

**AGENDA**  
**EAST GOSHEN TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**Tuesday, September 2, 2014**  
**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. Comp Plan Task Force Update – None
7. Public Hearing
8. Police/EMS Report
  - a. Westtown East Goshen Police - None
  - b. Goshen Fire Co. - None
  - c. Malvern Fire Co. - None
  - d. East Goshen Fire Marshal – None
9. Financial Report –
10. Old Business
  - a. [Announce the Alexander’s stormwater matter has been re-scheduled to September 16](#)
  - b. [Consider recommendation to close out the Applebrook Preserve Escrow](#)
  - c. [Consider PECO Goshen Substation Landscaping](#)
  - d. [Review Chapter 4 Natural Resources](#)
11. New Business
  - a. [Consider draft Ordinance authorizing Comcast Cable Franchise Agreement](#)
  - b. [Consider resolutions for CCATO](#)
  - c. [Consider Ashleybrooke Estates Escrow Release #9](#)
12. Any Other Matter
13. Approval of Minutes
  - a. [August 5, 2014](#)
  - b. [August 19, 2014](#)
14. Treasurer’s Report
  - a. [August 28, 2014](#)
15. Review Action List
  - a. [September 2, 2014](#)
16. Correspondence, Reports of Interest
  - a. [Acknowledge receipt of the Conservancy Board’s Mission Statement](#)
  - b. [Acknowledge two letters expressing appreciation for outstanding service by Mark Miller and his staff.](#)
17. Dates of Importance
  - Sept 03, 2014 Pension Committee 9:00 AM  
[Rescheduled to September 16](#)

Sept 03, 2014	Planning Commission	7:00 PM
Sept 04, 2014	Park Commission	7:00 PM
Sept 08, 2014	Municipal Authority	7:00 PM
Sept 10, 2014	Conservancy Board	7:00 PM
Sept 11, 2014	Historical Commission	7:00 PM
Sept 11, 2014	Website Committee	7:00 PM
Sept 15, 2014	Commerce Commission	7:00 PM
Sept 16, 2014	Pension Committee	9:30 AM
	<b>Rescheduled from Sept 3</b>	
Sept 16, 2014	Board of Supervisors	7:00 PM
Sept 22, 2014	Comp Plan Task Force	7:00 PM
Sept 23, 2014	Police Commission	5:30 PM
	WEGO Police Dept.	
Sept 25, 2014	Website Committee	7:00 PM

Newsletter articles due to Nancy by October 30<sup>th</sup>.

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.

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## Rick Smith

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**From:** Rick Smith <rsmith@eastgoshen.org>  
**Sent:** Tuesday, August 19, 2014 1:13 PM  
**To:** [REDACTED]  
**Cc:** 'Marty Shane'  
**Subject:** RE: request for agenda change

Gwenne

Ok

Rick

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**From:** [REDACTED]  
**Sent:** Tuesday, August 19, 2014 1:10 PM  
**To:** Rick Smith  
**Cc:** Marty Shane  
**Subject:** request for agenda change

Rick and Marty

I would like to change my request. We had asked if we could be on the agenda for Sept. 2. Due to circumstances, we would like to request to be added to the Sept. 16 agenda, instead.

Thanks  
Gwenne Alexander



TABLE TO 9/2

August 14, 2014

EGOS0106

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

**RE: Applebrook  
Performance Bond**

Dear Rick:

As requested, we have worked closely with The Pulte Group and their consultants, along with the Applebrook HOA, to resolve outstanding issues at the referenced site. These issues were related to the two (2) basins and a rain garden. We visited the site with all parties on August 14, 2014 and confirmed all outstanding issues have been adequately resolved. We have no objection to the full release of the bond, assuming any other administrative items with the Township have been addressed.

Should you have any further questions, please contact me.

Sincerely,

**PENNONI ASSOCIATES INC.**

Nathan M. Cline, PE  
Township Engineer

cc: Mark Miller, Director of Public Works (via email)  
Bill Creeger, The Pulte Group (via email)  
Chadd W. Ingram, PE, Ingram Engineering (via email)

MARK AND I CONCUR WITH RELEASE

RS 8/15/14

## Rick Smith

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**From:** jim dehaven <jim.dehaven@mc.com>  
**Sent:** Wednesday, August 20, 2014 9:09 AM  
**To:** Rick Smith  
**Cc:** Bill Creeger  
**Subject:** Re: Applebrook - Performance Bond

Rick, as President of the Preserve at Applebrook HOA I concur with Pennoni's assessment of the two basins and rain garden and their recommendation to release the performance bond to Pulte.

Please let me know if you need anything additional.

Thanks to the township for facilitating.

Jim

Sent from my iPhone

On Aug 20, 2014, at 8:15 AM, Rick Smith <[rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)> wrote:

Jim

At the meeting last night the Board tabled action on this, since we were not sure if you were aware of Pennoni's letter.

It will be on the agenda for the Board meeting on September 2

Rick

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**From:** Nathan Cline [<mailto:NCline@Pennoni.com>]

**Sent:** Thursday, August 14, 2014 1:33 PM

**To:** '[rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)'

**Cc:** Mark Miller ([mmiller@eastgoshen.org](mailto:mmiller@eastgoshen.org)); Bill Creeger ([Bill.Creeger@PulteGroup.com](mailto:Bill.Creeger@PulteGroup.com)); Chadd W. Ingram ([chadd@ingram-engineering.com](mailto:chadd@ingram-engineering.com))

**Subject:** Applebrook - Performance Bond

Rick – Please find attached Pennoni's recommendation to release the remaining monies for the referenced bond.

Please let me know if you have any questions.

**Nathan Cline, PE**

Pennoni Associates Inc.

Office 610-429-8907 | Direct 610-422-2453

Fax 610-429-8918 | Mobile 610-888-8564

<ltr\_smith\_applebrook performance bond\_20140814.pdf>



## Memo

### East Goshen Township

Voice (610) 692-7171

Fax (610) 425-8950

E-mail [rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)

Date: August 14, 2014

To: Board of Supervisors

From: Rick Smith, Township Manager

Re: PECO Goshen Substation Landscaping

**Background** - On August 31, 1989 the PA PUC approved PECO's application to construct the Goshen Substation with two conditions.

1. Applicant shall landscape the site in accordance with the landscape plans submitted by the Township of East Goshen.
2. The noise level at the property line shall not exceed those levels set forth in the Township Ordinance.

PECO subsequently constructed the substation and planted the required landscaping and at some subsequent time PECO removed some of the landscaping at the substation.

In January of 2014 Ed Davidson, who has a rental property across the street, wrote a letter and subsequently attended a Board meeting to voice a concern about the lack of landscaping at the PECO Substation.

A series of correspondence ensued with PECO.

February 14, 2014 – Township letter to PECO

May 1, 2014 – PECO response

June 6, 2014 - Township letter to PECO

July 15, 2014 - Township letter to PECO

At the meeting on August 5, 2014 Marty offered to contact Greg Cary, prior to the Board taking action on a motion to file a complaint with the PA PUC. Marty spoke to Greg who plans to attend the meeting on August 19.

On August 6<sup>th</sup> I received an e-mail from PECO. Research indicates that FERC is in the process of adopting a requirement that would require the North American Electric Reliability Corporation (NERC) Of which PECO is a member to develop standards for the operation of the Bulk-Power System and upon approval of such standards develop and implement plans to protect against physical attacks of Bulk-Power System facilities.

**Question** – Does the Board want to file a complaint with the PUC?

Edward A. Davidson  
9 Oak Tree Lane  
Malvern, Pennsylvania 19355

January 18, 2014

Louis (Rick) Smith, Twp. Manager  
East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

JAN 23 2014

Dear Mr. Smith:

I have owned the historically designated property located at 1603 East Strasburg Road since 1977 and over the years have witnessed many changes. I find some recent changes and others that occurred over time out of character for this neighborhood.

Several weeks ago I expressed to you my concerns about the Goshen PECO facility located at Route 352 and East Strasburg Road. Since then I have contacted the Pennsylvania PUC and also expressed similar concerns to PECO representatives. I was encouraged that the person to whom I spoke at the PECO real estate department was interested in investigating their compliance (or lack of) with their commitments made in the 1980's.

From the saved documents received from the PUC in 1990, I understand that the Township was active and interested in minimizing the negative aesthetic impact of the PECO substation on the neighborhood and Township. At PUC hearings and during legal challenges mounted by local historic commissions, PECO officials testified to and pledged to minimize the impact on the area. In their final order, the PUC included agreements made between East Goshen and PECO as part of the construction and operating permission.

I've observed that over time the memory and intent of the agreed-upon aesthetics has been lost. Changing circumstances and standards may be responsible for some of the loss of aesthetic efforts, but others have just been lost to time.

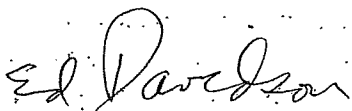
I would like to briefly address the Township Supervisors with the intent of rekindling the interest in the look and impact of this facility that the Township once fought so hard to improve.

Can you include an agenda item for a short discussion including my summary of this matter in the February 4<sup>th</sup> Township meeting?

Thanks for your help and cooperation in this matter.

Sincerely,

Ed Davidson



BOARD OF SUPERVISORS  
EAST GOSHEN TOWNSHIP

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

**FILE**

February 14, 2014

Mr. Gregory Cary, County Affairs Manager  
PECO  
1050 W Swedesford Road  
Berwyn, PA 19312

Re: Goshen Substation

Dear Greg:

At Tuesday's Board of Supervisors, Ed Davidson, who has a rental property near the Goshen substation voiced a concern about the lack of landscaping at the substation.

I remember contacting you when the shrubs were initially removed and I recall that you advised me that it was a result of 9/11.

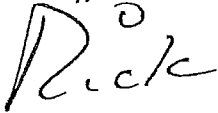
A review of the PUC's "finding of necessity" reveals that the substation was approved a condition that the site be landscaped "in accordance with the landscape plans submitted by the Township of East Goshen". Obviously, PECO did this.

My questions are as follows:

- What action did the PUC take to eliminate this requirement?
- Was PECO issued a directive from some Federal agency, which required PECO to remove the landscaping, and if so can you provide me with a copy of it?
- If the landscaping had to be removed is there anything that PECO can do to mitigate the impact on the neighboring property owners.

Thanks

Sincerely,



Louis F. Smith, Jr.  
Township Manager

Enclosure





Gregory M. Cary  
Regional External Affairs Manager  
Chester County

Telephone 610.725.7189  
Fax 610.725.7115  
www.exeloncorp.com  
greg.cary@peco-energy.com

An Exelon Company

PECO Energy Company  
1050 W. Swedesford Road  
Berwyn, PA 19312

Louis F. Smith, Jr.  
Township Manager  
East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380-6199

May 1, 2014

RECEIVED

MAY 5 2014

BY \_\_\_\_\_

Re: PECO's Substation in East Goshen Township:

Dear Rick:

Thank you for your recent inquiry about landscaping around PECO's Substation in East Goshen Township. In your letter, you note that in recent years PECO has removed some of the vegetation at our substation. You also note that, in 1989 when PECO obtained approval from the PUC to build the Substation, approval was conditioned upon PECO landscaping the site "in accordance with the landscape plans submitted by the Township of East Goshen." Finally, you inquired whether that condition has been eliminated by state or federal law, and whether there are steps that PECO can take to reduce impact on neighboring customers.

To ensure safe and reliable service in the area PECO needed to remove some of the vegetation because it was growing into the substation fence and some of the overhead wires. This in-growth created an unsafe situation, both for security of the fence-line and possible outages caused by contact between the trees and wires.

As we discussed, utility industry best practices for vegetation management have evolved considerably since 1989 following events such as 9/11 and the Northeast Blackout. Current best practices are to have greater clearance distances for vegetation surrounding substation fences and overhead wires. Some of the tree species that were included in the Township's 1989 landscaping plan grow to 60' feet at maturity, and would not be approved for planting next to a substation under today's practices. Some of the vegetation that remains in place has similar issues and may have to be removed in the future.

However, we are committed to working together and plan to review the landscaping around the Substation to determine what kind of screening can be used to ensure safety and reliability while also benefiting our customers. Once we've done that review, we'll touch base to show you our results and discuss next steps.

Sincerely,

Greg Cary

BOARD OF SUPERVISORS  
EAST GOSHEN TOWNSHIP

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

FILE

June 6, 2014

Mr. Gregory Cary, County Affairs Manager  
PECO Energy Company  
1050 W Swedesford Road  
Berwyn, PA 19312

Re: PECO Substation in Goshen Township

Dear Greg:

At Tuesday's Board of Supervisors, the Board acknowledged receipt of your letter May 1, 2014 concerning the landscaping at the PECO substation at North Chester Road and Strasburg Road.

The Township has enjoyed a good working relationship with PECO, primarily do to your efforts, and the Board is comfortable with not going to the PUC with this issue and instead working directly with you to come up with a solution that we both can live with.

What is your time table for providing the Township with plans for the alternative screening?

Thanks.

Sincerely,



Louis F. Smith, Jr.  
Township Manager

610-692-7171

www.eastgoshen.org

## BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

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

**FILE**

Certified

July 15, 2014

Mr. Gregory Cary, County Affairs Manager  
PECO Energy Company  
1050 W Swedesford Road  
Berwyn, PA 19312

Re: PECO Substation in Goshen Township

Dear Greg:

Attached is my letter of June 6, 2014 regarding the landscaping at the PECO Substation at North Chester Road and Strasburg Road. To date the Township has not had the courtesy of a response.

If the Township does not receive a response by the Board of Supervisors meeting on August 5, 2014, the Board will take action on a motion to file a formal complaint with the PA PUC.

Sincerely,



Louis F. Smith, Jr.  
Township Manager

Enclosure

## **Rick Smith**

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**From:** Cary, Gregory M:(PECO) <greg.cary@peco-energy.com>  
**Sent:** Wednesday, August 06, 2014 5:54 PM  
**To:** Rick Smith  
**Subject:** Goshen Substation

**Rick:**

Sorry for the late response!! This is a very fluid situation in Washington with the Regulators and has caused me a delay in getting information for you. According to the new Exelon Utility Physical Security Requirements at substations, Goshen Substation would be required to have the vegetation cut back 10 ft. off the fence line. FERC directed NERC to develop standards that have not yet been officially approved, but its coming. See the below links. I'm not sure if this would help in speaking with the landlord/building owner but Goshen Substation is not required to have the vegetation cut back 20 ft. as some of our other substations due to original agreement with the PUC. When the federal Government completes their ruling I would believe that it would supersede any State or Local regulations. Their intent is focused on safety and security due to international terrorism.

