

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
Tuesday, September 16, 2014
7:00 PM

Board will meet in Executive Session from 6:00 – 7:00 PM to discuss a legal matter.
Formal meeting will commence at 7 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
 - b. Acknowledge that Renehan Building Group is pursuing a PA DEP NPDES General Permit to construct three single family homes at 1662 E. Boot Rd.
 - c. Announce WEGO's participation in National Drug Take Back Initiative at the Giant Food Store, 1375 Boot Rd (East Goshen Township) Saturday, Sept 27th 10 am – 2 pm
7. Public Hearing
 - a. The Board will conduct a public hearing to consider and possibly adopt two Ordinances:
 - i. An Ordinance Amending Chapter 106 of the Code of the Township Titled "Burning, Outdoor"
 - ii. An Ordinance Authorizing entering into the "Cable Service Franchise Agreement with Comcast"
8. Police/EMS Report
 - a. Westtown East Goshen Police – Chief Brenda Bernot
 - b. Goshen Fire Co. - None
 - c. Malvern Fire Co. – Monthly Operations Report – August 2014
 - d. East Goshen Fire Marshal – None
9. Financial Report – August 2014
10. Old Business
 - a. Consider Milltown Reservoir Dam Sluice Gate Replacement Bids
 - b. Consider Fast Food Restaurant with Drive-Through Service Zoning Amendment
 - c. Consider Alexander's stormwater matter.
11. New Business
 - a. Consider approval of 1662 E. Boot Rd. Preliminary/Final Subdivision and Land Development Plan and Act 537 Plan revision.
 - b. Determine Board's position on the dimensional variance for 1454 Glenbrook Ln.
 - c. Consider next step in Hershey Mill Dam project
 - d. Consider purchase of vehicle diagnostic scanner
 - e. Consider Wind Generated Energy Systems / Windmills
12. Any Other Matter

13. Approval of Minutes
 - a. August 19, 2014
14. Treasurer's Report
 - a. September 11, 2014
15. Review Action List
 - a. September 16, 2014
16. Correspondence, Reports of Interest
 - a. Acknowledge Chester County's review of Zoning Ordinance Amendment – Solar Energy Systems # ZA-7-14-10279- East Goshen Township

17. Dates of Importance

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
Oct 01, 2014	Planning Commission	7:00 PM
Oct 02, 2014	Park Commission	7:00 PM
Oct 07, 2014	Board of Supervisors	7:00 PM
Oct 08, 2014	Conservancy Board	7:00 PM
Oct 09, 2014	Historical Commission	7:00 PM
Oct 13, 2014	Municipal Authority	7:00 PM
Oct 18, 2014	Harvest Festival	10 – 2 PM
	EGT Park	

Winter Newsletter articles to Nancy by October 30th.

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.



VASTARDIS

CONSULTING ENGINEERS, LLC

Site Development / Subdivisions / Grading / Design

September 8, 2014

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

VIA CERTIFIED MAIL

RE: PA DEP NPDES General Permit
Act 14, 67, 68 & 127 Notification
1662 East Boot Road
General NPDES Permit
East Goshen Township, Chester County, PA

Dear Mr. Smith:

This is to notify East Goshen Township that Renehan Building Group is pursuing a PA DEP NPDES General Permit to construct three single family homes as part of a subdivision at the referenced property in your municipality. The following is general information regarding the project:

- | | |
|-------------------------|--|
| 1. Project Name: | 1662 East Boot Road |
| 2. Project Description: | Residential single family home construction |
| 3. Applicant Name: | Renehan Building Group |
| 4. Applicant Contact: | Nick Vastardis, P.E.
Project Engineer
Vastardis Consulting Engineers, LLC
29 Harvey Lane
Malvern, PA 19355 |
| 5. Site Location: | At 1662 East Boot Road between Clock Tower and
Thorncroft Drives |
| 6. Municipality/County: | East Goshen Township, Chester County |

Section 1905-A of the Commonwealth Administrative Code, as amended by Act 14, requires that each applicant for a DEP permit must give written notice to the municipality and the county in which the permitted activity is located. The written notices shall be received by the municipality and the county at least 30 days before the Department may issue or deny the permit.

2000 Acts 67, 68 and 127, which amended the Municipalities Planning Code, direct state agencies to consider comprehensive plans and zoning ordinances when reviewing applications for permitting of facilities or infrastructure, and specify that state agencies may rely upon comprehensive plans and zoning ordinances under certain conditions as described in Sections 619.2 and 1105 of the Municipalities Planning Code.

Act 14, 67, 68 & 127 Letter – 1662 East Boot Road
March 1, 2014
Page 2 of 2

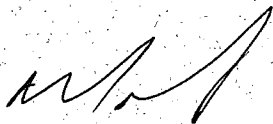
Enclosed is a copy of a portion of the General Permit NOI Registration Form with completed sections A and B. This provides applicant and general site information. Also enclosed is Appendix A Land Use Information Questions of the General Permit Form. DEP invites you to review this information and comment on the accuracy of answers provided with regard to land use aspects of this project; please be specific to DEP and focus on the relationship to zoning ordinances. If you wish to submit comments for DEP to become a part of a land use review of this project, you must respond within 30 days to the DEP Regional Office referenced in this letter. If there are no land use comments received by the end of the comment period, DEP will assume that there are no substantive land use conflicts and proceed with the normal application review process.

Please submit any comments concerning this project within 30 days from date of receipt of this letter to the DEP at:

Department of Environmental Protection
Southeast Regional Office
2 East Main Street
Norristown, PA 19401

A reduced size copy of the preliminary site grading plan showing the overall work is attached for your reference. If you have any questions, please feel free to contact me at 610-644-9663.

Very truly yours,
Vastardis Consulting Engineers, LLC



Nicholas L. Vastardis, P.E.
Encls.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERWAYS ENGINEERING AND WETLANDS

OFFICIAL USE ONLY

ID # _____
Date Received _____

PERMIT APPLICATION
NOTICE OF INTENT FOR COVERAGE
UNDER THE GENERAL (PAG-02) NPDES PERMIT
OR
APPLICATION FOR AN INDIVIDUAL NPDES
PERMIT FOR STORMWATER DISCHARGES
ASSOCIATED WITH CONSTRUCTION ACTIVITIES

PLEASE READ THE PERMIT SUMMARY SHEET AND INSTRUCTIONS PROVIDED IN THIS PERMIT APPLICATION PACKAGE BEFORE COMPLETING THIS FORM. COMPLETE THE ATTACHED CHECKLIST AND APPROPRIATE WORKSHEETS.

PLEASE PRINT OR TYPE INFORMATION IN BLACK OR BLUE INK.

PERMIT TYPE	GENERAL <input type="checkbox"/>		INDIVIDUAL <input checked="" type="checkbox"/>	
APPLICATION TYPE	NEW <input checked="" type="checkbox"/>	RENEWAL <input type="checkbox"/>	MAJOR MODIFICATION <input type="checkbox"/>	PHASED <input type="checkbox"/>
SECTION A. APPLICANT INFORMATION				
Applicant Name		Phone		
Renehan Building Group		FAX		
Mailing Address	City	State	ZIP + 4	
East King Street	Malvern	PA	19355	
Employer ID (EIN)				
Email Address <u>jrenehan@renehanbuildinggroup.com</u>				
Co-Applicant's Name		Phone		
None		FAX		
Mailing Address	City	State	ZIP + 4	
Employer ID (EIN)				
Email Address				
SECTION B. PROJECT INFORMATION				
1. Project Name: 1662 East Boot Road				
2. Total Project Site (Acres): <u>4.09</u>		3. Total Disturbed Area (Acres): <u>3.17</u>		
4. Project Description 3 Lot Residential Subdivision with new home construction on each lot				
<input checked="" type="checkbox"/> Residential Subdivision <input type="checkbox"/> Sewerage/Water System <input type="checkbox"/> Private Road/Residence <input type="checkbox"/> Commercial/Industrial <input type="checkbox"/> Public Road <input type="checkbox"/> Government Facility <input type="checkbox"/> Utility Facility/Transmission <input type="checkbox"/> Recreational <input type="checkbox"/> Remediation/Restoration				
5. Project Location or Physical Address (if available):				
Address	City	State	ZIP + 4	
1662 East Boot Road	West Chester	PA	19380	
6. Project County	Project Municipality	City	Boro	Twp
Chester	East Goshen Township	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

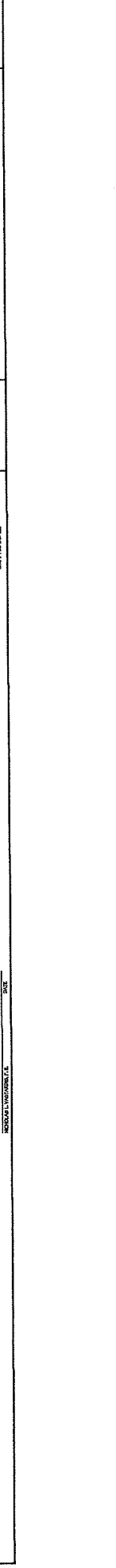
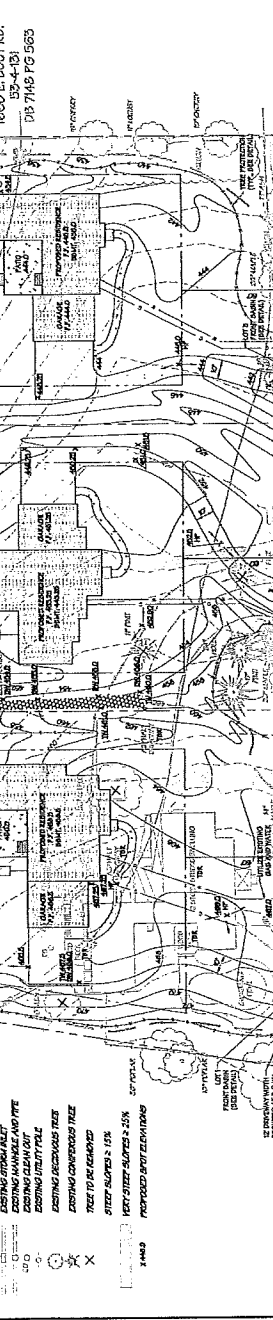
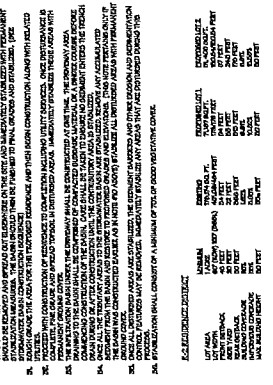
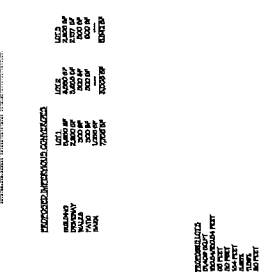
APPENDIX A

Land Use Information Questions

Responses to the following questions are required to determine applicability of DEP's Land Use Policy for Permitting of Infrastructure and Facilities.

Note: Applicants are encouraged to submit copies of local zoning approvals with their authorization application.

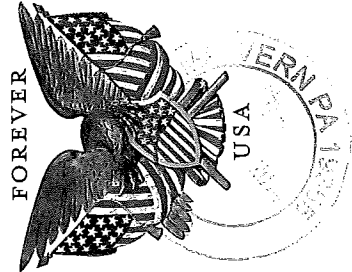
LAND USE INFORMATION		
1.	Is there an adopted county or multi-county comprehensive plan?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2.	Is there an adopted municipal or multi-municipal comprehensive plan?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3.	Is there an adopted county-wide zoning ordinance, municipal zoning ordinance or joint municipal zoning ordinance?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<p><i>If the applicant answers NO to either Question 1, 2, or 3, the provisions of the PA MPC are not applicable and the applicant does not need to respond to questions 4 and 5 below.</i></p> <p><i>If the applicant answers YES to questions 1, 2 and 3, the applicant should respond to questions 4 and 5 below.</i></p>		
4.	Does the proposed project meet the provisions of the zoning ordinance or does the proposed project have zoning approval? <i>If zoning approval has been received, attach documentation.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5.	Have you attached Municipal and County Land Use Letters for the project?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>



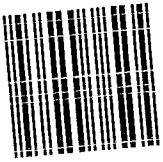
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29 MAR 1988

MALVERN, PA 19355



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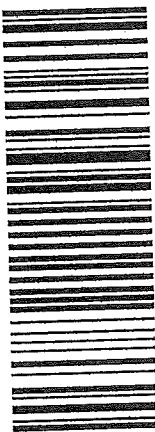
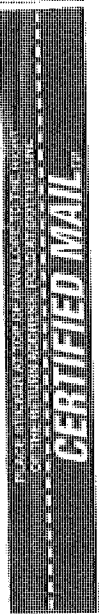
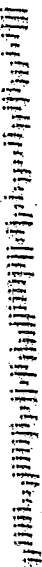


19380

U.S. POSTAGE
PAID
MALVERN, PA
19355
SEP 88 14
AMOUNT
\$6.21
00032562-09

MIL. LOUIS SMITH
TOWNSHIP MGR
EAST GOSHEN TWP
1580 PAOLI PIKE
WEST CHESTER, PA 19380 - 6107

1938066107



7011 3500 0002 4784 7056

Got Drugs?

Turn in your unused or expired
medication for safe disposal

Saturday, September 27th, 2014

10:00 A.M. TO 2:00 P.M.

**Visit www.dea.gov
for a collection
site near you.**



dispose
unused
R

**GIANT FOOD STORE
1375 BOOT ROAD
WEST CHESTER, PA 19380
(EAST GOSHEN TOWNSHIP)**

For more
information,
please visit
www.dea.gov



AT DRUGS.ORG



Federation of
STATE
MEDICAL
BOARDS

NOTICE IS GIVEN that the Board of Supervisors of East Goshen Township will conduct a public hearing on Tuesday, September 16, 2014, as part of the public meeting which begins at 7:00 p.m., prevailing time at the Township municipal building located at 1580 Paoli Pike, West Chester, Pennsylvania 19380 to consider and possibly adopt two Ordinances. The first Ordinance is summarized in the following title:

**AN ORDINANCE AMENDING CHAPTER 106 OF THE
CODE OF THE TOWNSHIP OF EAST GOSHEN, TITLED,
"BURNING OUTDOOR".**

The title of the second Ordinance is as follows:

**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 PURSUANT 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.**

The second proposed Ordinance amends the Township of East Goshen Cable Communications Regulatory Ordinance, which is codified in Chapter 112

of the East Goshen Township Code, by adding a new Article XVI to adopt a new Cable Franchise Agreement between East Goshen Township and Comcast of Southeast Pennsylvania, LLC and Comcast of Pennsylvania, LLC. A summary of the principal provisions of the Agreement are set forth in the Table of Contents set forth below:

1. Definitions
2. Grant of Authority; limits and reservations
3. Provision of Cable Service
4. System Facilities
5. PEG Services
6. Franchise Fees
7. Customer Service
8. Reports and Records
9. Insurance and Indemnification
10. Transfer of Franchise
11. Renewal of Franchise
12. Enforcement and Termination of Franchise
13. Miscellaneous Provisions

The complete verbatim text of the proposed Ordinances are available for public inspection and may be examined without charge or obtained for a charge not greater than the cost thereof at the Township's administrative offices at the above address during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, and are also on file for public inspection at the offices of the *Daily Local News*, 250 North Bradford Avenue, West Chester, Pennsylvania and the Chester County Law Library, located at the Chester County Justice Center, Suite 2400, 201 W. Market Street, West Chester, Pennsylvania, where the same may be examined without charge. If any person requires an accommodation to participate in the hearing, please contact the Township building at least 24 hours in advance of the hearing at (610) 692-7171.

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

PLEASE PUBLISH ON SEPTEMBER 8, 2014

TOWNSHIP OF EAST GOSHEN
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 106 OF THE CODE OF
THE TOWNSHIP OF EAST GOSHEN, TITLED, "BURNING
OUTDOOR".**

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

SECTION 1. Chapter 106 of the Code of the Township of East Goshen titled, "Burning, Outdoor", shall be amended as follows:

"Chapter 106.

Burning, Outdoor

§ 106-1. Purpose.

It is the purpose of this Chapter to regulate the types of outdoor and open burning within the Township and to promote the public health, safety and general welfare of the citizens of the Township.

§ 106-2. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated in this section:

RECREATIONAL FIRE-A small fire, contained within a fire pit or fire ring, which has a total fuel area of two (2) feet or less in diameter and one (1) foot or less in height, intended for recreation or cooking.

CLEAN WOOD- Natural wood which has not been painted, varnished or coated with a similar material; has not been pressure treated with preservatives; and does not contain resins or glues as in plywood or other composite wood products. The term includes branches, sticks and firewood.

CONSTRUCTION WASTE- Building waste materials, including but not limited to, waste shingles, insulation, plywood, oriented strand board, particle board, laminates, insulation, treated wood, painted wood, wiring, plastics, packaging and rubble from construction, remodeling, repair and demolition operations on a

house, commercial or industrial building, or other structure. The term does not include clean wood.

FUEL AREA- The space where materials are being burned.

INCINERATOR- A burn barrel or other similar enclosed portable wood-burning container equipped with a spark- or ember-arresting device, which has a total fuel area of two (2) feet or less in diameter and three (3) feet or less in height (maximum capacity of 55 gallons).

LEAVES- The flattened structure of a vascular plant, characteristically consisting of a blade-like expansion attached to a stem and functioning as the principal organ of photosynthesis and transpiration. This includes the leaves of both deciduous and coniferous trees, regardless of whether said leaves are attached to branches or have fallen naturally to the ground following their growing season.

MUNICIPAL WASTE- Any garbage, refuse, trash or other material resulting from the operation of residence or a municipal, commercial, business or institutional establishment.

OPEN FIRE- A fire that is not contained within a fire pit, fire ring or other container, which has a total fuel area of six (6) feet or less in diameter and three (3) feet or less in height, wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney.

PATIO WOOD-BURNING UNIT- A chimera or other similar portable wood-burning device equipped with a spark- or ember-arresting device used for outdoor recreation and/or heating.

RECYCLABLES- Those materials specified by the Township for collection in conjunction with the refuse and recycling program.

STUCTURE- A dwelling unit, garage, shed or barn.

TOWNSHIP- East Goshen Township.

§ 106-3. Applicability.

This Chapter applies to all outdoor burning within the Township with the following exceptions:

- A. This Chapter does not apply to grilling or cooking food using charcoal, wood, propane or natural gas in cooking or grilling appliances.

- B. This Chapter does not apply to burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a structure used for human or animal habitation or an outdoor wood fired boiler.
- C. This Chapter does not apply to the use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction or maintenance activities.
- D. This Chapter does not apply to field fires to clear land when approved by the Fire Marshal.
- E. This Chapter does not apply to demolition of the residue of a structure partially destroyed by accidental fire when approved by the Fire Marshal.
- F. This Chapter does not apply to fires set for training purposes under the supervision of the Fire Marshal.

§ 106-4. General prohibitions.

- A. No person shall burn or light any fire except to the extent specifically permitted by this Chapter.
- B. No person shall burn construction waste, leaves, municipal waste or recyclables.
- C. No person shall burn or light any fire when a ban on burning has been enacted by any Township, County or State official.
- D. No person shall burn or light a fire within 20 feet of a public or private road, utility pole or utility equipment.
- E. No person shall burn or light a fire upon the land of another, without the permission of the owner. This permission shall be in writing, except in the case of a family member or employee.

§ 106-5. Specific Requirements for the Outdoor Burning of Clean Wood.

- A. Patio Wood-Burning Units may be installed and used subject to the following restrictions:
 - 1. The Patio Wood-Burning Unit shall be located at least 40 feet from any property line.
 - 2. Patio Wood-Burning Units shall burn only clean wood.
 - 3. There shall be no restrictions on hours.

- B. Recreational Fires are permitted subject to the following restrictions:
1. Recreational Fires shall be located at least 20 feet from any structure or combustible material.
 2. Recreational Fires shall be located at least 40 feet from any property line.
 3. Recreational Fire shall only be used to burn clean wood.
 4. Recreational Fires are prohibited between 2:00 a.m. and 6:00 a.m.
- C. Incinerators may be installed and used subject to the following restrictions:
1. The Incinerator shall be located at least 20 feet from any structure or combustible material.
 2. The Incinerator shall be located at least 40 feet from any property line.
 3. The Incinerator shall only be used to burn clean wood.
 4. The use of an Incinerator is prohibited between 6:00 p.m. and 8:00 a.m.
- D. Open Fires are permitted subject to the following restrictions:
1. An Open Fire is permitted on a property of 5 acres or more in area.
 2. An Open Fire is permitted on property comprised of one or more adjacent tax parcels owned by the same owner with a collective acreage of 5 acres or more in area.
 3. Two property owners who collectively own 5 acres or more shall jointly be permitted to have an Open Fire.
 4. The Open Fire shall be located at least 50 feet from any structure or combustible material.
 5. The Open Fire shall be located at least 50 feet from any property line.
 6. The Open Fire shall only be used to burn clean wood.

7. The property owner shall call 911 and notify the Chester County Fire Board of the time and place of the Open Fire.
8. Open fires are prohibited between 6:00 p.m. and 8:00 a.m.

§ 106-6. Other Requirements Applicable to Burning.

- A. Patio wood-burning units, recreational fires, incinerators and open fires shall be constantly attended by a responsible adult (age 18 or older) until the fire is extinguished.
- B. A minimum of one (1) five pound (5lb) ABC portable fire extinguisher or a garden hose connected to a water source shall be available for immediate utilization for patio wood-burning units, recreational fires and incinerators.
- C. A garden hose connected to a water source and shovel shall be available for immediate utilization for open fires.

§ 106-7. Extinguishment of Fires.

Any fire on private property shall be promptly extinguished by the property owner or if necessary the Fire Company having jurisdiction, either with or without the consent of the property owner, if, in the opinion of the East Goshen Township Fire Marshal or a Westtown-East Goshen Police Officer, such fire constitutes a danger or a nuisance to persons or property.

§ 106-8. Penalties and Enforcement.

Any person who violates or permits the violation of any provision of this Chapter shall, upon conviction thereof in a summary proceeding brought before a District Justice under the Pennsylvania Rules of Criminal Procedure, be guilty of a summary offense, and shall be subject to the payment of a fine of not less than \$100 and not more than \$1,000, plus the costs of prosecution. In default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a term of not more than 30 days. Each section of this Chapter violated shall constitute a separate offense, and each day or portion thereof in which a violation of this Chapter is found to exist shall constitute a separate offense, each of which violations shall be punishable by a separate fine imposed by the District Justice of not less than \$100 and not more than \$1,000, plus the costs of prosecution, or upon default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a term of not more than 30 days. All fines and penalties collected for the violation of this Chapter shall be paid to the Township Treasurer."

SECTION 2. Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 3. Repealer. All ordinances or parts of ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 4. Effective Date. This Ordinance shall become effective in five days from the date of adoption.

ENACTED AND ORDAINED this _____ day of _____, 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

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:

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

EXHIBIT B – SERVICE AREA

EXHIBIT C – CUSTOMER SERVICE STANDARDS

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 affected.

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.

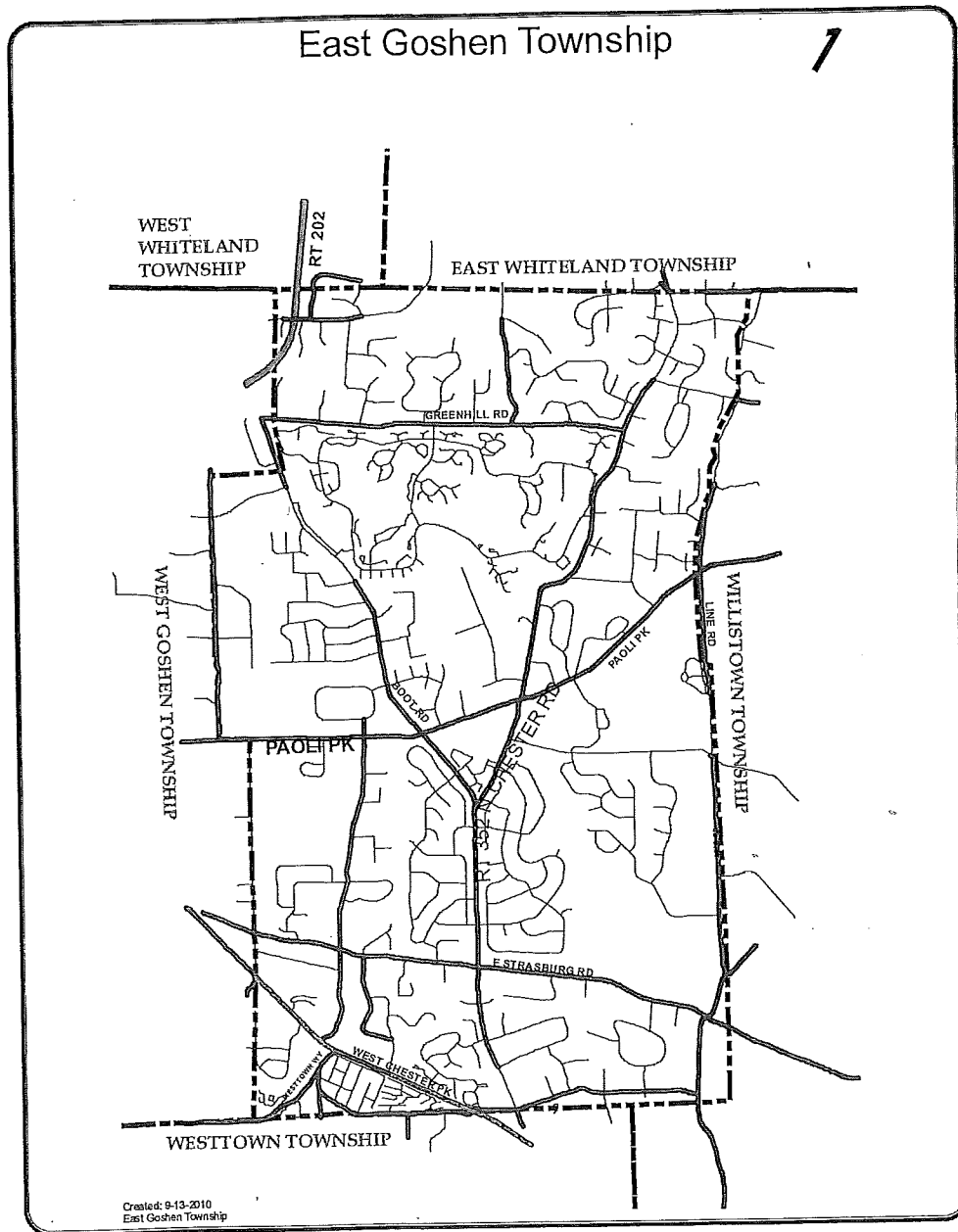


EXHIBIT C

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."



