

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS

Tuesday, October 21, 2014
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence – Supervisor Carmen Battavio
4. Ask if anyone is recording the meeting
5. Public Comment – Hearing of Residents (Optional)
6. Chairman’s Report
 - a. Comp Plan Update – None
7. Public Hearings
 - a. The Board will conduct a hearing to consider and possibly adopt an Ordinance Amending Chapter 225 of Township Code titled “Vehicles and Traffic,” specifically Section 225-44, to revise the speed limit for the entire length of Paoli Pike within East Goshen Township to be 35 miles per hour
8. Police/EMS Report – Chief Brenda Bernot
Malvern Fire Co. -
Fire Marshal -
Goshen Fire Co. -
9. Financial Report – September 2014
10. Old Business
 - a. Consider PECO Substation
 - b. Consider Hershey Mill Dam
11. New Business
 - a. Consider Amendments to Defined Contribution Pension Plan
 - b. Consider Fee Schedule
12. Any Other Matter
13. Approval of Minutes
 - a. September 30, 2014
 - b. October 7, 2014
14. Treasurer’s Report
 - a. October 16, 2014
15. Review Action List
 - a. October 21, 2014
16. Correspondence, Reports of Interest - None
17. Dates of Importance

Oct 27, 2014	Comp Plan Task Force	7 :00 PM
	CANCELLED	
Oct 28, 2014	Police Commission	5:30 PM
Oct 29, 2014	Local Traffic Committee	1:00 PM
Nov 04, 2014	General Election Day	7 AM-8 PM
Nov 05, 2014	Pension Committee	9:00 AM

Nov 05, 2014	Planning Commission	7 :00 PM
Nov 06, 2014	Park Commission	7 :00 PM
Nov 10, 2014	Municipal Authority	7:00 PM
Nov 11, 2014	Veterans Day Office Closed	
Nov 12, 2014	Conservancy Board	7:00 PM
Nov 13, 2014	Historical Commission	7:00 PM
Nov 17, 2014	Commerce Commission	7:00 PM
Nov 17, 2014	Deer Committee	7:00 PM

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.

NOTICE IS GIVEN that the Board of Supervisors of East Goshen Township will conduct a public hearing on Tuesday, October 21, 2014, as part of the regularly scheduled and advertised public meeting which begins at 7:00 p.m., prevailing time at the Township municipal building located at 1580 Paoli Pike, West Chester, Pennsylvania 19380 to consider and possibly adopt an Ordinance with the following title:

**AN ORDINANCE OF EAST GOSHEN TOWNSHIP,
CHESTER COUNTY, PENNSYLVANIA, AMENDING
CHAPTER 225 OF THE EAST GOSHEN TOWNSHIP
CODE, TITLED, "VEHICLES AND TRAFFIC",
SPECIFICALLY SECTION 225-44, SCHEDULE I TO
REVISE THE SPEED LIMIT FOR THE ENTIRE
LENGTH OF PAOLI PIKE WITHIN EAST GOSHEN
TOWNSHIP TO BE 35 MILES PER HOUR.**

The complete verbatim text of the proposed Ordinance is available for public inspection and may be examined without charge or obtained for a charge not greater than the cost thereof at the Township's administrative offices at the above address during normal business hours, 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 OCTOBER 13, 2014

EAST GOSHEN TOWNSHIP

CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. - 2014

AN ORDINANCE OF EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 225 OF THE EAST GOSHEN TOWNSHIP CODE, TITLED, "VEHICLES AND TRAFFIC", SPECIFICALLY SECTION 225-44, SCHEDULE I TO REVISE THE SPEED LIMIT FOR THE ENTIRE LENGTH OF PAOLI PIKE WITHIN EAST GOSHEN TOWNSHIP TO BE 35 MILES PER HOUR.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Goshen Township, that Chapter 225 of the East Goshen Township Code, titled, "Vehicles and Traffic", shall be amended as follows:

SECTION 1. Section 225-44, Schedule I shall be amended as follows

Name of Street	Speed Limit (mph)	Location
Paoli Pike	35	Entire length

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

Memo

To: Board of Supervisors
From: Jon Altshul
Re: September 2014 Financial Report
Date: October 16, 2014

Bond Rating Update

On Friday, Kroll Bond Rating Agency formally affirmed East Goshen's AAA rating a stable outlook. In its report, Kroll identified the following Township strengths:

- Strong financial management policies and procedures
- Health operating and capital reserves
- High level of per capita income
- Strong local and regional employment base

A copy of the final report will be posted on the website as soon as it becomes available.