<http://www.ferc.gov/media/news-releases/2014/2014-1/03-07-14.asp#.U9qHqONdWE4>

<http://tdworld.com/substations/ferc-directs-development-physical-security-standards>

If we go with the original plan as prescribed by the PUC which we originally did and has since become overgrown, we would have to tear out all of the vegetation and replant new scrubs. That in itself would open the view of the sub even more. The new ruling may come out prior to doing the replanting or shortly thereafter. If that happens then we would have been irresponsible in spending rate payers money knowing the Federal Government had intentions of coming out shortly with new rules. I would be more than happy to sit down with the resident and our security manager to discuss the issue.

**Greg**

**Gregory M. Cary**

**PECO**

Regional External Affairs Manager  
Chester County/York County  
1050 W Swedesford Rd  
Berwyn, PA 19312  
610-725-7189

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Table to  
9/2

## Chapter 4.

### Natural Resources

**Goal 4. Preserve natural resources in the township, and restore resources to a healthy, functioning condition where opportunities exist, for the benefit of existing and future generations.**

*East Goshen Township possesses important natural resources that contribute to the overall goal of being one of Chester County's premier suburban communities. These natural resources include vegetated floodplains, surface water features (streams, ponds, lakes), alluvial and hydric soils, wetlands, wooded areas and specimen trees, steeply sloped lands, serpentine rock outcroppings, a limited amount of remaining prime farmland soils, and wildlife common to Pennsylvania's more developed areas. The township is also somewhat unique in that much of the floodplain associated with its two creeks is in municipal ownership. More can be learned about these natural resources by reviewing Appendix \_\_\_ of this Plan. Some of the township's natural resources have been degraded or lost over time by changes in land use and land management practices. Excellent opportunities for restoration of such resources exist, and can be achieved in the township through partnerships and technical and financial assistance.*

**Objective 4.1** - Improve the stream quality of Chester and Ridley Creeks.

*Chester and Ridley Creeks flow from north to south through the township. (see Map \_\_\_ in Appendix \_\_\_). Ridley Creek is a Special Protection – High Quality (HQ) stream, and special regulations at the state level were designed to help protect the stream's health. Nevertheless, both the Chester and Ridley have recently been placed on Pennsylvania Department of Environmental Protection (PADEP)'s list of streams that do not meet federal drinking water standards. The poor water quality of these streams is likely caused by stormwater discharge from older land developments approved and constructed when state and local stormwater regulations were less stringent.*

**Recommendation 4.1.1.** – Identify measures that the township and others, such as the Chester-Ridley-Crum Watershed Association, can implement to improve the water quality of Chester and Ridley Creeks.

**Action Item 4.1.1A** – Consider forming a watersheds partnership of area municipalities, conservation organizations, local conservation districts, and others to identify and prioritize steps to improve water quality for the township's portions of Chester and Ridley Creeks.

**Action Item 4.1.1.B** – Retrofit existing, underperforming stormwater facilities. through township and watershed partnership efforts.

**Action Item 4.1.1C** – Consider initiating a water quality testing program for Chester and Ridley Creeks managed by the township or watersheds partnership.

Action Item 4.1.1.D – Reforest lands that drain to Chester or Ridley Creeks through watersheds partnership initiatives and landowner coordination (see recommendation 4.1.3).

Action Item 4.1.1E - Seek MS4 credit from PA DEP for improvements to local stormwater management facilities that are consistent with the state's BMP handbook.

Recommendation 4.1.2 – Evaluate, and modify as needed, township regulations to increase stream and water quality protection at the time of new or re-development.

Action Item 4.1.2A – Evaluate the zoning ordinance and subdivision and land development ordinance and consider changes to these two ordinances that help to reduce stormwater run-off and that prioritize use of a site's natural features to capture/infiltrate stormwater.

Action Item 4.1.2B – Consider adding to the zoning ordinance forested riparian buffer protection and restoration provisions that would apply to all township water bodies and wetlands.

Recommendation 4.1.3 – Consider utilizing municipally- and privately-owned, open lands, for implementing a voluntary reforestation program to off-set stormwater run-off impacts of developed lands.

Action Item 4.1.3A – Using the riparian resources map in Appendix \_\_\_, identify stream, pond, and wetland areas that could benefit from forested riparian buffer re-establishment, and prioritize municipally-owned areas and those owned by conservation organizations for initial reforestation efforts.

Action Item 4.1.3B – Reach out to landowners to educate them on the benefits of forested buffers near streams and other water bodies, and determine their interest in sponsoring sites for future planting efforts.

Action Item 4.1.3C – Based on landowner interest and available grant or other funds for trees and supplies, work through the watersheds partnership to enlist community volunteers, and through manageable efforts, slowly re-forest impacted riparian corridors, wetland perimeters, and other open space areas in the township.

Action Item 4.1.3D – Seek MS4 credit from PA DEP for reforestation of township riparian areas.

Objective 4.2 - Conserve the township's natural resources.

*In addition to Ridley and Chester Creeks, the woodlands, riparian buffers, wetlands, ponds, steeply sloped lands, serpentine outcroppings, wildlife, and other natural resources that exist within the township should be protected from significant loss (conserved). In some cases, opportunities exist to increase the extent and improve the quality of impacted resources. For example, eroding stream banks can be replanted to re-establish forested riparian buffers that eventually stabilize erosive soils, intercept surface runoff and pollutants, and improve water quality.*



Recommendation 4.2.1 – Improve wildlife connectivity between open space areas.

Action Item 4.2.1A – Using the woodland resources map contained in Appendix \_\_\_\_, identify woodlands and riparian corridors that could be connected through land dedication and/or reforestation and obtain these connections where feasible through land development and other township approvals.

Action Item 4.2.1B – Insure that the zoning ordinance's residential open space design regulations promote the formation of natural corridors both on-site and with adjoining sites to enhance wildlife habitat.

Recommendation 4.2.2 – Protect sensitive natural resources through effective use of the township's zoning, subdivision and land development, and stormwater management ordinances when new land uses, or additions to existing uses, are proposed.

Action Item 4.2.2A – Assess, and update as appropriate, provisions of the township's zoning, subdivision and land development, and stormwater management ordinances that require natural resource protection at the time of land development.

Action Item 4.2.2B – Improve woodland protection in the township by updating the subdivision and land development ordinance's definition of woodlands to include its ecological value. Also consider extending the "drip line" outward from the tree's center to better protect that trees' root system.

Action Item 4.2.2C – Provide for better protection of the township's unique serpentine outcroppings by inventorying and mapping their locations, and utilizing those maps for land use decisions.

Action Item 4.2.2D – Review and update, as needed, provisions in the township's zoning ordinance to protect serpentine outcroppings and formations from land disturbance or new development.

Action Item 4.2.2E – Protect the township's oldest and most distinctive trees by updating the zoning and subdivision and land development ordinances to add the defined term - Heritage Tree, and require land use applicants to depict such trees when located on lands proposed for township approval. The following can be used as a guide to define a Heritage Tree: 1) A tree 36 inches or greater dbh (diameter at breast height; note: 36 inches in diameter is approximately nine feet and four inches in circumference); 2) A tree of exceptional age or species regardless of its size; and 3) A historic tree connected to a notable or regional historic event, person, structure, or landscape.

Action Item 4.2.2F - Consider the use of the zoning ordinance or subdivision or land development ordinance provisions that a) provide development incentives to protect heritage trees, and b) include significant tree-replacement requirements when removal or extensive pruning of such trees is determined by the township to be unavoidable.

Action Item 4.2.2G – Consider adding provisions to the township's zoning ordinance or subdivision and land development ordinance that emphasize the protection of avian wildlife habitat within the Upper Ridley/Crum Creek Important Bird Area (IBA).

Recommendation 4.2.3 - Seek from applicants/developers environmental sustainability measures for all new development proposed within the township.

Action Item 4.2.3A – Consider expediting local subdivision and land development approvals when applicants for major development proposals commit to the use of green roofs, rain gardens, renewable energy systems, extensive use of recycled products, and other sustainable development features.

Recommendation 4.2.4 – Educate township residents on the importance of natural resource protection.

Action Item 4.2.4A – Continue to educate township residents, using a variety of media on the importance of natural resource protection. Specific focus areas include but are not limited to: the variety of important natural resources within walking distance of local neighborhoods; the benefits of land preservation, and opportunities to do so; the variety of local and county environmental and conservation programs and advocates; the benefits of using native plants and establishing and maintaining rain gardens; the importance of stormwater quality and impacts of harmful runoff to wildlife and downstream landowners.

Final DRAFT

8-3-14

**TOWNSHIP OF EAST GOSHEN  
CHESTER COUNTY, PENNSYLVANIA**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE TOWNSHIP OF EAST GOSHEN, CHESTER COUNTY, PENNSYLVANIA, AUTHORIZING THE ENTRY BY THE TOWNSHIP INTO AN AGREEMENT ENTITLED "CABLE SERVICE FRANCHISE AGREEMENT," WHICH ESTABLISHES THE CONTRACTURAL PROVISIONS PURUSANT TO WHICH THE TOWNSHIP WILL GRANT TO COMCAST OF SOUTHEAST PENNSYLVANIA, LLC AND COMCAST OF PENNSYLVANIA, LLC A NON-EXCLUSIVE, REVOCABLE CABLE SERVICE FRANCHISE AS SET FORTH THEREIN INCLUDING, WITHOUT LIMITATION, THE GRANT OF THE USE OF PUBLIC RIGHTS-OF-WAY; THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF A CABLE SYSTEM; PROCEDURES FOR THE TERM AND RENEWAL OF A CABLE SERVICE FRANCHISE, MODIFICATION AND TRANSFER OF A FRANCHISE; FRANCHISE FEES; GROUNDS FOR REVOCATION AND TERMINATION OF THE FRANCHISE; INDEMNIFICATION AND LIABILITY INSURANCE; PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNEL PROGRAMMING AND CAPITAL SUPPORT GRANTS FOR THE SAME; PROCEDURES FOR ESTABLISHMENT AND ENFORCEMENT OF CONSTRUCTION AND TECHNICAL STANDARDS; CUSTOMER SERVICE PROVISIONS; REGULATION OF NON-DISCRIMINATION BY FRANCHISEE AMONG SUBSCRIBERS; MAINTENANCE OF RECORDS WHICH THE TOWNSHIP SHALL HAVE THE AUTHORIZATION TO INSPECT AND AUDIT; THE TYPES OF RECORDS THAT MUST BE KEPT AND THE MANNER IN WHICH THOSE RECORDS MUST BE KEPT.

**BE IT, AND IT IS HEREBY, ENACTED AND ORDAINED** by the Board of Supervisors of the Township of East Goshen as follows:

**SECTION 1.** The Township of East Goshen Cable Communications Regulatory Ordinance, which is codified in Chapter 112 of the East Goshen Township Code, is hereby amending by adding a new Article XVI, as follows:

NOTE: REVIEW ON 9/2/14. IF OK PUBLIC HEARING  
WILL BE HELD ON 9/16/14.

**ARTICLE XVI. ADOPTION OF CABLE SERVICE FRANCHISE AGREEMENT WITH COMCAST OF SOUTHEAST PENNSYLVANIA, LLC AND COMCAST OF PENNSYLVANIA, LLC**

The Board of Supervisors hereby approves that certain agreement entitled "Cable Service Franchise Agreement" between the Township of East Goshen and COMCAST OF SOUTHEAST PENNSYLVANIA, LLC AND COMCAST OF PENNSYLVANIA, LLC (the "Agreement"), which is attached hereto and incorporated herein as if set forth herein in its entirety. If any provisions or terms in the Agreement conflict with the other provisions in Chapter 112, the provisions in the Agreement shall prevail.

**SECTION 2.** 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. The Board of Supervisors hereby declares as its intent 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.** This Ordinance shall become effective upon counter-execution of the Agreement by or at the express written direction of LeAnn Talbot, Regional Senior Vice President of COMCAST OF SOUTHEAST PENNSYLVANIA, LLC AND COMCAST OF PENNSYLVANIA, LLC as set forth in the Agreement.

**ENACTED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, A.D. 2014.

**ATTEST:**

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Louis F. Smith, Secretary

\_\_\_\_\_  
E. Martin Shane, Chairman

\_\_\_\_\_  
Senya D. Isayeff, Vice-Chairman

\_\_\_\_\_  
Carmen Battavio, Member

\_\_\_\_\_  
Charles W. Proctor, III, Esquire, Member

\_\_\_\_\_  
Janet L. Emanuel, Member

**CABLE SERVICE FRANCHISE AGREEMENT**

**BETWEEN**

**TOWNSHIP OF EAST GOSHEN**

**AND**

**COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

**AND**

**COMCAST OF PENNSYLVANIA, LLC**

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EXHIBIT A –MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

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This **CABLE SERVICE FRANCHISE AGREEMENT** (the “Franchise” or “Agreement”) is entered into by and between the TOWNSHIP OF EAST GOSHEN, a duly organized political subdivision under the applicable laws of the Commonwealth of Pennsylvania (the “Local Franchising Authority” or “LFA”) and COMCAST OF SOUTHEAST PENNSYLVANIA, LLC and COMCAST OF PENNSYLVANIA, LLC, a limited liability company duly organized under the applicable laws of the Commonwealth of Pennsylvania (the “Franchisee”).

**WHEREAS**, Franchisee currently has a franchise to operate Cable System to provide Cable Service within the Township of East Goshen under a Cable Franchise Agreement effective October 9, 2005; and

**WHEREAS**, Franchisee seeks renewal of its non-exclusive Franchise pursuant to the provisions of Title VI of the Communications Act, as amended, and applicable state and federal law; and

**WHEREAS**, Franchisee is a “cable operator” and the LFA is a “local franchising authority” in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §522) and is authorized to grant one or more nonexclusive cable franchises to construct, install, maintain, extend and operate a Cable System in the Franchise Area;

**WHEREAS**, the LFA has identified the future cable-related needs and interests of the LFA and its citizens, has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s plans for its Cable System are adequate, in a full public proceeding affording due process to all parties;

**WHEREAS**, the LFA has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

**WHEREAS**, the LFA has determined that the grant of a non-exclusive franchise to Franchisee is consistent with the public interest; and

**WHEREAS**, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

**NOW, THEREFORE**, in consideration of the LFA’s grant of a franchise to Franchisee, Franchisee’s promise to offer Cable Service to residents of the LFA/Service Area of the LFA pursuant to and consistent with Title VI of the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the male include the female, words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined herein shall be given their common and ordinary meaning. Except as otherwise provided herein, the definitions and word usages set forth in Title VI of the Communications Act are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video programming Channel, which Franchisee shall make available to the LFA without charge for non-commercial Public, Educational, or Governmental use for the transmission of video programming as directed by the LFA.