Malvern Fire Company

424 East King Street
P.O. Box 435
Malvern, PA 19355

Main 610-647-0693
Fax 610-647-0249
www.malvernfireco.com

Monthly Fire Operations Report - August 2014

Calls for Month: 24			Year Total: 236	
Call Type	Malvern	Willistown	East Goshen	Other
Accident	1	3	0	0
Automatic Fire Alarm	4	3	0	1
EMS Assist	0	1	0	1
Fire Police Assist	0	0	0	1
Gas Leak - Inside	0	0	0	1
Gas Leak - Outside	0	0	0	1
Investigation - Inside	1	0	0	0
Structure Fire	0	2	0	2
Wires	0	2	0	0
MONTH TOTAL	6	11	0	7
YEAR TOTAL	66	124	6	40

Mutual Aid	Given	Received	Month Total	Year Total
Berwyn Fire Co.	0	1	1	10
East Whiteland Fire Co.	6	1	7	34
Goodwill Fire Co.	0	0	0	1
Goshen Fire Co.	1	1	2	9
Lionville Fire Company	0	0	0	1
Newtown Sq. Fire Co.	0	1	1	8
Paoli Fire Co.	0	1	1	4
Radnor Fire Co.	0	0	0	1
West Whiteland Fire Co.	0	0	0	2

Total Value of Property & Contents	Total Month Loss	Total Year Loss	Total Saved
\$27,509,300	\$150,000	\$169,600	\$27,339,700

Number of Personnel Attending Calls	Year Total	Hours in Service	Year Total
182	1,990	84.86	351.15

Number of Training Sessions	Year Total	Hours in Service	Year Total
4	35	113.25	567.75

Number of Special Assignments	Year Total	Hours in Service	Year Total
4	35	210	1,347

Total Hours in Service (Month)	Total Hours in Service (Year)
408.11	2,265.90

Memo

To: Board of Supervisors
From: Jon Altshul
Re: August 2014 Financial Report
Date: September 8, 2014

As of August 31, 2014, the general fund had year-to-date revenues of \$7,177,081 compared to expenses of \$6,287,442 for a positive variance of \$889,640, excluding pass through accounts. Compared to the YTD budget, revenues were \$129,072 over-budget, while expenses were \$220,500 over-budget for a negative budget variance of \$91,428. The general fund balance was \$7,090,463.

Net of core revenues, Public Works was over-budget by \$214,382 and Parks and Recreation was \$13,574 over-budget. The remaining departments were all under-budget.

Among non-core revenues, real estate transfer tax is now slightly over-budget for the year due to very strong sales activity in July, while Earned Income Tax is now \$48,705 under-budget. However, EIT revenues in early September were substantially above normal, suggesting that Keystone may have been slow in processing 2nd quarter remittances.

Other funds

Other funds continue to be in a strong position through August.

- The **State Liquid Fuels Fund** had \$397,909 in revenue and no expenses.
- The **Sinking Fund** had \$53,981 in revenues and \$631,613 in expenses. The fund balance is \$6,017,697.
- The **Transportation Fund** had \$24,728 in revenues and \$11,639 in expenses. The fund balance is \$1,066,247.
- The **Sewer Operating Fund** had \$2,208,709 in revenues and \$2,015,934 in expenses. The fund balance is \$779,286.
- The **Refuse Fund** had \$662,390 in revenues and \$644,160 in expenses. The fund balance is \$801,876.
- The **Sewer Sinking Fund** had \$1,714 in revenues and \$32,756 in expenses. The fund balance is \$1,789,450.
- The **Operating Reserve Fund** had \$489 in revenues and no expense. The fund balance is \$500,497.
- The **Events Fund** had \$4 in revenues and no expenses. The fund balance is \$15,005.

Year-end Projection

As of August 31, the general fund is on track to end the year with a deficit of \$7,716. Because the budgeted revenues exceed expenses by \$86,939, this deficit corresponds with the Township being \$94,655 over-budget for the year. This projected deficit is largely attributable to the severe winter weather.

- **Public Works** is projected to be \$194,975 over-budget, due to snow removal and related winter expenses, such as vehicle maintenance and fuel. However, Mark expects at least \$30,000 in savings from paving season, due to finishing August road paving sooner than expected.
- **Emergency Services** is projected to be \$39,718 under-budget due to the 2013 police credit
- **Administration** is expected to be \$41,898 over-budget due to a handful of unbudgeted expenses.
- **Parks and Recreation** is expected to be \$24,355 over-budget due to lower than anticipated fund raising for community events.
- **Zoning and Code Enforcement** is projected to be \$23,552 under-budget.

Other Funds Year-End Projections

- The **State Liquid Fuels Fund** is projected to end the year with \$398,175 in revenues and expenses.
- The **Sinking Fund** is projected to end the year with \$442,179 in revenues and \$858,897 in expenses and a fund balance of \$6,178,611.
- The **Transportation Fund** is projected to end the year with \$25,633 in revenues and \$11,639 in expenses and a fund balance of \$1,067,152.
- The **Refuse Fund** is projected to end the year with \$989,595 in revenues and \$933,192 in expenses and a fund balance of \$780,050.
- The **Sewer Operating Fund** is projected to end the year with \$3,322,732 in revenues and \$3,248,123 in expenses and a fund balance of \$661,121.
- The **Sewer Sinking Fund** is projected to end the year with \$170,500 in revenues and \$45,000 in expenses and a fund balance of \$1,945,992.
- The **Operating Reserve Fund** is projected to end the year with \$700 in revenues and a fund balance of \$500,708.
- The **Events Fund** is projected to end the year with \$15,006 in revenues and a fund balance of \$30,006.

EAST GOSHEN TOWNSHIP
AUGUST 2014 FINANCIAL RESULTS
August 31, 2014

Account Title	Annual Budget	Y-T-D Budget	Y-T-D Actual	Budget-Actual Variance
GENERAL FUND				
EMERGENCY SERVICES EXPENSES	4,080,238	3,108,192	3,058,372	(49,820)
PUBLIC WORKS EXPENSES	2,350,469	1,206,249	1,397,516	191,267
ADMINISTRATION EXPENSES	1,590,156	928,801	1,052,253	123,452
ZONING/PERMITS/CODES EXPENSES	448,790	302,053	270,511	(31,542)
PARK AND RECREATION EXPENSES	577,466	393,688	380,831	(12,857)
TOTAL CORE FUNCTION EXPENSES	9,047,119	5,938,983	6,159,483	220,500
EMERGENCY SERVICES REVENUES	87,904	69,303	59,341	(9,962)
PUBLIC WORKS REVENUES	830,930	222,309	199,194	(23,115)
ADMINISTRATION REVENUES	321,404	167,069	310,486	143,417
ZONING/PERMITS/CODES REVENUES	286,900	221,633	256,487	34,854
PARK AND RECREATION REVENUES	135,964	112,079	85,648	(26,431)
TOTAL CORE FUNCTION REVENUES	1,663,102	792,393	911,157	118,764
NET EMERGENCY SERVICES EXPENSES	3,992,334	3,038,889	2,999,032	(39,857)
NET PUBLIC WORKS EXPENSES	1,519,539	983,940	1,198,322	214,382
NET ADMINISTRATION EXPENSES	1,268,752	761,732	741,767	(19,965)
NET ZONING/PERMITS/CODES EXPENSES	161,890	80,420	14,024	(66,396)
NET PARK AND RECREATION EXPENSES	441,502	281,609	295,183	13,574
CORE FUNCTION NET SUBTOTAL	7,384,017	5,146,590	5,248,327	101,737
DEBT - PRINCIPAL	456,000	0	0	0
DEBT - INTEREST	189,721	127,959	127,959	(0)
TOTAL DEBT	645,721	127,959	127,959	(0)
TOTAL CORE FUNCTION NET	8,029,738	5,274,549	5,376,285	101,736
NON-CORE FUNCTION REVENUE				
EARNED INCOME TAX	4,840,552	3,405,000	3,356,295	(48,705)
REAL ESTATE PROPERTY TAX	1,981,993	1,948,124	1,972,320	24,196
REAL ESTATE TRANSFER TAX	515,000	343,333	348,523	5,190
CABLE TV FRANCHISE TAX	430,000	322,500	338,483	15,983
LOCAL SERVICES TAX	310,000	218,064	234,145	16,081
OTHER INCOME	39,132	18,595	16,159	(2,436)
TOTAL NON CORE FUNCTION REVENUE	8,116,677	6,255,616	6,265,925	10,309
NET RESULT	86,939	981,067	889,639	(91,428)

SUMMARY OF FUNDS REPORT (AKA "JOE REPORT")
ALL FUNDS AUGUST 2014
* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

	GENERAL FUND*	LIQUID FUELS STATE FUND	SINKING FUND	TRANSPORT. FUND	REFUSE FUND	SEWER OP. FUND	SEWER SINK FUND	OPERATING RESERVE	EVENTS FUND	TOWNSHIP FUNDS	MUNICIPAL AUTHORITY
1/1/14 BEGINNING BALANCE	\$6,354,203	\$152	6,595,329	1,053,158	783,647	\$586,512	\$1,820,492	\$500,008	\$15,000	\$17,708,501	\$1,598,270
RECEIPTS											
310 TAXES	\$6,279,911	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,279,911	\$0
320 LICENSES & PERMITS	\$40,486	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,486	\$0
330 FINES & FORFEITS	\$24,126	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,126	\$0
340 INTERESTS & RENTS	\$84,693	\$334	\$53,981	\$1,745	\$866	\$590	\$1,714	\$489	\$4	\$144,417	\$1,066
350 INTERGOVERNMENTAL	\$0	\$397,575	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$397,575	\$0
360 CHARGES FOR SERVICES	\$403,672	\$0	\$0	\$0	\$661,524	\$2,023,728	\$0	\$0	\$0	\$3,088,924	\$78,416
380 MISCELLANEOUS REVENUES	\$679,736	\$0	\$0	\$22,983	\$0	\$184,390	\$0	\$0	\$0	\$887,109	\$564
390 OTHER FINANCING SOURCES	\$157,733	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$157,733	\$21,000
	\$7,670,357	\$397,909	\$53,981	\$24,728	\$662,390	\$2,208,709	\$1,714	\$489	\$4	\$11,020,281	\$101,047
EXPENDITURES											
400 GENERAL GOVERNMENT	\$876,279	\$0	\$412,862	\$0	\$0	\$0	\$32,756	\$0	\$0	\$1,321,897	\$0
410 PUBLIC SAFETY	\$3,854,409	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,854,409	\$0
420 HEALTH & WELFARE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
426 SANITATION & REFUSE	\$77,881	\$0	\$0	\$0	\$644,160	\$0	\$0	\$0	\$0	\$2,143,504	\$102,820
430 HIGHWAYS, ROADS & STREETS	\$1,184,926	\$0	\$197,516	\$11,639	\$0	\$0	\$0	\$0	\$0	\$1,394,081	\$0
430 CULTURE-RECREATION	\$338,183	\$0	\$21,235	\$0	\$0	\$0	\$0	\$0	\$0	\$2,381	\$0
450 CONSERVATION & DEVELOPMENT	\$2,381	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$359,418	\$0
460 DEBT SERVICE	\$149,188	\$0	\$0	\$0	\$0	\$573,471	\$0	\$0	\$0	\$722,659	\$0
470 MISCELLANEOUS EXPENDITURES	\$443,739	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$443,739	\$0
480 OTHER FINANCING USES	\$4,396	\$0	\$0	\$0	\$0	\$21,000	\$0	\$0	\$0	\$25,396	\$0
	\$6,931,382	\$0	\$631,613	\$11,639	\$644,160	\$2,015,934	\$32,756	\$0	\$0	\$10,267,484	\$102,820
2014 SURPLUS/(DEFICIT)*	738,975	\$397,909	(\$577,632)	\$13,089	\$18,230	\$192,775	(\$31,042)	\$489	\$4	\$752,796	(\$1,774)
CLEARING ACCOUNT ADJUSTMENTS	(\$2,716)										
8/31/14 BALANCE	\$7,090,463	\$398,061	\$6,017,697	\$1,066,247	\$801,876	\$779,286	\$1,789,450	\$500,497	\$15,005	\$18,458,582	\$1,596,497

EAST GOSHEN TOWNSHIP
2014 GENERAL FUND YEAR-END PROJECTIONS
AUGUST 31, 2014

Account Title	2014 Adopted Budget	2014 Year-End Projection	Variance \$	Variance %
GENERAL FUND				
EMERGENCY SERVICES EXPENSES	4,080,238	4,030,773	(49,466)	-1.2%
PUBLIC WORKS EXPENSES	2,350,469	2,558,829	208,360	8.9%
ADMINISTRATION EXPENSES	1,590,156	1,783,786	193,630	12.2%
ZONING/PERMITS/CODES EXPENSES	448,790	431,438	(17,352)	-3.9%
PARK AND RECREATION EXPENSES	577,466	568,961	(8,505)	-1.5%
TOTAL CORE FUNCTION EXPENSES	9,047,119	9,373,786	326,667	3.6%
EMERGENCY SERVICES REVENUES	87,904	78,156	(9,748)	-11.1%
PUBLIC WORKS REVENUES	830,930	844,315	13,385	1.6%
ADMINISTRATION REVENUES	321,404	473,136	151,732	47.2%
ZONING/PERMITS/CODES REVENUES	286,900	293,100	6,200	2.2%
PARK AND RECREATION REVENUES	135,964	103,104	(32,860)	-24.2%
TOTAL CORE FUNCTION REVENUES	1,663,102	1,791,811	128,709	7.7%
NET EMERGENCY SERVICES EXPENSES	3,992,334	3,952,616	(39,718)	-1.0%
NET PUBLIC WORKS EXPENSES	1,519,539	1,714,514	194,975	12.8%
NET ADMINISTRATION EXPENSES	1,268,752	1,310,650	41,898	3.3%
NET ZONING/PERMITS/CODES EXPENSES	161,890	138,338	(23,552)	-14.5%
NET PARK AND RECREATION EXPENSES	441,502	465,857	24,355	5.5%
CORE FUNCTION NET SUBTOTAL	7,384,017	7,581,975	197,958	2.7%
DEBT - PRINCIPAL	456,000	456,000	0	0.0%
DEBT - INTEREST	189,721	189,721	0	0.0%
TOTAL DEBT	645,721	645,721	0	0.0%
TOTAL CORE FUNCTION NET	8,029,738	8,227,696	197,958	2.5%
NON-CORE FUNCTION REVENUE				
EARNED INCOME TAX	4,840,552	4,890,552	50,000	1.0%
REAL ESTATE PROPERTY TAX	1,981,993	2,003,493	21,500	1.1%
REAL ESTATE TRANSFER TAX	515,000	515,000	0	0.0%
CABLE TV FRANCHISE TAX	430,000	448,000	18,000	4.2%
LOCAL SERVICES TAX	310,000	324,803	14,803	4.8%
OTHER INCOME	39,132	38,132	(1,000)	-2.6%
TOTAL NON CORE FUNCTION REVENUE	8,116,677	8,219,980	103,303	8.5%
NET RESULT	86,939	(7,716)	(94,655)	

SUMMARY OF FUNDS REPORT (AKA "JOE REPORT")
YEAR-END PROJECTION
ALL FUNDS AS OF AUGUST 2014
* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

	GENERAL FUND*	LIQUID FUELS STATE FUND	SINKING FUND	TRANSPORT. FUND	REFUSE FUND	SEWER OP. FUND	SEWER SINK FUND	OPERATING RESERVE	EVENTS FUND	TOWNSHIP FUNDS	MUNICIPAL AUTHORITY
1/1/14 BEGINNING BALANCE	\$6,354,203	\$152	6,595,329	1,053,158	783,647	\$586,512	\$1,820,492	\$500,008	\$15,000	\$17,708,501	\$1,598,270
PROJECTED RECEIPTS											
310 TAXES	\$8,182,045	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,182,045	\$0
320 LICENSES & PERMITS	\$54,781	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54,781	\$0
330 FINES & FOREFEITS	\$42,942	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,942	\$0
340 INTERESTS & RENTS	\$131,835	\$600	\$63,000	\$2,650	\$1,400	\$800	\$2,500	\$700	\$6	\$203,491	\$1,600
350 INTERGOVERNMENTAL	\$90,440	\$397,575	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$488,015	\$0
360 CHARGES FOR SERVICES	\$807,246	\$0	\$0	\$0	\$988,195	\$3,110,307	\$0	\$0	\$0	\$4,905,748	\$146,572
380 MISCELLANEOUS REVENUES	\$1,286,104	\$0	\$0	\$22,983	\$0	\$211,625	\$0	\$0	\$0	\$1,502,712	\$564
390 OTHER FINANCING SOURCES	\$802,516	\$0	\$379,179	\$0	\$0	\$0	\$168,000	\$0	\$15,000	\$1,564,695	\$21,000
	\$11,379,909	\$398,175	\$442,179	\$25,633	\$989,595	\$3,322,732	\$170,500	\$700	\$15,006	\$16,744,428	\$169,736
PROJECTED EXPENDITURES											
400 GENERAL GOVERNMENT	\$1,397,698	\$0	\$574,346	\$0	\$0	\$0	\$45,000	\$0	\$0	\$2,017,044	\$0
410 PUBLIC SAFETY	\$5,642,612	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,642,612	\$0
420 HEALTH & WELFARE	\$129,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$129,000	\$0
426 SANITATION & REFUSE	\$0	\$0	\$0	\$0	\$993,192	\$2,349,099	\$0	\$0	\$0	\$3,342,291	\$197,112
430 HIGHWAYS, ROADS & STREETS	\$2,247,184	\$398,175	\$263,316	\$11,639	\$0	\$0	\$0	\$0	\$0	\$2,920,314	\$0
450 CULTURE-RECREATION	\$515,993	\$0	\$21,235	\$0	\$0	\$0	\$0	\$0	\$0	\$537,228	\$0
460 CONSERVATION & DEVELOPMENT	\$9,290	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,290	\$0
470 DEBT SERVICE	\$668,947	\$0	\$0	\$0	\$0	\$878,024	\$0	\$0	\$0	\$1,546,971	\$0
480 MISCELLANEOUS EXPENDITURES	\$757,505	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$757,505	\$0
490 OTHER FINANCING USES	\$19,396	\$0	\$0	\$0	\$0	\$21,000	\$0	\$0	\$0	\$40,396	\$0
	\$11,387,625	\$398,175	\$858,897	\$11,639	\$993,192	\$3,248,123	\$45,000	\$0	\$0	\$16,942,650	\$197,112
PROJECTED 2014 SURPLUS/(DEFICIT)*	(\$7,716)	\$0	(\$416,718)	\$13,994	(\$3,597)	\$74,609	\$125,500	\$700	\$15,006	(\$198,222)	(\$27,376)
PROJECTED YEAR END BALANCE	\$6,346,488	\$152	\$6,178,611	\$1,067,152	\$780,050	\$661,121	\$1,945,992	\$500,708	\$30,006	\$17,510,280	\$1,570,894

Memo

East Goshen Township

Date: September 10, 2014
To: Board of supervisors
From: Rick Smith, Township Manager
Re: Milltown Dam Gate Valve Replacement Bids

On August 12, 2014 the Township opened bids to replace the gate valves at the Milltown Dam. The low bid is Marine Solutions, Inc. with a bid of \$70,620. The Board needs to make a decision on the bids at Tuesday's (9/16) meeting.

However, we have recently been advised that we will need to make additional improvements to the Milltown Dam. PA DEP has revised how the design storm is calculated and rip-rap is no longer approved for overtopping protection (see attached). I asked Pennoni for their comments on the DEP's "in-house" analysis (see attached).

There are two options and both are expensive. Spend the money to bring the dam into compliance by covering the dam with articulated concrete block or breaching the dam

For some perspective, in 2009 Gannet Fleming estimated that it would cost \$350,000 to install articulated concrete block on the Hershey Mill Dam. The Milltown Dam is about 10% longer and we have 5 years of inflation.

In 2010 Advanced Geo Services estimated it would cost \$289,000 to breach the Hershey Mill Dam and \$150,000 vegetate the impoundment (total \$439,000). The Milltown Dam is longer, it has a concrete core wall, and the impoundment at Milltown is about 4 times bigger than the one at Hershey Mill.

Unless the Board is committed to keeping the Milltown Dam at all costs I would suggest that you should reject all bids on September 16 and have Pennoni develop cost estimates to install articulated concrete block and to breach the dam.

Once the Board has this info it would then be in a position to make a decision.

By way of background, the Township acquired the Milltown Dam in 1985. In order to bring the Dam into compliance with PA DEP requirements the Township spent ~ \$250,000 in 1986 on the improvements required for the dam to safely pass the design storm. These improvements consisted of repairs to the spillway and rip-rap overtopping protection.



September 11, 2014

EGOS 0611

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

**RE: Milltown Reservoir Dam
Incremental Analysis & Construction Cost Estimates/Alternatives Analysis**

Dear Rick:

Per correspondence from the DEP dated June 17, 2014 and a follow up memorandum from Ronald Mease, PE of the DEP dated July 18, 2014, the spillway for the referenced dam is significantly undersized. A brief review of Mr. Mease's summary, including a telephone conversation with Mr. Mease, does not indicate anything irregular. However, Mr. Mease recommends the Township complete its own incremental analysis. Therefore, we have split this project into two (2) phases:

Phase 1 – Incremental Analysis

This analysis would include the following:

1. Data collection/research
2. Limited topographic survey
3. Hydrology (drainage area)
4. HEC-1/RAS model
5. Spillway design flood (SDF)/spillway capacity calculations
6. Summarize the above in a written report and review with Township staff and DEP.

Our estimated fees to complete the above scope of services (Items 1 to 6) are approximately **\$7,000 to \$9,000** per our 2014 fee schedule.

Phase 2 – Construction Cost Estimates/Alternatives Analysis

Subsequently, and assuming similar results as Mr. Mease's analysis, we would proceed with a detailed analysis of possible options to address this deficiency. Initially, the Township is considering two possible remedies 1) breaching the dam; and 2) reinforcing the dam with articulated concrete block (or similar), wherein the existing dam would act as the spillway.

In order to determine which alternative is preferred, we recommend the following scope of services for each option:

1. Prepare probable construction costs
2. Prepare estimated design fees

3. Identify permitting requirements
4. Identify grant opportunities (for breaching only)
5. Summarize the above in a written report and review with Township staff

Our estimated fees to complete the above scope of services (Items 1 to 5) are approximately **\$7,000 to \$9,000** per our 2014 fee schedule.

As discussed, we can complete Phase 2 without Phase 1, assuming the DEP's calculations are reasonably accurate.

We can begin work upon notification to proceed and anticipate approximately forty-five (45) days to complete the scope of work for each phase above.

Should you have any further questions, please contact me.

Sincerely,

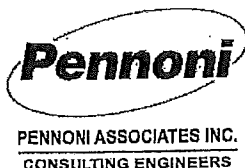
PENNONI ASSOCIATES INC.



Nathan M. Cline, PE
Township Engineer

NMC/rr

cc: Mark Miller, Director of Public Works (via e-mail)



August 14, 2014

EGOS0602

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

**RE: East Goshen Township
Milltown Reservoir Dam Sluice Gate Replacement**

Dear Rick:

On August 12, 2014, bids were opened for the referenced project. The bid results are as follows:

<u>Contractor:</u>	<u>Bid Amount:</u>
Marine Solutions, Inc.	\$70,620.00
NuPump Corporation	\$84,690.00
Hohl Industrial Services Inc.	\$113,400.00

We have enclosed a copy of the bid tabulation for your records.


I should note that Marine Solutions, Inc. has been in existence for approximately seven (7) years; the bid documents require contractors to demonstrate a minimum of ten (10) years of similar work. All personnel with Marine Solutions, Inc. have in excess of ten years of experience, some in excess of twenty (20) years. We have additionally checked their references and found no issues. Per Section B.11 of the bid documents, the Owner's Solicitor shall have the right to waive technicalities for the best interest of the Owner.

Based on the above, it is our recommendation to award the project to Marine Solutions, Inc. in the amount of \$70,620.00. If the Board of Supervisors agrees with our recommendation, please notify me so that the necessary contract documents may be prepared.

If you have any questions or require additional information, please contact me.

Sincerely,

PENNONI ASSOCIATES INC.


Nathan M. Cline, PE
Township Engineer

cc: Mark Miller, Director of Public Works

r:\projects\egosl0602 milltown dam\lr_smith_milltown sluice gate recommendation_20140814.docx

Date: July 18, 2014
File No.: D15-146

Subject: Hydrologic and Hydraulic Review and Update
Milltown Dam

To: File
DEP Division of Dam Safety

From: Ronald Mease, P.E.
Hydrology and Hydraulics Consultant
DEP Division of Dam Safety

By letter dated June 17, 2014, this office requested an incremental analysis to determine the design flood for Milltown Dam. Following this letter, I received a phone call from Rick Smith of East Goshen Township. The request for the analysis was based on the PMF determined during the Phase I inspection in 1981. Therefore, prior to the Township engaging an engineer, this review was conducted to determine whether an incremental analysis was warranted. During this review, an "in-house" incremental analysis was conducted along with a review of the history of the existing structure. The following comments are applicable:

1. The 1981 Phase I study assigned the $\frac{1}{2}$ PMF as the design flood. The peak flow from this design flood was 6500 cfs, and it was determined that the 69-foot long ogee spillway had a capacity of 2063 cfs. This was approximately 26% of the SDF. The spillway capacity was limited by a low point on the top of dam.
2. In 1985, a rehabilitation project was completed based on the 1981 Phase I hydrology. The project include leveling the top of dam and providing riprap overtopping protection. The leveling of the top of dam at EL 350.3 increased the spillway capacity to 3083 cfs. A depth of overtopping for the design flood was estimated at 2.7 feet, with the maximum WSEL at EL 353.
3. Since the 1985 project approval and construction, there have been pertinent changes in dam safety regulations, policy, and engineering methodology. Also, it appears that there is additional development (apartments buildings or townhouses) located downstream of the dam which could be impacted due to a failure of the dam. The following changes are relevant in a reassessment of the dam:
 - Under the 2011 changes in the dam safety regulations for Pennsylvania, the spillway design flood for a high hazard dam is determined by an incremental dam breach analysis. The 1981 assignment of the $\frac{1}{2}$ PMF design flood is no longer applicable.
 - The precipitation data and methodology for determining the Probable Maximum Flood have been revised since 1981.
 - The use of riprap for providing overtopping protection on a high hazard dam is no longer an acceptable practice.
4. An existing HEC-1 model of the dam and watershed were utilized to assess the incremental impacts of a dam failure. NOAA precipitation data for West Chester was utilized to model the 100-year and 500-year floods. The watershed model's computation of the 100-year flood was of the same magnitude as the 100-year flood as determined by USGS regression equations in Streamstats. HMR-51 precipitation was then used to compute an updated $\frac{1}{2}$ PMF.

5. The downstream highway bridge was added to the HEC-1 model, and the HEC-1 model. Breach and non-breach hydrographs were computed for the 100-year flood, the 500-year flood and the $\frac{1}{2}$ PMF. These hydrographs were entered into a HEC-RAS model of the downstream waterway.
6. The HEC-RAS model of downstream conditions was developed using LIDAR 2-foot contours, Arc-GIS and HEC-GeoRAS. Flood levels were compared for breach and non-breach conditions. The HEC-RAS results were exported into Arc-GIS to determine the inundation boundaries.
7. Based on the results of this "in-house" incremental analysis of breach and non-breach flood levels, the updated $\frac{1}{2}$ PMF appears to be the appropriate spillway design flood as required by the Chapter 105 regulations (Section 105.98). This peak flow for this updated $\frac{1}{2}$ PMF is significantly greater than the 1981 design flood. The peak inflow to Milltown Dam for the $\frac{1}{2}$ PMF is 12,704 cfs, whereas spillway capacity is approximately 3000 cfs. The overtopping depth during the $\frac{1}{2}$ PMF is 4.12 feet. Spillway adequacy (prior to overtopping) was determined to be 0.14 PMF.

