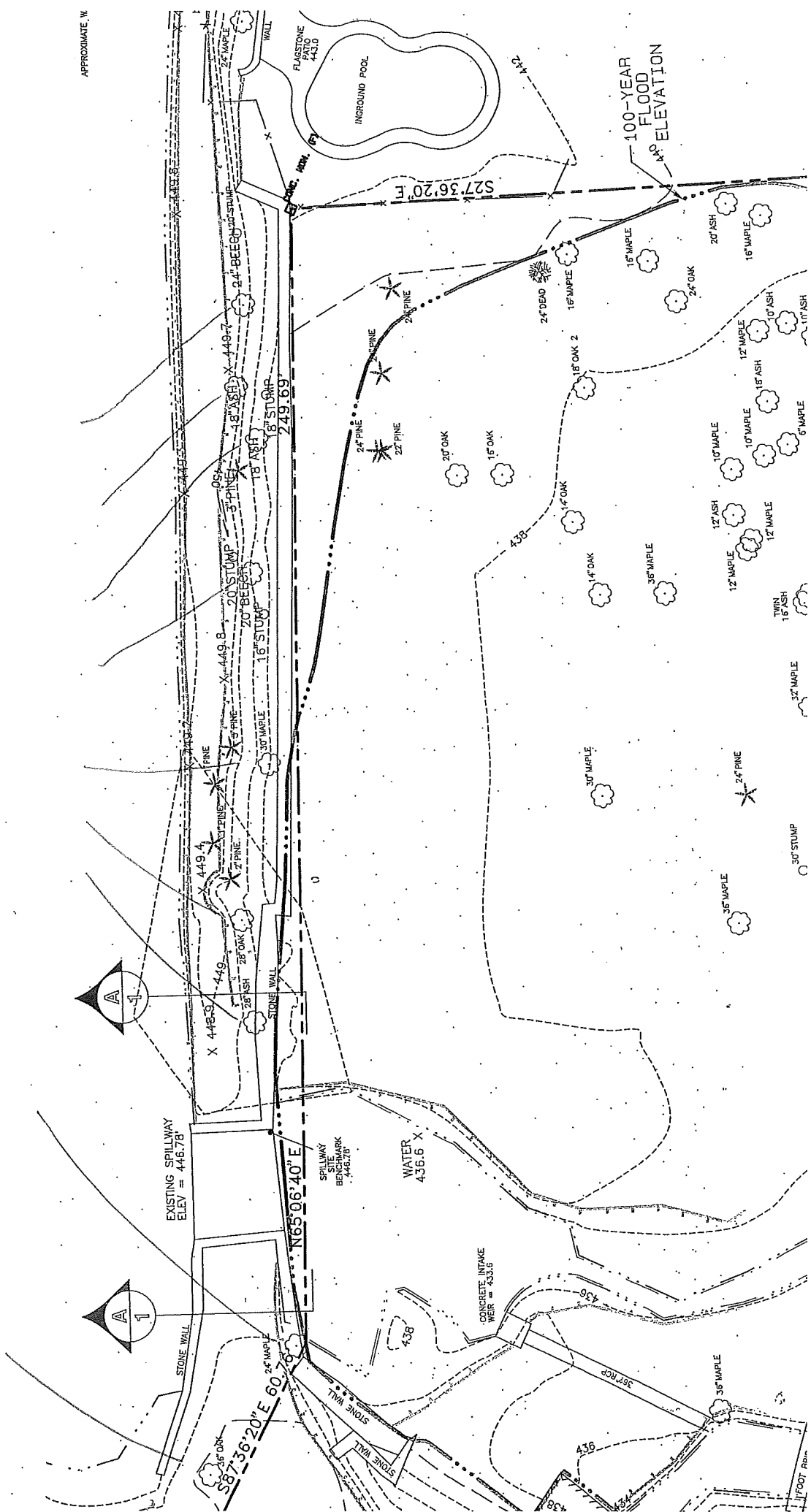
It will cost \$9,000 to remove the seven trees located east of the spillway (28" ash, 28" oak, 30" maple, 20" beech, 18" ash, 18" ash and 24" beech) and the 24" maple tree just west of the spillway.

We also need to grind the stumps, remove the chips and backfill the voids with 2RC. I would note that there are at least three other stumps that need to be ground and have the voids backfilled.

We estimate that it will cost an additional \$5,000 to grind the all of the stumps, remove the chips and backfill the voids with 2RC. Access will be a challenge since we are working on the top of the dam.

The 36" oak tree that is located just off of Hershey Mill Road will remain.

Top Be removed



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

August 30, 2011

To: Carmen Battavio

From: Mark Miller

RE: Storm Damage Report

The following roads are still closed due to the 6 ¾ inches of rain and high winds from hurricane Irene.

Airport Road – tree in wires, between Wilson Drive and Ward Ave.

Line Road – between Towne Drive and Dutton Mill Road.

Manley Road – between Edith and Pheasant Run Road.

Morestein Road – between Barkway Lane and King Road.

All awaiting PECO.

On Sunday morning crews removed approximately two dozen downed limbs at various locations that were lying in the road. On Monday morning crews were cleaning debris from storm drains.

We also found severe stream bank erosion on Hershey Mill Road, which was undermining the road, approx. 75 feet in length. When the Hershey Mill Pond went over Greenhill Road it caused severe erosion 12 w x 2 'deep x 40 'long, shot rock was installed.

The Ridley Creek Plant processed 1.3 million gallons on Sunday. We only had one problem at the Hershey Mill Pump Station which was caused by the Hershey Mill Pond going over.