1.2. *Additional Service Area*: Shall mean any such portion of the Service Area added pursuant to Section 3.1.2 of this Agreement.

1.3. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee, but does not include those entities that are not involved with the use, management, operation, construction, repair, and/or maintenance of the Cable System.

1.4. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as any PEG Channels required by this Franchise.

1.5. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), which currently states: "The one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service."

1.6. *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), which currently states: "a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of subchapter II of this chapter, except that such facility shall be considered a cable system (other than for purposes of Section 541(c) of this title) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with

Section 573 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility system.” The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Franchise/Service Area and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), which currently states: “A portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the Federal Communications Commission by regulation).”

1.8. *Communications Act*: The Communications Act of 1934, as amended.

1.9. *Control*: The ability to exercise de facto or de jure control over day-to-day policies and operations or the management of Franchisee’s affairs.

1.10. *Educational Access Channel*: An Access Channel available for the use of the local public schools in the Franchise Area.

1.11. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, acts of terrorism or threats of terrorism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee’s System is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA and such additional areas as may be included in the corporate (territorial) limits of the LFA during the term of this Franchise.

1.14. *Franchisee*: Comcast of Southeast Pennsylvania, LLC and Comcast of Pennsylvania, LLC and its lawful and permitted successors, assigns and transferees.

1.15. *Government Access Channel*: An Access Channel available for the use of the LFA.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles (“GAAP”), which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area. Gross Revenue includes but is not limited to:

- (1) fees charged for Basic Service;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged for premium Channel(s), *e.g.* HBO, Cinemax, or Showtime;
- (4) fees charged to Subscribers for any optional, per-channel, or per-program services;
- (5) revenue from the provision of any other Cable Services;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection, and change-in-service fees for video or audio programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for service calls;
- (9) fees for leased access Channels;
- (10) advertising revenue as set forth herein;
- (11) rental or sales of any converters and remote control devices;
- (12) rental fees for digital video recorders ("DVRs");
- (13) late payment fees;
- (14) revenue from NSF check charges;
- (15) franchise fees;
- (16) revenue from the sale of hardcopy program guides;
- (17) revenues or commissions derived locally from the carriage of home shopping channels subject to 1.16.5 below;
- (18) revenue from interactive Cable Service;
- (19) fees for any and all music services deemed to be a Cable Service provided over a Cable System; and
- (20) revenue from the sale of video on-demand services.

Except for commissions paid to independent third parties, Advertising revenue is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's subscribers within all areas covered by the particular advertising source as of the last day of such period. In other words, advertising revenue is determined by multiplying the total revenue derived under the contract or arrangement by the percentage resulting from dividing the number of subscribers in the Township by the total number of regional or national subscribers from which such advertising revenue under the contract or arrangement are received.

Gross Revenue shall not include:

1.16.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

1.16.2. Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.16.3. Refundable deposits, rebates or discounts made to Subscribers or other third parties;

1.16.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders;

1.16.5. Any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.16.6. The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.16.7. Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees);

1.16.8. Any forgone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such forgone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.16.9. Sales of capital assets or sales of surplus equipment;

1.16.10. Program launch fees;

1.16.11. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.16.12. The imputed value of the provision of Cable Services to customers on a complimentary basis, including, without limitation, the provision of PEG services as required or permitted herein; and

1.16.13. Any fees or charges collected from Subscribers or other third parties for any PEG Grant.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), which currently states "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing,

or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.”

1.18. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Local Franchise Authority (LFA) or “Township”*: The Township of East Goshen or the lawful successor, transferee, or assignee thereof.

1.20. *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.21. *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

1.22. *Normal Operating Conditions*: Those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.23. *PEG*: Refers to Public, Educational, and Governmental Access Channels as defined under Section 611 of the Cable Act [47 U.S.C. §531].

1.24. *Person*: An individual, partnership, association, joint stock company, trust, corporation, limited liability company, governmental entity or other entity recognized under Pennsylvania law as a legal person.

1.25. *Public Access Channel*: An Access Channel available for the use by the residents in the Franchise Area on a non-discriminatory basis in accordance with the rules and regulations specified and managed by the LFA.

1.26. *Public Rights-of-Way*: For the purpose of operating and maintaining a Cable System in the Township, the Public Rights-of-Way shall mean the surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.27. *Service Area*: All portions of the Franchise Area where Cable Service is being offered, including any additional service areas.



1.28. *Service Interruption*: The loss of picture or sound on one or more cable service channels.

1.29. *Subscriber or Customer*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.30. *Telecommunications Facilities*: Franchisee's existing Telecommunications Services and Information Services facilities and its Cable System facilities.

1.31. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), which currently states "the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used."

1.32. *Title II*: Title II of the Communications Act, Common Carriers, as amended.

1.33. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended, also known as the "Cable Act," which governs only the provision of Cable Services by Franchisee.

1.34. *Transfer of the Franchise*:

1.34.1. Any transaction in which:

1.34.1.1. an ownership or other interest in Franchisee or the Cable System is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of Franchisee is transferred;

1.34.1.2. at least fifty percent (50%) of the equitable ownership of the Franchisee is transferred or assigned to another Person or group of Persons; or

1.34.1.3. the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

1.34.2. However, notwithstanding subsections 1.34.1.1., 1.34.1.2., and 1.34.1.3., a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.35. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), which currently states "programming provided by, or generally considered comparable to programming provided by, a television broadcast station."

## 2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Communications Act, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service.

2.2. *LFA's Regulatory Authority:* The parties recognize that Franchisee's Cable System is being operated and maintained for the provision of Non-Cable Services. The jurisdiction of LFA over such Telecommunications Facilities is restricted by federal and state law, and LFA does not and will not assert jurisdiction over Franchisee's Non-Cable Services in contravention of those limitations. Therefore, as provided in Section 621 of the Communications Act, 47 U.S.C. § 541, LFA's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of Franchisee's Non-Cable Services to the extent the Cable System is constructed, installed, maintained, or operated for the limited purpose of upgrading and/or extending Franchisee's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever regulatory authority LFA may have under federal and state law with respect to Cable System facilities, including the lawful regulatory authority of LFA over the Public Rights-of-Way.

2.3. *Term:* This Franchise shall become effective on January 1, 2014 (the "Effective Date"). The term of this Franchise shall be ten (10) years from the Effective Date.

2.4. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System.

2.5. *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act and implementing regulations, and the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law. Nothing in this Agreement or franchise shall be construed to prohibit the Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

2.6. *No Waiver:*

2.6.1. The failure of the LFA on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the LFA, nor to excuse Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or performance has been specifically waived in writing.

2.7. *Construction of Agreement:*

2.7.1. The parties agree that this Franchise contains all terms and conditions applicable to this Franchise. In the event of a conflict between any prior oral or written understanding, ordinance, resolution, or agreement and this Franchise, this Franchise shall prevail.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.7.3. Should any change to state law have the lawful effect of materially altering the terms and conditions of this Franchise, making it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modifications shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.8. *Police Powers:* Nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA. However, if the reasonable, necessary and lawful exercise of the police power results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the LFA, provided, however, that Franchisee shall be required to provide LFA with written notice of such termination, with such termination to take effect no sooner than one hundred and eighty (180) days after the provision of such notice, or at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association or other competent arbitration organization that is nationally recognized as such.

2.9. *Permits and General Obligations.* The Franchisee shall be responsible for obtaining all generally-applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity which may result in significant disturbance of public improvements or Public Rights-of-Ways. The approval and issuance of such permits shall not be unreasonably withheld by LFA. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable

quality in accord with FCC technical regulations. All transmission and distribution structures, poles, other lines, and related equipment shall be installed by the Franchisee in accordance with the terms and conditions of this Franchise, the National Electrical Safety Code, the National Electric Code, and any other applicable federal and state laws. Notwithstanding the above, no permit applications or other prior authorization shall be required for standard service installations, routine maintenance, replacement or repair of any above-ground appurtenances such as amplifiers, power supplies, pedestals, or other related equipment on any part of the Cable System.

2.10. *Trimming of Trees and Shrubbery.* The Franchisee shall retain the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense. The Franchisee shall be responsible for any collateral damage caused by such trimming.

### 3. PROVISION OF CABLE SERVICE

#### 3.1 *Service Area:*

3.1.1. *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active Cable System trunk or feeder line. Should, through new construction, an area within the Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsections 3.1.1 and 3.1.2 respectively, Franchisee shall provide Cable Service to such area within six (6) months of receiving written notice from LFA that the density requirements have been met.

3.1.2. *Additional Service Areas:* The Service Area of the Franchisee shall be the entire corporate boundaries of the Township and include any areas annexed to the Township in the future.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, all residential dwelling units that are within one hundred twenty five (125) feet of active Cable Service trunk or feeder lines not otherwise already served by Franchisee's Cable System. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred twenty five (125) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Municipal Buildings:* Subject to Section 3.1, Franchisee shall provide, without charge within the Service Area, one (1) service outlet activated for Basic Service to each municipal building, fire station, police station, and public library, and each public school, and each non-public school that (a.) receives funding pursuant to Title I of the

Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq. and (b.) is considered a Non-public, Non-Licensed Schools under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6702-6721, located in the LFA, as may be designated by LFA in Exhibit B; provided, however, that Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than one hundred twenty five (125) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of one hundred twenty five (125) feet, or of releasing Franchisee from the obligation to provide service to such school or other public building. Furthermore, Franchisee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred twenty five (125) feet of drop cable. In addition to the locations designated on Exhibit B, Franchisee shall provide, without charge, within the Service Area, up to one (1) service outlet activated for Basic Service to any newly-constructed municipal building that meets the conditions set forth in this Section 3.3.

#### **4. SYSTEM FACILITIES**

4.1. *Technical Requirement:* Franchisee shall operate, maintain, construct and extend the Cable System so as to provide high quality signals and reliable delivery of Cable Services for a broad range of video programming services throughout the Franchise Area. The Cable System shall meet or exceed any and all technical performance standards of: the FCC; the National Electrical Safety Code; the National Electric Code; and any other applicable federal laws, as well as state and generally-applicable local laws or regulations, to the extent not in conflict with federal law and regulations, as determined by a Court of competent jurisdiction.

4.2. *System Characteristics:* Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1. The System shall be designed, constructed, and maintained with an analog and/or digital capability with a bandwidth capacity of no less than 750 MHz.

4.2.2. The System shall be designed, constructed and maintained as an active two-way system capable to deliver reliable two-way Cable Services.

4.3. *Interconnection of PEG Transmission Source:* For the purposes of universal PEG Access in the Township, Franchisee shall use a reasonable effort to allow connection by another Cable Operator(s) to the origination site location of any Public, Educational and Governmental access programming transmission source consistent with this Agreement. Such connection may be accomplished by return line or other reasonable method of connection, but shall be separate and independent from, and not technically reliant upon the Franchisee's Cable System.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System.

4.5 *System Design:* The Franchisee shall maintain a Cable System covering the Franchise Area that utilizes fiber optic backbone connections from headend to hubs, hubs to hubs, and hubs to nodes. Franchisee reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Franchise, in accordance with the provisions of this Franchise. Notwithstanding the above, Franchisee agrees that no alteration, adjustment, modification, rebuild, upgrade, redesign, or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System from those that exist on the Effective Date of this Franchise.

## 5. **PEG SERVICES**

### 5.1 *PEG Set Aside; Interconnection:*

5.1.1. In order to contribute to an informed citizenry, Franchisee shall provide the use of capacity on its channel lineup dedicated for Public Access, Educational Access, and Government Access (collectively, "PEG Channels").

5.1.2. In accordance with the provisions herein below, LFA shall be provided the use of channel capacity for one (1) Public Access Channel that LFA may assign for public access purposes, one (1) Educational Access Channel for the purpose of educational use as designated by LFA, and/or one (1) Government Access Channel for exclusive use by the LFA, upon one hundred eighty (180) days' prior written notice by the Township. The PEG Channels shall be used for non-commercial, community programming related to public, educational and/or governmental activities. LFA shall have complete control over the content, scheduling, and administration of the PEG Channels and may delegate such functions, or a portion of such functions, to an appropriate designee. Franchisee shall not exercise any editorial control over PEG Channel programming. If a PEG Channel provided under this Section is not being utilized by LFA, Franchisee may utilize such PEG Channel, in its sole discretion, after providing (1.) no less than sixty (60) days written notice to the LFA, and (2.) upon receiving approval by the LFA. In the event that the LFA requests the full utilization of the access channel being programmed by the Franchisee, in full or in part, the Franchisee shall relinquish such use no later than sixty (60) days after receipt from the Township of written notification that the LFA requires such channel use for Public, Educational, and/or Government access.

5.1.3. LFA shall comply with the law regarding the non-commercial use of PEG Channels.

5.1.4. Franchisee shall use a reasonable effort to allow connection by another cable operator(s) to the site location of any public, educational and governmental access programming transmission source consistent with Section 4.3 in this Agreement.

5.2 *Indemnity for PEG.* LFA or its designee shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and LFA or its designee from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with



claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which results from the use of a PEG facility or Channel. LFA or its designee shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. §531, which currently states:

(a) A franchising authority may establish requirements in a franchise with respect to the designation or use of channel capacity for public, educational, or governmental use only to the extent provided in this section.

(b) A franchising authority may in its request for proposals require as part of a franchise, and may require as part of a cable operator's proposal for a franchise renewal, subject to section 546 of this title, that channel capacity be designated for public, educational, or governmental use, and channel capacity on institutional networks be designated for educational or governmental use, and may require rules and procedures for the use of the channel capacity designated pursuant to this section.

(c) A franchising authority may enforce any requirement in any franchise regarding the providing or use of such channel capacity. Such enforcement authority includes the authority to enforce any provisions of the franchise for services, facilities, or equipment proposed by the cable operator which relate to public, educational, or governmental use of channel capacity, whether or not required by the franchising authority pursuant to subsection (b) of this section.