Attachments:

- *Inundation mapping, HEC-RAS results, and the HEC-1 models for breach and non-breach conditions during the 100-year flood, the 500-year flood, and the $\frac{1}{2}$ PMF.*
- *HEC-1 Model showing existing spillway adequacy of 0.14 PMF.*
- *Other items used in modeling update including NOAA rainfall, Streamstats output, curve number computation, stage-area, etc.*

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

Voice (610) 692-7171

Fax (610) 425-8950

E-mail rsmith@eastgoshen.org

Date: September 10, 2014

To: Board of Supervisors

From: Rick Smith, Township Manager

Re: Fast Food Restaurant with Drive-through Service in the C-2 Zoning District

The Township is in receipt of a petition from Abjibapa Enterprises to amend the Zoning Ordinance to permit a fast food restaurant with drive-through service in the C-2 Zoning District as a conditional use. The amendment would permit the applicant to submit a conditional use application for a Dunkin Donuts in the Goshen Village Shopping center.

The applicant made a presentation and the Board discussed the application at their meeting on June 17, 2014. At the meeting the applicant was requested to prepare a traffic study.

The traffic study was received on August 15 and it was sent it to Orth-Rodgers for review.

The applicant's traffic engineer made a presentation at the meeting on August 19, and the Board approved a motion to accept the petition and asked the Township Solicitor to review the proposed ordinance.

Attached are the applicant's proposed amendment, the Solicitor's comments, the review from Orth-Rodgers and traffic study.

ABJIBAPA ENTERPRISES, LLC

**PROPOSED ZONING AMENDMENT
EAST GOSHEN TOWNSHIP**

1. Amend Article III, Commercial Districts, §240-15, C-2 Local Convenience Commercial District, subsection C, Permitted conditional uses, to add new subparagraph (9) as follows:
 - (9) Fast-food restaurant with drive-through service, but only as the principle use of a freestanding building within a shopping center use.
2. Amend Article V, Supplemental Regulations, §240-22, Signs, subsection P, Signs permitted in commercial districts, subparagraph (4), Signs relating to a principal use on a lot, including more than one commercial establishment, subparagraph (a), Wall sign, to add new subparagraph [5] as follows:
 - [5] Notwithstanding the provisions of §240-22.P(4)(a) above, two (2) wall signs shall be permitted for a fast-food restaurant with drive-through service, when such use is part of a shopping center pursuant to §240-15.C(9). Provided, further, that each such wall sign shall not exceed two (2) feet in height and that each such wall sign shall not exceed 34 square feet in area.
3. Amend Article V, Supplemental Regulations, §240-22, Signs, subparagraph H, Menu boards, bills of fare or price lists, to read as follows:
 - H. Menu boards, bills of fare or price lists.
 - (1) A menu board (as defined under "sign" in §240-6) shall not be considered a sign within the meaning of this chapter, provided that all of the following conditions are met:
 - (a) Such sign is three square feet or less in area.
 - (b) Such sign has letters and numbers a maximum of three inches in height.
 - (c) Such sign is located on the building next to the entrance of the establishment or in the window next to the entrance to the establishment.
 - (d) Such sign shall only be permitted for use in conjunction with a restaurant.

- (2) A menu board (as defined under "sign" in §240-6) associated with a fast-food restaurant with a drive-through service in a shopping center pursuant to §240-15.C(9), shall not be considered a sign within the meaning of this chapter, provided that all of the following are met:
- (a) The menu board shall not exceed seven and a half (7½) feet in height, including the base.
 - (b) The menu board shall not exceed nine and a half (9½) feet in width, including any menu extenders mounted on either side of the menu board from time to time. Menu extenders shall not be illuminated.
 - (c) Such menu board shall be internally illuminated and may only be illuminated during normal business hours of a fast-foot restaurant with a drive-through service in a shopping center.
 - (d) Such a menu board shall only be permitted for use in conjunction with a fast-food restaurant with a drive-through service in a shopping center.
 - (e) Such a menu board shall be located so as not to obstruct traffic or sight lines of vehicles in a shopping center.

Rick Smith

From: Kristin Camp <~~kcamp@buckleyllp.com~~>
Sent: Friday, August 22, 2014 3:01 PM
To: 'Rick Smith'; 'Mark Gordon'
Cc: 'Patrick M. McKenna'
Subject: Dunkin Donuts

I have reviewed the proposed zoning amendment and offer the following comments:

1. I suggest that we add a definition of "shopping center" to Section 240-6 such as the following:

"The multiple use of a single property for a group of nonresidential uses, such as but not limited to retail stores, restaurants and personal services, that are owned and maintained by a common entity. The shopping center shall be planned and designed as an integrated unit with common vehicular and pedestrian access, parking, utilities and stormwater management facilities."

2. I suggest that the amendment to Section 240-22.H which regulates menu boards be revised as follows:

"§240-22.H - Menu Boards, Bills of Fare or Price List.

- (1) Notwithstanding anything in this Ordinance to the contrary, menu boards for restaurants shall be permitted provided that all of the following conditions are met:
 - (a) the menu board is 3 square feet or less in area;
 - (b) the letters and numbers on the menu board are a maximum of 3 inches in height; and
 - (c) the sign is located on the building next to the entrance of the establishment or in the window next to the entrance to the establishment.
- (2) Notwithstanding anything to the contrary in this Ordinance, menu boards associated with a fast food restaurant with a drive-through service in a shopping center permitted pursuant to Section 240-15.C(9) shall be permitted provided that all of the following conditions are met:
 - (a) the menu board shall not exceed seven and a half (7½) feet in height, including the base;
 - (b) the menu board shall not exceed nine and a half (9½) feet in width, including any menu extenders mounted on either side of the menu board from time to time. Menu extenders shall not be illuminated;

- (c) the menu board shall be internally illuminated and may only be illuminated during normal business hours of the fast-foot restaurant with drive-through service in a shopping center;
- (d) the menu board shall only be permitted for use in conjunction with a fast-food restaurant with a drive-through service in a shopping center; and
- (e) the menu board shall be located so as not to obstruct traffic or sight lines of vehicles in a shopping center. “

Rick also suggested that the Board may want to consider adding specific conditional use standards for the restaurant with drive-through use in Section 240-31. I recognize that 240-31.C(cc) currently has regulations for restaurants as follows:

“§240-31.C(cc) – Restaurant.

- [1] Any drive-through facility shall be designed to allow safe pedestrian movement on the property and with sufficient stacking capacity to prevent backups of traffic onto a street.
- [2] All outdoor trash dumpsters shall be totally screened as required by §240-27C(4).”

I think that these criteria should also be applicable to a drive-through restaurant in the shopping center. I would also suggest that when the Planning Commission reviews this application, if they raise additional concerns that would apply to all drive-through restaurants within a shopping center, these concerns may be added to the conditional use standards.

Please contact me if you have any questions on my recommendations.



KRISTIN S. CAMP, ESQUIRE
p: 484.897.7530
f: 610.436.8305
w: www.buckleybrion.com
118 W. Market Street, Suite 300
West Chester, PA 19382-2928

August 29, 2014

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

RE: Dunkin Donuts Review

Dear Rick:

I am in receipt of McMahon Associates Transportation Impact Study dated August 2014 regarding the 3,000 square-foot eatery with a drive-through lane's impact to local traffic in the vicinity of the above referenced site located in the Goshen Village Shopping Center at Paoli Pike and Boot Road in the Township. The site entails the redevelopment of the existing vacant bank facility with access to both Paoli Pike and Boot Road via existing driveways to each via signalized access at Paoli Pike and stop control at Boot Road.

The following constitutes my review of the impact study:

1. ORA concurs in general with the introduction and the existing conditions reported for both Paoli Pike and Boot Road in the vicinity of the site. It should be noted that the intersection of Paoli and Boot has channelized right turn lanes in the eastbound and southbound that typically only effect the southbound and westbound directions of Boot and Paoli, respectively (noted in Appendix A photographs).
2. ORA concurs with the existing traffic count periods and the various peak hours found (7:30 AM, 4:45 PM and 11:45 AM Saturday) for Paoli & Boot, (8:00 AM, 5:00 PM and 11:30 AM Saturday) for Paoli & Site Access, and (7:30 AM, 4:45 PM and 11:45 AM Saturday) for Boot & Site Access. The peak hours are within the general timeframe that may only see minor differential volumes between the adjacent intersections.

It was specifically noted that due to school not being in session, an additional count would need to be done after school has been in session for at least one week. The applicant has agreed to have the count performed to determine if the data presented with a 'growth' of 2% indicated in the report to account for the reduced summertime traffic.

An additional note, the study does not include the channelized right turn volumes at either terminus of Paoli Pike or Boot Road channelized right turns. Through discussions with the applicant's traffic consultant, it was determined that the new count conducted in September will at least get the eastbound to southbound channelized right, since this node is near the Boot Road Site Access point.

3. A review of the existing traffic conditions at the intersection of Paoli Pike & Boot Road indicates that current levels of service are between 'A's and 'D's for all three peak periods with a level of service 'E' for the westbound Boot Road through movement during the AM peak. The signalized access on Paoli Pike operates with driveway levels of service 'D's during all peaks while the Boot Road access only shows a 'D' for the drive during the PM peak. ORA concurs with these as reported.

4. Site traffic was investigated for the proposed 3,000 square-foot facility. Based on the ITE Trip Generation Manual, the calculated trips are acceptable. Two comments we have regarding this investigation:

- a. The comparison generations between the previous bank use and the new Dunkin Donuts makes sense as part of the overall usage of the facility and its general comparison of generated trips. After discussions with McMahon regarding this, it was determined that the 'bank' trips are being reincorporated as background growth traffic. Though this should be clearly identified within the text, additional description should be provided as to where the bank traffic is being incorporated.

Our concern with this approach stems from the fact that the reduction of bank traffic from the Dunkin Donuts traffic provides the developer with traffic 'credits' for his proposed site. The "with-out development" traffic is artificially higher with the added bank traffic which did not exist at all during the traffic counts conducted at the beginning of August 2014.

- b. Regarding the AM vs. PM vs. Saturday trip generation rates for the Dunkin Donuts facility, we are in concurrence with the use of the ITE rates by square-footage which are conservatively higher than the number of seats rate.
5. Trip distribution of the site traffic was based on current traffic patterns of Paoli Pike, Boot Road and the shopping center access patterns. ORA concurs with this distribution.
 6. Future assessments of the three key intersections indicate that levels of service will still be acceptable during the peak hours with a growth factor of 1.91%. Proposed site traffic attributes approximately 10.2% of the AM peak hour Paoli & Access volumes, 13.5% of the AM peak hour Boot & Access volumes and 3.1% of the AM peak hour Paoli & Boot intersection volumes in the future and does not look to impact the two signalized intersection operations after minor timing adjustments. The afternoon peak hour at the Boot & Access drive is identified with a 13 second degradation (D to E for exiting movements, existing compared to with-out development volumes), but only an additional 4 second delay with the additional site traffic. *(Again, would 'with-out' development traffic be that significant and 'with' development traffic be that small based on our comments made in #4a above?)*
 7. In general, ORA also concurs that the queue analysis performed at the intersections indicates insufficient eastbound left turn storage for the Boot Road left turn lane at Paoli Pike occurring today. All other turn movement lanes are currently sufficient and even with the growth and build out of the site, lane storage will should suffice. This is encouraging to note that the Boot & Access left turn in and exits appear to not be significantly impacted by the increased volumes associated with the redeveloped site.
 8. Regarding internal site circulation, the site plan provided indicates a potential operation for the drive-thru lane that removes existing parking spaces while increasing the stacking available for drive-thru customers in the adjacent drive aisle. Our only concern is the potential for numerous customers to want to visit the facility in the AM period making the stacking longer than the available eight vehicles represented. We assume the developer hasn't provided any significant input to this concept to date so we will only comment to the concept's suspect layout at this time. As with many small restaurants/eateries with drive

**Mr. Rick Smith, East Goshen Twp.
Dunkin Donuts Review
Page 3 of 3 – August 29, 2014**

throughs, the typical layout 'wraps' around the building to limit the footprint that stacking vehicles use away from the building. This site lends itself to just that operation as well.

So overall, ORA concurs with the bulk of study as presented. As requested, new AM and PM peak hour traffic counts are required to determine if the West Chester Area School District traffic effects the current study intersections significantly. Additional explanation of bank vs. new facility trip generation should address the concern about reduced new site traffic from the 'with development' scenario.

I can be reached at (610) 407-9700 or dkaiser@orth-rodgers.com if you have any questions or comments regarding this review.

Sincerely:

ORTH-RODGERS & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Dean J. Kaiser', written over a horizontal line.

DEAN J. KAISER, P.E., PTOE
Director of Traffic Signal Operations

Transportation Impact Study for the Proposed Dunkin' Donuts

East Goshen Township, Chester County, PA



Prepared by



Exton Office

840 Springdale Drive

Exton, PA 19341

Phone: 610-594-9995

www.mcmahonassociates.com

Prepared for

Abjibapa Enterprises, LLC

August 2014

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Executive Summary

Abjibapa Enterprises, LLC proposes to redevelop a vacant bank with drive-through to provide a 3,000 square-foot Dunkin' Donuts (with drive-through lane) located in the Goshen Village Shopping Center in East Goshen Township, Chester County, Pennsylvania. The site is located on the northeast corner of the intersection of Paoli Pike (S.R. 2014) and Boot Road (S.R. 2020). Access to the site is proposed to be provided via two existing driveways, a signalized driveway along Paoli Pike and an unsignalized driveway along Boot Road.

The purpose of this study is to determine the impact of traffic on the adjacent roadways and intersections due to the proposed redevelopment. This study focuses on the existing (2014) conditions and projected (2015) future conditions both without and with the proposed redevelopment. The study area intersections are as follows:

- Paoli Pike (S.R. 2014) and Boot Road (S.R. 2020)
- Paoli Pike (S.R. 2014) and Goshen Village Shopping Center Access
- Boot Road (S.R. 2020) and Goshen Village Shopping Center Access

The evaluation of traffic conditions associated with the proposed redevelopment reveals the following findings and conclusions.

- **Trip Generation** – Based on trip generation data compiled for similar coffee/donut shops with a drive through window contained in the Institute of Transportation Engineers (ITE) publication entitled, *Trip Generation, 9th Edition*, the proposed redevelopment will generate approximately 130 total “new” trips (inbound and outbound) during the weekday morning peak hour, approximately 25 total “new” trips (inbound and outbound) during the weekday afternoon peak hour, and approximately 101 total “new” trips (inbound and outbound) during the Saturday midday peak hour. This trip generation reflects the net traffic generation of the proposed redevelopment, which was calculated by subtracting the bank with drive-through trip generation from proposed Dunkin Donuts redevelopment trip generation. It is noted that the projected ITE trip generation for the proposed redevelopment should be considered conservative based on data reviewed by another local store run by Abjibapa Enterprises, LLC.
- **Site Access Recommendations** – Access to the site will continue to be provided via the signalized shopping center access along Paoli Pike and the unsignalized access along Boot Road.
- **Capacity/Level-of-Service Results** – The study intersections were evaluated to determine the operational characteristics under the existing and future without- and with-development conditions for the anticipated build-out year (2015). A review of the levels-of-service indicates that the off-site intersection and site accesses will generally operate at acceptable levels-of-service during the future build-out year (2015) with redevelopment of the site. The analysis indicates that the left-turn exiting movement at the Boot Road driveway will function at LOS E upon redevelopment of the bank building; however, it is anticipated that this change in level of service will not be noticeable due to the minor delay increase (approximately three seconds), the platooning of traffic along Boot

Road caused by the adjacent traffic signal, and overly conservative trip generation considered in the analysis.

- **Internal Site Circulation** – Based on the overall configuration of the site, it is anticipated that most of the shopping center will not circulate near the outparcel building and create additional conflicts with Dunkin' Donuts patrons (when driving, parking, or walking within this portion of the shopping center). However, the following recommendations to the site configuration are recommended for consideration as part of the redevelopment project or in the future upon observation of the post-project operating conditions:
 - Post a stop sign and provide a painted stop bar for drivers exiting the drive-through aisle. The stop sign and stop bar should be posted in a location to provide clear sight lines for motorists.
 - Consider placing a pedestrian crosswalk(s), as well as YIELD TO PEDESTRIANS IN CROSSWALK sign(s) along the outside drive aisle, if a significant amount of traffic does circulate around the building and patrons are routinely parking along the far side of the outside drive aisle. It may be appropriate to consider these improvements after observing post-project operating conditions.
 - Consider installing a speed hump in the southwest corner of the parking lot to slow traffic in the vicinity of the curve, the exit of the drive-through aisle and parking spaces. It may be appropriate to consider these improvements after observing post-project operating conditions.

The traffic analyses contained herein reveal that safe and efficient access to and from the proposed redevelopment can be provided, and furthermore, site-generated traffic can be accommodated at the access intersections.

Introduction

Abjibapa Enterprises, LLC proposes to redevelop a vacant bank with drive-through to provide a 3,000 square-foot Dunkin' Donuts with drive-through lane located in the Goshen Village Shopping Center in East Goshen Township, Chester County, Pennsylvania (**Figure 1**). The site is located on the northeast corner of the intersection of Paoli Pike (S.R. 2014) and Boot Road (S.R. 2020). Access to the site is proposed to be provided via two existing driveways, a signalized driveway along Paoli Pike and an unsignalized driveway along Boot Road. The site plan is illustrated in **Figure 2**.

The purpose of this *Transportation Impact Study* is to present an evaluation of the incremental traffic impacts of the proposed redevelopment within the study area in East Goshen Township, as well as to provide recommendations regarding the proposed site access designs in order to provide safe and efficient access to the site. The scope of this study has been coordinated with the Township and Township Traffic Engineer.

Manual turning movement traffic counts were completed at the existing access driveways and adjacent unsignalized intersection in August 2014 during the weekday morning peak period (7:00 AM to 9:00 AM), the weekday afternoon peak period (4:00 PM to 6:00 PM), and Saturday midday peak period (11:00 AM to 2:00 PM). These existing traffic volumes were seasonally adjusted and then subjected to detailed capacity/level-of-service and queuing analysis, in accordance with accepted methodologies, for the highest peak hour during each peak period, which serves as the basis for this evaluation.

Next, future traffic volumes without the proposed redevelopment were projected utilizing an annual traffic growth rate to account for regional traffic growth. The future traffic volumes were then projected to the future build-out year (2015) at the study area intersection and site access driveways. The future traffic volumes without the proposed development were then subjected to detailed capacity/level-of-service and queuing analysis.

Finally, the traffic generated by the proposed redevelopment was established based on accepted methodologies, and assigned to the roadway network and site accesses, as necessary. The site-generated traffic volumes were then added to future without-redevelopment traffic volumes, and subjected to detailed capacity/level-of-service and queuing analysis to assess the future traffic conditions with the redevelopment.

Existing Transportation Setting & Conditions

The proposed redevelopment will be located on the northeast corner of Paoli Pike and Boot Road in East Goshen Township, Chester County, Pennsylvania. The existing roadways and intersections in the vicinity of the site, which comprise the study area roadway network, are described in this section.

Roadway Characteristics

The characteristics of the study roadways surrounding the redeveloped parcel are described below in Table 1.

Table 1 - Existing Roadway Characteristics

Roadway	Average Daily Traffic Volumes (vehicles per day)	Roadway Classification		Travel Lanes (per direction)	Posted Speed Limit (mph)
		Smart Transportation ⁽¹⁾	PennDOT/Township ⁽²⁾		
Paoli Pike (S.R. 2014)	12,000 ⁽³⁾	Community Arterial	Urban Principle Arterial	1	45
Boot Road (S.R. 2020)	10,000 ⁽³⁾	Community Arterial	Urban Minor Arterial	1	45

(1) Based on Table 5.1 – Roadway Categories in the PennDOT publication, *Smart Transportation Guidebook*.

(2) Based on the roadway classifications provided on PennDOT's internet Traffic Monitoring System (iTMS) website.

(3) Based on the average daily traffic volume data provided on PennDOT's iTMS website.

The following key intersections in the vicinity of the site comprise the study area:

- Paoli Pike (S.R. 2014) and Boot Road (S.R. 2020)
- Paoli Pike (S.R. 2014) and Goshen Village Shopping Center Access
- Boot Road (S.R. 2020) and Goshen Village Shopping Center Access

The existing characteristics of the study intersections, including field sketches, signal plans and photographs, are summarized in **Appendix A**.

Transit Facilities

Currently, there are no transit facilities located along Paoli Pike or Boot Road within the vicinity of the site.

Pedestrian Facilities

At this time, there are no concrete sidewalks provided along Paoli Pike or Boot Road within the immediate vicinity of the site.

Traffic Count Data

Manual turning movement traffic counts were conducted at the existing site access driveways along Paoli Pike and Boot Road and the adjacent unsignalized intersection Paoli Pike and Boot Road in August 2014 during the weekday morning peak period (7:00 AM to 9:00 AM), the weekday afternoon peak period (4:00 PM to 6:00 PM), and the Saturday midday peak period (11:00 AM to 2:00 PM). The results of these traffic counts are tabulated by 15-minute intervals in **Appendix B**. The four highest consecutive 15-minute peak intervals during these traffic count periods constitute the peak hours that are the basis of this traffic analysis. In order to be conservative and account for potential seasonal adjustments in traffic flow, the existing traffic volumes were increased by two percent, which is slightly higher than the expected PennDOT annual traffic growth rate for Chester County roadways. The resultant peak hour traffic volumes are depicted in **Figure 3A** for the weekday morning, weekday afternoon, and Saturday midday peak hours.

Capacity/Level-of-Service Analysis

The peak hour traffic volumes were analyzed to determine the existing operating conditions and future operating conditions, both without and with redevelopment of the site to provide the proposed Dunkin' Donuts in accordance with the standard techniques contained in the current *Highway Capacity Manual (2010)*. These standard capacity/level-of-service analysis techniques, which calculate total control delay, are more thoroughly described in **Appendix C** for both signalized and unsignalized intersections, as well as the correlation between average total control delay and the respective level-of-service (LOS) criteria for each intersection type. The results of the capacity/level-of-service analyses are illustrated in **Figure 3B** for the existing peak hour traffic conditions, and the detailed capacity/level-of-service analysis worksheets are contained in **Appendix D**. Specific details regarding the analysis results and traffic operations are provided later in this report.

Site Characteristics

This section presents the details regarding the proposed redevelopment, including the incremental increase in traffic volumes generated by the redevelopment during the peak hours and the distribution of this site traffic to the study area roadways, as well as the proposed site access configuration and traffic control.

Trip Generation

Traffic volumes generated by the proposed redevelopment were prepared based on trip generation data compiled from numerous traffic studies in the Institute of Transportation Engineers (ITE) publication entitled, *Trip Generation, 9th Edition*. Specifically the rates for Land Use Code 937: Coffee/Donut Shop with Drive-Through Window were utilized for the new planned use. A comparison was also completed to the existing/prior land use for this parcel, which included a bank with drive-through. The trip generation characteristics for the existing vacant bank with drive-through are based on the rates for Land Use Code 912: Drive-In Bank.

Traffic generated by the existing bank use, as well as the proposed redevelopment will consist of "new" traffic, or traffic whose primary destination is the proposed development, and "pass-by" traffic, or traffic which is already on the roadway network and which stops at the proposed site intermediated to its ultimate destination (i.e. home-to-coffee shop-to-work trip). The ITE *Trip Generation Handbook (2004)* includes a compilation of studies that estimate the proportions (percentages) of trips that are expected to be pass-by trips. Since pass-by trips are considered to be already on the adjacent roadways, these additional trips do not represent additional traffic added to the roadway network. Therefore, the total "new" trips generated external to the site is calculated by applying the appropriate pass-by traffic reductions based on ITE methodologies.

Table 2 presents the anticipated vehicular trip generation resulting from the planned 3,000 square-foot Dunkin' Donuts with Drive-Through. The proposed redevelopment will generate approximately 154 total "new" trips (inbound and outbound) during the weekday morning peak hour, approximately 64 "new" total trips (inbound and outbound) during the weekday afternoon peak hour, and approximately 152 "new" total trips (inbound and outbound) during the Saturday midday peak hour. A comparison of the new trips for the redeveloped parcel of the existing bank with drive-through was completed. The comparison indicates that the redeveloped site could generate approximately 130 additional "new" trips (inbound and outbound) in the weekday morning peak hour, approximately 25 additional "new" trips (inbound and outbound) in the weekday afternoon peak hour, and approximately 101 "new" trips (inbound and outbound) in the Saturday midday peak hour compared to the previous use of the building. **The difference in trip generation between the previous bank use of the building and the proposed use (Dunkin' Donuts) is the basis for the trip generation used in the study.**

Table 2 – Proposed Vehicular Trip Generation ⁽¹⁾

Description	Size	Weekday Morning			Weekday Afternoon			Saturday Midday		
		In	Out	Total	In	Out	Total	In	Out	Total
<u>Existing Use</u>										
Drive-In Bank ⁽²⁾	3,000 s.f.	21	15	36	37	36	73	40	39	79
<u>Pass-by ⁽³⁾</u>		<u>-6</u>	<u>-6</u>	<u>-12</u>	<u>-17</u>	<u>-17</u>	<u>-34</u>	<u>-14</u>	<u>-14</u>	<u>-28</u>
"New" Trips		15	9	24	20	19	39	26	25	51
<u>Proposed</u>										
Dunkin Donuts ⁽⁴⁾	3,000 s.f.	154	148	302	64	64	128	127	127	254
<u>Pass-By ⁽⁵⁾</u>		<u>-74</u>	<u>-74</u>	<u>-148</u>	<u>-32</u>	<u>-32</u>	<u>-64</u>	<u>-51</u>	<u>-51</u>	<u>-102</u>
"New" Trips		80	74	154	32	32	64	76	76	152
<u>Difference</u>										
Total Trips		133	133	266	27	28	55	87	88	175
<u>Pass-By</u>		<u>-68</u>	<u>-68</u>	<u>-136</u>	<u>-15</u>	<u>-15</u>	<u>-30</u>	<u>-37</u>	<u>-37</u>	<u>-74</u>
"New" Trips		65	65	130	12	13	25	50	51	101

(1) Based on ITE's *Trip Generation, Ninth Edition*

(2) Based on rates for ITE Land Use Code 912 – Drive-in Bank (3,000 s.f.)

(3) According to ITE's *Trip Generation Handbook* for ITE Land Use Code 912, approximately 47 percent of PM peak hour trips are pass-by trips. Assumed 37 percent (10 percent less than PM Peak) for the AM and Saturday midday peak hours.

(4) Based on rates for ITE Land Use Code 937 – Coffee/Donut Shop with Drive Through Window.

(5) Based on pass-by trips for ITE Land Use Code 934 (Fast-Food Restaurant with Drive-Through Window), as typically accepted by PennDOT and other municipalities. Assumed 49 percent and 50 percent of the total trips during the weekday morning and weekday afternoon peak hours for ITE Land Use Code 934 are pass-by trips. Assumed 40 percent (10 percent less than PM peak) for the Saturday midday peak hour.