Budget-Actuals General Fund

As of September 30, 2014, the general fund had year-to-date revenues of \$7,829,012 compared to expenses of \$6,850,714 for a positive variance of \$978,298, excluding pass through accounts. Compared to the YTD budget, revenues were \$336,063 over-budget, while expenses were \$61,246 over-budget for a positive budget variance of \$274,817. The general fund balance was \$7,472,637.

Net of core revenues, Public Works was over-budget by \$20,752. The remaining departments were all under-budget. The reason for the improvement between the August and September financial reports is due in large part to the timing of payment for road paving invoices (many of which have not yet been received). As a result, I would expect that next month's financial report to be somewhat less optimistic, although hopefully still under budget.

Among non-core revenues, Earned Income Tax is now slightly underperforming relative to the budget, while the remaining taxes are all modestly over-budget.

Other funds

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

- The **State Liquid Fuels Fund** had \$397,961 in revenue and no expenses.
- The **Sinking Fund** had \$54,384 in revenues and \$666,903 in expenses. The fund balance is \$5,982,810.
- The **Transportation Fund** had \$24,931 in revenues and \$11,639 in expenses. The fund balance is \$1,066,450.
- The **Sewer Operating Fund** had \$2,342,546 in revenues and \$2,320,556 in expenses. The fund balance is \$608,501. Note that while the fund still has a surplus for the year, the change in the due date for utility payments has had a noticeable impact on cash flow.

- The **Refuse Fund** had \$701,565 in revenues and \$742,142 in expenses. The fund balance is \$743,070. Note that as with the sewer fund, the change in the due date for utility payments has had a noticeable impact on cash flow.
- The **Sewer Sinking Fund** had \$1,925 in revenues and \$32,756 in expenses. The fund balance is \$1,789,661.
- The **Operating Reserve Fund** had \$613 in revenues and no expense. The fund balance is \$500,621.
- The **Events Fund** had \$5 in revenues and no expenses. The fund balance is \$15,005.

Year-end Projection

As of September 30th, the general fund is on track to end the year with a slight surplus of \$33,190. Because the budgeted revenues exceed expenses by \$86,939, this deficit corresponds with the Township being \$53,749 over-budget for the year. This projected deficit is largely attributable to the severe winter weather. Note that the 2014 year-end projection does not reflect the additional \$2 million transfer to the operating reserve fund planned for December.

- **Public Works** is projected to be \$168,645 over-budget due to the severe winter
- **Emergency Services** is projected to be \$39,718 under-budget due to the 2013 police credit
- **Administration** is expected to be \$12,616 over-budget due to a handful of unbudgeted expenses.
- **Parks and Recreation** is expected to be \$17,374 over-budget due to lower than anticipated fund raising for community events.
- **Zoning and Code Enforcement** is projected to be \$42,417 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 \$443,975 in revenues and \$857,638 in expenses and a fund balance of \$6,181,666.
- 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 \$965,551 in revenues and \$995,892 in expenses and a fund balance of \$753,306. This is a decrease of approximately \$26,000 since last month on account of the change in the due date for utility payments.
- The **Sewer Operating Fund** is projected to end the year with \$3,272,732 in revenues and \$3,248,123 in expenses and a fund balance of \$611,121. This is a decrease of \$50,000 on account of the change in the due date for utility payments.
- 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.

Pass Throughs

Please be aware that pass through revenues were \$139,549 greater than pass through expenses as of September 30th. This discrepancy is due to a combination of factors related to timing—e.g. we received

the annual volunteer fire relief and state pension aid payments for WEGO and the firefighters at the end of September, but did not record the offsetting expenses until early October. The accounts will balance out on December 31st.

Accounts Receivable

Utilities accounts receivable were \$310,922 as of September 30th, an increase of about \$13,000 since last quarter, but still below any quarter in 2013.