(d) In the case of any franchise under which channel capacity is designated under subsection (b) of this section, the franchising authority shall prescribe: (1.) rules and procedures under which the cable operator is permitted to use such channel capacity for the provision of other services if such channel capacity is not being used for the purposes designated, and (2.) rules and procedures under which such permitted use shall cease.

(e) Subject to section 544(d) of this title, a cable operator shall not exercise any editorial control over any public, educational, or governmental use of channel capacity provided pursuant to this section, except a cable operator may refuse to transmit any public access program or portion of a public access program which contains obscenity, indecency, or nudity.

## **6. FRANCHISE FEES**

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each first, second, and third calendar quarter, and sixty (60) days following the end of the year. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and the

last day of February (for the fourth quarter). In the event that any Franchise fee payment is not made on or before the applicable dates, then interest shall be added at the annual rate of six percent (6%) of the amount of Franchise fee revenue due to LFA. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise fee remittances within 90 days following the close of the calendar year for which such payments were applicable.

6.2. *Supporting Information:* Within ten (10) days of each franchise fee payment described in Section 6.1 above, Franchisee shall provide brief report showing the basis for the computation of the Franchise fee payment that shall be prepared by a qualified representative authorized by Franchisee to prepare and certify the report. The report shall be certified by such representative to be true and correct.

6.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for commencing any action for recovery of any Franchise fee payable hereunder shall be three (3) years from the end of the calendar year in which payment by Franchisee is due.

6.4. *Bundled Services:* If Cable Services subject to the Franchise fee required under this Section 6 are provided to Subscribers in conjunction with Non-Cable Services, the Franchise fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders and generally accepted accounting principles, and applicable laws and regulations.

6.5. *Franchise Fee Audits:*

6.5.1. Upon thirty (30) days' prior written notice, LFA may conduct a Franchise Fee audit of the Franchisee's books and records during the Term, but no more than once every three (3) years. During any audit period, LFA may commence an audit of Franchisee's books and records related to the computation and payment of Franchise Fees for the portion of the calendar year preceding the audit in addition to the three (3) prior calendar years. Notwithstanding the foregoing, LFA may commence an audit within thirty (30) days of its final Franchise fee payment in order to audit books and records pertaining to the time period not encompassed by any previous audit period with respect to the final three (3) years of the Term. All records reasonably necessary for any such audit shall be made available by Franchisee to LFA.

6.5.2. Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that Franchisee underpaid any Franchise fee payment by five percent (5%) or more, then Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit; provided, however, that Franchisee shall not be required to reimburse LFA for costs exceeding \$5,000 for each audit.

6.5.3. If the results of an audit indicate an overpayment or underpayment of Franchise fees, the parties agree that such overpayment or underpayment shall be returned to

the proper party within forty-five (45) days; provided, however, that Franchisee shall be required to remit underpayments to LFA together with interest at five percent (5%) of the amount correctly due from the date such underpayment would have been due.

6.5.4. Any auditor employed by LFA shall be a Certified Public Accountant and shall not be permitted to be compensated on a success based formula, *e.g.*, payment based on an underpayment of fees, if any.

6.5.5. Upon written request, the Franchisee shall furnish LFA with a statement within ninety (90) days of the close of the calendar year, prepared by a Certified Public Accountant or a financial representative of Franchisee that confirms and validates the total amount of Gross Revenue and all payments and computations related to the franchise fee for the previous calendar year.

## **7. CUSTOMER SERVICE**

Customer Service Requirements are set forth in Exhibit C, which shall be binding unless amended by written mutual consent of the parties.

## **8. REPORTS AND RECORDS**

8.1 *Open Books and Records:* Upon no less than thirty (30) days written notice to the Franchisee, the LFA shall be authorized to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area, or any such information or records which Franchisee reasonably deems would provide an unfair advantage for Franchisee's competitors (*e.g.*, system design maps, engineering plans, marketing strategy, programming contracts, etc.). The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the Franchise and marked by Franchisee as confidential and/or proprietary, the Township shall notify Franchisee of such request. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551, nor provide information which is not relevant to regulation of the franchise (*e.g.*, employee files, tax returns, etc.).

8.2 *Records Required:* Franchisee shall at all times maintain:

8.2.1. Records of all written complaints for a period of one (1) calendar year after receipt by Franchisee. Complaints recorded will be limited to service requests requiring an internal work order or employee service call (“truck roll”);

8.2.2. Records of significant outages for a period of one (1) calendar year after occurrence, indicating date, duration, area, , type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of one (1) calendar year after resolution by Franchisee, indicating the general nature of service calls and summary descriptions of the resolution action taken; and

8.2.4. A “strand map” showing the area of coverage for the provisioning of Cable Services.

9. **INSURANCE AND INDEMNIFICATION**

9.1. *Insurance:*

9.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of one million and 00/100 dollars (\$1,000,000.00) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee’s Cable Service business in the LFA.

9.1.1.2. Automobile Liability Insurance in the amount of one million dollars and 00/100 dollars (\$1,000,000.00) combined single limit for bodily injury and property damage coverage.

9.1.1.3. Workers’ Compensation Insurance meeting all legal requirements of the Commonwealth of Pennsylvania.

9.1.1.4. Employers’ Liability Insurance in the following amounts: (A) Bodily Injury by Accident: One hundred thousand and 00/100 dollars (\$100,000.00); and (B) Bodily Injury by Disease: One hundred thousand and 00/100 dollars (\$100,000.00) employee limit; five hundred thousand and 00/100 dollars (\$500,000.00) policy limit.

9.1.2. The LFA shall be designated as an additional insured under each of the insurance policies required in this Article 9 of this Agreement except Worker’s Compensation and Employer’s Liability Insurance.

9.1.3. Franchisee shall not cancel any required insurance policy without submitting documentation to the LFA verifying that the Franchisee has obtained alternative insurance in conformance with this Agreement.

9.1.4. Each of the required insurance policies shall be with sureties qualified to do business in the Commonwealth of Pennsylvania, with an A-minus VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5. Upon written request, Franchisee shall deliver to LFA Certificates of Insurance showing evidence of the required coverage within thirty (30) days.

9.1.6. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, any policy or policies of insurance maintained by Franchisee shall (i) contain waiver of subrogation clause with regard to LFA and any of its officials, officers, agents, employees and contractors and (ii) be primary as to all claims thereunder and provide that any insurance carried by LFA is not in excess of and is non-contributing with any insurance requirement of Franchisee hereunder.

## 9.2. *Indemnification:*

9.2.1. Franchisee agrees to indemnify, save and hold harmless, and defend the LFA, and its officials, officers, agents, boards, employees, and independent contractors from and against any liability for damages, claims, judgments, suits, and awards resulting from tangible property damage or bodily injury (including accidental death) or financial loss, to the extent proximately caused by Franchisee's negligent construction, operation, or maintenance of its Cable System, provided that the LFA shall give Franchisee written notice of LFA's request for indemnification within (a.) thirty (30) days of receipt of a claim or action pursuant to this subsection and (b.) ten (10) days following service of legal process on LFA or its designated agent of any action related to this Subsection. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors, LFA's own acts of negligence, willful misconduct, LFA's breach of obligation under the Franchise Agreement, or negligence of LFA, its elected and appointed officials, officers, agents, boards, and employees, or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access, or EAS, or the distribution of any Cable Service over the Cable System

9.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 9.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with LFA, Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement.

9.2.3. LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability, or claims resulting from or arising out of the willful misconduct or negligence of the LFA. LFA shall provide the defense of any claims

brought against Franchisee by selecting counsel of LFA's choice to defend the claim, subject to the consent of Franchisee, which shall not unreasonably be withheld.

9.2.4. The LFA shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law.

## **10. TRANSFER OF FRANCHISE**

10.1. *Transfer*: Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. Franchisee shall make written application to LFA of any Transfer and shall provide information required by FCC Form 394 and any other applicable law regarding transfer or assignment. Within thirty (30) days of receiving a request for consent, LFA shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. LFA shall have one hundred twenty (120) days from the receipt of all required information to take action on the Transfer application at a lawfully advertised public hearing. If LFA has not taken action on the Franchisee's request for consent at a public hearing within one hundred twenty (120) days after receiving such request, consent shall be deemed given. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.36 above.

## **11. RENEWAL OF FRANCHISE**

11.1. *Governing Law*: The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, 47 U.S.C. § 546.

11.2. *Needs Assessments*: In addition to the procedures set forth in said Section 626 of the Cable Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee has adequate time to submit a proposal under Section 626 and complete renewal of the Franchise prior to expiration of its term.

11.3. *Informal Negotiations*: Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, in accordance with Section 626 (h) of the Cable Act, the LFA and Franchisee may mutually agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

11.4. *Consistent Terms*: Franchisee and the LFA consider the terms set forth in this Article 11 to be consistent with the express provisions of Section 626.

## 12. ENFORCEMENT AND TERMINATION OF FRANCHISE

12.1. *Notice of Noncompliance:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing by certified mail, return receipt requested, of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice"). If LFA does not notify Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of LFA hereunder or pursuant to applicable law.

12.2. *Franchisee's Right to Cure or Respond:* Franchisee shall have thirty (30) days from the receipt of written notice in the case of the failure of the Franchisee to pay any sum or other amount due the LFA under this Agreement, and forty-five (45) days in all other cases, from receipt of the written Noncompliance Notice to: (i.) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii.) cure such noncompliance; or (iii.) in the event that, by its nature, such noncompliance cannot be cured within such forty-five (45) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, LFA shall provide written confirmation that such cure has been effected.

12.3. *Written Notice From LFA:* In the event that Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within the applicable cure period pursuant to Section 12.2 above or the date projected pursuant to Section 12.2(iii) above, if the LFA seeks to continue its investigation into the alleged noncompliance, then the LFA shall provide Franchisee with written notice thereof. Such written notice shall set forth the reasons why LFA believes that Franchisee has not cured the default and shall set forth LFA's proposed action which may include the following:

12.3.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

12.3.2. Commence an action at law for monetary damages or seek other equitable relief; or

12.3.3. In the case of a substantial noncompliance with a material provision of this Franchise, initiate proceedings to revoke the Franchise in accordance with Section 12.4.

12.4 *Public Hearing; Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth in Section 12.3, the Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek revocation of the Franchise at an advertised public hearing during a regularly scheduled and properly noticed public meeting pursuant to the schedule announced at LFA's annual organizational meeting as required by 65 Pa.C.S. § 709(a); provided, however, the LFA

shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice by certified mail, return receipt requested, specifying the time and place of such hearing and stating its intent to revoke the Franchise; provided also, however, the LFA shall provide public notice of the meeting as defined in 65 Pa.C.S. § 703, which shall include the fact that revocation proceeding of the Franchise will be an agenda item at the public meeting, at least fourteen (14) days prior to such public hearing. Such public hearing shall afford Franchisee due process and full opportunity to be heard, including the ability to respond to any notice of alleged noncompliance in the Noncompliance Notice in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania.

12.4.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made.

12.4.2. Following the public hearing described above in this Section 12.4, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i.) whether an event of default has occurred under this Franchise; (ii.) whether such event of default is excusable; and (iii.) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to affect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee within thirty (30) days a written determination setting forth the LFA's findings of fact and reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA de novo to the extent permitted by law. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within forty-five (45) days, to the extent permitted by law, of Franchisee's receipt of the written determination of the LFA.

12.4.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

### **13. MISCELLANEOUS PROVISIONS**

13.1. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

13.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.



13.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. Such change in law or regulation may be evidenced by legislative or regulatory action, or by issuance of a ruling or interpretation by the FCC or a court of competent jurisdiction, but only after all applicable appeals (if any) have been exhausted or all applicable appeal periods have passed (whichever occurs first). In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

13.4. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

13.5. *Good Faith Error.* The parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

13.6. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, certified mail (return receipt requested) postage prepaid, or via reputable courier service to the addressees below. Each party may change its designee by providing written notice to the other party.

13.6.1. Notices to Franchisee shall be mailed to:

Comcast  
5 Bellecor Drive  
New Castle, DE 19720  
Attention: Government Affairs Director

13.6.2. with a copy to:

Comcast Cable  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19103-2838  
Attention: Government Affairs Department

13.6.3. Notices to the LFA shall be mailed to:

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

13.7. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and supersedes all prior or contemporaneous agreements, representations or understanding (written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

13.8. *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties.

13.9. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.10. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

13.11. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.12. *Modification:* This Franchise shall not be modified except by written instrument executed by both parties.

13.13. *Cable System Transfer Prohibition:* Under no circumstance including, without limitation, upon revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's Cable System including, without limitation, any capacity used for Cable Service, Non-Cable Service, or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the Cable System or to relocate the Cable System or any portion thereof as a result of revocation, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services.

13.14. *Independent Review:* LFA and Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s)

shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

13.15. *No Third-Party Beneficiaries.* Nothing in this Franchise is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.

13.16. *Venue:* Without waiving any right to bring or remove an action in either State or Federal Court, venue for any dispute between LFA and Franchisee under this Agreement shall rest in the Court of Common Pleas of Chester County, Pennsylvania or, if one or more of the issues within such dispute shall constitute a Federal question, then venue shall rest in the United States District Court for the Eastern District of Pennsylvania.

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2014.

TOWNSHIP OF EAST GOSHEN

\_\_\_\_\_  
By: E. Martin Shane, Chairman  
Board of Supervisors

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

\_\_\_\_\_  
By: LeAnn Talbot  
Title: Regional Senior Vice President

COMCAST OF PENNSYLVANIA, LLC

\_\_\_\_\_  
By: LeAnn Talbot  
Title: Regional Senior Vice President

**EXHIBITS:**

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE  
SERVICE

EXHIBIT B – SERVICE AREA

EXHIBIT C – CUSTOMER SERVICE STANDARDS

## **EXHIBIT A**

### **MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE**

Township Building  
1580 Paoli Pike  
West Chester, PA

Public Works Annex  
1570 Paoli Pike  
West Chester, PA

Blacksmith Shop  
1600 East Boot Road  
West Chester, PA

Goshen Fire Company  
1320 Park Avenue  
West Chester, PA

East Goshen Elementary School  
800 North Chester Road  
West Chester, PA

Ridley Creek Sewer Treatment Plant  
1751 Towne Drive  
West Chester, PA

## EXHIBIT B

### SERVICE AREA

The service area is shown in the map set forth below.

NEED TO ADD  
TWP MAP A

## **EXHIBIT C**

### **CUSTOMER SERVICE STANDARDS**

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise area.