The ITE trip generation estimates are based on data from studies of similar sites across the country. Recent sales data from another regional Dunkin Donuts store in Media operated by Abjibapa Enterprises, LLC was examined to compare the ITE data to a local store. Although trip generation and sales/transactions are not directly equivalent, the comparison of the hourly sales/transaction activity does provide some insight when considering traffic generation throughout the day. As such, the hourly activity reports of this busy Media store were reviewed for a typical weekday and typical Friday and show that the number of sales/transactions is similar to the number of estimated total trips (ITE data). However, the hourly transactions during the weekday afternoon peak hour are significantly less (only approximately 17 percent and 25 percent of the weekday morning peak hour on a Tuesday and Friday, respectively), while the ITE data estimates that the afternoon peak hour traffic is approximately 40 percent of the morning peak hour traffic. Similarly, the Saturday midday store sales were 59 to 66 percent of the weekday (Tuesday/Friday) morning sales, while the Saturday midday ITE trip generation is projected to be 84 percent of the weekday morning trip generation. Accordingly, the net trip generation of the site upon redevelopment would more likely be one less trip during the weekday afternoon peak hour and 68 additional trips during the Saturday midday peak hour when considering actual store hourly transactions.

In addition, ITE also provide trip generation estimates based on the number of seats, as opposed to square footage. Since the existing building is larger than average Dunkin' Donuts store and the proposed dining area within the building will only use a small proportion of the building floor area (approximately 1,000 square footage actual dining area with approximately 35 seats), the trip generation was also evaluated using seats as the independent variable in the calculation. Table 3 shows

the trip generation of the proposed store based on the seating capacity. As shown, the trip generation of the proposed facility when based on seating capacity is significantly less than the projections calculated based on square footage. When evaluating the trip generation based on seating capacity, the proposed store would generate approximately 75 more trips during the weekday morning peak hour and 18 less trips during the weekday afternoon peak hour.

Table 3 – Vehicular Trip Generation Based on Seating Capacity ⁽¹⁾

Description	Size	Weekday Morning			Weekday Afternoon			Saturday MIDDAY		
		In	Out	Total	In	Out	Total	In	Out	Total
Proposed Dunkin Donuts ⁽²⁾	35 seats	84	81	165	19	24	43	n/a	n/a	n/a
Pass-By ⁽³⁾		<u>-33</u>	<u>-33</u>	<u>-66</u>	<u>-11</u>	<u>-11</u>	<u>-22</u>			
"New" Trips		51	48	99	8	13	21			

(1) Based on ITE's *Trip Generation, Ninth Edition*

(2) Based on rates for ITE Land Use Code 937 – Coffee/Donut Shop with Drive Through Window (35 seats)

(3) See pass-by assumptions utilized in Table 2.

Table 4 summarizes the trip generation comparison of the proposed Dunkin' Donuts utilizing the various methodologies previously described. Based on the comparison of the hourly sales data to ITE trip generation (Method 2), as well as calculation of the trip generation utilizing seating capacity (Method 3), it appears that the trip generation projections in Table 2 (Method 1) may likely be overly conservative. Nevertheless, in order to provide the most conservative analysis, the unadjusted ITE trip generation using store size (Method 1) was utilized in the traffic analyses.

Table 4 – Comparison of Net New Trip Generation by Methodology

	Weekday Morning	Weekday Afternoon	Saturday MIDDAY
<i>Method 1</i> ITE Store Size ⁽¹⁾	+130	+25	+101
<i>Method 2</i> Adjusted – Store Size ⁽²⁾	---	-1	+68
<i>Method 3</i> ITE Seating Capacity ⁽³⁾	+75	-18	n/a

(1) See Table 2.

(2) The ITE trip generation was calculated based on Method 1 and adjusted for hourly variations in sales/transactions from another local store. The adjusted weekday afternoon peak hour was calculated based on 25% of the weekday morning peak hour trip generation. The adjusted Saturday midday trip generation was calculated based on 66% of the weekday morning peak hour trip generation.

(3) See Table 3.

Trip Distribution and Assignment

Site-generated traffic will approach and depart the site via different routes depending on factors such as the existing traffic patterns (particularly at the existing shopping center driveways), location of major roadways, and the location of the development's site access. The distribution percentages for the anticipated directions of approach and departure are illustrated in **Figure 4A**, while the application of the percentages in Figure 4A to the trip generation contained above in Table 2 for the weekday morning, weekday afternoon, and Saturday midday peak hours for the proposed site are illustrated in **Figure 4B**. The pass-by trip distribution percentages for the peak hours are illustrated in **Figure 4C**, while application of the percentages to the pass-by trips shown in Table 2 are illustrated for the proposed site in **Figure 4D**. The net total "new" and pass-by trips are illustrated in **Figure 4E**.

Future Build-Out Year Traffic Conditions

This section presents the future build-out year traffic conditions, both without and with the proposed redevelopment of the site, which is anticipated to be completed in a matter of months (i.e., later in 2014 or early 2015). The future 2015 build-out year without-redevelopment traffic volumes were estimated by increasing the existing 2014 traffic volumes to account for regional growth, as described below. The incremental increase due to the anticipated net trip generation for the site was then added, resulting in the future 2015 build-out year with-redevelopment traffic volumes.

Future 2015 Without-Redevelopment Traffic Volumes

According to the traffic growth rates compiled by PennDOT's Bureau of Planning and Research *Growth Factors for September 2012 to July 2013* the anticipated growth for non-interstate, roadways in Chester County is 1.91 percent per year. To account for regional traffic growth, the existing traffic volumes were increased by an annual traffic growth rate of 1.91 percent. Currently, approximately 16,000 square feet of the shopping center is vacant, which was also included in the without-development traffic volumes. The total background growth was added to the existing 2014 traffic volumes, and the resultant future 2015 build-out year peak hour traffic volumes are illustrated in **Figure 5A** for the weekday morning, weekday afternoon, and Saturday midday peak hours.

Future 2015 With-Redevelopment Traffic Volumes

The site generated traffic volumes, as shown in **Figure 4E**, were then added to the future 2014 without-redevelopment traffic volumes in **Figure 5A**, resulting in the future 2015 with-redevelopment peak hour traffic volumes. The resultant volumes with the redeveloped parcel are illustrated in **Figure 5B** for the weekday morning, weekday afternoon, and Saturday midday peak hours. Detailed spreadsheets summarizing the regional growth along with the assignment of site traffic are provided in **Appendix E**.

The future 2015 peak hour traffic volumes, as illustrated in **Figures 5A and 5B**, were then subjected to detailed capacity/level-of-service analysis. The results of the traffic analyses are illustrated in **Figures 5C and 5D**, and the detailed capacity/level-of-service analysis worksheets are provided in **Appendices F and G**. Specific details regarding the analysis results and traffic operations are provided later in this report.

Capacity/Level-of-Service

This section presents a detailed summary of the traffic analysis results for the existing and future traffic conditions, both without and with the proposed redevelopment of the site, for the three peak hours at each of the existing shopping center driveways and at the adjacent intersection of Paoli Pike and Boot Road.

According to PennDOT's *Policies and Procedures for Transportation Impact Studies related to Highway Occupancy Permit Plans*, no mitigation requirements are required for an overall level-of-service drop from without- to with-development conditions (i.e., LOS D to LOS E), if the increase in overall delay per vehicle is less than 10 seconds (i.e., 48.2 to 56.5 seconds per vehicle); however, PennDOT reserves the right to look at individual movements where level-of-service drops occur.

Paoli Pike and Boot Road

Under current conditions, this signalized intersection operates with acceptable overall LOS C conditions during the study peak hours with most nearly all movements functioning at LOS D or better conditions. In the future both without and with redevelopment of the site, this intersection will continue to function at nearly the same acceptable levels of service during the study peak hours, with no significant increases in delay.

Paoli Pike and Shopping Center Driveway

Under current conditions, this signalized intersection operates with highly acceptable overall LOS A conditions during the study peak hours. In the future both without and with redevelopment of the site, this intersection will continue to function at nearly the same acceptable levels of service during the study peak hours, with no significant increases in delay.

Boot Road and Shopping Center Driveway

According to the analysis, this unsignalized intersection currently functions with acceptable LOS conditions (LOS D or better) for the critical movements during the study peak hours and will continue to function with the same levels of service in the future without-redevelopment condition with exception of the exiting movement from the shopping center (LOS E). During the future with-redevelopment condition, the analysis indicates that the delay for the left-turn exiting movement from the shopping center will increase by approximately four seconds and will continue to operate at a LOS E condition. Based on the minor increase in delay, the platoon effect from the adjacent traffic signal which is not considered in the analysis, and the fact that the trip generation during this peak hour is likely overly conservative, it is not anticipated that there will be any significant or noticeable change in operation.

Internal Site Circulation

The Paoli Pike site driveway provides shared access to the Goshen Village Shopping Center (to the south of the driveway) and additional retail (to the north of the driveway). A drive aisle along the west side of the Goshen Village building provides access to the parking field and the building frontage drive aisle (i.e., the aisle directly along the store fronts and sidewalk). From the Boot Road driveway, all entering/exiting traffic must travel on the building frontage drive aisle across nearly half of the shopping center driveway. Two pedestrian crosswalks are provided along the building frontage driveway aisle, with stop signs provided at the easternmost pedestrian crosswalk, just north of the Boot Road driveway.

In the vicinity of the existing outparcel building and proposed Dunkin' Donuts, the drive-through aisle is physically separated from the outside drive aisle, sidewalk is provided along two sides of the building likely where most patrons will park, and there appear to be clear lines of sites at parking drive aisle intersections and generally along the curve around the southwest corner of the building. Based on the overall configuration of the site, it is anticipated that most of the shopping center will not circulate near the outparcel building and create additional conflicts with Dunkin' Donuts patrons (when driving, parking, or walking within this portion of the shopping center). However, the following recommendations to the site configuration are recommended for consideration as part of the redevelopment project or in the future upon observation of the post-project operating conditions:

- Post a stop sign and provide a painted stop bar for drivers exiting the drive-through aisle. The stop sign and stop bar should be posted in a location to provide clear sight lines for motorists.
- Consider placing a pedestrian crosswalk(s), as well as YIELD TO PEDESTRIANS IN CROSSWALK sign(s) along the outside drive aisle, if a significant amount of traffic does circulate around the building and patrons are routinely parking along the far side of the outside drive aisle. It may be appropriate to consider these improvements after observing post-project operating conditions.
- Consider installing a speed hump in the southwest corner of the parking lot to slow traffic in the vicinity of the curve, the exit of the drive-through aisle and parking spaces. It may be appropriate to consider these improvements after observing post-project operating conditions.

Conclusion

The traffic analyses contained herein reveal that safe and efficient access to and from the proposed redevelopment can be provided, and furthermore, site-generated traffic can be accommodated at the access intersections with the construction of the recommended improvements.



FIGURE 2

Site Location Map

**DUNKIN' DONUTS - GOSHEN VILLAGE SHOPPING CENTER
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA**

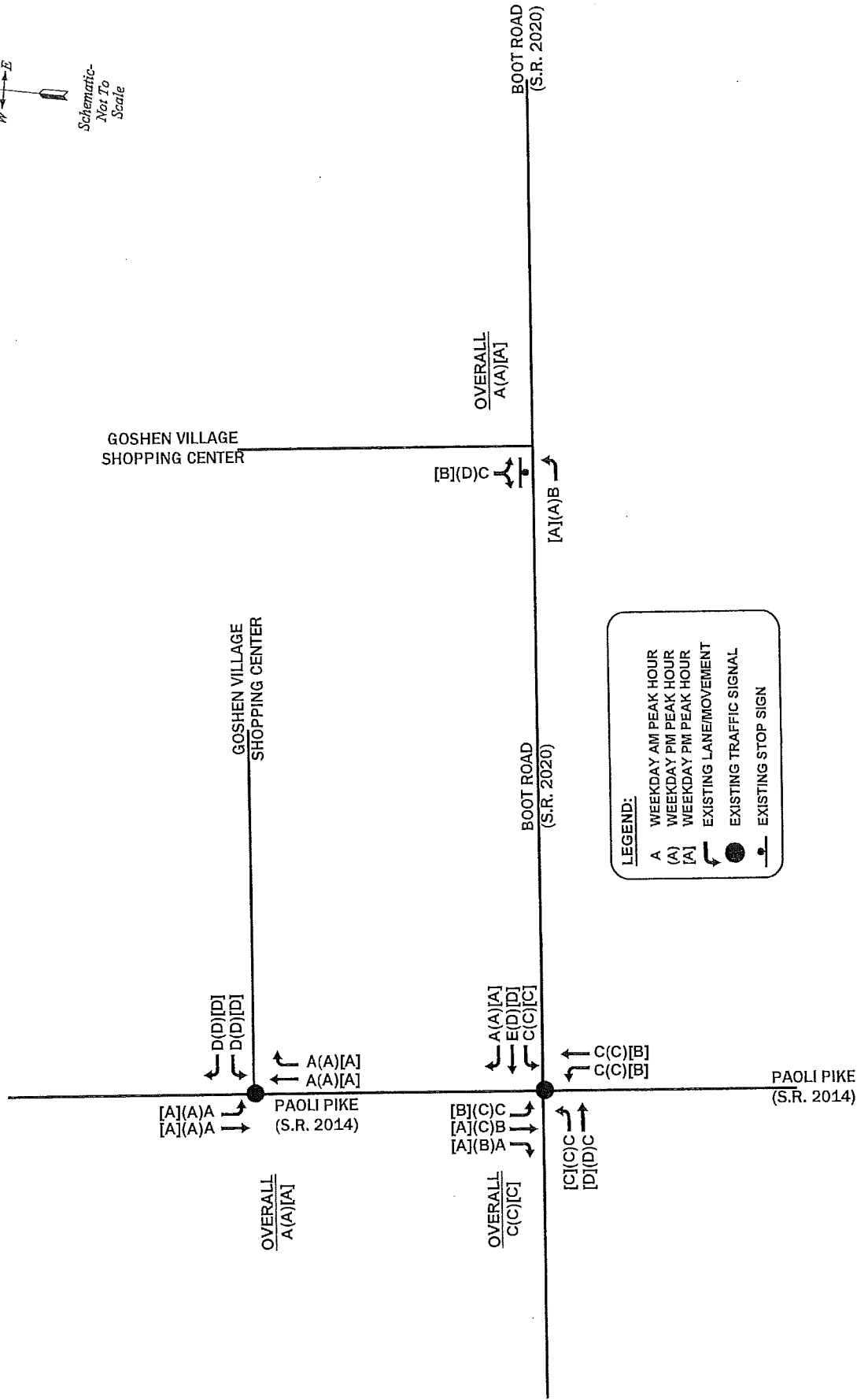
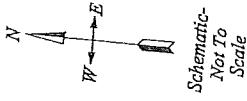


FIGURE 3B

2014 Existing Levels of Service

DUNKIN' DONUTS - GOSHEN VILLAGE SHOPPING CENTER **EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA**

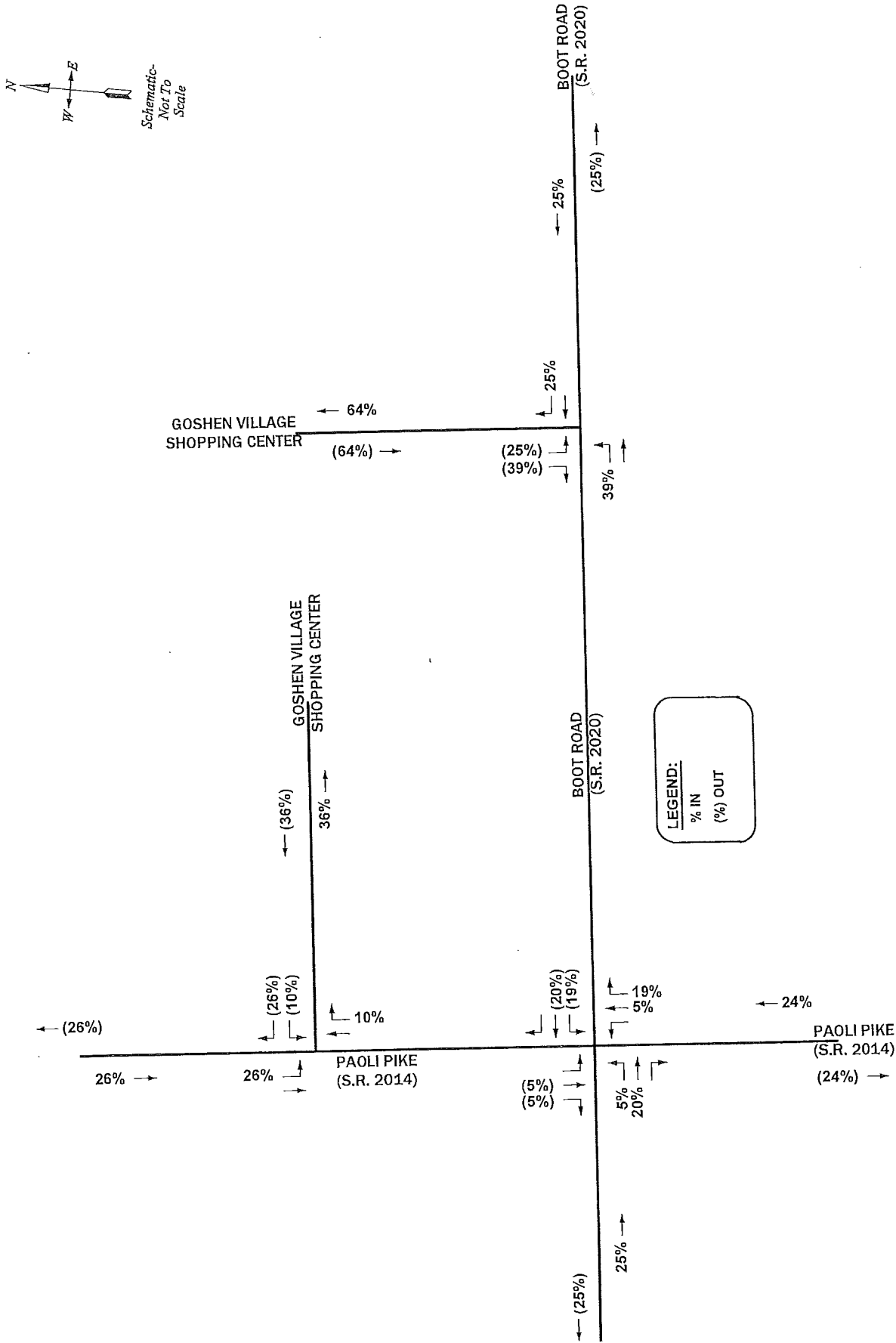


FIGURE 4A

"New" Trip Distribution

DUNKIN' DONUTS - GOSHEN VILLAGE SHOPPING CENTER
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA

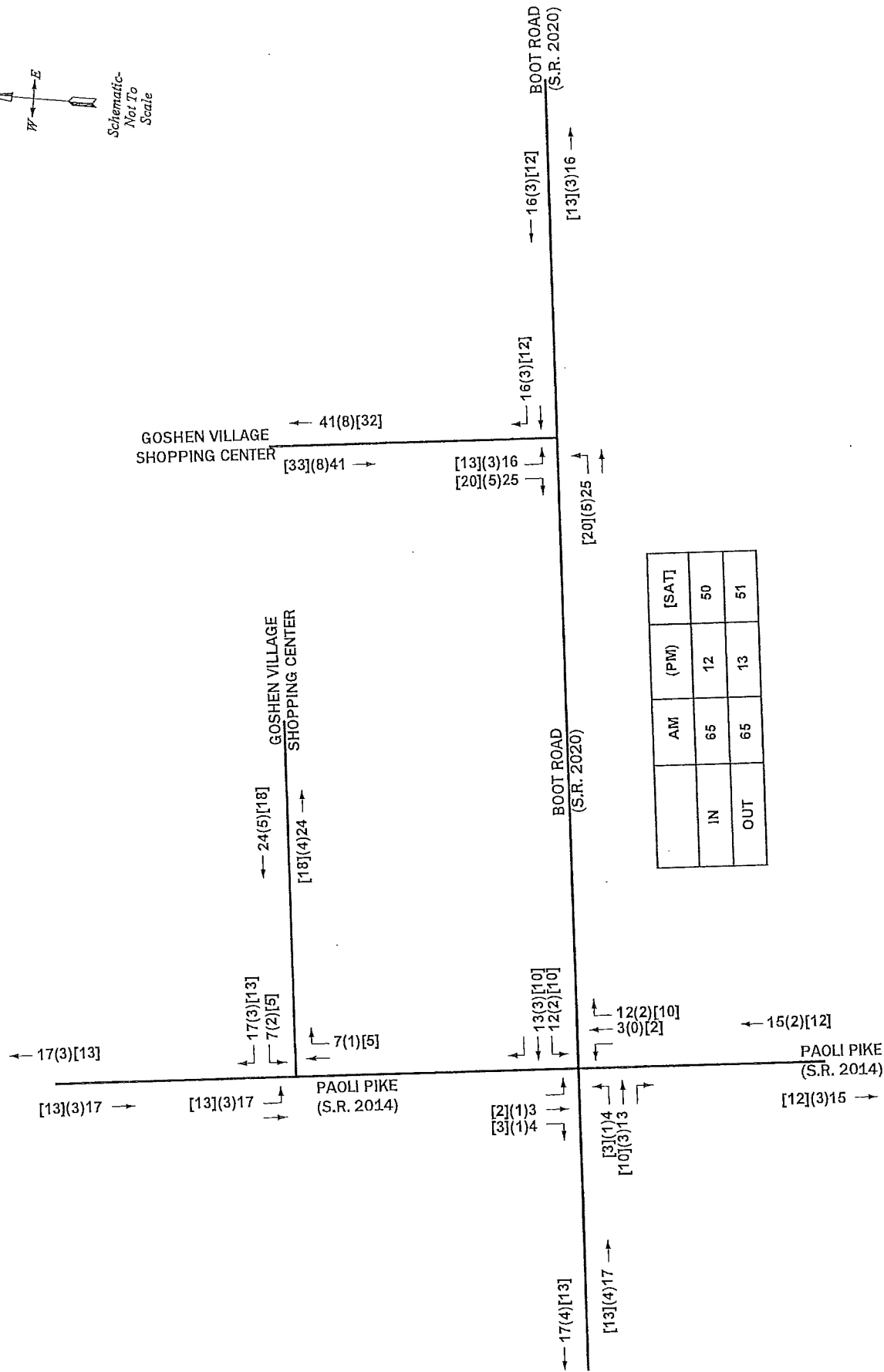
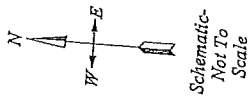


FIGURE 4B

"New" Trip Assignment

DUNKIN' DONUTS - GOSHEN VILLAGE SHOPPING CENTER
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA

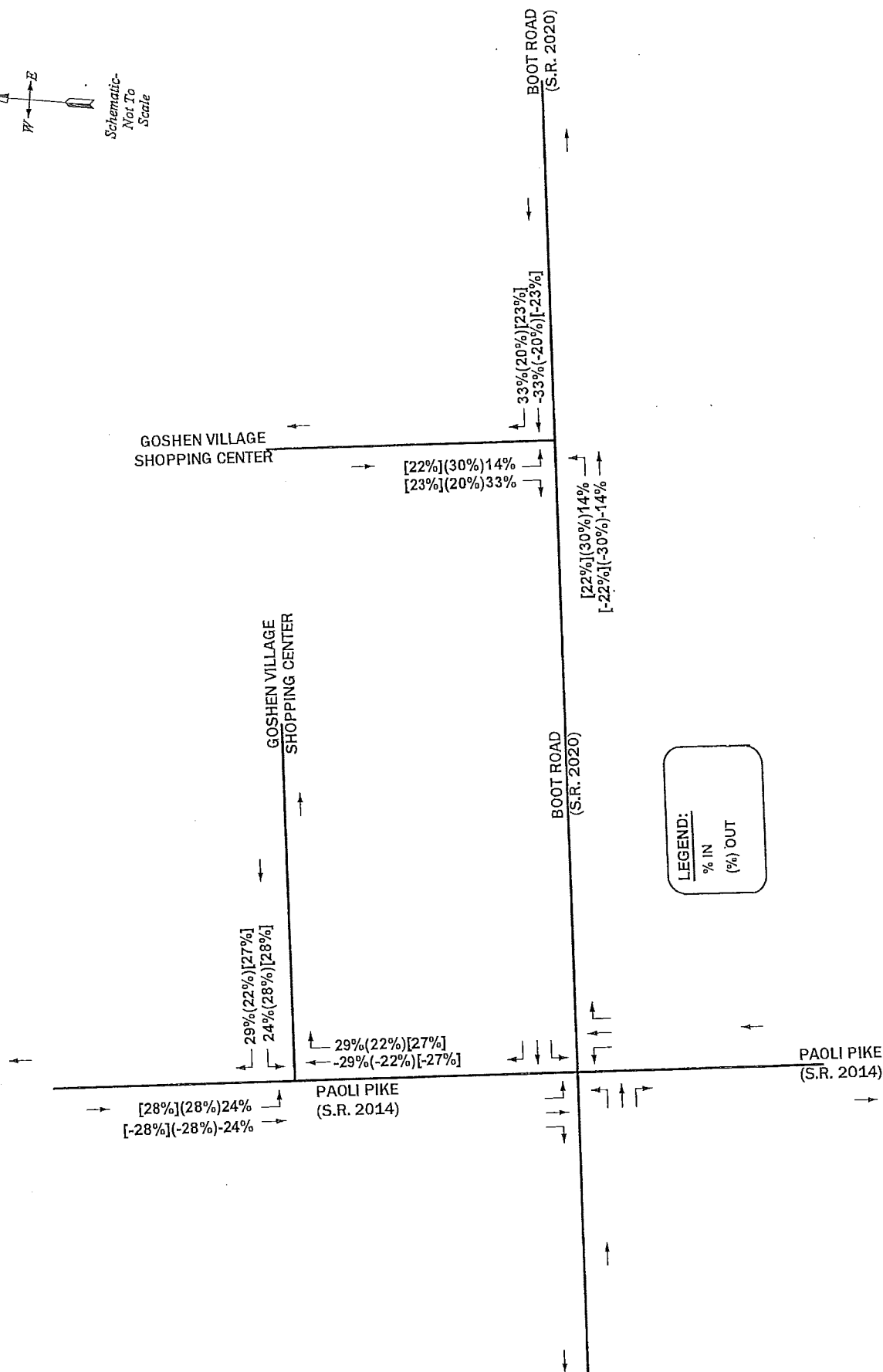
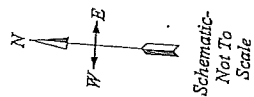


FIGURE 4C
 Pass-by Trip Distribution
DUNKIN' DONUTS - GOSHEN VILLAGE SHOPPING CENTER
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA

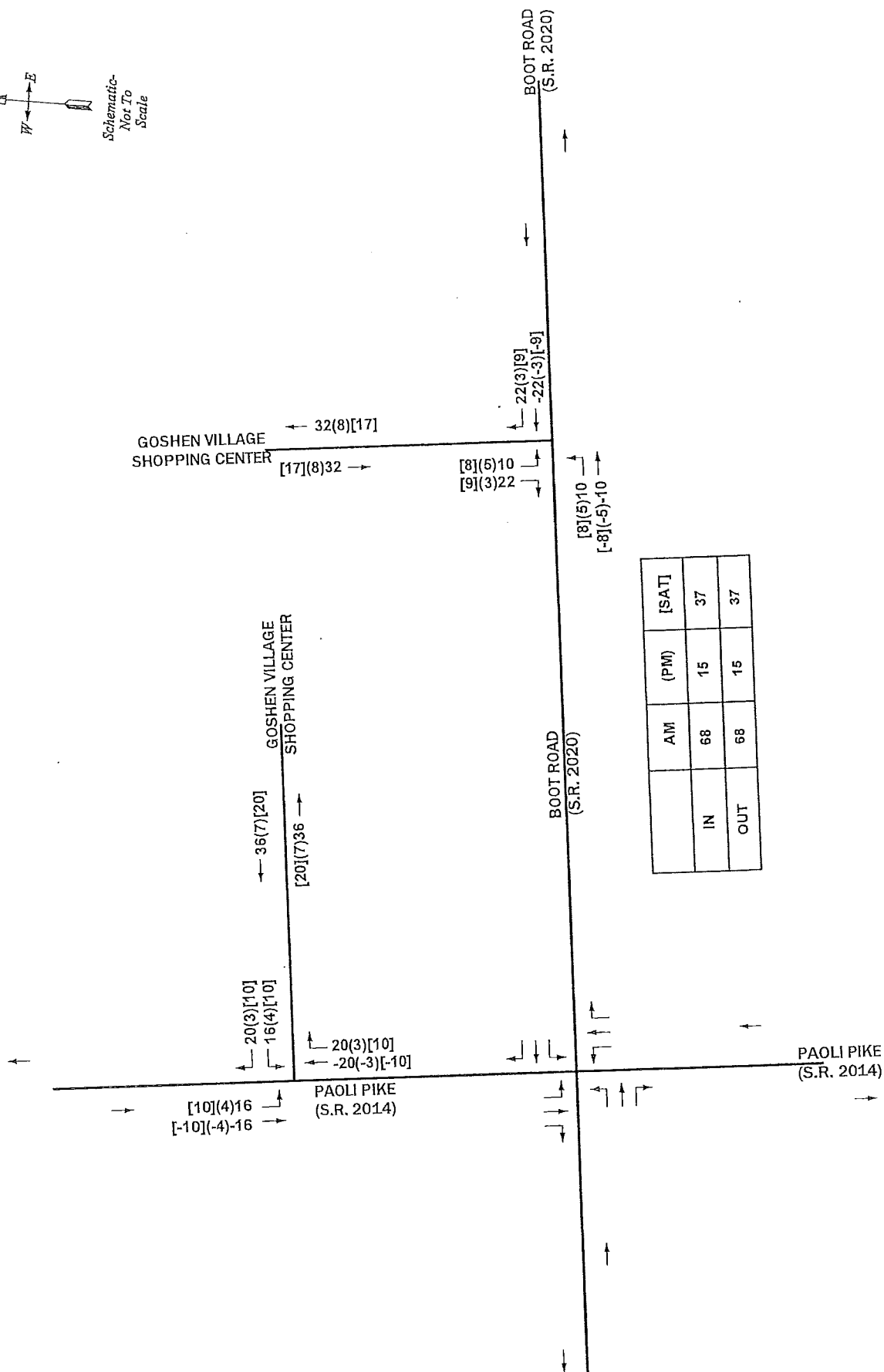
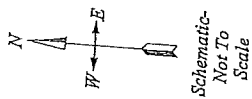


FIGURE 4D

Pass-by Trip Assignment

DUNKIN' DONUTS - GOSHEN VILLAGE SHOPPING CENTER
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA

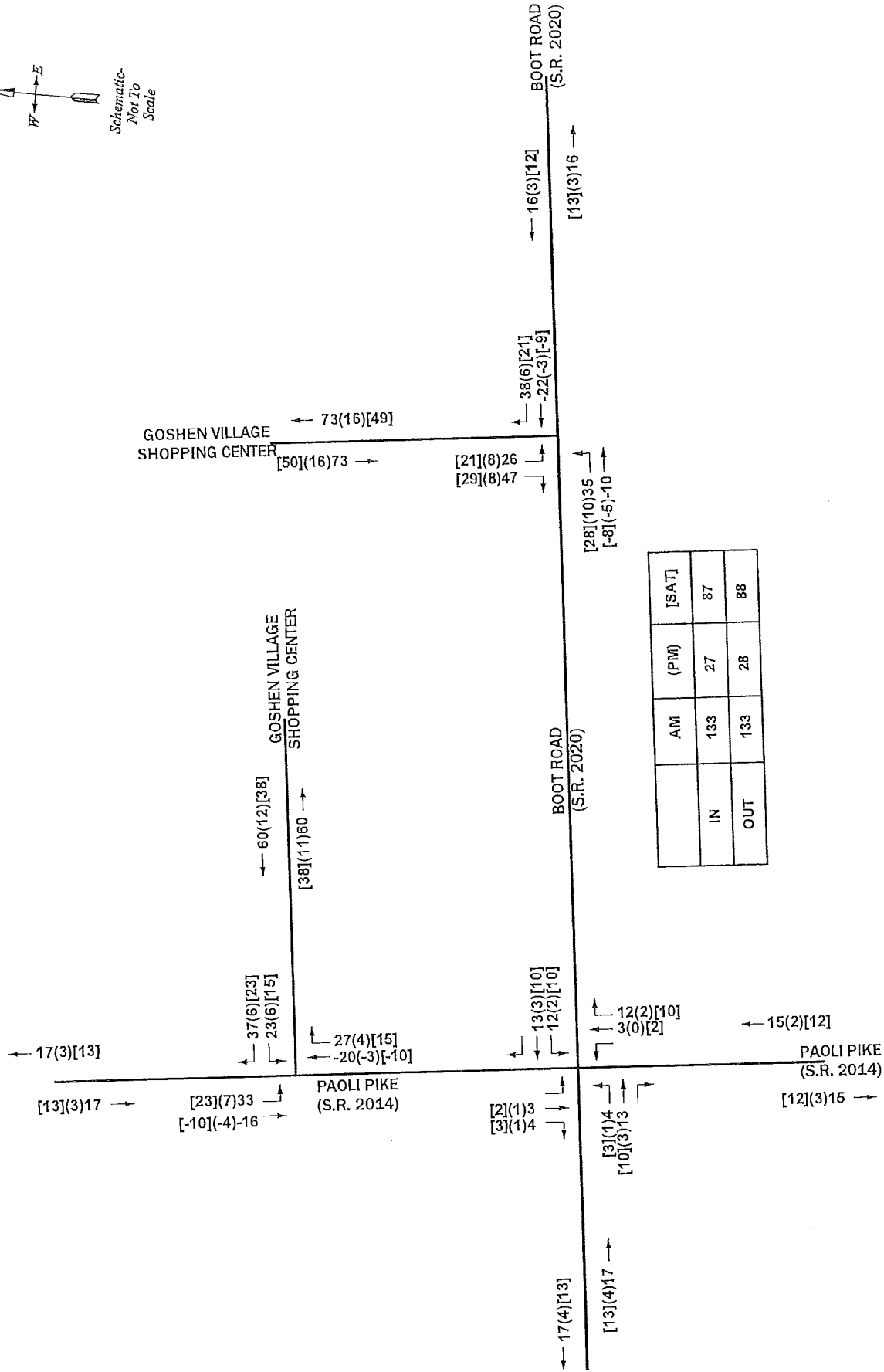
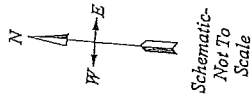


FIGURE 4E

Net "New" and Pass-by Trips

DUNKIN' DONUTS - GOSHEN VILLAGE SHOPPING CENTER
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA

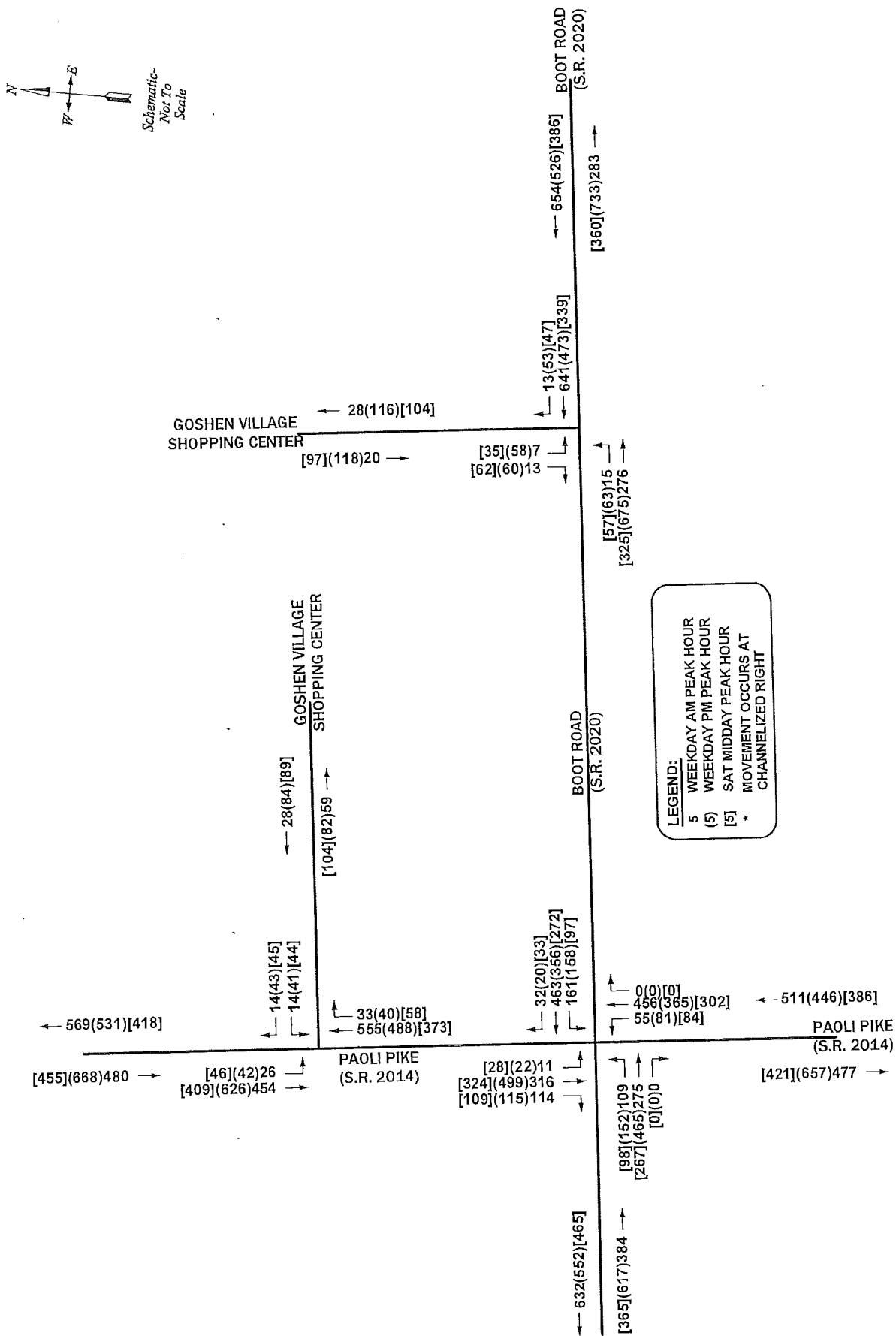


FIGURE 5A

2015 Future Peak Hour Traffic Volumes Without Development

DUNKIN' DONUTS - GOSHEN VILLAGE SHOPPING CENTER
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA

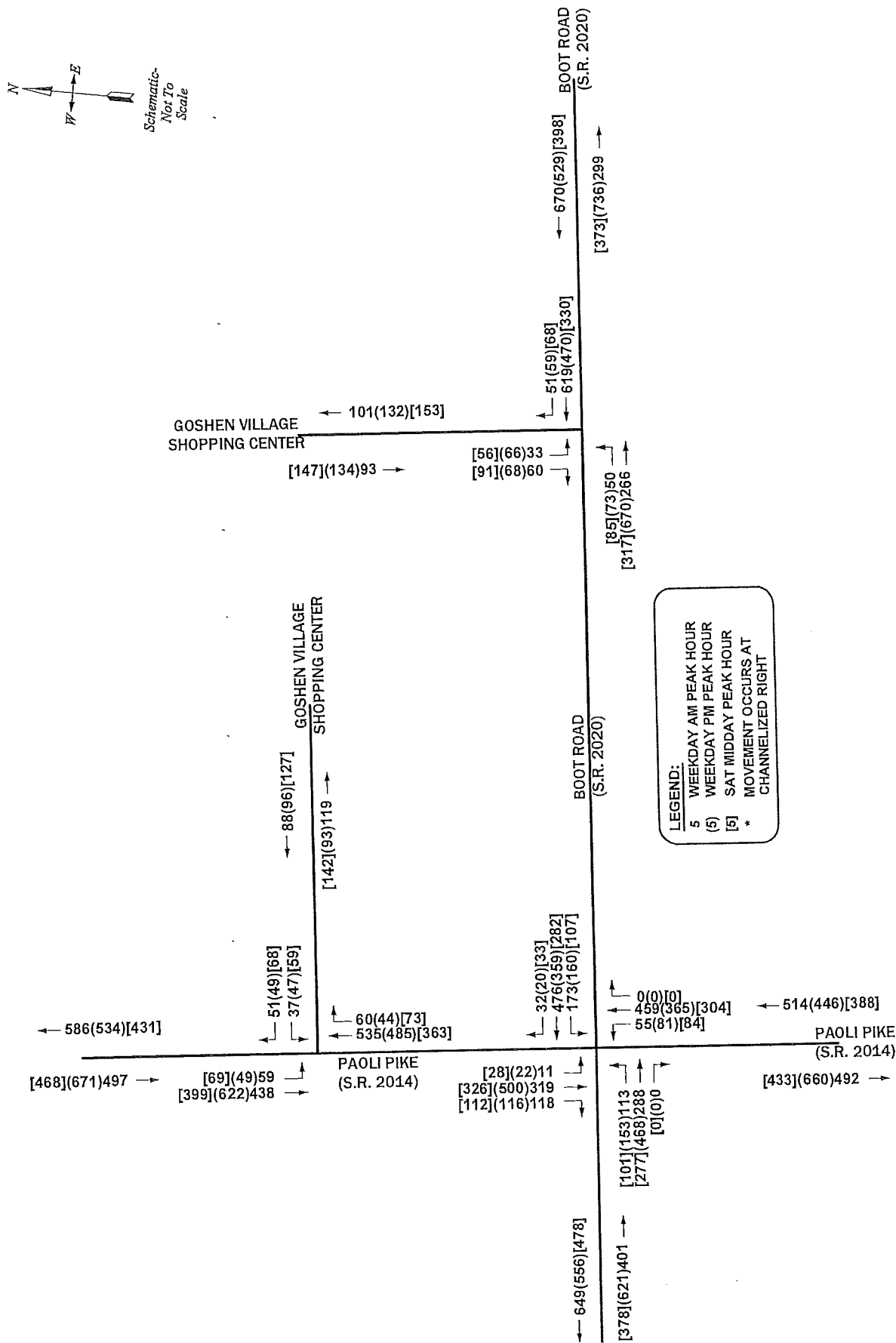


FIGURE 5B

2015 Future Peak Hour Traffic Volumes With Development

DUNKIN' DONUTS - GOSHEN VILLAGE SHOPPING CENTER EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA

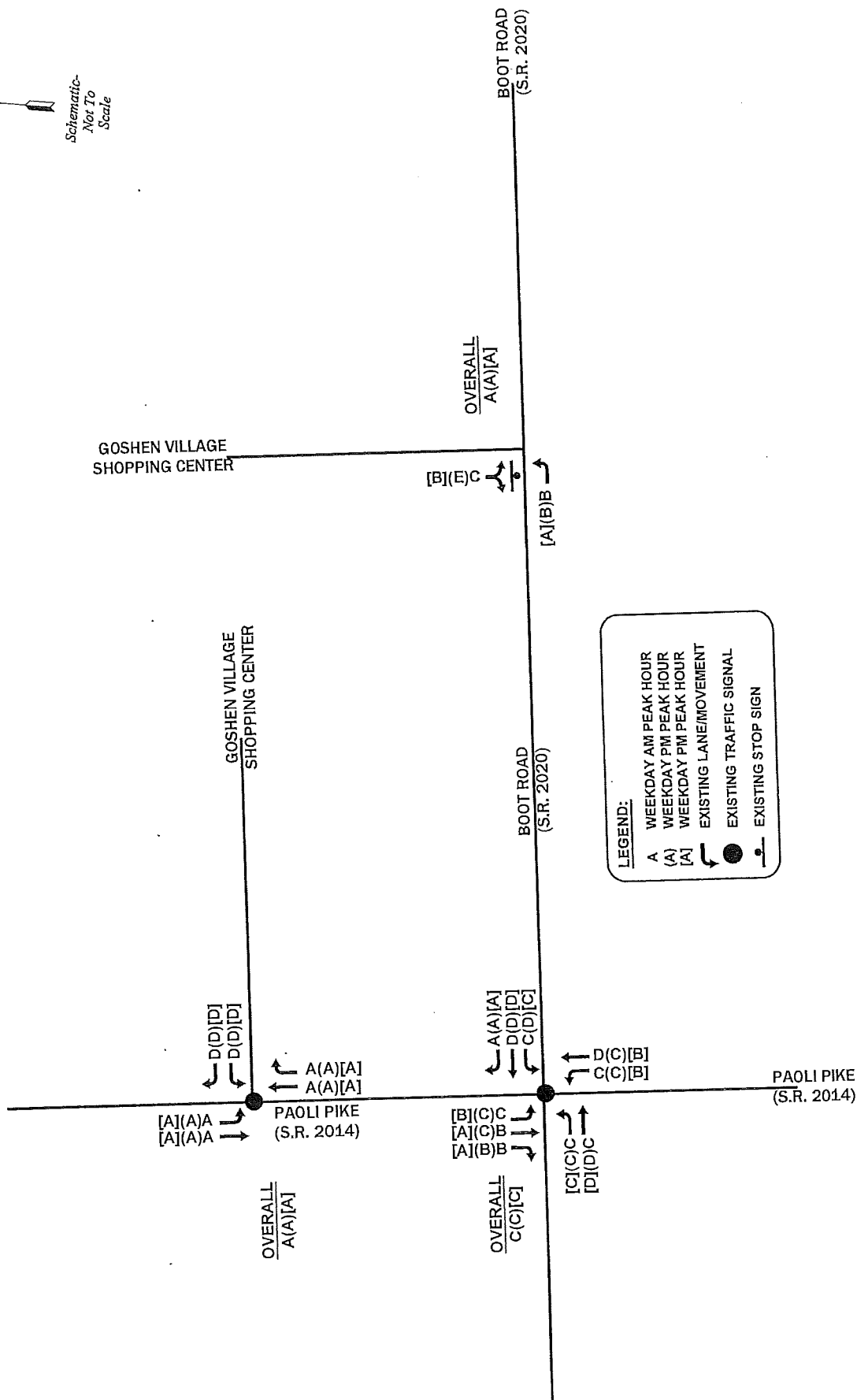
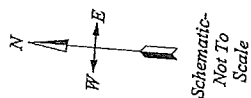


FIGURE 5C
 2015 Future Levels of Service Without Development
DUNKIN' DONUTS - GOSHEN VILLAGE SHOPPING CENTER
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA

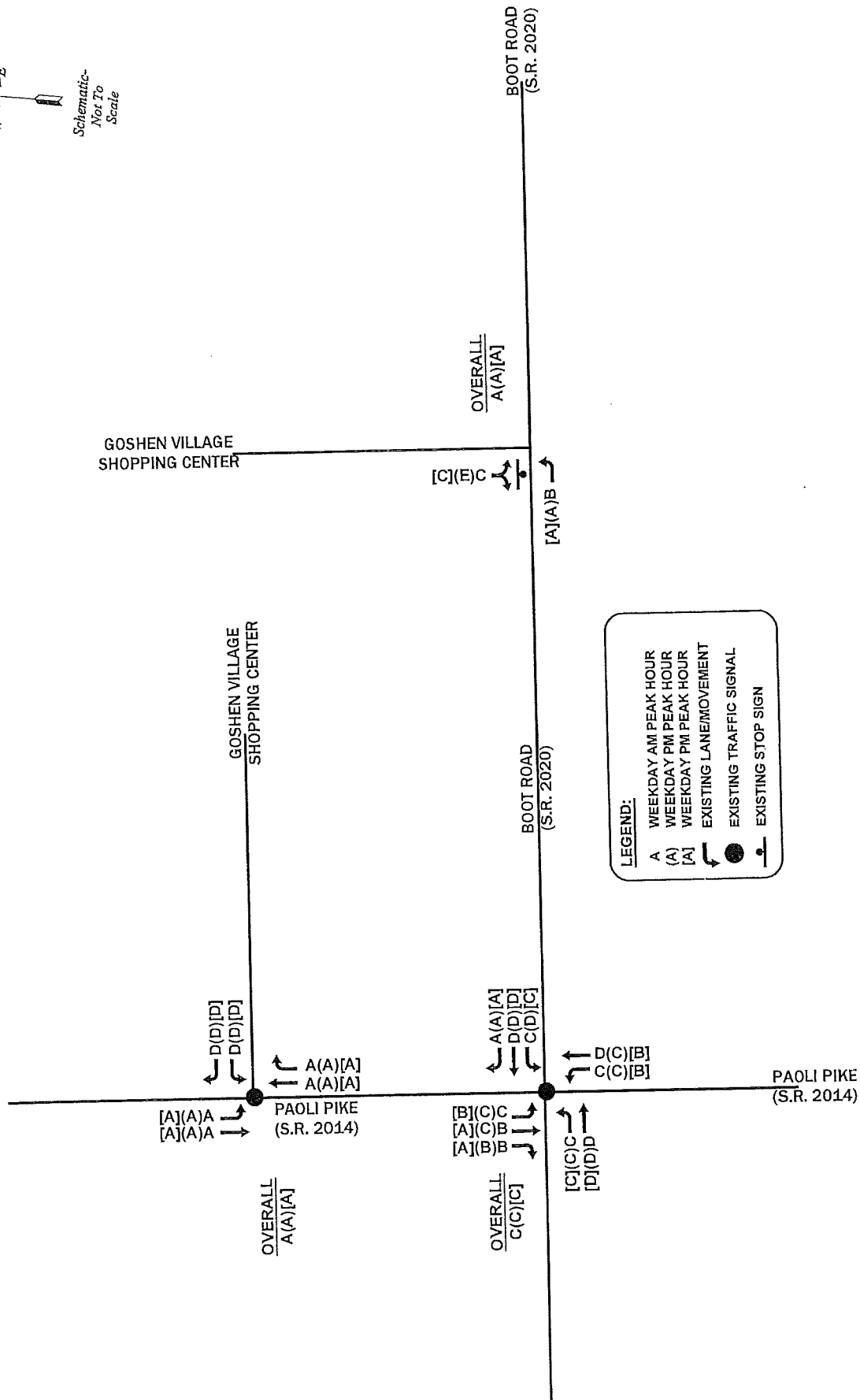
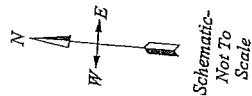


FIGURE 5D

2015 Future Levels of Service With Development

DUNKIN' DONUTS - GOSHEN VILLAGE SHOPPING CENTER EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA

Level-of-Service Matrix Tables
Paoli Pike and Boot Road

[illegible]

Level-of-Service Matrix Tables
Paoli Pike and Shopping Center Access

Time Period		Weekday Morning Peak Hour				Weekday Afternoon Peak Hour				Saturday Midday Peak Hour				
Design Year		2014		2015		2014		2015		2014		2015		
		Existing	Without Dev.	With Dev.	Existing	Without Dev.	With Dev.	Existing	Without Dev.	With Dev.	Existing	Without Dev.	With Dev.	
Shopping Center Access	WB	Left	D	D	D	D	D	D	D	D	D	D	D	
		Right	54.4	54.5	49.9	49.4	54.0	53.7	48.5	53.0	52.8	48.5	53.0	52.8
	Thru	D	D	D	D	D	D	D	D	D	D	D	D	
Paoli Pike	NB	Left	48.3	52.7	53.8	44.1	51.1	51.4	44.3	51.3	53.2	44.3	51.3	53.2
		Right	A	A	A	A	A	A	A	A	A	A	A	A
	Thru	0.8	0.8	0.8	0.7	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
Paoli Pike	SB	Left	A	A	A	A	A	A	A	A	A	A	A	A
		Right	A	A	A	A	A	A	A	A	A	A	A	A
	Thru	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1
Overall	WB	Left	A	A	A	A	A	A	A	A	A	A	A	A
		Right	1.5	1.6	2.4	1.8	1.9	2.1	1.9	2.1	2.5	1.9	2.1	2.5
	Thru	A	A	A	A	A	A	A	A	A	A	A	A	A
Overall	NB	Left	1.8	1.9	2.8	2.6	2.8	3.0	2.2	2.4	2.7	2.2	2.4	2.7
		Right	A	A	A	A	A	A	A	A	A	A	A	A
	Thru	2.0	2.4	5.3	3.1	4.3	4.8	3.5	5.4	7.3	3.5	5.4	7.3	7.3

Level-of-Service Matrix Tables
Boot Road and Shopping Center Access

Time Period		Weekday Morning Peak Hour				Weekday Afternoon Peak Hour				Saturday Midday Peak Hour			
Design Year		2014		2015		2014		2015		2014		2015	
		Existing		Without Dev.		Existing		Without Dev.		Existing		Without Dev.	
		With Dev.				With Dev.				With Dev.			
Boot Road	EB	Left	B	B	B	A	A	A	A	A	A	A	A
			10.3	10.5	10.6	9.8	10.0	9.9	9.4	9.2	9.4	9.4	9.4
	WB	Thru	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
			(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Shopping Center Access	SB	Left/Right	C	C	C	D	E	E	E	B	B	C	C
			16.1	16.5	21.5	27.8	41.2	45.5	14.8	12.6	14.8	17.0	17.0
	Overall		A	A	A	A	A	A	A	A	A	A	A
			0.2	0.5	2.4	2.0	4.0	4.9	2.3	1.2	2.3	3.5	3.5

(1) Movement operates at free flow

95th Percentile Queue Matrix Tables
Paoli Pike and Boot Road

Time Period		Existing Storage (feet)	Proposed Storage (feet)	Weekday Morning Peak Hour			Weekday Afternoon Peak Hour			Saturday/Midday Peak Hour							
Design Year	2014			2015		2014		2015		2014		2015					
	Existing			Without Dev.	With Dev.	Existing	Without Dev.	With Dev.	Existing	Without Dev.	With Dev.	Existing	Without Dev.	With Dev.			
Boot Road	EB	Left	350	-			115	120	128		145	153	153		90	108	113
		Thru	>1000	-			308	318	333		563	580	585		278	328	343
	WB	Left	125	-			165	165	180		155	188	190		83	105	118
		Thru	>1000	-			628	603	630		380	395	400		288	335	353
		Right	300	-			0	0	0		0	0	0		0	0	0
	NB	Left	100	-			50	50	50		80	75	75		55	60	63
Thru		>1000	-			498	513	525		363	365	370		238	260	263	
Paoli Pike	SB	Left	100	-			10	10	10		20	20	20		18	20	20
		Thru	800	-			203	225	230		425	448	458		103	85	90
	Right	350	-			43	48	50		33	35	35		18	15	15	
		Left					10	10	10		20	20	20				
		Thru					203	225	230		425	448	458				
	Right					43	48	50		33	35	35					

95th Percentile Queue Matrix Tables
Paoli Pike and Shopping Center Access

Time Period		Weekday Morning Peak Hour				Weekday Afternoon Peak Hour				Saturday Midday Peak Hour			
Center Access	Design Year	2014		2015		2014		2015		2014		2015	
		Existing	Without Dev.	With Dev.		Existing	Without Dev.	With Dev.		Existing	Without Dev.	With Dev.	
Shopping Center Access	Left	18	23	53		38	60	68		45	73	95	
	Right	5	15	70		5	30	38		13	48	85	
Paoli Pike	Thru	13	13	13		13	10	10		10	10	10	
	Right	0	0	0		0	0	0		0	0	3	
	Left	5	5	18		5	10	13		5	13	23	
	Thru	118	120	153		193	213	210		128	145	148	
		Existing Storage (feet)		Proposed Storage (feet)									
		100		-									
		100		-									
		800		-									
		150		-									
		90		-									
		>1000		-									


95th Percentile Queue Matrix Tables
Boot Road and Shopping Center Access

Time Period		Existing Storage (feet)	Proposed Storage (feet)	Weekday Morning Peak Hour				Weekday Afternoon Peak Hour				Saturday Midday Peak Hour			
Design Year	2014			Without Dev.	With Dev.	2014	Without Dev.	With Dev.	2014	Without Dev.	With Dev.	2014	Without Dev.	With Dev.	
Boot Road	EB	Left	-	0	3	8	8	5	8	8	3	5	8		
		Thru	-	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)		
	WB	Thru	-	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)		
		Right	-												
Shopping Center Access	SB	Left/Right	-	3	5	33		38	78	93	10	20	38		

(1) Movement operates at free flow

MEMORANDUM

TO: Rick Smith, Township Manager
Mark Miller, Director of Public Works

FROM: Nate Cline, PE, Township Engineer 

DATE: September 8, 2014

SUBJECT: Grand Oak Lane and Red Maple Drive

FILE NO.: EGOS00609

As requested, we reviewed an ongoing stormwater issue in the vicinity of the above referenced streets, ultimately affecting the homeowner at 1408 Grand Oak Lane. Per Township request, we focused our efforts on possible remedies that could be implemented by Public Works staff.