EAST GOSHEN TOWNSHIP
SEPTEMBER 2014 FINANCIAL RESULTS
September 30, 2014

Account Title	Annual Budget	Y-T-D Budget	Y-T-D Actual	Budget-Actual Variance
GENERAL FUND				
EMERGENCY SERVICES EXPENSES	4,080,238	3,347,704	3,298,142	(49,562)
PUBLIC WORKS EXPENSES	2,350,469	1,483,205	1,516,532	33,327
ADMINISTRATION EXPENSES	1,590,156	1,046,761	1,180,388	133,627
ZONING/PERMITS/CODES EXPENSES	448,790	335,376	299,628	(35,748)
PARK AND RECREATION EXPENSES	577,466	432,469	412,071	(20,398)
TOTAL CORE FUNCTION EXPENSES	9,047,119	6,645,515	6,706,761	61,246
EMERGENCY SERVICES REVENUES	87,904	72,413	62,918	(9,495)
PUBLIC WORKS REVENUES	830,930	320,455	333,030	12,575
ADMINISTRATION REVENUES	321,404	187,757	450,761	263,004
ZONING/PERMITS/CODES REVENUES	286,900	243,664	294,910	51,246
PARK AND RECREATION REVENUES	135,964	119,940	100,757	(19,183)
TOTAL CORE FUNCTION REVENUES	1,663,102	944,229	1,242,377	298,148
NET EMERGENCY SERVICES EXPENSES	3,992,334	3,275,291	3,235,224	(40,067)
NET PUBLIC WORKS EXPENSES	1,519,539	1,162,750	1,183,502	20,752
NET ADMINISTRATION EXPENSES	1,268,752	859,004	729,627	(129,377)
NET ZONING/PERMITS/CODES EXPENSES	161,890	91,712	4,717	(86,995)
NET PARK AND RECREATION EXPENSES	441,502	312,529	311,313	(1,216)
CORE FUNCTION NET SUBTOTAL	7,384,017	5,701,286	5,464,384	(236,902)
DEBT - PRINCIPAL	456,000	0	0	0
DEBT - INTEREST	189,721	143,954	143,954	(0)
TOTAL DEBT	645,721	143,954	143,954	(0)
TOTAL CORE FUNCTION NET	8,029,738	5,845,240	5,608,337	(236,903)
NON-CORE FUNCTION REVENUE				
EARNED INCOME TAX	4,840,552	3,630,000	3,599,647	(30,353)
REAL ESTATE PROPERTY TAX	1,981,993	1,956,954	1,977,087	20,133
REAL ESTATE TRANSFER TAX	515,000	386,250	408,058	21,808
CABLE TV FRANCHISE TAX	430,000	322,500	338,483	15,983
LOCAL SERVICES TAX	310,000	232,473	245,615	13,142
OTHER INCOME	39,132	20,544	17,745	(2,799)
TOTAL NON CORE FUNCTION REVENUE	8,116,677	6,548,721	6,586,635	37,914
NET RESULT	86,939	703,481	978,298	274,817