#### **SECTION 1: DEFINITIONS**

A. *Respond*: Franchisee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. *Significant Outage*: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

C. *Service Call*: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. *Standard Installation*: Installations where the subscriber is within one hundred twenty five (125) feet of signal active Cable Service trunk or feeder lines.

#### **SECTION 2: TELEPHONE AVAILABILITY**

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to respond to customer telephone inquiries during Normal Business Hours. Excluding conditions beyond its control, Franchisee must respond to Service Interruptions within twenty-four (24) hours after the interruption becomes known.

B. After Normal Business Hours, Franchisee may use an automated response system such as an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. Inquiries received after Normal Business Hours must be responded to by a Franchisee representative on the next business day.

C. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a quarterly basis.

D. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

E. Notwithstanding the performance criteria of Section 2. A through D above, Franchisee shall not be required to acquire equipment or perform surveys to measure compliance

with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply.

### **SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS**

A. All installations will be in accordance with FCC rules, the National Electric Code, and the National Electrical Safety Code, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after an order is placed. Unless defined otherwise in the Franchise, "Standard Installations" are those aerial installations that are located up to one hundred one hundred twenty-five (125) feet from the existing distribution system.

C. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment; provided, however, that if a technician is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for Franchisee and the Subscriber.

### **SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES**

A. The Franchisee shall promptly notify the LFA of any Significant Outage of the Cable Service, defined as a discontinuation of Cable Service as defined hereinabove.

B. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, when necessary service interruptions of more than twenty-four (24) hours can be anticipated, Franchisee shall notify Subscribers in advance of such service.

C. Franchisee representatives who are capable of responding to Service Interruptions must be available to respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other cable service problems within the following time frames:

- (1) Within twenty-four (24) hours, including weekends, of receiving subscriber calls respecting Service Interruptions in the Franchise Area.



- (2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the LFA of a Cable Service problem.

E. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of six (6) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem in writing and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

## **SECTION 5: CUSTOMER COMPLAINTS**

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the LFA within seventy-two (72) hours. If the Township is contacted directly about a Subscriber complaint, it shall notify Franchisee promptly and in writing. When Franchisee receives such notification, the time period for Franchisee to respond as required above shall commence. For purposes of this Section, "resolve" means that the Franchisee shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

## **SECTION 6: BILLING**

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes and/or other governmentally imposed fees.

B. Franchisee shall not assess late fees for non-payment of a current bill until at least twenty (20) days have elapsed since the mailing of the bill by Franchisee.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and

- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.
- (4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within thirty (30) days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

G. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the LFA upon written request.

H. Upon written request of the Township, Franchisee shall omit LFA's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

## **SECTION 7: RATES, FEES AND CHARGES**

A. The Township shall retain the right to regulate cable service rates to the full extent permitted by applicable federal law. If LFA is certified to regulate rates, Franchisee shall file all required forms and documentation for any increase in the rates or charges for any basic service or related equipment with the LFA within the time period required by applicable federal law. If required, such documentation shall include FCC Form 1240 for increases in basic service rates, and FCC Form 1205 for increases in rates for subscriber equipment and installation.

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

## **SECTION 8: DISCONNECTION /DENIAL OF SERVICE**

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide

credit history information or refusal to allow the Franchisee to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for Cable Service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by the Franchisee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Franchisee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by the Franchisee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from the Franchisee and to receive Cable Service or other multi-channel video service from another Person or entity.

## **SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS**

A. All Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Franchisee shall be required by Franchisee to wear a clearly visible identification card bearing their name and photograph. In addition, all Franchisee representatives shall be required to wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be required by Franchisee to be clearly identified as such to the public. Specifically, Franchisee vehicles shall have "cable contractor" or the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have such markings (such as a magnetic door sign) indicating they are under contract to work on the Cable System.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a business-like manner.

C. All notices identified in this Section shall be by either:

(1) By any reasonable written means, a separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

D. Pursuant to FCC regulations [47 C.F.R. §76.1603 (c)], Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or promotional offers) and, subject to the foregoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the LFA.

E. Pursuant to FCC regulations [47 C.F.R. §76.1602], Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request:

- (1) Products and Cable Service offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services;
- (3) Installation and maintenance policies;
- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Procedures for resolving billing Complaints;
- (6) Instructions on how to use the Cable Service;
- (7) A notice of Subscriber privacy rights as required by federal law; and
- (8) The address and telephone number of the Franchisee's office to which complaints may be reported.

## **SECTION 10: PRIVACY**

Franchisee shall respect the rights of privacy of every Subscriber and shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. All references to privacy in this Section are subject to the provisions of Public Law 107-56 (October 26, 2001), Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, known as the "USA PATRIOT ACT."

**Rick Smith**

---

**From:** CCATO E-Services <e-services@ccato.ccsend.com> on behalf of CCATO E-Services <e-services@ccato.org>  
**Sent:** Monday, August 18, 2014 10:15 AM  
**To:** rsmith@eastgoshen.org  
**Subject:** CCATO News Brief -- Resolutions



### **CCATO Resolutions**

Please note that beginning in 2014 CCATO will handle resolutions differently than in the past.

First, Resolutions will be voted at the November meeting so that they can be submitted to PSATS for their review and member voting in April.

Second, we will use e-mail both to distribute the form and receive them. The form will also be available on the Resolutions tab at [www.ccato.org](http://www.ccato.org).

Proposed resolutions need to be Received by Monday September 18, 2014 so they may be reviewed by the committee and distributed to the CCATO membership at least thirty (30) days prior to the Fall Conference November 6, 2014.

The resolutions and any questions should be directed to [Resolutions@ccato.org](mailto:Resolutions@ccato.org) and a member of the committee will acknowledge receipt within two business days.

As you may or may not be aware, Resolutions adopted by our County Association are then sent to the State Association for consideration at their annual PSATS Convention. Additionally our resolutions are sent to Montgomery and Bucks County for their possible concurrence.

When adopted by PSATS they become policy for the state association staff in their work with the Legislature. This process is highly effective in working with the legislators.

[Proposed Resolutions Form](#)

Supporting the programs and mission of CCATO as a Platinum Affiliate



A News Brief from CCATO

*Promoting excellence in local government by advocating, educating and facilitating communication for the betterment and quality of life of the citizens of Chester County.*

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

To: Board of Supervisors

From: Mark Miller

RE: Ashleybrooke Estates Escrow release #9

The Township Engineer and I have reviewed the developer's escrow release request number 9 for the following items:

Paving  
Signage

The total request is \$10,988.00 the Township Engineer and I recommend releasing \$10,988.00. The balance after release is \$43,325.10.



PENNONI ASSOCIATES INC.  
CONSULTING ENGINEERS

August 26, 2014

EGOS 0101

Mark Miller, Director of Public Works  
East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

**RE: Ashleybrooke Estates Subdivision – Green Hill Road  
Escrow Release Request #9**

Dear Mark:

Renehan Building Group, Inc. has submitted the above escrow release request in the amount of \$10,988.00.

Approval to release \$10,988.00 of the requested \$10,988.00 is recommended.

The requested release is for *1.5-inch 9.5 MM Asphalt* (\$10,688.00) and *striping and signage* (\$300.00).

Following approval of the recommended release, the total amount released will be \$282,440.95. The total amount remaining in escrow will be \$43,325.10 including \$29,615.10 in the contingency line item.

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

Sincerely,

A handwritten signature in black ink, appearing to read "N. Cline", is written over the word "Sincerely,".

Nathan M. Cline, PE  
**PENNONI ASSOCIATES INC.**  
Township Engineer

cc: Renehan Building Group, Inc. (via email)  
Rick Smith, Township Manager (via email)



**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
1580 PAOLI PIKE  
August 5, 2014 – 7:00pm  
Draft Minutes**

**Present:** Chairman Marty Shane, Vice-Chairman Senya D. Isayeff, and Supervisors Chuck Proctor and Carmen Battavio. Also present were Township Manager Rick Smith, CFO Jon Altshul, and ABC member Erich Meyer (Conservancy Board). Supervisor Janet Emanuel was not present.

**Call to Order & Pledge of Allegiance**

Marty called the meeting to order at 7:00pm and asked Jon Altshul to lead the Pledge of Allegiance.

**Moment of Silence**

Carmen called for a moment of silence to honor the troops and all those in uniform who keep us safe.

**Recording of Meeting**

No one indicated they would be recording the meeting.

**Public Comments on Non-Agenda Items**

Resident *Meredith Baird of 929 St. Andrews Drive, Malvern* was welcomed to the meeting by Marty.

*Pauline Johnson, 1608 Highland Avenue* updated the Board on her situation with her neighbor's debris on her property. She told the Board that she had six to seven truck loads removed. Senya recommended that she keep her receipts. She has to push the debris on the other side away from her fence and is intending on pursuing the issue in civil court. She thanked the Board for all that it has done.

*Dave and Gwen Alexander, 1408 Grand Oak Lane* asked the Board to include their problem with groundwater on their property on the September 2<sup>nd</sup> agenda. According to the Alexander's engineer, their property retains water for the whole neighborhood, due to the repaving in the Grand Oaks development, and not due to a natural spring in their yard.

Rick stated that the Aqua well and chlorine station have been inactive over the past few years, so that may contribute to the water problem on their property. Marty noted that recent storm events have been much more severe than in the past, which may contribute to ground saturation. Senya suggested that the floodplains may have shifted and noted that Temple University recently remapped its floodplains.

The Board agreed to add the Alexander's water issue to the agenda for September 2<sup>nd</sup>.

1  
2 **Chairman's Report**

3  
4 **Comp Plan Task Force Update**

5 Marty stated that Janet informed him the Task Force has updated its schedule.

6  
7 **Westtown-East Goshen Police Dept.'s Citizen's Police Academy**

8 Marty reminded everyone that WEGO is taking applications for the Citizens Police Academy in  
9 September. The classes start on Sept. 4<sup>th</sup> and continue for 12 weeks. The fee is \$27.00

10  
11 **Bryan Delmonte**

12 Marty mentioned that Bryan Delmonte has been very ill and has resigned from the Conservancy  
13 Board. He praised Bryan for his dedication to the Township over the past 30 years and asked  
14 Rick to write him a letter thanking him on behalf of the Township.

15  
16 **Police/EMS Report**

17  
18 Carmen stated that between July 10<sup>th</sup> and 18<sup>th</sup>, he and Mark Gordon met with a homeowner on  
19 the 1600 block of Manley Rd. There is a concern for the safety of the elderly couple who lives  
20 there. At the time, the homeowner was unwilling to allow Carmen inside for an inspection. Her  
21 husband is currently in a nursing home recovering from a fall. On 7/30/14 three smoke detectors  
22 were installed at the home and the homeowner was advised on the procedures if the alarms  
23 should go off.

24  
25 On July 11<sup>th</sup>, Carmen called the sprinkler contractor for Metropolitan Properties. The contractor  
26 had requested a change in a fire department fitting. Carmen advised him that without Code  
27 Enforcement approval, the contractor can only install the type of fitting stated in the plan.

28  
29 Carmen commented on the fireworks display at 961 Cornwallis Drive, for which a fireworks  
30 permit was issued. He visited the site on the evening of the display and all things were in order.  
31 He suggested that the Planning Commission begin drafting a Fireworks ordinance.

32  
33 **Old Business**

34  
35 **Consider Kirby, 205 Line Rd. – Pipe Replacement**

36  
37 As was previously discussed at the May 6 meeting, Mr. Kirby is requesting to replace a single  
38 36" pipe with two 48" pipes below Line Road from his property in Willistown, at his expense.  
39 However, doing so will increase stormwater runoff on the East Goshen side of Line Road. Rick  
40 referred to an email from Nathan Cline of Pennoni recommending that Mr. Kirby apply for a  
41 road permit through PennDOT. During the permitting process, the impact of potentially  
42 detrimental stormwater runoff on the East Goshen side of the road would be measured.

43  
44 Marty, Carmen and Senya all indicated that they were resistant to allowing Mr. Kirby to apply  
45 for a PennDOT permit prior to knowing what the extent of the potential erosion might be. They

1 directed Rick to follow up with Nathan Cline and Denny Howell (Mr. Kirby's engineer) to  
2 identify the potential impact prior to taking further action.

3  
4 **Consider amending Township Code to allow open burning.**

5  
6 The Board reviewed the proposed amendments to the burning ordinance that Rick had drafted.

7  
8 Senya asked that there be clarity regarding whether multiple adjacent property owners who  
9 collectively own over 5 acres could have an open burn together. Marty indicated that there  
10 should be a limit on the number of adjacent property owners who can have an open burn together  
11 (e.g. 2 or 3), as there is a big difference between developments with larger lots and those with lot  
12 sizes of an acre or less.

13  
14 Senya asked for clarification about the definition of "clean wood" in the ordinance. Rick  
15 explained that the category does not include pre-treated or composite lumber or wood that has  
16 been painted or varnished, any of which may become toxic when burned.

17  
18 Senya noted that the proposed amendments would prohibit campfires after midnight and  
19 indicated that midnight is typically the time when outdoor parties are most festive. Rick  
20 indicated that he would revise the time to 2:00am.

21  
22 As a resident of a development with smaller lots, Chuck expressed concern about possible smoke  
23 problems from campfires and patio wood-burning units. He indicated that fires in his  
24 neighborhood can create a nuisance if he leaves his windows open at night. Carmen noted that  
25 regardless of any other provisions in the burning ordinance, any fire that causes a nuisance to  
26 residents is prohibited. Chuck indicated that allowing campfires or patio wood burning units to  
27 be 20 feet from a property line was probably not far enough from neighboring houses. Rick  
28 indicated that he would amend the distance to 40 feet.

29  
30 The Board discussed whether there should be a minimum lot size for campfires and patio wood  
31 burning units. A consensus was reached that provided that the 40 foot setback provision was  
32 followed, no minimum acreage requirement was necessary.

33  
34 **Consider PECO substation in East Goshen Township**

35  
36 Marty was concerned that we have not yet heard back from PECO regarding the landscaping at  
37 the PECO substation at North Chester and Strasburg Roads. Senya said we should make another  
38 call to Greg Cary at PECO before reporting the issue to the PUC. Marty said he will make the  
39 call.

40  
41 **New Business**

42  
43 **Consider recommendation for award of Post and Rail Fence Bid**

44  
45 One bid for post and rail fence to go along Paoli Pike by the old Park entrance was submitted in  
46 the amount of \$12,000 by Pro Max Fence Systems.