We recommend the following three (3) improvements:

1. Install an additional inlet adjacent to the existing inlet located south of the Aqua driveway on Red Maple Drive. This will increase the capacity at this location from approximately 5.3 CFS to 6.8 CFS (27%), during the 25-year storm event, conveying additional runoff into the storm sewer network rather than overloading the one (1) existing inlet and creating overland flow towards 1408 Grand Oak Lane.
2. Install topsoil and/or an asphalt curb along the existing gutter curb at and north of the existing Aqua driveway to direct runoff to the two (2) inlets noted above and prevent overland flow towards 1408 Grand Oak Lane while conveying runoff to the storm sewer network.
3. Install an additional inlet adjacent to the inlet located in the rear of 708 Red Maple Drive next to the Aqua lot. This will further increase inlet capacity at this location, and increase the capture of and bypass runoff.

It is important to note that the asphalt swale on Grand Oak Lane reestablished former drainage patterns in this area, and is located at the natural low point, per discussions with Township staff.

Should you have any further questions, please contact me.

NMC/rr

Received 8-5-14



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

July 18, 2014

Mr. and Mrs. Alexander
1408 Grand Oak Lane
West Chester, PA

RE: Drainage Issues
1408 Grand Oak Lane, East Goshen Township

Dear Mr. and Mrs. Alexander:

It was a pleasure to meet you at your property on Monday, July 14, 2014, to discuss drainage problems you have been experiencing since the summer of 2011. Your residence is at a low point of an approximate (6) acre water shed that runs along Red Maple Drive and Grand Oak Lane north of your property. I have attached a drainage exhibit showing the approximate watershed boundary based on my site walk and aerial imaging and topography dated 2010.

As we discussed, your property and a portion of your neighbor's property, has functioned as a de facto detention / retention basin for the surrounding watershed since the construction of the subdivision. As you informed me, from the time you moved into your home in the summer of 1977 until 2011, there was only one occurrence of water entry into your basement. This suggests to me that for that period of time the watershed above your property did not generate sufficient runoff (except for one occasion in 1999) to cause significant ponding in your backyard or water entry into your basement.

You pointed out in our discussion that in the summer of 2011, two events occurred that could have had an impact on your watershed. One was that the installation of a new well by AQUA on their property north of your residence and the other was the installation of a rocker gutter and re-profiling of Grand Oak Lane by the Township at the intersection of Red Maple Drive and Grand Oak Lane near the top of the watershed draining into your property. The AQUA project changed grading around their property and paved their driveway, but, in my opinion, did not appreciably contribute to additional runoff discharging to your property. The installation of the rocker gutter at Red Maple Drive and Grand Oak Lane appears to have changed the drainage pattern and diverted the overland flow of runoff from lands above your property into your watershed that had not previously flowed in that direction. This new runoff flows down Red Maple Drive to an inlet in front of the AQUA property. During intense storms, this inlet is overwhelmed and the runoff breaches the curb, flows overland down the AQUA property driveway and ends up in your backyard.

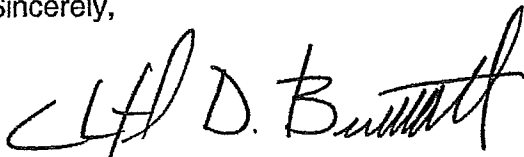
Although there have been recent attempts by AQUA and/or the Township to add stormwater collection features below the AQUA property, the problem remains. While I have not performed any detailed hydrological or hydraulic analysis of the storm collection and conveyance system, I believe that the following actions may improve the situation:

- 1) Restore the drainage pattern that existed at the Red Maple Drive / Grand Oak Lane intersection by removing the rocker gutter.
- 2) Add collection (inlets) and conveyance system (pipe) to the Red Maple Drive storm system to ensure that runoff will be conveyed below ground to the downgrade pipe system, instead of flowing overland to your property.
- 3) Evaluate the capacity of the conveyance system on your property to ensure that it has the ability to accept the design storm.
- 4) Check the storm pipes around your house for cracks / leaks / corrosion that may be contributing to flooding your basement.
- 5) Relocate the discharge end of your sump pump so that it drains to the inlet in front of your house instead of the depression in your backyard.

Obviously, most of these actions will require your interaction with the Township and their engineering staff to determine the feasibility of each. There may also be more global considerations that the Township is aware of that would impact any future action. I encourage you discuss these options with the appropriate personnel at the Township to determine any actions to alleviate your problem.

Please feel free to call me should you have any questions.

Sincerely,



Christopher D. Burkett, PE, RLA, LEED
Executive Vice President

CDB\afj



Schematic Watershed
Boundary Exhibit

Grand Oak Lane East Goshen Township

Gilmore & Associates, Inc.

425 McFarlan Road, Suite 102
Kennett Square, PA 19348
610-444-9006

Date: 07-17-2014

Scale: 1"=100'

Aerial imagery is: Delaware Valley
Regional Planning Commission - Ortho
Imagery dated 2010.

Sept. 2011



May 2014



Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

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

Date: 9/4/2014
To: Board of Supervisors
From: Mark Gordon, Zoning Officer *mlb*
Re: 1662 E. Boot Rd.

Dear Board Members:

The Renahan Building Group has submitted a Preliminary / Final Subdivision and Land Development Plan for review and approval. The subject property was before you in December of last year requesting to remove the existing home from the Township Historic Resource Inventory, which the Board approved. The existing home will be demolished and three new homes will be constructed.

The Conservancy Board, CCPC and the Township Engineer have reviewed the Plan and their comment letters are attached for your information and use. The remaining comments to be addressed are related to the final review of the Chester County Conservation District and will be addressed during their final review.

Township staff is confident that the comments remaining can and will be addressed in short order and recommend approval of the plan before you. I have prepared a DRAFT motion for your review and consideration.

DRAFT MOTION:

Mr. Chairman, I move that we approve the Preliminary / Final Subdivision and Land Development Plan and grant the Tree Protection Zone waiver request for 1662 E. Boot Rd. as depicted on the plans dated 2/13/2014 last revised 8/25/2014 for the creation of three new residential building lots with the following conditions:

1. The Applicant shall address all remaining comments outlined in the Township Engineer's review letter dated 9/3/2014, prior to the execution and recording of the final plans.
2. The applicant will follow all applicable federal, State and Local laws and secure all proper permits and approvals prior to construction of the improvements depicted on the plans.
3. The applicant shall pay an Impact fee of \$396.25 per trip for the project prior to the issuance of a building permit.
4. The applicant agrees to replace any tree, within the tree protection zone, that dies prior to the issuance of certificates of use and occupancy with similar trees at a ratio of two (2) trees for each tree that dies; and add a note to the plan to that effect.

**EAST GOSHEN TOWNSHIP
PLANNING COMMISSION**

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

September 4, 2014

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

Re: 1662 E. Boot Rd.
Subdivision and Land Development
53-4-131.1

Dear Board Members:

At their meeting on September 3, 2014 the Planning Commission voted unanimously in favor of the following motion:

Mr. Chairman, I move that we recommend that the Board of Supervisors approve the Preliminary / Final Subdivision and Land Development Plan and grant the Tree Protection Zone waiver request for 1662 E. Boot Rd. as depicted on the plans dated 2/13/2014 last revised 8/25/2014 for the creation of three new residential building lots with the following conditions:

1. The Applicant shall address all remaining comments outlined in the Township Engineer's review letter dated 9/3/2014 prior to the Board of Supervisors execution of the final plans.
2. The applicant will follow all applicable federal, State and Local laws and secure all proper permits prior to construction of the improvements depicted on the plans.
3. The applicant shall pay an Impact fee of \$396.25 per trip for the project prior to the issuance of a building permit.
4. The applicant agrees to replace any tree, within the tree protection zone, that dies prior to the issuance of certificates of use and occupancy with similar trees at a ratio of two (2) trees for each tree that dies.

Sincerely,



Mark A. Gordon
Township Zoning Officer



September 3, 2014

EGOS 0110

Mark A. Gordon
Director of Code Enforcement/Zoning Officer
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

**RE: Renehan Building Group, 1662 E. Boot Road
Preliminary/Final Subdivision and Land Development – 3rd Submission**

Dear Mr. Gordon:

As requested, we have reviewed the following information, prepared by Vastardis Consulting Engineers, LLC, and received August 26, 2014 regarding the referenced submission:

- "Subdivision & Land Development Plan for Renehan Building Group" (seven sheets) dated February 13, 2014, last revised August 25, 2014;
- "Stormwater Management Report" dated February 25, 2014, last revised August 25, 2014; and
- Response letter dated August 25, 2014 and supplemental information.

The applicant, Renehan Building Group, of Malvern, proposes to remove the existing residence on UPI No. 53-4-131.1 (4.090 acres), subdivide the parcel into three (3) residential lots and construct three (3) new single-family detached dwellings. Lot 1 is proposed to be 1.671 acres, and Lots 2 and 3 are each proposed to be 1.210 acres. The applicant is additionally proposing utilities, stormwater management facilities, private on-lot septic systems and public water service for each lot. The parcel is located on the south side of E. Boot Road (T-385), east of its intersection with Clock Tower Drive (T-635), within the R-2 Low Density Residential zoning district. Three (3) new driveways are proposed via E. Boot Road; the existing driveway will be removed.

The following comments from our August 13, 2014 review letter remain outstanding (new comments in *italics*):

1. The landscape plan shall be prepared in accordance with §205. (§240-27.D)

As the Conservancy Board has reviewed and accepted the proposed Landscape Plan, we have no further comments. However, we recommend a waiver be requested from §205-63.A.(1) as the Tree Protection Zone (TPZ) requirements are not being met in the rear of the lots.

2. The applicant shall provide the Township with a copy of the easement authorizing the proposed discharge points or confirmation from PaDEP that an easement is not required. (§195-15.G) The applicant should provide additional information regarding the downstream conveyance of the proposed discharges.

The applicant has indicated this information will be provided during the NPDES process.

3. Regarding the stormwater management (SWM) site plan contents (§195-27), the following should be provided:
 - a. Easements and deed restrictions in accordance with §195-39. (§195-27.B(18)(c)) Per §195-39, easements shall be established in connection with any regulated activity for all permanent BMPs and conveyances that will not be dedicated to or otherwise owned by the Township. Additionally, notes or other documentation in accordance with §195-27.B(18)(c) are required, as applicable.
The applicant has indicated this information will be provided during the NPDES process.
 - b. An O&M agreement. (§195-27.F(2))
The applicant has indicated this information will be provided once NPDES approval is obtained.
 - c. Loading ratios shall be in accordance with the PA BMP Manual. (§195-27.E)
This issue will remain outstanding pending NPDES approval.

4. E&S calculations (i.e., sediment trap, silt fence, etc.) should be provided.

The applicant has indicated this information will be provided during the NPDES process.

5. Typically, walls greater than four (4) feet in height require an engineered design submitted to the Township for review and approval; we will defer to the Codes Enforcement Officer regarding this issue.

Please additionally note the status of the following reviews/permits:

<i>Review/Permit</i>	<i>Agency/Authority</i>	<i>Status</i>
Landscaping	Conservancy Board	<i>Reviewed and accepted, 8/26/14.</i>
Sanitary Sewer	Municipal Authority	Not applicable.
Planning Module	DEP	Correspondence has not yet been received.
On-Site Septic	CCHD	Correspondence has not yet been received.
E&S/NPDES	CCCD/DEP	Correspondence has not yet been received.
HOP	PennDOT	Not applicable.
Water	Aqua PA	<i>8/25/14 availability letter.</i>
Fire Protection	Fire Marshal	Not applicable.
Historic Resource	Historical Comm.	Correspondence has not yet been received.

September 3, 2014

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

Sincerely,

PENNONI ASSOCIATES INC.

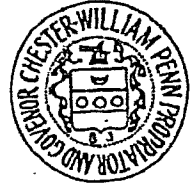


Nathan M. Cline, PE
Township Engineer

cc: Rick Smith, Township Manager (via e-mail)
Renahan Building Group, 318 E. King Street, Malvern (via e-mail)
Nicholas L. Vastardis, PE, Vastardis Consulting Engineers, LLC (via e-mail)



THE COUNTY OF CHESTER



COMMISSIONERS

Ryan Costello
Kathi Cozzone
Terence Farrell

Ronald T. Bailey, AICP
Executive Director

PLANNING COMMISSION

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

March 24, 2014

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

Re: Preliminary/Final Subdivision - 1662 East Boot Road
SD-2-14-9362 - East Goshen Township

Dear Mr. Smith, Jr.:

A preliminary/final subdivision plan entitled "1662 East Boot Road," prepared by Vastardis Consulting Engineers, LLC, and dated February 13, 2014, was received by this office on February 26, 2014. The subdivision is situated on the south side of East Boot Road north of Clocktower Drive and involves the creation of three residential lots from a 4.09 acre site (UPI #53-4-131.1). The existing residence will be removed. The project site, which will be served by public water and on-site sewer, is located in the R-2 Residence zoning district.

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

LANDSCAPES:

1. The project site is located within the **Suburban Landscape** designation of *Landscapes2*, the 2009 County Comprehensive Plan. The location of the proposed subdivision is consistent with the guidelines of the **Suburban Landscape**.

WATERSHEDS:

2. *Watersheds, An Integrated Water Resources Plan for Chester County and Its Watersheds*, was adopted in 2002 as the water resources component of *Landscapes*. *Watersheds* indicates that the proposed development activity is located within the Ridley Creek watershed. The highest priority management objectives identified in *Watersheds* for consideration in land development and land use planning within the Ridley Creek watershed include: reduce stormwater runoff, protect vegetated riparian corridors, and protect/enhance water-based recreation, cultural, historic resources and public access.

It is recommended that these concerns and conditions be taken into consideration in final site design decisions. Specific strategies for implementation to effectively address these items can be found in Part 8 of *Watersheds*. A more detailed listing of water resources management needs and resources to be protected within the Ridley Creek watershed can be found in Part 10 of *Watersheds*.

3. The site is located in an area designated by the Pennsylvania Department of Environmental Protection (DEP) as a Special Protection Watershed. Special Protection Watersheds are important because Chester County's High Quality and Exceptional Value Watersheds may be especially

Page: 2
March 24, 2014
Re: Preliminary/Final Subdivision - 1662 East Boot Road
SD-2-14-9362 - East Goshen Township

sensitive to degradation and pollution that could result from development. The DEP or the municipality may impose stricter limitations on proposed wastewater and stormwater discharges in these watersheds, and special care should be exercised in the design, construction, operation and maintenance of stormwater control facilities in these areas to prevent degradation of the waters of the Commonwealth.

PRIMARY ISSUE:


4. We recommend that, due to the steep slopes located along the East Boot Road frontage, the applicant and Township consider the use of a single shared driveway entrance for the three proposed lots. Shared driveways can reduce the number of new access points on public roads, limit impervious coverage, reduce earth disturbance and lower construction costs.

ADMINISTRATIVE NOTES:

5. The site contains areas of hydric (wet) soils (GdB, GdC and GdD Gladstone) which have limitations to development. These limitations include drainage problems due to low permeability, low runoff rates and sub-surface saturation. When construction takes place on these soils, it interferes with the natural drainage of the land. If construction occurs on this site, on-site alterations to existing drainage patterns should be carefully inspected by the Township Engineer to insure that off-site drainage conditions are not negatively affected.
6. The items on the attached agency contact list should be addressed and reflected in the proposed subdivision.
7. A minimum of five (5) copies of the plan should be presented at the Chester County Planning Commission for endorsement to permit recording of the final plan in accord with the procedures of Act 247, the Pennsylvania Municipalities Planning Code, and to meet the requirements of the Recorder of Deeds, the Assessment Office, and the Health Department.

RECOMMENDATION: The Commission recommends that the issues raised in this letter be addressed and all East Goshen Township requirements be satisfied before action is taken on this plan.

Sincerely,


Ronald T. Bailey, AICP
Secretary

RTB/PF

Attachment

cc: Renehan Building Group, Inc.
J. Eric and Loretta Rudolph
Vastardis Consulting Engineers, LLC
Chester County Health Department
Chester County Conservation District



EAST GOSHEN CONSERVANCY

August 26, 2014

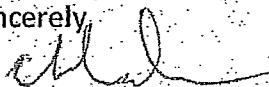
East Goshen Township
Planning Commission
1580 Paoli Pike
West Chester, Pa. 19380

Re: 1662 E. Boot Rd. (3 Lot SD and LD)

Dear Commission Members:

At their meeting on August 13, 2014 the Conservancy Board reviewed and accepted the proposed landscape plan for the 3 lot subdivision and land development for 1662 E. Boot Rd. Any significant changes to the landscape plan shall be forwarded to the Conservancy Board for review and approval.

Sincerely,



Mark A. Gordon
Township Zoning Officer

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380
Voice: 610-692-7171
Fax: 610-692-8950
E-mail: mgordon@eastgoshe.org

Date: 9/5/2014
To: Board of Supervisors
From: Mark Gordon, Zoning Officer *MLG*
Re: 1454 Glenbrook Ln.

Dear Board Members:

The Township has received a ZHB application requesting dimensional relief from the side yard setback requirement for an accessory building. The applicant wants to place a 240 s.f. storage structure within the side yard setback area of his property at 1454 Glenbrook Ln. The applicant is requesting 7 feet of relief in order to place the structure 13 feet from the property line.

This property is exactly 1 acre in area and if this property was .01 acres larger the shed size permitted in the side yard increases to 240 square feet.

Staff does not believe that granting this relief will impose any impact to the character of the neighborhood.

DRAFT MOTION:

Mr. Chairman, I move that we support the dimensional variance application for 1454 Glenbrook Ln. because the relief sought is minimal and will not alter the character of the neighborhood; with the following conditions:

1. The Applicant agrees to have the side yard property line in question; surveyed and marked.
2. The Floodplain line in the rear yard area of the property shall be identified and marked.
3. The applicant agrees to construct an appropriate storm water management system to collect and manage the storm water runoff from the new impervious cover of the accessory building.
4. The applicant will follow all applicable federal, State and Local laws and secure all proper permits prior to construction of the improvements depicted within the application.

**EAST GOSHEN TOWNSHIP
PLANNING COMMISSION**
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

September 5, 2014

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

Re: 1454 Glenbrook Ln.
Dimensional Variance Request
53-6C-28

Dear Board Members:

At their meeting on September 3, 2014 the Planning Commission voted 4 to 2 in favor of the following motion:

Mr. Chairman, I move that we recommend that the Board of Supervisors support the dimensional variance application because the relief sought is minimal and will not alter the character of the neighborhood; with the following conditions:

1. The Applicant agrees to have the side yard property line in question; surveyed and marked.
2. The Floodplain line in the rear yard area of the property shall be identified and marked.
3. The applicant agrees to construct an appropriate storm water management system to collect and manage the storm water runoff from the new impervious cover of the accessory building.
4. The applicant will follow all applicable federal, State and Local laws and secure all proper permits prior to construction of the improvements depicted within the application.

Sincerely,



Mark A. Gordon
Township Zoning Officer

FILE COPY

**EAST GOSHEN TOWNSHIP
ZONING HEARING BOARD APPLICATION**

1580 PAOLI PIKE WEST CHESTER, PA 19380-6199
PHONE (610)-692-7171 FAX (610)-692-8950

Name of Applicant: ANTHONY J SIVO
Applicant Address: 1454 GLENBROOK LANE
WEST CHESTER PA 19380
Telephone Number: 484-459-7232 Fax Number: _____
Email Address: ANT SIVO @ VERIZON . NET
Property Address: 1454 GLENBROOK LN
WEST CHESTER PA 19380
Tax Parcel Number: 5256 Zoning District: _____ Acreage: 1.0

Purpose of Application (check one)

- ☒ Variance (Type: ☐ Use Variance ☒ Dimensional Variance)
☐ Special Exception
☐ Appeal determination of the Zoning Officer
☐ Other _____

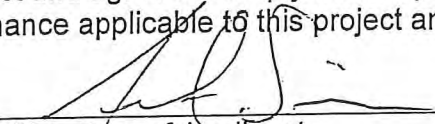
Sections of Zoning Ordinance in which relief is sought:

REQUESTING TO PUT A SHED LARGER THAN
10X12 BUT NO BIGGER THAN 12X20
240-32P

Description of the Zoning Relief requested and the future use of the property:

REQUESTING TO PUT A SHED LARGER THAN
10X12 BUT NO BIGGER THAN 12X20
SHED WOULD BE 14 FEET FROM THE PROPERTY LINE
RATHER THAN THE REQUIRED 20 FEET

We hereby acknowledge that we have read this application and state that the above is correct and agree to comply with all provisions of the East Goshen Township Zoning Ordinance applicable to this project and property.


Signature of Applicant

8/24/14
Date

***Please review the formal application and review procedures on page three.**

**EAST GOSHEN TOWNSHIP
ZONING HEARING BOARD APPLICATION**

1580 PAOLI PIKE WEST CHESTER, PA 19380-6199
PHONE (610)-692-7171 FAX (610)-692-8950

This checklist outlines the steps and items needed to insure completeness of the application and to insure the application follows the process and conforms to the timeframe outlined by the state of Pennsylvania and East Goshen Township. This checklist is broken into two parts, the Application process and the Review Process. The application process must be completed in its entirety prior to the applications advancement into the Review Process.

Applicant Name: ANTHONY J. SIVO

Application Process Checklist (Administration use only):

<u>Item</u>	<u>Date Complete</u>
1. Completed Township Application Form:	<u>8-27-14</u>
2. All related materials submitted:	<u>8-27-14</u>
3. Township application and review fees paid:	<u>8-27-14</u>

Application accepted on 8-27-2014 by MARK GORDON

Official Signature  Title TWP. ZONING OFFICER

Review Process Checklist

<u>Item</u>	<u>Date</u>
1. Start date:	<u>8-27-14</u>
2. Date of first formal Planning Commission Meeting following complete application:	<u>9-3</u>
3. Date sent to CCPC:	<u>—</u>
4. Date sent to Township Engineer:	<u>—</u>
5. Date presented to Planning Commission:	<u>9-3</u>
6. Date sent to CB:	<u>8-28</u>
7. Date sent To MA:	<u>"</u>
8. Date sent to HC:	<u>"</u>
9. Date sent to PRB:	<u>"</u>
10. Date sent to TAB:	<u>"</u>
11. Date by which the PC must act:	<u>9-3</u>
12. Date by which Board of Supervisors must act:	<u>9-16</u>
13. Drop Dead Date; (Day 60):	<u>10-24</u>
14. Zoning Hearing Date:	<u>9-25</u>
15. Dates of public advertisement:	<u>_____ & _____</u>

EAST GOSHEN TOWNSHIP ZONING HEARING BOARD APPLICATION

1580 PAOLI PIKE WEST CHESTER, PA 19380-6199
PHONE (610)-692-7171 FAX (610)-692-8950

Procedures for the processing and review of Subdivision, Land Development, Conditional Use, Variance, and Special Exception Applications

August 19, 2002

2nd Revision: March 2, 2006

1. In order for any application to be considered by the Planning Commission it must be submitted to the Township with all required documentation as per the Township Code and with all applicable fees paid. The Township will use a checklist to verify all required documentation has been submitted. Until the application is complete the application will not be considered "filed" by the Township staff. The Planning Commission will acknowledge receipt of the application at their next regularly scheduled meeting.
2. All materials to be considered at the next regular meeting of the Planning Commission must be submitted with at least eleven (11) copies to the Township Staff by not later than close of business the previous Tuesday. Any materials submitted after that time will be held for the following meeting and not provided to the Commission at the upcoming meeting.
3. The application review cycle for Subdivision and Land Development Applications shall begin with the next regular meeting of the Commission after the complete application is filed. The application review cycle for Conditional Use, Variance, and Special Exception Applications shall begin the day a complete application is filed with the Township.
4. Applicants should not distribute material to the Commission during a meeting unless it is directly related to the initial presentation of the application. All materials for the Planning Commission, including any material to be used at a meeting, must be delivered to the Township Staff not later than close of business the previous Tuesday.
5. The burden of supplying necessary materials to the Planning Commission in a timely manner is on the applicant. Late delivery of material may require an extension on the part of the applicant or a recommendation for denial of the application by the Planning Commission.
6. Formal application presentations to the Planning Commission will only be made at the regular meeting after the complete application is submitted and accepted by the Township staff.
7. The application will remain on the Planning Commission's agenda until such time as the Commission has made its recommendation to the Board of Supervisors and or Zoning Hearing Board.
8. Applicants are encouraged to attend each Planning Commission meeting in order to answer questions or address issues concerning their application.
9. Applications will be voted on only during the regular Planning Commission meetings.
10. The Chairman, in his sole discretion, may waive or modify any of this procedure.

Zoning Hearing Board Procedural Rule for Hearing Continuances: ADOPTED: May 13, 2009

1. The Zoning Hearing Board may grant one application for hearing continuance. Subject to the limited circumstances referenced in paragraph 2 below, the rescheduled hearing shall be held unless the applicant withdraws the application.
2. The continuance after the first one shall only be granted in an extraordinary circumstance.
3. The Zoning Hearing board has the sole discretion whether to grant any continuance.