SUMMARY OF FUNDS REPORT (AKA "JOE REPORT")
 ALL FUNDS SEPTEMBER 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	\$6,600,649	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,600,649	\$0
320 LICENSES & PERMITS	\$44,036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,036	\$0
330 FINES & FORFEITS	\$27,703	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,703	\$0
340 INTERESTS & RENTS	\$103,661	\$387	\$54,384	\$1,949	\$956	\$651	\$1,925	\$613	\$5	\$164,529	\$1,196
350 INTERGOVERNMENTAL	\$80,700	\$397,575	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$478,275	\$0
360 CHARGES FOR SERVICES	\$755,563	\$0	\$0	\$0	\$700,610	\$2,157,504	\$0	\$0	\$0	\$3,613,677	\$100,016
380 MISCELLANEOUS REVENUES	\$793,767	\$0	\$0	\$22,983	\$0	\$184,390	\$0	\$0	\$0	\$1,001,140	\$564
390 OTHER FINANCING SOURCES	\$290,962	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$290,962	\$21,000
	\$8,697,041	\$397,961	\$54,384	\$24,931	\$701,565	\$2,342,546	\$1,925	\$613	\$5	\$12,220,971	\$122,777
EXPENDITURES											
400 GENERAL GOVERNMENT	\$981,276	\$0	\$448,152	\$0	\$0	\$0	\$32,756	\$0	\$0	\$1,462,184	\$0
410 PUBLIC SAFETY	\$4,193,294	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,193,294	\$0
420 HEALTH & WELFARE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
426 SANITATION & REFUSE	\$83,700	\$0	\$0	\$0	\$742,142	\$1,601,134	\$0	\$0	\$0	\$2,426,976	\$113,126
430 HIGHWAYS,ROADS & STREETS	\$1,284,423	\$0	\$197,516	\$11,639	\$0	\$0	\$0	\$0	\$0	\$1,493,578	\$0
450 CULTURE-RECREATION	\$364,838	\$0	\$21,235	\$0	\$0	\$0	\$0	\$0	\$0	\$386,073	\$0
460 CONSERVATION & DEVELOPMENT	\$4,158	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,158	\$0
470 DEBT SERVICE	\$165,682	\$0	\$0	\$0	\$0	\$698,422	\$0	\$0	\$0	\$864,105	\$0
480 MISCELLANEOUS EXPENDITURES	\$496,992	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$496,992	\$0
490 OTHER FINANCING USES	\$4,396	\$0	\$0	\$0	\$0	\$21,000	\$0	\$0	\$0	\$25,396	\$0
	\$7,578,760	\$0	\$666,903	\$11,639	\$742,142	\$2,320,556	\$32,756	\$0	\$0	\$11,352,756	\$113,126
2014 SURPLUS/(DEFICIT)*	1,118,282	\$397,961	(\$612,519)	\$13,292	(\$40,577)	\$21,990	(\$30,831)	\$613	\$5	\$868,215	\$9,651
CLEARING ACCOUNT ADJUSTMENTS	\$151										
9/30/14 BALANCE	\$7,472,637	\$398,113	\$5,982,810	\$1,066,450	\$743,070	\$608,501	\$1,789,661	\$500,621	\$15,005	\$18,576,868	\$1,607,921

EAST GOSHEN TOWNSHIP
2014 GENERAL FUND YEAR-END PROJECTION
As of 9/30/14

Account Title	2014 Adopted Budget	2014 Year-End Projection	Budget-Actual Variance
GENERAL FUND			
EMERGENCY SERVICES EXPENSES	4,080,238	4,030,773	(49,466)
PUBLIC WORKS EXPENSES	2,350,469	2,552,829	202,360
ADMINISTRATION EXPENSES	1,590,156	1,788,305	198,149
ZONING/PERMITS/CODES EXPENSES	448,790	427,573	(21,217)
PARK AND RECREATION EXPENSES	577,466	564,483	(12,983)
TOTAL CORE FUNCTION EXPENSES	9,047,119	9,363,962	316,843
EMERGENCY SERVICES REVENUES	87,904	78,156	(9,748)
PUBLIC WORKS REVENUES	830,930	864,645	33,715
ADMINISTRATION REVENUES	321,404	506,937	185,533
ZONING/PERMITS/CODES REVENUES	286,900	308,100	21,200
PARK AND RECREATION REVENUES	135,964	105,607	(30,357)
TOTAL CORE FUNCTION REVENUES	1,663,102	1,863,445	200,343
NET EMERGENCY SERVICES EXPENSES	3,992,334	3,952,616	(39,718)
NET PUBLIC WORKS EXPENSES	1,519,539	1,688,184	168,645
NET ADMINISTRATION EXPENSES	1,268,752	1,281,368	12,616
NET ZONING/PERMITS/CODES EXPENSES	161,890	119,473	(42,417)
NET PARK AND RECREATION EXPENSES	441,502	458,876	17,374
CORE FUNCTION NET SUBTOTAL	7,384,017	7,500,517	116,500
DEBT - PRINCIPAL	456,000	456,000	0
DEBT - INTEREST	189,721	189,721	0
TOTAL DEBT	645,721	645,721	0
TOTAL CORE FUNCTION NET	8,029,738	8,146,238	368,460
NON-CORE FUNCTION REVENUE			
EARNED INCOME TAX	4,840,552	4,850,000	9,448
REAL ESTATE PROPERTY TAX	1,981,993	2,003,493	21,500
REAL ESTATE TRANSFER TAX	515,000	515,000	0
CABLE TV FRANCHISE TAX	430,000	448,000	18,000
LOCAL SERVICES TAX	310,000	324,803	14,803
OTHER INCOME	39,132	38,132	(1,000)
TOTAL NON CORE FUNCTION REVENUE	8,116,677	8,179,428	62,751
NET RESULT	86,939	33,190	(53,749)