1  
2 Senya stated that although the fatal accident that occurred along Paoli Pike earlier this year was  
3 most unfortunate, installing a fence to prevent future accidents was probably overkill. He  
4 estimated that 55 million passenger trips had been taken along this stretch of Paoli Pike without  
5 incident since the Park was opened prior to this accident. Chuck indicated that it would be much  
6 less expensive and just as effective to install a few signs indicating "Please Cross at Crosswalk"  
7 or "Do Not Cross" in the area just west of the old entrance.

8  
9 Senya made a motion to reject the bid and put up signs instead. Chuck seconded the motion.  
10 There was no further discussion and no public comment. The Board voted unanimously to  
11 approve the motion.

### 12 13 **Consider WEGO Accreditation**

14  
15 Marty noted that there are two components to the request from Chief Bernot regarding the  
16 accreditation of WEGO by the Pennsylvania Law Enforcement Accreditation Commission  
17 (PLEAC): 1) the actual accreditation and 2) the updating of all operating procedures for  
18 WEGO's 125+ policies.

19  
20 Senya had concerns that this arrangement presented a conflict of interest for Joseph Blackburn,  
21 whose firm (Blackburn Strategies) was coordinating with the accreditation consulting firm (the  
22 Rodgers Group), while simultaneously serving as the Accreditation and Training Coordinator for  
23 The Pennsylvania Chiefs of Police Association. While Senya agreed that the policies needed to  
24 be updated, he did not feel comfortable with WEGO contracting with the Rodgers Group.

25  
26 Carmen mentioned that Chief Bernot was going to ask Chief Blackburn not to participate. He  
27 also indicated that he was in favor of WEGO getting accredited to potentially lower insurance  
28 premiums and because becoming accrediting may become even more difficult in the future.

29  
30 Marty noted that there were four options before the Board: 1) doing nothing; 2) updating the  
31 policies and procedures, but not pursuing accreditation; 3) updating the policies and pursuing  
32 accreditation through PLEAC; or 4) updating the policies and pursuing accreditation through the  
33 national Commission on Accreditation for Law Enforcement Agencies, which would be much  
34 more expensive than accreditation through PLEAC.

35  
36 Carmen suggested that the Board vote on two separate issues: 1) authorizing WEGO to contract  
37 with PowerDMS for a system that will allow WEGO to electronically manage its policies and 2)  
38 authorizing the Rodgers Group to assist with the accreditation process. However, Senya  
39 indicated that the system offered by PowerDMS was just a document management system and  
40 that it wouldn't automatically update WEGO's policies and procedures.

41  
42 Carmen made a motion that the Board accept the recommendation of Chief Bernot and the two  
43 Township Managers and to authorize WEGO to proceed with accreditation. Chuck seconded the  
44 motion. There was no further discussion or public comment. The motion passed 3-1. Senya voted  
45 nay, noting his reservations about the conflict of interest with Joseph Blackburn.

1  
2 **Consider amending Township Code to regulate drones.**

3  
4 Senya referenced a number of recent news stories regarding safety and privacy concerns that the  
5 use of non-military aerial drones have raised in communities throughout the country. He  
6 indicated that drones operating in the Township should be registered with the Township and  
7 insured in the event of an accident. Senya then made a motion to direct Township staff to draft  
8 an ordinance to regulate drones. Carmen seconded the motion. Chuck suggested that we  
9 carefully define what we mean by a “drone” and noted that there is likely to be some altitude at  
10 which municipalities cannot regulate drones. Resident Meredith Baird indicated that she would  
11 like the ordinance to address noise and privacy concerns. The motion passed 4-0.

12  
13 **Any Other Matter**

14 None

15  
16 **Review of Minutes and Corrections**

17 The Board reviewed the draft minutes of July 15. Marty stated that the minutes would stand  
18 approved as corrected.

19  
20 **Treasurer’s Report & Expenditure Register Report**

21 *See attached Treasurer’s Report for July 31, 2014.* The Board reviewed the Treasurer’s Report  
22 and the current invoices. Carmen moved to graciously accept the Treasurer’s Report and the  
23 Expenditure Register Report as recommended by the Treasurer, to accept the receipts and to  
24 authorize payment of the invoices just reviewed. Chuck seconded the motion. There was no  
25 further discussion and no public comment. The Board voted unanimously to approve the motion.

26  
27 **Review Action List**

28  
29 **The Comp Plan**—Rick noted that the Board would review Chapter 3 (Land Use) later in the  
30 meeting. He also noted that the Planning Commission is or soon will be working on the  
31 following:

- 32 1. LED sign regulations  
33 2. Fireworks regulations  
34 3. Township regulation of pipelines  
35 4. Drones

36  
37 **Open Space Plan**—Rick indicated that there is no update on the Open Space Plan since the last  
38 update.

39  
40 **Hershey Mill Dam**—Rick noted that we have now received the permit from the Department of  
41 Environmental Protection for the modification of Hershey’s Mill Dam.

42  
43 **Correspondence & Reports of Interest**

44  
45 Marty acknowledged the following letters and reports:

- 1) Letter from Applebrook Golf Club Board of Directors and employees thanking East Goshen for the fantastic fireworks display.
- 2) Letter from DA DEP regarding the Hershey Mill Dam Permit. Carmen asked whether Neil DeReimer's Friends of Hershey Mill Dam group would now begin to fundraise. Rick suggested they wait until after construction bids have been received so they know exactly how much money they should try to raise.
- 3) Sunoco Remedial Action Progress Report on July 16, 2014..
- 4) Letter from Leanne Corba regarding 1423 Garrett Lane, and Mark Gordon's response.

#### **Public Comment**

None

#### **Review Chapter 3 (Land Use) of the Updated Comprehensive Plan**

The Board reviewed the draft of Chapter 3 Land Use of the Comprehensive Plan. Senya expressed dissatisfaction with how the chapter was written and suggested that we may want to engage another consultant. He noted that parts of the narrative for Objective 3.2 were not applicable to East Goshen. Carmen stated that the first sentence of the narrative for Goal 3 was poorly written. The Board discussed the pros and cons of terminating the contract with Brandywine and hiring a new consultant. It was the consensus of the Board continue the current process and to defer a decision until the full Board was present.

#### **Adjournment**

There being no further business, the regular meeting was adjourned at 10:00pm.

Barbara Phillips

Recording Secretary

*Attachments: Treasurer's Report*

July 31, 2014

**TREASURER'S REPORT  
2014 RECEIPTS AND BILLS**

**GENERAL FUND**

Real Estate Tax	\$2,179.11
Earned Income Tax	\$61,700.00
Local Service Tax	\$5,900.00
Transfer Tax	\$59,453.17
General Fund Interest Earned	\$2,493.20
Total Other Revenue	\$56,284.55
<b>Total Receipts:</b>	<b>\$188,010.03</b>

Accounts Payable	\$106,140.64
<b>Electronic Pmts:</b>	
Health Insurance	\$42,169.02
Credit Card	\$2,286.63
Postage	\$0.00
Debt Service	\$16,494.05
Payroll	\$154,673.08
<b>Total Expenditures:</b>	<b>\$321,763.42</b>

**STATE LIQUID FUELS FUND**

Receipts	\$4,396.01
Interest Earned	\$0.00
<b>Total State Liquid Fuels:</b>	<b>\$4,396.01</b>

Expenditures:	\$0.00
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**SINKING FUND**

Interest Earned	\$5,005.24
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Expenditures:	\$6,917.98
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**TRANSPORTATION FUND**

Interest Earned	\$0.00
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Expenditures:	\$0.00
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**SEWER OPERATING FUND**

Receipts	\$180,161.50
Interest Earned	\$0.00
<b>Total Sewer:</b>	<b>\$180,161.50</b>

Accounts Payable	\$269,576.98
Debt Service	\$33,951.29
Credit Card	\$0.00
<b>Total Expenditures:</b>	<b>\$303,528.27</b>

**REFUSE FUND**

Receipts	\$64,915.73
Interest Earned	\$0.00
<b>Total Refuse:</b>	<b>\$64,915.73</b>

Expenditures	\$24,805.81
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**SEWER SINKING FUND**

Interest Earned	\$0.00
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Expenditures	\$0.00
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**OPERATING RESERVE FUND**

Receipts	\$0.00
----------	--------

Expenditures	\$0.00
--------------	--------

**Events Fund**

Receipts	\$0.00
----------	--------

Expenditures	\$0.00
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**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
1580 PAOLI PIKE  
August 19, 2014 – 7:00pm  
Draft Minutes**

**Present:** Vice-Chairman Senya D. Isayeff, and Supervisors, Chuck Proctor and Janet Emanuel. Also present were Township Manager Rick Smith, CFO Jon Altshul, and ABC member Erich Meyer (Conservancy Board). Chairman Marty Shane and Supervisor Carmen Battavio were not present.

**Call to Order & Pledge of Allegiance**

Senya called the meeting to order at 7:30pm and asked Chuck Proctor to lead the Pledge of Allegiance.

**Moment of Silence**

Senya called for a moment of silence to honor the troops and all those in uniform who keep us safe. Senya also asked that we remember Doctor Robert White, a member of the West Goshen Board of Supervisor who was tragically killed last week.

**Recording of Meeting**

No one indicated they would be recording the meeting.

**Chairman's Report**

Senya reminded everyone that all votes taken would have to be unanimous in order for a motion to pass since only three members of the Board were present.

Senya reported that the Township has requested a six month extension with the Chester County Planning Commission for the Comp Plan Update.

Senya also announced that the Township's 2015 minimum municipal obligations were as follows:

- \$53,364 for the Fire Pension Plan;
- \$0 for the Township Non-Uniformed Pension Plan;
- \$83,037 for the Township Non-Uniformed Defined Contribution Pension Plan; and
- \$9,500 for the Police Commission Non-Uniformed Defined Contribution Pension Plan.

**Police/EMS Report**

Chief Bernot noted that WEGO is still accepting applications for the Citizen's Academy. She also warned residents about the following scams that are occurring:

1. A person will call to tell you there is a problem with your computer. They will get into your computer system, retrieve personal information then lock you out of it. Eventually, they usually ask for a fee to unlock your system.



2. The Granny Scam – a person will call pretending to be your grandchild or a police officer holding your grandchild. That person will ask for money for bail.
3. Lottery winner scam where the person is asking for money up front to collect your winnings.
4. Someone pretending to be from the IRS calling about back taxes over the phone.
5. Someone calling from “Out-of-State” telling you that they believe someone has stolen your identify and to confirm your Social Security number.

Chief Bernot urges everyone to share this information.

She also noted that thefts from autos have become more prevalent and urged residents to keep car doors locked.

### **PECO Goshen Substation Landscaping**

Senya apologized for the fact that Greg Cary from PECO would not be present due to a death in the family to discuss the concerns originally raised by Ed Davidson in January. Senya noted that this issue will have to be postponed until the September 2<sup>nd</sup> meeting.

*Mr. Ed Davidson, 9 Oak Tree Lane, Malvern*, who owns the property at 1603 East Strasburg Road, reviewed the promises made by PECO 25 years ago. He said that PECO said that the substation would not have an adverse effect on the homes on Strasburg Rd. and that there would be absolutely no impact on the value of the homes in the area. They also said that the control building will be out of sight of the road. Mr. Davidson asked the Board to push PECO to keep its promises.

### **Fast Food Restaurant with Drive-Through Service Zoning Amendment**

*Patrick McKenna, Gawthrop Greenwood, PC*, represented Abjibapa Enterprises LLC, which would like to open a Dunkin Donuts with a drive-thru window at the site of the old Citadel Bank in the Goshen Village Shopping Center. Pat handed out the revised plans for the garbage area and discussed the landscaping around the proposed menu board.

Pat discussed his client’s petition to amend the Zoning Ordinance to permit a fast food restaurant with drive-through service as conditional use. The amendment would permit Abjibapa Enterprises to submit a conditional use application for a Dunkin Donuts in the shopping center. Pat also has requested an increase in the size of the signs and to allow signs to be on both sides of the building instead of just one. Senya asked about the size of the signs. Pat said that they would like to be able to increase the sign size by 2 square feet. He also mentioned that all signs will be turned off after business hours.

Chuck had concerns about five parking spaces in the top right corner of the plans that should be eliminated for traffic safety reasons. Pat said that it should not be a problem to eliminate those spaces.

*Chris Williams, McMahon, Transportation & Planners* discussed a traffic impact study prepared on behalf of Abjipapa Enterprises, LLC regarding the possible impact of traffic on the shopping center and the adjoining streets. Mr. Williams mentioned that the study does not take into account the traffic when school is in session.

1  
2 Mr. Williams compared the different intersections into the shopping center as well as traffic in  
3 the shopping center itself. These flows were studied during peak and non-peak hours. He also  
4 estimated the quantity of pass-by trips and new trips to the proposed store and their effect on the  
5 traffic in the area.

6  
7 The study showed that safe and efficient access to and from the proposed Dunkin Donuts can be  
8 provided and the traffic can be accommodated.

9  
10 Pat also noted that several tenants of the shopping plaza had informally voiced their support for  
11 the Dunkin Donuts, as it would likely result in more sales at their businesses. Chuck asked Pat if  
12 these businesses could provide letters of support for the project. Pat indicated that this shouldn't  
13 be a problem.

14  
15 Chuck motioned to accept the petition and directed Rick to ask our solicitor to draft a proposed  
16 ordinance. Janet seconded the motion. The motion passed unanimously.

17  
18 **Consider recommendation to close out the Applebrook Preserve Escrow**

19 Rick explained that our engineer recommended that we release the Pulte Group's performance  
20 bond for Applebrook Preserve. Rick said that he and Mark Miller agreed with Pennoni's  
21 assessment.

22  
23 Senya noted that the Homeowner's Association had not been copied on Pennoni's  
24 recommendation and asked whether the Township had received any assurance from homeowners  
25 that Pulte's work at the development was in fact completed to their satisfaction.

26  
27 *Bill Creeger, representing the Pulte Group*, said he has worked very closely with Jim DeHaven,  
28 the President of the Applebrook Preserve Homeowners' Association.

29  
30 Senya asked Mr. Creeger to provide some sort of documentation or letter from the HOA attesting  
31 to its position on the matter before the Board would release the performance bond, which Mr.  
32 Creeger stated he would do.