DATE: August 25, 2014

SUBJECT: Variance Request
Twenty-Foot Property Set Back

TO: East Goshen Township
Zoning Board
1580 Paoli Pike
West Chester, PA 19380

FROM: Mr. Anthony J. Sivo AJS
1454 Glenbrook Lane
West Chester, PA 19380

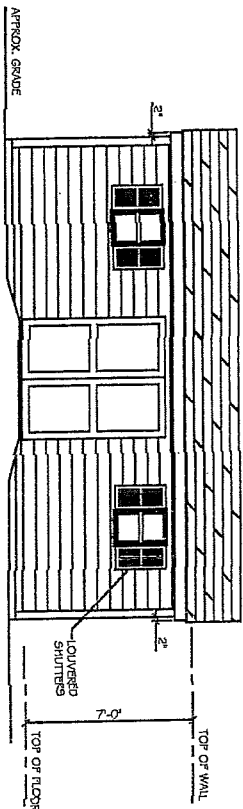
ENCLOSURES: Pictures of the proposed shed location at the above address.

1. The purpose of this request is to gain Township approval for the placement of a prefabricated shed on the above property. The shed would not be larger than 12 feet by 20 feet but would be larger than 10 feet by 12 feet. The shed is needed to store various lawn and gardening equipment used to maintain the property.

2. In order to maintain the sight-lines of the property and to be esthetically pleasing to my neighbors, the proposed positioning of the shed allows for both. This can be more graphically depicted in the pictures I have enclosed. The proposed location allows for proper water mitigation and is hidden for sight from my neighbors on the left and right.

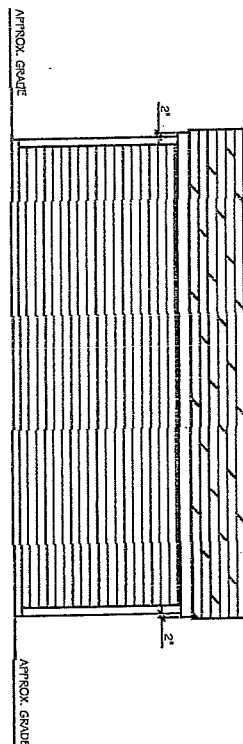
3. Current Township Code only allows for a shed on a 1 acre lot to be no larger than 10 feet by 12 feet. I am seeking a variance to allow a larger shed to be placed on the property and the shed would be 14 feet from the property line. The property is heavily wooded and would not be visible from the roadway other than if you were standing at the top of the driveway. The shed will only be used to store items used solely to maintain my property. As depicted in the pictures the proposed site is the most ideal location for shed and would pose no opposition from my neighbor. The shed would parallel his stand alone garage. In fact my neighbor and I have cultivated the tree line in order for me not to see his garage and he would not be able to view my shed.

4. Thank you for your time in considering this request.



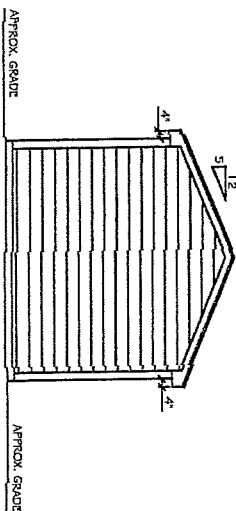
FRONT ELEVATION

SCALE: 1/8" = 1'-0"



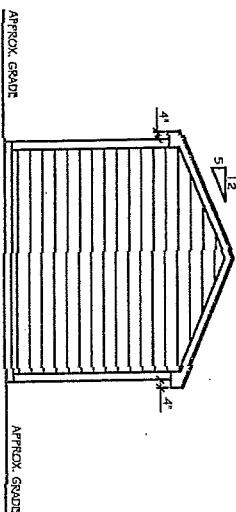
REAR ELEVATION

SCALE: 1/8" = 1'-0"



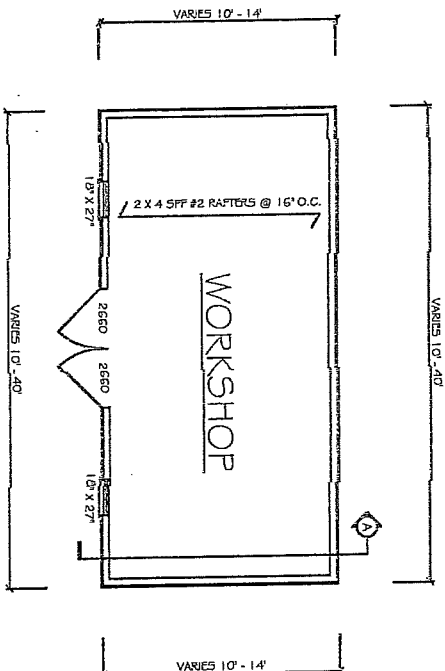
RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"



LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

GENERAL NOTES

- GRADE MUST SLOPE AWAY FROM STRUCTURE.
- P.T. 4 X 4 SKIDS MUST BE UNIFORMLY SUPPORTED.
- PROVIDE DOUBLE 2 X 4 HEADER & SINGLE JACK STUDS OVER ALL WINDOWS & DOORS @ BEARING WALLS.

WINDOW & DOOR SIZES & LOCATION MAY VARY.

- BUILDER MUST VERIFY ALL DIMENSIONS AND ACCURACY BEFORE CONSTRUCTION.
- WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED MEASUREMENTS.
- ALL STRUCTURAL LUMBER SHALL BE SPRUCE, PINE, FIR, UNLESS OTHERWISE NOTED.

LOAD DESIGN CRITERIA

- SNOW LIVE = 30 PSF
- WIND = 100 MPH
- FLOOR LIVE = 125 PSF

JOHN ESH

717-442-5053

DRAFTING CONCEPTS LLC

ARCHITECTURAL DRAFTING
DRAFTER, MANNY STOLTZMAN

SEAL:

PROJECT:

WATERLOO STRUCTURES
3898 LINCOLN HWY.
PARKESBURG, PA 19365

TITLE:

WORKSHOP

DATE:

10-8-10

DRAWN BY:

E.S.

SCALE:

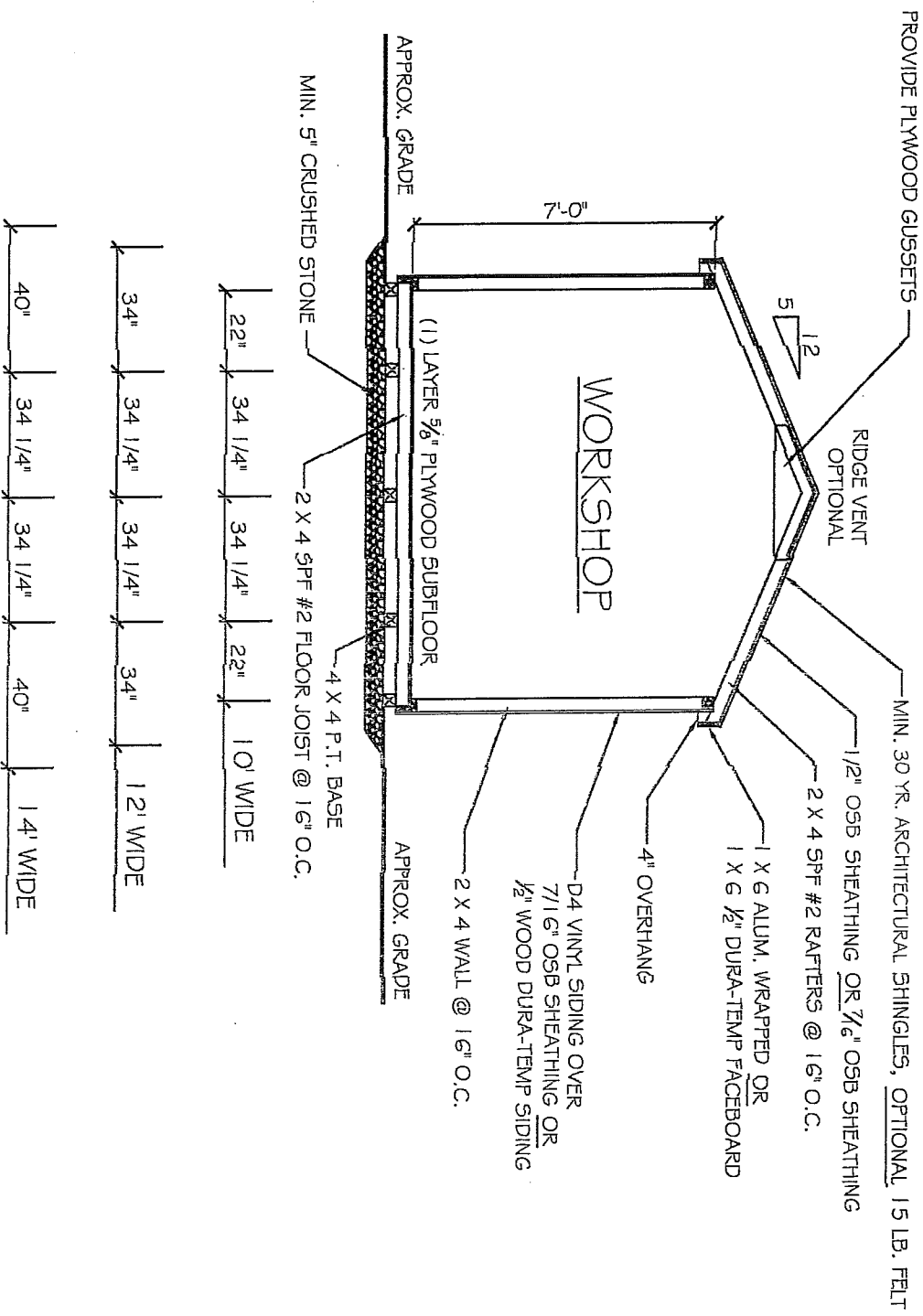
AS NOTED

SHEET:

1 OF 2

E270-10

A-1



SECTION DETAIL "A"

SCALE: 1/4" = 1'-0"

SEAL:

PROJECT:

WATERLOO STRUCTURES
3898 LINCOLN HWY.
PARKESBURG, PA 19365

TITLE:

WORKSHOP

DATE:

10-8-10

DRAWN BY:

E.S.

SCALE:

AS NOTED

SHEET:

2 OF 2

E270-10

A-2

Variance Request 1454 Glenbrook Lane

- The orange cone to the far right marks the property line as it exists.
- Also depicted is the earth berm with shrubs build to shield from line of sight my proposed shed and the existing stand alone garage of my neighbor.

The distance between the property line and proposed placement of the shed is 13 feet and denoted by the yellow cone. Without the variance the shed would protrude into my property by 32 feet as denoted by the tall orange cone with white reflective tape. This would devalue the property and be an "eye sore" for my neighbors on either side.



Variance Request 1454 Glenbrook Lane

- Blue, Yellow, Purple, Red cones depicts a prefabricated shed dimension of 12 feet by 18 feet.
- The front of the shed is 22 feet from the bottom edge of the existing driveway.
- The shed is 52 feet from the creeks forward edge of the property.



Variance Request 1454 Glenbrook Lane

The two pictures below highlight the positioning of the shed and the tree line that would allow for my neighbor and I to enjoy the property but not have any of the view obstructed by the proposed shed and or the existing garage.



1459

1452

END OF DRIVEWAY

22 FEET GAP

SHED WITHOUT VARIANCE

1454

12x18 FOOT SHED

1456

VARIANCE OF 7 FEET REQUESTED
13 FEET FROM PROPERTY LINE

52 FEET TO CREEK

CREEK

21

19

WATER

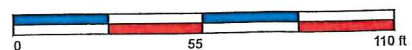


1454 Glenbrook Ln.





1454 Glenbrook Ln.



*Township of East Goshen, PA
Thursday, August 28, 2014*

Chapter 240. ZONING

Article II. Residential Districts

§ 240-9. R-2 Low Density Residential District.

- A. Specific intent. In addition to the objectives stated in §§ **240-3** and **240-7**, the R-2 District is intended to encourage low density residential development on lots of sufficient size to provide for on-lot sewage disposal and on-lot water supply.
- B. Uses permitted by right. The following principal uses are permitted by right in the R-2 District if the area and bulk regulations and all other applicable requirements of this chapter are satisfied:
 - (1) Single-family detached dwelling.
 - (2) Agricultural uses in accordance with § **240-34**, except for animal husbandry, which shall be permitted as a conditional use.
 - (3) A lawfully permitted dwelling unit used as a group home, provided that the requirements of § **240-38** for such use are met.
 - (4) Forestry in accordance with the standards of § **240-34.1**.
[Added 10-29-2002 by Ord. No. 129-Q-02]
- C. Permitted conditional uses. The following principal uses may be permitted in the R-2 District when authorized by the Board of Supervisors in accordance with § **240-31**:
 - (1) Single-family cluster development in accordance with § **240-28**.
 - (2) Fire station.
 - (3) Township park.
 - (4) Place of worship or religious institution, excluding hospitals, sanitariums, penal or corrective institutions.
 - (5) Public or private primary or secondary school.
 - (6) Golf course.

- (7) Riding academy.
- (8) Publicly owned recreation.
- (9) Public utility facility.
- (10) Private recreation facility.
- (11) Single-family open space development in accordance with § **240-36**.
- (12) Private primary school and church or place of worship.
[Added 9-7-1999 by Ord. No. 129-F-99]
- D. Uses permitted by special exception: none.
- E. Accessory uses. The following accessory uses shall be permitted in the R-2 District in accordance with the provisions of § **240-32** and/or such other section listed after each use:
 - (1) Home occupation, which may include day care as an accessory use.
 - (2) Storage shed.
 - (3) Fence and wall.
 - (4) Garage.
 - (5) Recreational vehicle storage.
 - (6) Private greenhouse.
 - (7) Tennis court.
 - (8) Swimming pool.
 - (9) Horse barn.
 - (10) Solar energy systems.
 - (11) Signs. (See § **240-22**.)
 - (12) Animal husbandry.
 - (13) Temporary structure or use.
 - (14) Home-related business.
 - (15) Seasonal sale of farm products. (See § **240-34B**.)
 - (16) Apartment for care of a relative.

(17) No-impact home-based business as accessory to a residential dwelling.

[Added 10-21-2003 by Ord. No. 129-L-03]

F. Design and landscaping controls. The applicable design and landscaping controls in § 240-27D shall apply to residential development in this district.

G. Lot area, width, building coverage, height and yard regulations. The following requirements apply to each use in the R-2 District, subject to further applicable provisions of this chapter:

[Amended 6-1-1999 by Ord. No. 129-D-99]

R-2 Principal Uses

Requirements	Place of Worship and Religious Institution	School	All Other Uses ¹	Private Recreation Facility
Minimum lot area	2 acres	10 acres	1 acre	5 acres
Minimum lot width				
At building setback line	200 feet	300 feet	150 feet	300 feet
At street line	100 feet	150 feet	60 feet	150 feet
Maximum lot coverage				
By buildings	25%	25%	25%	15%
By total impervious cover	35%	35%	35%	35%
Maximum building height				
Stories	3	3	3	3
Feet	30 feet	30 feet	30 feet	30 feet
Minimum front yard	55 feet	65 feet	45 feet	50 feet
Average front yard*	70 feet	80 feet	60 feet	50 feet
Minimum side yard	30 feet each	40 feet each	20 feet each	50 feet
Minimum rear yard	65 feet	75 feet	50 feet	50 feet

*To obtain more flexibility in placing buildings in all residential subdivisions of two or more lots, an average building setback line of 60 feet and a minimum building setback of 45 feet shall be required.

¹NOTE: See § 240-31 for conditional use regulations, § 240-34 for agricultural regulations and § 240-57 for special exception regulations. The most restrictive lot area, width, building coverage, height and yard regulations for each such use shall apply.

East Goshen Zoning Ordinance

§240-32 Accessory uses

P.

Storage sheds and accessory buildings.

(1)

Storage sheds.

[Amended 7-1-2008 by Ord. No. 129-D-08]

(a)

On lots of one acre or less, a maximum of one storage shed of a maximum floor area of 120 square feet and a maximum height of 12 feet at its highest point may be placed or erected within the required side and/or rear yards of the property.

(b)

On lots greater than one acre, a maximum of two storage sheds, each of a maximum floor area of 120 square feet and a maximum height of 12 feet at its highest point, may be placed or erected within the required side and/or rear yards of the property; or, in the alternative, one storage shed of a maximum floor area of 240 square feet and a maximum height of 12 feet at its highest point may be placed or erected within the required side and/or rear yards of the property.

(2)

Any other size of accessory building shall conform to the applicable yard requirements for principal buildings.

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

Voice (610) 692-7171

Fax (610) 425-8950

E-mail rsmith@eastgoshen.org

Date: September 10, 2014

To: Board of Supervisors

From: Rick Smith, Township Manager

Re: Hershey Mill Dam

We have received the permit from PA DEP to rehabilitate the Hershey Mill Dam. Normally, the next step for this type of project would be to prepare a bid documents and solicit bids. I have obtained proposals from EB Walsh (the design engineer) and Pennoni (Township Engineer). EB Walsh to put together the bid package, take the project to a recommendation for award for \$3,300.

The Friends of the Hershey Mill Dam that intends to raise funds to pay for the cost to rehabilitate the dam has advised us that they need a "good number" before they want to begin soliciting donations. This means we need to solicit bids. However, bids are only good for 60 days, which means that it will not be possible for the residents to have a "good number" since the project will have to be rebid.

In addition, the bid package would not include specifications for dredging. The Board had previously opined that they wanted to see how the residents fared with fundraising for "Phase I" (rehabilitation) before incurring costs for "Phase II" dredging. However, some residents believe the ponds needs to be dredged as part of the project, in order for a fundraising effort to be successful.

This gets us to the question of what is the next step in this project?

Memo

To: Board of Supervisors
From: Jon Altshul & Mark Miller
Re: Consider purchase of vehicle diagnostic scanner
Date: September 10, 2014

We budgeted \$7,800 in 2014 in the sinking fund for the purchase of a vehicle diagnostic scanner, which would allow our mechanic to diagnose and potentially fix problems in our fleet as an alternative to sending vehicles to the shop for diagnostics and repairs.

Through the first eight months of 2014, Public Works has taken vehicles for diagnostic scanning 23 times at a cost of \$180 per scan (\$4,140). This cost excludes Public Works labor to drive the vehicle back and forth from the dealer, as well as the cost of some routine vehicle repairs that the Township mechanic could do in-house if the problem had already been diagnosed. Thus, this scanner would likely pay for itself with a year. We expect this scanner to have a useful life of at least 5 years.

We received a quote from Snap-On Tools for a vehicle scanner with three modules (large truck transmission, large truck brakes, and pickup truck) for \$4,745. Mark made multiple attempts to contact two other dealers for quotes (Matco & Mac Tools), but he received no response from either of them.

Snap-On Tools comes highly recommended from dealers of major heavy equipment in the area.

We recommend that the Board authorize the purchase of a vehicle diagnostic scanner and related modules from Snap-On Tools for \$4,745.


Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

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

Date: 9/11/2014

To: Board of Supervisors

From: Mark Gordon, Township Zoning Officer 

Re: **Wind Generated Energy Systems / Windmills**

Dear Board Members:

The Planning Commission has a goal for 2014 to review Wind Generated Energy Systems in the Zoning Ordinance and has been discussing how to move forward with this goal.

Background:

Currently the Zoning Ordinance permits Wind Energy Generation Systems as Accessory Uses in the:

1. R-3 (Medium Density Suburban Residential)
2. R-4 (High Density Suburban Residential)
3. I-1 (Light Industrial) Districts.

It seems to me that these districts were chosen for this use because of the topography. All three of these districts have higher elevations thus making it more feasible for wind energy uses.

§240-6 Definitions

WINDMILL

A machine that is worked by the wind by means of vanes that radiate from a central shaft, which is used to produce energy or perform work.

[Amended 5-7-2002 by Ord. No. 129-K-02]

§240-23 General regulations

C.

Maximum height of buildings and structures.

[Amended 5-7-2002 by Ord. No. 129-K-02]

(1)

Unless specifically permitted, no building or structure shall exceed the maximum height of buildings specified in this chapter, except that the regulations shall not apply to church steeples which are usually placed above the roof level and are not intended for human occupancy.

(2)

Structures such as flagpoles, windmills, watertowers, silos, solar energy collectors and the equipment used for the mounting of such collectors shall be subject to and shall not exceed the maximum permitted building height unless a special exception is granted by the Zoning Hearing Board and the Board affirmatively finds that such structure is proposed, designed, intended and limited in use only to such purpose. In such case, the Board may approve such increased height as is proven by the applicant to be warranted by the functional needs of the structure, subject to such reasonable limitations and conditions as the Board shall impose, provided the height allowed by the Board shall not exceed two times the permitted building height absent the Board's granting of a variance and provided, further, that no structure shall significantly impair solar access of adjacent buildings or solar collector locations.

§240-32 Accessory uses

T.

Windmill.

(1)

All windmills shall be enclosed by a fence at least four feet in height which is located at least five feet from the base of such windmill.

(2)

No windmill shall be permitted that permits any vane, sail or rotor blade to pass within 10 feet of the ground.

(3)

All electrical wiring leading from a windmill shall be located underground.

(4)

No windmill (except the blades) shall exceed the maximum building height of the zoning district in which it is located.

(5)

A windmill shall be located at least two times its total height (including blades) from any building or property not owned by the owner of the windmill, or any street line.

Recommendation:

The parameters outlined in the ordinance for Wind Energy have worked to this point and the accessory use standards make sense. I don't believe there are appropriate areas for windmills as a principle use in East Goshen Township. Allowing wind energy systems in all districts, as an accessory use, would seem the most appropriate change so long as the existing standards can be met.

Does the Board concur with this recommendation?

**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 Supervisors 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 2nd 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. Mr. McKenna handed out the revised plans for the garbage area and discussed the landscaping around the proposed menu board.

Given the absence of Messrs. Shane and Battavio who were out of town, Senya suggested that Mr. McKenna may want to consider postponing his presentation until the full Board was present. Senya was concerned for the Applicant and did not wish for him to take any direction or incur any costs in the absence of a public discussion before the full Board. He also stressed that any decision the three members of the Board may make tonight should not be construed as an endorsement or rejection of the proposed Dunkin Donuts in the Goshen Village Shopping Center. Senya also shared this concern with the Applicant who arrived a little later. Mr. McKenna and the Applicant both expressed appreciation for the consideration and chose to continue.

Mr. McKenna 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. Mr. McKenna 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. Mr.

1 McKenna said that they would like to be able to increase the sign size by 2 square feet. He also
2 mentioned that all signs will be turned off after business hours.

3
4 Chuck had concerns about five parking spaces in the top right corner of the plans that should be
5 eliminated for traffic safety reasons. Mr. McKenna said that it should not be a problem to
6 eliminate those spaces.

7
8 *Chris Williams, McMahon, Transportation & Planners* discussed a traffic impact study prepared
9 on behalf of Abjipapa Enterprises, LLC regarding the possible impact of traffic on the shopping
10 center and the adjoining streets. Mr. Williams mentioned that the study does not take into
11 account the traffic when school is in session.

12
13 Mr. Williams compared the different intersections into the shopping center as well as traffic in
14 the shopping center itself. These flows were studied during peak and non-peak hours. He also
15 estimated the quantity of pass-by trips and new trips to the proposed store and their effect on the
16 traffic in the area.

17
18 The study showed that safe and efficient access to and from the proposed Dunkin Donuts can be
19 provided and the traffic can be accommodated.

20
21 Mr. McKenna also noted that several tenants of the shopping plaza had informally voiced their
22 support for the Dunkin Donuts, as it would likely result in more sales at their businesses. Chuck
23 asked Mr. McKenna if these businesses could provide letters of support for the project. Mr.
24 McKenna indicated that this shouldn't be a problem.

25
26 Chuck motioned to accept the petition and directed Rick to ask our solicitor to review the
27 proposed ordinance. Janet seconded the motion. The motion passed unanimously.

28
29 **Consider recommendation to close out the Applebrook Preserve Escrow**

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

33
34 Senya noted that the Homeowner's Association had not been copied on Pennoni's
35 recommendation and asked whether the Township had received any assurance from homeowners
36 that Pulte's work at the development was completed to their satisfaction.

37
38 *Bill Creeger, representing the Pulte Group*, said he has worked very closely with Jim DeHaven,
39 the President of the Applebrook Preserve Homeowners' Association.

40
41 Senya asked Mr. Creeger to provide some form of documentation or letter from the HOA
42 attesting to its position on the matter before the Board would vote to release the performance
43 bond, which Mr. Creeger stated he would do.

44
45 **Financial Report**

1 Jon Altshul reviewed the July financial report. As of July 31, 2014, the general fund had year-to-
2 date revenues of \$6,198,536 compared to expenses of \$5,570,846 for a positive variance of
3 \$627,690, excluding pass through accounts. Compared to the YTD budget, revenues were
4 \$156,838 over-budget, while expenses were \$251,918 over-budget for a negative budget
5 variance of \$95,080. He also explained that the general fund is on track to end the year with a
6 slight deficit of \$9,757.

7
8 Jon also mentioned that Community Day was under funded by over \$19,000 due to low fund
9 raising by Friends of East Goshen.

10
11 **Review draft burning ordinance**

12 Chuck moved to accept the changes to the draft burning ordinance. Janet seconded the motion.
13 The motion passed unanimously. A public hearing to amend the ordinance will be held on
14 September 16.

15
16 **Consider adoption of Resolution 2014-121 approving Act 537 Plan Amendment for the
17 Reservoir Road Pump Station**

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

25
26 Chuck made a motion to adopt the resolution to amend the Township's Act 537 plan in order to
27 allow for the Reservoir Road Pump Station. Janet seconded the motion. The motion passed
28 unanimously.

29
30 **Consider recommendation to award bid for the Milltown Dam Valve Replacement**

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

34
35 However, he also noted that the Township was recently notified that the dam did not meet DEP
36 standards for a major storm and would have to be substantially rehabilitated. Accordingly, he
37 suggested that the Board delay a decision on the valve replacement until the full board had an
38 opportunity to discuss the dam more generally,

39
40 **Consider recommendation to hire part-time police officers**

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

1
2 **Review Chapter 4 Natural Resources**

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

5
6 **Any Other Matter**

7 None

8
9 **Review of Minutes and Corrections**

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

11
12 **Treasurer's Report & Expenditure Register Report**

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

20
21 **Review Action List**

22
23 Rick noted that the draft Comcast franchise agreement will be available for comment at the
24 September 2nd meeting. He also noted that there has been no activity with the Bicentennial
25 Committee.

26
27 **Correspondence & Reports of Interest**

28
29 Chuck mentioned a letter from Attorney General Pasquale, stating the police pension plan is in
30 moderate distress status. Rick noted that the plan is now 63.3% funded, which is a slight
31 improvement from two years ago.