33  
34 **Financial Report**

35 Jon Altshul reviewed the July financial report. As of July 31, 2014, the general fund had year-to-  
36 date revenues of \$6,198,536 compared to expenses of \$5,570,846 for a positive variance of  
37 \$627,690, excluding pass through accounts. Compared to the YTD budget, revenues were  
38 \$156,838 over-budget, while expenses were \$251,918 over-budget for a negative budget  
39 variance of \$95,080. He also explained that the general fund is on track to end the year with a  
40 slight deficit of \$9,757.

41  
42 Jon also mentioned that Community Day was under funded by over \$19,000 due to low fund  
43 raising by Friends of East Goshen.

44  
45 **Review draft burning ordinance**

1 Chuck moved to accept the changes to the draft burning ordinance. Janet seconded the motion.  
2 The motion passed unanimously. A public hearing to amend the ordinance will be held on  
3 September 16.  
4

5 **Consider adoption of Resolution 2014-121 approving Act 537 Plan Amendment for the**  
6 **Reservoir Road Pump Station**

7 Rick explained that this resolution will allow us to begin the planning process for constructing a  
8 new pump station at the intersection of Reservoir and Strasburg Roads to divert 300,000 gallons  
9 a day to the Ridley Creek sewer plant. Rick explained that when average daily flows to the  
10 Chester Creek plant exceed 1,000,000 gallons, our sewage agreement with West Goshen allows  
11 for an additional surcharge on our flows. As a result, Rick explained that the bidding and  
12 construction for the project will not start until the daily flow to the Chester Creek plant increase  
13 from their current level of about 800,000 gallons per day.  
14

15 Chuck made a motion to adopt the resolution to amend the Township's Act 537 plan in order to  
16 allow for the Reservoir Road Pump Station. Janet seconded the motion. The motion passed  
17 unanimously.  
18

19 **Consider recommendation to award bid for the Milltown Dam Valve Replacement**

20 Rick noted that bids were opened on August 12<sup>th</sup> to replace the gate valves at the Milltown Dam.  
21 The lowest bid was by Marine Solutions for \$70,260. The other bids were from NuPump  
22 Corporation for \$84,690 & Hohl Industrial Services for \$113,400.  
23

24 However, he also noted that the Township was recently notified that the dam did not meet DEP  
25 standards for a major storm and would have to be substantially rehabilitated. Accordingly, he  
26 suggested that the Board delay a decision on the valve replacement until the full board had an  
27 opportunity to discuss the dam more generally,  
28

29 **Consider recommendation to hire part-time police officers**

30 Chuck informed the Board that the Police Dept. has recently lost two part-time officers and that  
31 Chief Bernot has been having trouble staffing shifts. Senya asked if we should be hiring full-  
32 time officers instead of part-time officers. Rick said that this issue needs to be discussed, but in  
33 the meantime, WEGO needs authority to at least bring two part timers on board. Chuck moved  
34 that we authorize the hiring of two additional part time officers. Janet seconded the motion. The  
35 motion passed unanimously.  
36

37 **Review Chapter 4 Natural Resources**

38 Senya suggested we postpone reviewing Chapter 4 of the Comp Plan until the full Board is  
39 present.  
40

41 **Any Other Matter**

42 None  
43

44 **Review of Minutes and Corrections**

45 Senya suggested we table reviewing the minutes until the full Board is present.  
46

1 **Treasurer's Report & Expenditure Register Report**

2 *See attached Treasurer's Report for August 14, 2014.* The Board reviewed the Treasurer's  
3 Report and the current invoices. Senya asked Jon Altshul to invoice the Fire Company for the  
4 amount that East Goshen paid the Police Department for the special police detail at the Goshen  
5 Fair. Chuck moved to accept the Treasurer's Report and the Expenditure Register Report as  
6 recommended by the Treasurer, to accept the receipts and to authorize payment of the invoices  
7 just reviewed. Janet seconded the motion. There was no further discussion and no public  
8 comment. The Board voted unanimously to approve the motion.  
9

10 **Review Action List**

11  
12 Rick noted that the draft Comcast franchise agreement will be available for comment at the  
13 September 2<sup>nd</sup> meeting. He also noted that there has been no activity with the Bicentennial  
14 Committee.  
15

16 **Correspondence & Reports of Interest**

17  
18 Chuck mentioned a letter from Attorney General Pasquale, stating the police pension plan is in  
19 moderate distress status. Rick noted that the plan is now 63.3% funded, which is a slight  
20 improvement from two years ago.  
21

22 Senya noted that Police fine revenue from overweight trucks was now being collected in East  
23 Goshen and that those funds were earmarked for the Police pension fund.  
24

25 **Public Comment**

26 None  
27

28 **Adjournment**

29 There being no further business, the meeting was adjourned at 9:10pm.  
30  
31

32 Barbara Phillips

33 Recording Secretary

34 *Attachments: Treasurer's Report*

August 14, 2014

**TREASURER'S REPORT**  
**2014 RECEIPTS AND BILLS**

**GENERAL FUND**

Real Estate Tax	\$2,057.40
Earned Income Tax	\$626,918.82
Local Service Tax	\$38,846.68
Transfer Tax	\$92,258.67
General Fund Interest Earned	\$670.57
Total Other Revenue	\$47,041.09
Total Receipts:	<u>\$807,793.23</u>

Accounts Payable	\$476,861.76
Electronic Pmts:	
Health Insurance	\$41,655.90
Credit Card	\$0.00
Postage	\$1,000.00
Debt Service	\$16,494.05
Payroll	\$55,170.71
Total Expenditures:	<u>\$591,182.42</u>

**STATE LIQUID FUELS FUND**

Receipts	\$0.00
Interest Earned	\$50.31
Total State Liquid Fuels:	<u>\$50.31</u>

Expenditures:	<u>\$0.00</u>
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**SINKING FUND**

Interest Earned	<u>\$502.17</u>
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Expenditures:	<u>\$526.40</u>
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**TRANSPORTATION FUND**

Interest Earned	<u>\$192.51</u>
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Expenditures:	<u>\$4,924.09</u>
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**SEWER OPERATING FUND**

Receipts	\$152,665.34
Interest Earned	\$66.07
Total Sewer:	<u>\$152,731.41</u>

Accounts Payable	\$80,493.47
Debt Service	\$33,951.29
Credit Card	\$0.00
Total Expenditures:	<u>\$114,444.76</u>

**REFUSE FUND**

Receipts	\$62,286.18
Interest Earned	\$23.09
Total Refuse:	<u>\$62,309.27</u>

Expenditures	<u>\$63,501.08</u>
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**SEWER SINKING FUND**

Interest Earned	<u>\$218.12</u>
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Expenditures	<u>\$0.00</u>
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**OPERATING RESERVE FUND**

Receipts	<u>\$127.46</u>
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Expenditures	<u>\$0.00</u>
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**Events Fund**

Receipts	<u>\$0.58</u>
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Expenditures	<u>\$0.00</u>
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August 28, 2014

**TREASURER'S REPORT  
2014 RECEIPTS AND BILLS**

**GENERAL FUND**

Real Estate Tax	\$1,519.95
Earned Income Tax	\$37,800.00
Local Service Tax	\$16,000.00
Transfer Tax	\$0.00
General Fund Interest Earned	\$0.00
Total Other Revenue	\$140,994.74
<b>Total Receipts:</b>	<b>\$196,314.69</b>

Accounts Payable	\$81,557.16
<u>Electronic Pmts:</u>	
Health Insurance	\$0.00
Credit Card	\$1,321.04
Postage	\$0.00
Debt Service	\$0.00
Payroll	\$95,123.02
<b>Total Expenditures:</b>	<b>\$178,001.22</b>

**STATE LIQUID FUELS FUND**

Receipts	\$0.00
Interest Earned	\$0.00
<b>Total State Liquid Fuels:</b>	<b>\$0.00</b>

Expenditures:	<b>\$0.00</b>
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**SINKING FUND**

Interest Earned	<b>\$0.00</b>
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Expenditures:	<b>\$23,097.50</b>
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**TRANSPORTATION FUND**

Interest Earned	<b>\$0.00</b>
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Expenditures:	<b>\$0.00</b>
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**SEWER OPERATING FUND**

Receipts	\$137,714.73
Interest Earned	\$0.00
<b>Total Sewer:</b>	<b>\$137,714.73</b>

Accounts Payable	\$17,406.43
Debt Service	\$0.00
Credit Card	\$687.50
<b>Total Expenditures:</b>	<b>\$18,093.93</b>

**REFUSE FUND**

Receipts	\$38,235.85
Interest Earned	\$0.00
<b>Total Refuse:</b>	<b>\$38,235.85</b>

Expenditures	<b>\$5,370.31</b>
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**SEWER SINKING FUND**

Interest Earned	<b>\$0.00</b>
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Expenditures	<b>\$0.00</b>
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**OPERATING RESERVE FUND**

Receipts	<b>\$0.00</b>
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Expenditures	<b>\$0.00</b>
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**Events Fund**

Receipts	<b>\$0.00</b>
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Expenditures	<b>\$0.00</b>
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**EAST GOSHEN TOWNSHIP  
MEMORANDUM**

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**TO:** BOARD OF SUPERVISORS  
**FROM:** BRIAN MCCOOL  
**SUBJECT:** PROPOSED PAYMENTS OF BILLS  
**DATE:** 08-28-14

---

Please accept the attached Treasurer's Report and Expenditure Register Report for consideration by the Board of Supervisors. I recommend the Treasurer's Report and each register item be approved for payment.

General Fund expenses include payment in the amount of \$12,274 for the resurfacing of Ellis Lane.

Sinking Fund expenses include payment in the amount of \$23,098 for the geothermal system.

General Fund revenue includes franchise tax payments from Comcast and Verizon totaling \$112,050.

Sewer Fund and Refuse Fund receipts were below average for this time of year due to the change in the due date for 3<sup>rd</sup> quarter payments.

Please advise if the Board decides to make any changes or if the reports are acceptable as drafted.

Report Date 08/20/14

Expenditures Register  
GL-1408-43935

PAGE 1

MARPO5 run by BARBARA

10 : 39 AM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1065				PETTY CASH						
	41026	1	01401 3000	GENERAL EXPENSE	081914	08/20/14	08/20/14	08/20/14	7526	135.95
				TOLL COSTS 6/13-8/14/14						
	41026	2	01401 3000	GENERAL EXPENSE	081914	08/20/14	08/20/14	08/20/14	7526	94.23
				GET WELL CARD - GARY & SMART CENTS						
				CLEANERS - FLAG CLEANING						
	41026	3	01401 3300	AUTO ALLOWANCE	081914	08/20/14	08/20/14	08/20/14	7526	7.67
				13.7 MILES @ .56 - 2 BANK TRIPS						
				BARB 7/22 & 7/23						
	41026	4	01430 2320	VEHICLE OPERATION - FUEL	081914	08/20/14	08/20/14	08/20/14	7526	100.00
				DIESEL FUEL-SUNOCO-MIDDLETON, PA						
	41026	5	01437 2460	GENERAL EXPENSE - SHOP	081914	08/20/14	08/20/14	08/20/14	7526	9.37
				QVS - BEE STING OINTMENT						
	41026	6	01401 3250	POSTAGE	081914	08/20/14	08/20/14	08/20/14	7526	-2.00
				POSTAGE REIMB. FROM RICK						
										345.22
3365				RANKIN GLASS						
	41025	1	01430 2330	VEHICLE MAINT AND REPAIR	082014	08/20/14	08/20/14	08/20/14	7525	225.00
				REPLACE GLASS TRUCK #10						
										225.00
										570.22
										0 Printed, totalling 570.22

## FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	570.22	GENERAL FUND
		570.22	

## PERIOD SUMMARY

Period	Amount
1408	570.22
	570.22



Report Date 08/28/14

Expenditures Register  
GL-1408-44042

PAGE 1

MARP05 run by BARBARA

3 : 52 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
6	41037	1	01454	2000 ABC PAPER & CHEMICAL INC MAINTENANCE SUPPLIES TRASH CAN LINERS	054550	08/28/14		08/28/14		65.50
										65.50
1893	41038	1	01409	3740 ACCOMMODATION MOLLEN INC TWP. BLDG. - MAINT & REPAIRS RAGS, DEEP CHERRY, AIR FRESHENER, SCRUB BRUSH, BROOM HANDLE, BUCKET, & MOP HANDLE	122184	08/28/14		08/28/14		506.82
										506.82
41	41039	1	01433	2500 ALPHA SPACE CONTROL CO INC. MAINT. REPAIRS.TRAFF.SIG. ROAD STRIPING - DOUBLE YELLOW & SINGLE WHITE LINES	26873	08/28/14		08/28/14		7,071.51
										7,071.51
1657	41042	1	01409	3605 AQUA PA PW BLDG - FUEL,LIGHT,SEWER & WATER 000496917 0309798 7/17-8/15/14 PW	081914 PW	08/28/14		08/28/14		225.04
	41043	1	01409	3600 TWP. BLDG. - FUEL, LIGHT, WATER 000309820 0309820 7/17-8/15/14 FR	081914 FR	08/28/14		08/28/14		192.00
	41044	1	01409	3600 TWP. BLDG. - FUEL, LIGHT, WATER 000309801 0309801 7/22-8/20/14 BS	082214 BS	08/28/14		08/28/14		16.00
	41045	1	01409	3600 TWP. BLDG. - FUEL, LIGHT, WATER 000309828 0309828 7/17-8/15/14 TB	081914 TB	08/28/14		08/28/14		365.60
										798.64
2898	41051	1	01454	3711 AQUASCAPES UNLIMITED POND TREATMENT POND SERVICE -BOW TREE & MARY DELL	730	08/28/14		08/28/14		1,220.63
										1,220.63
119	41052	1	01401	3120 BEE.NET INTERNET SERVICES CONSULTING SERVICES SEPTEMBER 2014- BEEMAIL ACCTS.	201409012	08/28/14		08/28/14		315.00
										315.00

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3 : 52 PM

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Report Date 08/28/14

Expenditures Register  
GL-1408-44042

PAGE 3

MARP05 run by BARBARA

3 : 52 PM

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PAGE 4

GL-1408-44042

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
569				GREAT VALLEY LOCKSHOP						
	41075	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS 16 KEYS AND REKEYED CYLINDERS	0000103747	08/28/14		08/28/14		297.50
	41076	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS REPAIR FRONT DOOR - RIGHT ENTRANCE	0000103748	08/28/14		08/28/14		32.50
										330.00
2717				HIGGINS & SONS INC., CHARLES A.						
	41077	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG. TRAF.LIGHT REPAIR -PAOLI PK. & BOOT	37419	08/28/14		08/28/14		550.20
										550.20
627				HIGHWAY MATERIALS INC.						
	41080	1	01438 2455	MATER. & SUPPLY-RESURFAC. 246.97 TONS 9.5H .3<3 ASPHALT DAY 3 ELLIS LANE	1633783MB	08/28/14		08/28/14		12,274.40
										12,274.40
638				HOME DEPOT CREDIT SERVICES						
	41082	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS CAMPER TAPE	081314	08/28/14		08/28/14		5.77
	41082	2	01433 2450	MATERIALS & SUPPLIES - SIGNS ROLL UP SIGN RACKS, SCREWS, PLYWOOD & STUDS, CASTERS FOR SIGN CARTS, NUTS, WASHERS & BOLTS	081314	08/28/14		08/28/14		214.14
	41082	3	01437 2460	GENERAL EXPENSE - SHOP SCREWS & SCREW EYES	081314	08/28/14		08/28/14		35.14
										255.05
667				IN-FLEET						
	41083	1	01430 2330	VEHICLE MAINT AND REPAIR TRAILER STATE INSPECTION	36262	08/28/14		08/28/14		45.00
										45.00
2028				KEYSTONE AUTO ELECTRICAL						
	41084	1	01432 2500	SNOW - MAINTENANCE & REPAIRS REPAIR PLOW LIGHTS, PARK LIGHTS, HEADLIGHTS & REVERSE LIGHTS 2013 348 DUMP	081414	08/28/14		08/28/14		1,350.00
										1,350.00

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3 : 52 PM

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PAGE 6

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
1554				OFFICE DEPOT						
	41106	1	01401 2100	MATERIALS & SUPPLIES TONER	710019886001	08/28/14		08/28/14		191.08
										191.08
2592				PECO - 45951-30004						
	41108	1	01454 3600	UTILITIES 45951-30004 7/21-8/19/14 RESTROOMS	082114	08/28/14		08/28/14		36.49
										36.49
2986				PENNBEC REGION 1						
	41109	1	01487 4600	TRAINING & SEMINARS-EMPLY FIRE TREATED LUMBER - G.ALTHOUSE	082514	08/28/14		08/28/14		20.00
										20.00
3146				PILEGGI INC., JAMES A.						
	41110	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS HAUL B-TOP TO JOB 7/16 & 7/17/14	5324	08/28/14		08/28/14		1,760.00
										1,760.00
1161				REILLY & SONS INC						
	41116	1	01430 2320	VEHICLE OPERATION - FUEL 710.1 GALLONS DIESEL	67421	08/28/14		08/28/14		2,148.05
	41117	1	01430 2320	VEHICLE OPERATION - FUEL 1000.2 GALLONS DIESEL	67943	08/28/14		08/28/14		3,012.60
	41118	1	01430 2320	VEHICLE OPERATION - FUEL 251.6 GALLONS GASOLINE	67659	08/28/14		08/28/14		720.83
										5,881.48
1300				SEI STEPHENSON EQUIPMENT INC.						
	41119	1	01430 2330	VEHICLE MAINT AND REPAIR SPRAY NOZZLE FOR ROLLER	16016436	08/28/14		08/28/14		174.00
										174.00
2121				SHERWIN-WILLIAMS CO.						
	41120	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS 1 GALLON TRIM/DOOR MATCH	1196-7	08/28/14		08/28/14		40.99
	41121	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS 10 5 GAL.CONTAINERS PM 200 EXTRA - SEWAGE BACKUP	9643-3	08/28/14		08/28/14		399.90
										440.89

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
1564				TASC						
	41122	1	01487 1500	MISC. EMPLOYEE BENEFITS COBRA ADMIN. 10/1/14 - 9/30/15	IN353939	08/28/14		08/28/14		1,081.24
										1,081.24
2278				TOP C.R.O.P.S.						
	41123	1	01454 3710	LANDSCAPING WEED CONTROL NEAR AMPHITHEATER	699	08/28/14		08/28/14		345.00
										345.00
2995				UNIFIRST CORPORATION						
	41124	1	01487 1910	UNIFORMS SHIRTS FOR M.MILLER, M.SHANE & C. BATAVIO	072 0652554	08/28/14		08/28/14		247.32
										247.32
2273				VERIZON - 0527						
	41126	1	01409 3605	PW BLDG - FUEL,LIGHT,SEWER & WATER AUGUST 15-SEPTEMBER 14,2014	081514-0527	08/28/14		08/28/14		172.93
										172.93
2868				VERIZON-1420						
	41125	1	01409 3840	DISTRICT COURT EXPENSES AUGUST 16-SEPTEMBER 15,2014	081614-1420	08/28/14		08/28/14		75.05
										75.05
1470				WESTTOWN TOWNSHIP						
	41129	1	01410 5310	REGIONAL POLICE BLDG INTEREST AUGUST 2014 INTEREST	083014	08/28/14		08/28/14		1,624.38
	41129	2	01410 5320	REGIONAL POLICE BLDG PRINCIPAL AUGUST 2014 PRINCIPAL	083014	08/28/14		08/28/14		9,166.67
										10,791.05
3335				WHITESIDE, SANDY						
	41130	1	01452 3701	LADIES & YOUTH TENNIS TENNIS INSTRUCTION - SUMMER YOUTH	081114	08/28/14		08/28/14		1,734.00
										1,734.00

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Report Date 08/28/14

Expenditures Register  
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MARP05 run by BARBARA

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Report Date 08/28/14

Expenditures Register  
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MARPO5 run by BARBARA

3 : 52 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
06				REFUSE						
241				C.C. SOLID WASTE AUTHORITY						
41055	1	06427	4502	LANDFILL FEES	37708	08/28/14		08/28/14		5,343.84
				WEEK 8/8/14 - 8/15/14						
										5,343.84
3367				O'MALLEY, MAY						
41107	1	06427	4500	CONTRACTED SERV.	081714	08/28/14		08/28/14		26.47
				REIMBURSEMENT FOR DAMANGED TRASHCAN						
										26.47
										126,861.18
										0 Printed, totalling 126,861.18

## FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	80,986.94	GENERAL FUND
03	03	23,097.50	SINKING FUND
05	05	17,406.43	SEWER OPERATING
06	06	5,370.31	REFUSE
		126,861.18	

## PERIOD SUMMARY

Period	Amount
1408	126,861.18
	126,861.18



## EAST GOSHEN TOWNSHIP ACTION LIST

New additions are in <b>bold</b>	September 2, 2014
<b>Item</b>	<b>Date</b>
Comp Plan	September 2, 2014
Open Space Plan	September 2, 2014
Hershey's Mill Dam	September 2, 2014
Bicentennial Committee	September 16, 2014
Comcast Franchise Renewal	September 16, 2014
Quarterly Report on Comp Plan Goals for ABCs	October 21, 2014
Quarterly Report Municipal Authority Projects	October 21, 2014
Quarterly Financial Reports	October 21, 2014
Quarterly Report on I&I	October 21, 2014
Quarterly Review of Right to Know Requests	October 21, 2014

# EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

**Comp Plan**

No:

List Date:

**2/7/2011**

Completed Date:

Description:

**Update Comp Plan**

Date	Action
2/7/2012	Consider applying for Vission Partnership Grant. At 2/7 meeting BoS requested Staff develop RFP for Consultant
3/20/2012	Working on RFP
4/17/2012	Working on RFP
5/15/2012	RFP Issued
6/19/2012	Contracted with Brandywine Conservancy on 6/5
7/17/2012	Working on grant application which is due 8/15/12
8/21/2012	VP Grant Application submitted 8/15/12
10/16/2012	CCPC recommended grant for approval
11/13/2012	Contract executed and sent to CCPC
1/15/2013	Contract executed. Memeo on task force
2/19/2013	task force created .kick off meeting set for 2/25
3/5/2013	Verbal update at meeting
5/7/2013	Public visioning session set for 6/3/13
6/4/2013	Verbal update on visioning session
7/2/2013	Board to review "sustainability" section on 7/2
8/6/2013	BoS met with John t to confirm goals
9/3/2013	Verbal update on 8/26/13 mtg
10/1/2013	Verbal Update at meeting
11/12/2013	Verbal Update at meeting
12/3/2013	CPTF intends to discuss two sections at future meeting to accelerate schedule
1/6/2014	Project is on schedule
2/11/2014	Verbal Update at meeting
3/11/2014	Verbal Update at meeting
4/1/2014	Scheduling a meeting with CCPC and Brandywine to discuss format.
5/6/2014	Revised chapters in new format are expected for the May CPTF meeting
6/3/2014	May meeting canceled. Next meeting scheduled for June 23
7/1/2014	Task force reviewed chapters 1,3,4,5 and 6. Schedule has been revised
8/4/2014	Verbal Update at meeting
9/2/2014	<b>Request for extension submitted to CCPC. Next meeting 9/22</b>

## EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

**Open Space Plan**

No:

List Date:

**6/18/2013**

Completed Date:

Description:

Consider updating the Open Space Plan

Date	Action
8/6/2013	RFP Issued in July. BoS to consider proposals on 8/6. Tabled pending additional info
9/3/2013	On 9/3 agenda for action by Board
10/1/2013	Kick off Meeting on October 17, 2013
11/12/2013	Working on setting up focus groups and conducting interviews
12/3/2013	Setting up focus groups and conducting interviews
1/6/2014	Interviews are in progress
2/11/2014	Open House conducted on January 30. About 20 residents attended.
3/4/2014	Currently on schedule
4/1/2014	We met with Ms. Toole on 3/19 and finalized format
5/6/2014	Plan with revised format to be reviewed at May Task Force meeting
6/3/2014	Goals and objectives approved by Committee on 5/15. Anne is working on final draft of the Plan.
7/1/2014	Goals and objectives approved by Committee on 5/15. Anne is working on final draft of the Plan.
8/5/2014	Verbal Update at meeting
<b>9/1/2014</b>	<b>Verbal Update at meeting</b>



# EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

**Hershey's Mill Dam**

No:

1

List Date:

5/22/2007

Completed Date:

Description:

Bring Dam into compliance with DEP requirements or dispose of dam

Date	Action
	<b>Note I have hidden the 2010 and 2011 comments to save space</b>
1/3/2012	contacted PADEP about meeting
2/7/2012	Conference call with DEP scheduled for 2/2/12
3/7/2012	Contract with Walsh executed on 2/7. Status report attached
4/3/2012	Status report attached
5/1/2012	Status report attached
6/5/2012	Status report attached
7/3/2012	Status report attached
8/7/2012	Presentation to BoS. BoS agreed to send 1,000 foot letter and invite residents once rendering is done
10/2/2012	Presentation - Ok to send plans to DEP
11/13/2012	Plans sent to DEP
12/4/2012	Status Report attached
1/7/2013	Per DEP we should have comments on plans by mid January
2/5/2013	DEP advised that we need to submit for an NPDES permit and provide them with an O&M Manual. The engineer has submitted the NPDES Application and is preparing the O&M Manual
3/5/2013	Revised plans sent to DEP on 2/18
5/7/2013	Comment letter received. Engineer will re-submit next week.
6/4/2013	Verbal Report at Meeting -Engineer waiting on info from structural engineer
7/2/2013	Verbal Report at Meeting
8/6/2013	Revised plan sent to DEP on 7/1
9/3/2013	Waiting on a response from DEP
10/1/2013	Review letter received 9/23 and the engineer is making revisions
11/12/2013	Verbal report at meeting
12/3/2013	Revised plans sent to DEP on 11/11/13
1/6/2014	DEP called engineer with two minor comments. Revised plans to be sent to DEP
2/11/2014	Waiting on a response from DEP
3/11/2014	Waiting on a response from DEP
4/1/2014	DEP wants additional info on connection between exiting and new spillway
5/6/2014	Verbal Report at meeting
6/3/2014	DEP is ok with proposed connection between the existing and new spillway.
7/1/2014	Revised plans sent to DEP on 6/11/14
8/5/2014	Permit issued on July 15, 2014
9/2/2014	<b>Waiting on proposals for prepeartion of bids</b>

## Rick Smith

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**From:** Walter Wujcik [REDACTED]  
**Sent:** Sunday, August 17, 2014 10:15 PM  
**To:** rsmith@eastgoshen.org  
**Subject:** Re: Conservancy Board Resignation

Rick, At our meeting last week, the Conservancy Board reviewed our current mission statement and we are satisfied with it. Our mission statement is:

The Mission Statement of the East Goshen Township Conservancy Board is to protect and nurture East Goshen's natural resources and educate East Goshen citizens of their importance.

Walter Wujcik

[wujcikwalt@east.com](mailto:wujcikwalt@east.com)

August 14, 2014



East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

Attention: Board of Supervisors

To Whom It May Concern:

I am sure the Board of Supervisors often hears complaints from township residents but I am writing to express my deep appreciation and gratitude for the outstanding service performed for our community by Mark S. Miller, the Director of Public Works, and his staff.

An individual was illegally dumping on the back of my property, an area also utilized by the township. Through the diligence and perseverance of Mr. Miller and his staff, working with the local police, the individual was identified, instructed to remove the debris, cited and the matter resolved. I was very impressed with the professionalism and personal involvement Mark took in making sure the matter was addressed from start to finish.

I have observed how he regularly goes above and beyond in doing his job on many occasions over the years. Whenever I call to report an obstruction in the road, a dangerous tree limb, etc. he always follows up to make sure the problem is addressed in a timely way. There were times when I reported things that were outside the township boundaries and he would make sure the proper authorities were notified.

East Goshen Township is very fortunate to have a gentleman of Mark Miller's character, work ethic, professionalism and kindness. I hope that you will convey my sincere appreciation for his services on behalf of the Notebaert family.

Sincerely,

Maureen Notebaert

AUG 18 2014

August 14, 2014

Mark S. Miller  
Director of Public Works  
East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

Dear Mark:

Thank you very much for sending the plot plan for my property. I also want to thank you for your help in resolving the matter of dumping on the back of my property. I had no idea that anyone was dumping back there and I doubt that the individual would have been caught and my property cleaned up without you coordinating the effort with the local authorities.

As I told the Board of Supervisors in my letter (copy enclosed) our community is very fortunate to have a man of your caliber and I personally am grateful for all you have done.

Sincerely,



Maureen Notebaert

Enclosure