32
33 **Public Comment**

34 None

35
36 **Adjournment**

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

38
39
40 Barbara Phillips

41 Recording Secretary

42 *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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September 11, 2014

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

GENERAL FUND

Real Estate Tax	\$329.50
Earned Income Tax	\$212,684.12
Local Service Tax	\$11,651.54
Transfer Tax	\$0.00
General Fund Interest Earned	\$552.26
Total Other Revenue	\$50,971.76
Total Receipts:	<u>\$276,189.18</u>

Accounts Payable	\$308,868.73
Electronic Pmts:	
Health Insurance	\$0.00
Credit Card	\$0.00
Postage	\$1,000.00
Debt Service	\$16,494.05
Payroll	\$96,184.89
Total Expenditures:	<u>\$422,547.67</u>

STATE LIQUID FUELS FUND

Receipts	\$0.00
Interest Earned	\$47.44
Total State Liquid Fuels:	<u>\$47.44</u>

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

Interest Earned	<u>\$405.93</u>
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Expenditures:	<u>\$22,372.78</u>
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TRANSPORTATION FUND

Interest Earned	<u>\$188.39</u>
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Expenditures:	<u>\$0.00</u>
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SEWER OPERATING FUND

Receipts	\$52,721.56
Interest Earned	\$26.80
Total Sewer:	<u>\$52,748.36</u>

Accounts Payable	\$51,666.39
Debt Service	\$124,951.29
Credit Card	\$0.00
Total Expenditures:	<u>\$176,617.68</u>

REFUSE FUND

Receipts	\$18,174.29
Interest Earned	\$10.53
Total Refuse:	<u>\$18,184.82</u>

Expenditures	<u>\$67,944.35</u>
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SEWER SINKING FUND

Interest Earned	<u>\$218.15</u>
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Expenditures	<u>\$0.00</u>
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OPERATING RESERVE FUND

Receipts	<u>\$127.49</u>
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Expenditures	<u>\$0.00</u>
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Events Fund

Receipts	<u>\$0.57</u>
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Expenditures	<u>\$0.00</u>
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TO: BOARD OF SUPERVISORS
FROM: BRIAN MCCOOL
SUBJECT: PROPOSED PAYMENTS OF BILLS
DATE: 09-11-14

General Fund expenses include the monthly payment to WEGO in the amount of \$220,022. Also included is a payment for workers compensation insurance in the amount of \$25,351.

Earned Income Tax revenue is above average (\$212,684) due to receiving 2nd quarter remittances from Keystone later than usual.

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EAST GOSHEN TOWNSHIP
MONTHLY DEBT PAYMENT BREAKDOWN
September 25, 2014

GENERAL FUND:

Interest payment	Principal payment	Loan Description	Original loan amount	Remaining Principal	Retirement Date
\$11,755.53	\$0	Multi purpose 9 projects	\$5,500,000	\$3,273,000	2023
\$4,239.32	\$0	Applebrook Park	\$3,000,000	\$1,253,000	2019
\$499.20	\$0	Spray Irrigation	\$287,000	\$144,000	2021

SEWER FUND:

Interest payment	Principal payment	Loan Description	Original loan amount	Remaining Principal	Retirement Date
\$1,568.80	\$0	Sewer Operations Munic Authority	\$1,128,000	\$444,000	2018
\$26,030.40	\$0	RCSTP Expansion	\$9,500,000	\$7,888,000	2032
\$6,352.09	\$91,000	Diversion Projects	\$2,500,000	\$2,409,000	2033

Report Date 09/04/14

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
1471				WESTTOWN-EAST GOSHEN POLICE						
	41139	1	01410 5300	POLICE GEN.EXPENSE	090114	09/04/14	09/01/14	09/04/14	7537 p	220,021.69
				SEPTEMBER 2014 CONTRIBUTION						
										220,021.69
										220,021.69
										1 Prepays, totalling 220,021.69
										0 Printed, totalling 0.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	220,021.69	GENERAL FUND
		220,021.69	

PERIOD SUMMARY

Period	Amount
1409	220,021.69
	220,021.69

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01				GENERAL FUND						
68				AMS APPLIED MICRO SYSTEMS LTD.						
	41142	1	01401 3120	CONSULTING SERVICES	59877	09/04/14		09/04/14		1,034.50
				AUGUST 2014						
	41142	2	01414 5001	ZONING IT CONSULTING	59877	09/04/14		09/04/14		26.00
				AUGUST 2014 GEO PLAN						
										1,060.50
3368				AMZ ENTERTAINMENT						
	41143	1	01452 5150	AMPHITHEATER CONCERTS	00035788-14	09/04/14		09/04/14		225.00
				SNOW QUEEN CHARACTER - FROZEN MOVIE						
										225.00
102				B&D COMPUTER SOLUTIONS						
	41144	1	01401 3120	CONSULTING SERVICES	00002918	09/04/14		09/04/14		1,600.00
				AUGUST 2014						
										1,600.00
117				BAYSHORE FORD TRUCK SALE INC						
	41145	1	01430 2330	VEHICLE MAINT AND REPAIR	I001223199:01	09/04/14		09/04/14		101.41
				REPAIR PANEL-DASH & AIR BRAKE #40						
										101.41
2675				CANDLESTICK COMMUNICATIONS						
	41151	1	01401 3210	COMMUNICATION EXPENSE	PI408250001	09/04/14		09/04/14		7.90
				HANDSET CORDS						
										7.90
3370				CC&T INC.						
	41152	1	01438 3845	EQUIP. RENTAL -RESURFAC.	RF02991	09/04/14		09/04/14		7,500.00
				COLD PLANER RENTAL 8/25-8/31/14						
										7,500.00
3369				DELANEY, DONNA						
	41154	1	01452 3210	FARMERS MARKET EXPENSE	090414	09/04/14		09/04/14		40.00
				MUSICAL ENTERTAINMENT 9/4/14						
	41155	1	01452 3210	FARMERS MARKET EXPENSE	090414-2	09/04/14		09/04/14		150.00
				MUSICAL ENTERTAINMENT 9/11/14						
										190.00

Milling Machine

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
06				REFUSE						
241				C.C. SOLID WASTE AUTHORITY						
	41149	1	06427 4502	LANDFILL FEES	37848	09/04/14		09/04/14		5,306.22
				WEEK 8/25/14 - 8/30/14						
	41150	1	06427 4502	LANDFILL FEES	37780	09/04/14		09/04/14		6,068.20
				WEEK 8/16/14 - 8/22/14						
										11,374.42
										79,621.58
0 Printed, totalling										79,621.58

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	34,259.42	GENERAL FUND
03	03	4,500.00	SINKING FUND
05	05	29,487.74	SEWER OPERATING
06	06	11,374.42	REFUSE
		79,621.58	

PERIOD SUMMARY

Period	Amount
1409	79,621.58
	79,621.58

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
1903	41200	1	01413 3000	ALTHOUSE, GARY GENERAL EXPENSE REIMBURSEMENT FOR ICC CERTIFICATION RENEWAL	090914	09/11/14		09/11/14		87.50
										87.50
1657	41201	1	01411 3630	AQUA PA HYDRANT & WATER SERVICE 000309987 039987 7/31-8/29/14 HY6	090214 HY6	09/11/14		09/11/14		137.52
	41202	1	01411 3630	HYDRANT & WATER SERVICE 000310033 0310033 7/31-8/29/14 186	090214 279	09/11/14		09/11/14		4,696.50
	41202	2	01411 3631	HYDRANTS - RECHARGE EXPENSE 000310033 0310033 7/31-8/29/14 93	090214 279	09/11/14		09/11/14		2,348.25
										7,182.27
82	41204	1	01430 2330	ASSOCIATED TRUCK PARTS VEHICLE MAINT AND REPAIR ALARM & SMART ALARM	915453	09/11/14		09/11/14		103.00
										103.00
113	41205	1	01438 2460	BARTLETT TREE EXPERTS TREE REMOVAL PIN OAK REMOVAL - GRAND OAK LANE	36147296-0	09/11/14		09/11/14		2,320.00
										2,320.00
3374	41207	1	01367 3710	BEEBE, GENEVA ZUMBA REFUND DUE TO CANCELLED ZUMBA CLASS	091114	09/11/14		09/11/14		40.00
										40.00
3213	41208	1	01438 3840	BEST LINE EQUIPMENT EQUIPMENT RENTAL HYDRAULIC BREAKER FOR BOBCAT RENTAL	R01834	09/11/14		09/11/14		991.90
										991.90
454	41210	1	01414 3000	BRANDYWINE CONSERVANCY CODE BOOKS/OTHER COMPREHENSIVE PLAN UPDATE #14	68084	09/11/14		09/11/14		346.25
										346.25

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
197				BUCKLEY BRION MCGUIRE & MORRIS						
	41212	1	01404 3140	LEGAL - ADMIN LEGAL SERVICE 7/30/14 - 8/22/14	2304	09/11/14		09/11/14		705.80
	41212	2	01413 3140	LEGAL - TWP CODE LEGAL SERVICE 7/30/14 - 8/22/14	2304	09/11/14		09/11/14		320.30
	41212	3	01414 3142	LEGAL - CONDITIONAL USE LEGAL SERVICE - 7/30-8/22/14	2304	09/11/14		09/11/14		47.50
	41212	4	01438 1510	LEGAL - PUBLIC WORKS LEGAL SERVICE - 7/30-8/22/14	2304	09/11/14		09/11/14		290.70
										1,364.30
3375				CMAGNETS.COM						
	41214	1	01452 3210	FARMERS MARKET EXPENSE CUSTOM GROCERY BAG SHAPE MAGNETS	CMD00187479	09/11/14		09/11/14		215.00
										215.00
3249				COMCAST 299814-01-8						
	41215	1	01401 3210	COMMUNICATION EXPENSE 299814-01-8 9/5-10/4/14 EG PRK LED	082814	09/11/14		09/11/14		97.85
										97.85
2555				FASTENAL						
	41216	1	01430 2330	VEHICLE MAINT AND REPAIR T ROD Z	PAMAV15861	09/11/14		09/11/14		6.17
										6.17
525				GARDEN STATE HWY. PRODUCT						
	41218	1	01433 2450	MATERIALS & SUPPLIES - SIGNS 4 SINGLE FACED SIGNS - WYLLPEN & SCOFIELD	101855	09/11/14		09/11/14		33.12
										33.12
2631				GRAPHIC IMPRESSIONS OF AMERICA INC.						
	41219	1	01401 2100	MATERIALS & SUPPLIES 500 BUSINESS CARDS - MARK MILLER	14-3069	09/11/14		09/11/14		40.00
	41220	1	01401 2100	MATERIALS & SUPPLIES 500 BUSINESS CARDS - SENYA ISAYEFF	14-3104	09/11/14		09/11/14		40.00
										80.00

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2717	41228	1	01433 2500	HIGGINS & SONS INC., CHARLES A. MAINT. REPAIRS.TRAFF.SIG. TRAF.LIGHT REPAIR WILSON & BOOT & BOOT/VILLAGE SQ.& BOOT/RT352	37493	09/11/14		09/11/14		1,042.71
										1,042.71
679	41229	1	01430 2330	INTERCON TRUCK EQUIPMENT VEHICLE MAINT AND REPAIR DONOVAN ARM LESS ELBOW AND HANDLES	1043445-IN	09/11/14		09/11/14		285.69
										285.69
719	41231	1	01437 2460	KEEN COMPRESSED GAS COMPANY GENERAL EXPENSE - SHOP VARIOUS GAS CYLINDERS	83012199	09/11/14		09/11/14		55.29
										55.29
2442	41232	1	01432 2500	KENT AUTOMOTIVE SNOW - MAINTENANCE & REPAIRS HYD FITTINGS - ADAPTERS & PLUGS	9302688112	09/11/14		09/11/14		351.25
										351.25
829	41233	1	01409 3740	MASTER'S TOUCH TWP. BLDG. - MAINT & REPAIRS EXTERM. SERVICE - SEPT.2014 BLKSMTH	54399	09/11/14		09/11/14		190.00
										190.00
3376	41234	1	01116 1000	MILLER, EDWARD CLEARING ACCOUNT PARK RENTAL DEPOSIT RETURN	090814	09/11/14		09/11/14		50.00
										50.00
2750	41235	1	01486 3500	MRM WORKER'S COMP. FUND INSURANCE COVERAGE -PREM. FIRST INSTALL.OF FOUR POL.#1415-352	1415PRJ8209	09/11/14		09/11/14		25,351.11
										25,351.11
1641	41236	1	01430 2330	NAPA AUTO PARTS VEHICLE MAINT AND REPAIR BATTERY CORE RETURN	2-598826	09/11/14		09/11/14		-30.00
	41237	1	01430 2330	VEHICLE MAINT AND REPAIR WARRANTY RETURN - 2 BATTERIES	2-599122	09/11/14		09/11/14		-199.72
	41238	1	01430 2330	VEHICLE MAINT AND REPAIR 4 BATTERIES	2-600202	09/11/14		09/11/14		557.80

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
1641										
				NAPA AUTO PARTS						
41239	1	01430	2330	VEHICLE MAINT AND REPAIR 3 BATTERY CORES RETURN	2-600487	09/11/14		09/11/14		-67.50
41240	1	01430	2330	VEHICLE MAINT AND REPAIR ANTENNA (2)	2-600483	09/11/14		09/11/14		12.56
										273.14
1554										
				OFFICE DEPOT						
41241	1	01401	2100	MATERIALS & SUPPLIES SEALING TAPE, FILE POCKETS, WRITING PADS, TAPE & NOTE PADS	725652382001	09/11/14		09/11/14		48.77
										48.77
1002										
				PA MUNICIPAL LEAGUE						
41242	1	01401	3000	GENERAL EXPENSE 2014 L3P MEMBERSHIP	090114	09/11/14		09/11/14		65.00
										65.00
2593										
				PECO - 18510-39089						
41245	1	01454	3600	UTILITIES 18510-39089 8/3-9/2/14 BOW TREE PMP	090414	09/11/14		09/11/14		72.17
										72.17
1032										
				PECO - 99193-01302						
41243	1	01409	3600	TWP. BLDG. - FUEL, LIGHT, WATER 99193-01302 7/28-8/28/14	090614	09/11/14		09/11/14		3,552.23
41243	2	01454	3600	UTILITIES 99193-01302 7/28-8/28/14	090614	09/11/14		09/11/14		74.00
										3,626.23
1005										
				PENNSYLVANIA ONE CALL SYSTEM						
41247	1	01438	3840	EQUIPMENT RENTAL MONTHLY ACTIVITY AUGUST 2014	0000602096	09/11/14		09/11/14		54.90
										54.90
1161										
				REILLY & SONS INC						
41249	1	01430	2320	VEHICLE OPERATION - FUEL 286.0 GALLONS GASOLINE	68737	09/11/14		09/11/14		807.95
41250	1	01430	2320	VEHICLE OPERATION - FUEL 378.6 GALLONS DIESEL	68736	09/11/14		09/11/14		1,118.38
										1,926.33

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
3373				SESAC LLC						
	41251	1	01452	5150 AMPHITHEATER CONCERTS LICENSE FEE - "FROZEN" AT AMPHITHTR.	082514	09/11/14		09/11/14		114.33
										114.33
3377				SHEA, WILLIAM J.						
	41252	1	01367	3504 GOLF APPLEBROOK/HMV APPLEBROOK GOLF CANCELLATION	091114	09/11/14		09/11/14		190.00
										190.00
2108				SIDELINES SPORTSWEAR & PROMOTIONS						
	41253	1	01487	1910 UNIFORMS 3 GREEN SHIRTS - MARTY & RICK	4144	09/11/14		09/11/14		132.50
										132.50
1783				STATE WORKERS INSURANCE FUND						
	41254	1	01411	6000 VOLUNTEER FIREFIGHTER WORKERS COMP INSTALLMENT 10 OF 11 POL.#0591852	082914	09/11/14		09/11/14		4,123.00
										4,123.00
2995				UNIFIRST CORPORATION						
	41255	1	01409	3740 TWP. BLDG. - MAINT & REPAIRS WEEK END 8/6/14 CLEAN MATS	072 0649088	09/11/14		09/11/14		11.04
	41255	2	01487	1910 UNIFORMS WEEK END 8/6/14 CLEAN UNIFORMS	072 0649088	09/11/14		09/11/14		161.06
	41256	1	01409	3740 TWP. BLDG. - MAINT & REPAIRS WEEK END 7/30/14 CLEAN MATS	072 0648098	09/11/14		09/11/14		11.04
	41256	2	01487	1910 UNIFORMS WEEK END 7/30/14 CLEAN UNIFORMS	072 0648098	09/11/14		09/11/14		161.06
	41257	1	01409	3740 TWP. BLDG. - MAINT & REPAIRS WEEK END 8/13/14 CLEAN MATS	072 0650110	09/11/14		09/11/14		11.04
	41257	2	01487	1910 UNIFORMS WEEK END 8/13/14 CLEAN UNIFORMS	072 0650110	09/11/14		09/11/14		161.06
	41258	1	01409	3740 TWP. BLDG. - MAINT & REPAIRS WEEK END 8/27/14 CLEAN MATS	0720652115	09/11/14		09/11/14		12.30
	41258	2	01487	1910 UNIFORMS WEEK END 8/27/14 CLEAN UNIFORMS	0720652115	09/11/14		09/11/14		178.15
	41259	1	01409	3740 TWP. BLDG. - MAINT & REPAIRS WEEK END 8/20/14 CLEAN MATS	072 0651106	09/11/14		09/11/14		12.30
	41259	2	01487	1910 UNIFORMS WEEK END 8/20/14 CLEAN UNIFORMS	072 0651106	09/11/14		09/11/14		178.15
										897.20

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
3355				UNIQUE PAVING MATERIALS CORP.						
	41260	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 12 5 GALLON PAISLS CONCRETE	239429	09/11/14		09/11/14		573.77
										573.77
1389				UNRUH TURNER BURKE FREES						
	41261	1	01414 3141	LEGAL - ZONING HEARING BOARD LEGAL SERVICE 6/25-8/11/14 SUNOCO	118943	09/11/14		09/11/14		1,960.89
										1,960.89
910				US MUNICIPAL SUPPLY INC.						
	41263	1	01430 2330	VEHICLE MAINT AND REPAIR PETCOCK VALVES - PAVER	6062019	09/11/14		09/11/14		255.99
										255.99
2829				VERIZON - TWP.FIOS 11627						
	41265	1	01401 3210	COMMUNICATION EXPENSE 8/28/14 - 9/27/14 TWP FIOS	082814-11627	09/11/14		09/11/14		79.99
										79.99

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05	SEWER OPERATING									
1849	41224	1	05422	3702 HICKS BROTHERS LLC R.C. COLLECTION-MAINT. & REP I&I 21 BALES STRAW	33527	09/11/14		09/11/14		115.50
										115.50
627	41227	1	05420	3702 HIGHWAY MATERIALS INC. C.C. COLLEC.-MAINT.& REPR. 60.01 TONS 9.5H .3<3 ASPHALT MANLEY	1633823MB	09/11/14		09/11/14		2,982.50
										2,982.50
694	41230	1	05422	3701 J&L BUILDING MATERIALS INC R.C. COLLEC.-MAINT.& REPR 18"#1 PERFECTION & HIP/RIDGE 16FT	03394313	09/11/14		09/11/14		364.62
										364.62
1031	41244	1	05420	3602 PECO - 99193-01204 C.C. COLLECTION -UTILITIES 99193-01204 7/27-8/25/14	090614	09/11/14		09/11/14		365.30
	41244	2	05420	3600 C.C. METERS - UTILITIES 99193-01204 7/27-8/25/14	090614	09/11/14		09/11/14		10.00
	41244	3	05422	3601 R.C. COLLEC.-UTILITIES 99193-01204 7/27-8/25/14	090614	09/11/14		09/11/14		57.30
	41244	4	05422	3600 R.C STP -UTILITIES 99193-01204 7/27-8/25/14	090614	09/11/14		09/11/14		10,098.79
										10,531.39
1035	41246	1	05420	3702 FENDERGAST SAFETY EQUIP. C.C. COLLEC.-MAINT.& REPR. GAS MONITOR WITH PUMP & VEHICLE CHG	1076561-01	09/11/14		09/11/14		869.36
										869.36
1005	41247	2	05422	3701 PENNSYLVANIA ONE CALL SYSTEM R.C. COLLEC.-MAINT.& REPR MONTHLY ACTIVITY AUGUST 2014	0000602096	09/11/14		09/11/14		54.90
	41247	3	05420	3702 C.C. COLLEC.-MAINT.& REPR. MONTHLY ACTIVITY AUGUST 2014	0000602096	09/11/14		09/11/14		54.90
										109.80

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2342				POWERPRO EQUIPMENT						
	41248	1	05420 3702	C.C. COLLEC.-MAINT.& REPR. PREMIX MORTAR & SAKRETE	P58380	09/11/14		09/11/14		510.60
										510.60
1395				USA BLUE BOOK						
	41262	1	05422 2600	R.C. STP-MINOR EQUIP. DRY-KEEPER - LAB EQUIPMENT	432742	09/11/14		09/11/14		994.48
										994.48
2773				VERIZON - PW FIOS 9583						
	41264	1	05422 3601	R.C. COLLEC.-UTILITIES 8/28/14 - 9/27/14 PW FIOS	082814-9583	09/11/14		09/11/14		79.99
										79.99

Report Date 09/11/14

Expenditures Register
GL-1409-44231

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MARPO5 run by BARBARA

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
06				REFUSE						
2762	41197	1	06427 4500	AJB A.J. BLOSENSKI INC. CONTRACTED SERV. RESIDENTIAL PICK UP LESS COST OF RESIDENT'S TRASH CAN	49100946	09/11/14		09/11/14		49,680.23
										49,680.23
197	41211	2	06427 3140	BUCKLEY BRION MCGUIRE & MORRIS LEGAL SERVICES LEGAL SERVICE RE: MUNICIPAL CLAIMS 7/23/14 - 8/22/14	2305	09/11/14		09/11/14		1,357.00
										1,357.00
241	41213	1	06427 4502	C.C. SOLID WASTE AUTHORITY LANDFILL FEES WEEK 9/2/14 - 9/5/14	37922	09/11/14		09/11/14		5,532.70
										5,532.70
										151,208.98
									0 Printed, totalling	151,208.98

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	54,587.62	GENERAL FUND
03	03	17,872.78	SINKING FUND
05	05	22,178.65	SEWER OPERATING
06	06	56,569.93	REFUSE
		151,208.98	

PERIOD SUMMARY

Period	Amount
1409	151,208.98
	151,208.98

EAST GOSHEN TOWNSHIP ACTION LIST

New additions are in bold	September 16, 2014
Item	Date
Bicentennial Committee	September 16, 2014
Comcast Franchise Renewal	September 16, 2014
Comp Plan	October 7, 2014
Open Space Plan	October 7, 2014
Hershey's Mill Dam	October 7, 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:

Comcast Franchise

No:

10

List Date:

12/18/2013

Completed Date:

Description:

Execute Comcast Franchise Agreement

Date	Action
4/16/2013	Kristin has been in contact with Kevin at Comcast, He wants to finish up some other agreement before starting on East Goshen's
7/16/2013	Kevin wants to use the Verizon agreement as a model. Kristin is marking up a draft agreement.
8/20/2013	Kristin is marking up a draft agreement.
9/17/2013	No activity
10/15/2013	Verizon Agreement has been sent to Comcast, We are waiting on their comments about the PEG language
11/19/2013	Verizon Agreement has been sent to Comcast, We are waiting on their comments about the PEG language. I spoke to Kevin Broadhurst about this and he is aware of our desire to have this completed .
12/17/2013	Nothing new
1/21/2013	Nothing new
2/18/2014	E-mailed Kevin asking about status
3/18/2014	I left a voice mail for Kevin. Our current agreement does not expire until October 2015
4/22/2014	Staff is currently reviewing first draft
5/13/2014	Currently under review
6/17/2014	Conference call with Solicitor, Manager and Kevin scheduled for July 2.
7/15/2014	Currently under review
8/19/2014	Final draft will be available for review at 9/2/14 meeting
9/16/2014	Board scheduled to adopt on 9/16

EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

Bicentennial Committee

No:

List Date:

11/12/2013

Completed Date:

Description:

Create Committee for Bicentennial celebration in 2017, and develop and implement a plan for the event

Date	Action
11/19/2013	Approximately \$13,000 in funding from the original Friends of East Goshen account at the CC Community Foundation will be transferred to the new Friends of East Goshen Account
11/19/2013	Board agreed to create committee but not staff it until 2014
12/17/2013	Notice on web page
1/21/2014	Board to review resumes
2/18/2014	Senya Isayeff and Ray Halverson (WG) appointed to coordinate efforts
3/18/2014	Staff is contacting other municipalities that have undertaken similar events for information
4/22/2014	Interviews scheduled
5/13/2012	Interviews had to be rescheduled to 5/13
6/17/2014	Interview conducted
7/15/2014	No activity
9/19/2014	No activity
10/16/2014	No activity



THE COUNTY OF CHESTER



COMMISSIONERS

Ryan Costello
Kathi Cozzone
Terence Farrell

Ronald T. Bailey, AICP
Executive Director

PLANNING COMMISSION

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

August 28, 2014

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

AUG 29 2014

Re: Zoning Ordinance Amendment - Solar Energy Systems
ZA-7-14-10279 - East Goshen Township

Dear Mr. Smith:

The Chester County Planning Commission has reviewed the proposed amendment as submitted pursuant to the provisions of the Pennsylvania Municipalities Planning Code, Section 609(e). The referral for review was received by this office on July 29, 2014. We offer the following comments to assist in your review of the proposed amendment.

COMMENTS ON THE AMENDMENT:

This amendment permits solar energy systems that primarily provide power for on-site use as "by-right" accessory uses in all zoning districts, subject to location and design regulations. We endorse these provisions because they can help encourage the additional use of alternate energy systems. We suggest that the Township consider the following recommendations as it proceeds with adopting the proposed amendment:

1. Some municipalities prohibit roof-mounted solar arrays and associated equipment from extending above the ridgeline when viewed from the property line to preserve the aesthetic nature of peaked roofs, although this would not apply to solar facilities on flat roofs.
2. Roof-mounted solar thermal and solar photovoltaic energy systems can create additional hazards for first responders during a fire, such as tripping or slipping and structural damage as a result of additional weight on the roof from the system. Photovoltaic energy systems present an additional hazard of electric shock because the panels often cannot be easily turned off and may be generating electricity when light is shining on them. To help reduce these potential dangers, roof-mounted facilities are often required to be set back a minimum distance from the roof edge, especially on flat roofs, to allow firefighters to gain access to the outside of the roof. A commonly-used dimension is three feet from the edges of the roofline. A roof edge setback also provides some opportunity to penetrate the roof to create ventilation during firefighting operations.
3. The Delaware Valley Regional Planning Commission prepared model regulations for alternative-energy systems and provides specific additional information regarding solar energy systems. Additional information and suggestions regarding the municipal regulation of solar energy systems are available at:

<http://www.dvrpc.org/energyclimate/ModelOrdinance/solar.htm>

4. Section 240- 32.) 1.G.2.c. prohibits the use of herbicides and pesticides on vegetated areas

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August 28, 2014

Re: Zoning Ordinance Amendment - Solar Energy Systems

ZA-7-14-10279 - East Goshen Township

beneath ground-mounted solar systems. Most municipalities do not prohibit the use of herbicides and pesticides unless in proximity to a watercourse or other sensitive environmental feature. We suggest that the Township reconsider this provision, especially because it will be difficult to enforce.

RECOMMENDATION: East Goshen Township should consider the comments in this letter before adopting the proposed amendment.

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

Sincerely,

 /DDW

Ronald T. Bailey, AICP
Secretary

RTB/WSB

cc: E. Martin Shane, East Goshen Township Board of Supervisors Chairman
Daniel Daley, P.E., East Goshen Township Planning Commission Chairman
Mark Gordon, East Goshen Township Zoning Officer