SUMMARY OF FUNDS REPORT (AKA "JOE REPORT")
 SEPTEMBER 2014-YEAR-END PROJECTION
 * 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	1,063,158	783,647	\$586,512	\$1,820,492	\$500,008	\$15,000	\$17,708,501	\$1,598,270
RECEIPTS											
310 TAXES	\$8,141,493	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,141,493	\$0
320 LICENSES & PERMITS	\$54,951	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54,951	\$0
330 FINES & FORFEITS	\$42,942	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,942	\$0
340 INTERESTS & RENTS	\$131,835	\$600	\$63,000	\$2,650	\$956	\$800	\$2,500	\$700	\$6	\$203,047	\$1,600
350 INTERGOVERNMENTAL	\$90,440	\$397,575	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$488,015	\$0
360 CHARGES FOR SERVICES	\$824,400	\$0	\$0	\$0	\$964,595	\$3,060,307	\$0	\$0	\$0	\$4,849,302	\$146,572
380 MISCELLANEOUS REVENUES	\$1,240,305	\$0	\$0	\$22,983	\$0	\$211,625	\$0	\$0	\$0	\$1,474,913	\$564
390 OTHER FINANCING SOURCES	\$822,516	\$0	\$380,975	\$0	\$0	\$0	\$168,000	\$0	\$15,000	\$1,386,491	\$21,000
	\$11,348,882	\$398,175	\$443,975	\$25,633	\$965,551	\$3,272,732	\$170,500	\$700	\$15,006	\$16,641,153	\$169,736
EXPENDITURES											
400 GENERAL GOVERNMENT	\$1,404,217	\$0	\$574,346	\$0	\$0	\$0	\$45,000	\$0	\$0	\$2,023,563	\$0
410 PUBLIC SAFETY	\$5,563,163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,563,163	\$0
420 HEALTH & WELFARE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
426 SANITATION & REFUSE	\$129,000	\$0	\$0	\$0	\$995,892	\$2,349,099	\$0	\$0	\$0	\$3,473,991	\$197,112
430 HIGHWAYS,ROADS & STREETS	\$2,241,185	\$398,175	\$262,057	\$11,639	\$0	\$0	\$0	\$0	\$0	\$2,913,056	\$0
450 CULTURE-RECREATION	\$511,515	\$0	\$21,235	\$0	\$0	\$0	\$0	\$0	\$0	\$532,750	\$0
460 CONSERVATION & DEVELOPMENT	\$6,825	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,825	\$0
470 DEBT SERVICE	\$668,947	\$0	\$0	\$0	\$0	\$878,024	\$0	\$0	\$0	\$1,546,971	\$0
480 MISCELLANEOUS EXPENDITURES	\$771,444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$771,444	\$0
490 OTHER FINANCING USES	\$19,396	\$0	\$0	\$0	\$0	\$21,000	\$0	\$0	\$0	\$40,396	\$0
	\$11,315,692	\$398,175	\$857,638	\$11,639	\$995,892	\$3,248,123	\$45,000	\$0	\$0	\$16,872,159	\$197,112
2014 SURPLUS/(DEFICIT)*	33,190	\$0	(\$413,663)	\$13,993	(\$30,341)	(\$10,391)	\$125,500	\$700	\$15,006	(\$231,006)	(\$27,376)
CLEARING ACCOUNT ADJUSTMENTS	\$151										
9/30/14 BALANCE	\$6,387,545	\$152	\$6,181,666	\$1,067,152	\$753,306	\$611,121	\$1,945,992	\$500,708	\$30,006	\$17,477,647	\$1,570,894

Memo

East Goshen Township

Date: October 16, 2014
To: Board of Supervisors
From: Rick Smith, Township Manager
Re: PECO Goshen Substation Landscaping

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

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

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

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

A series of correspondence ensued with PECO.

February 14, 2014 – Township letter to PECO
May 1, 2014 – PECO response
June 6, 2014 - Township letter to PECO
July 15, 2014 - Township letter to PECO

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

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

On August 17 Greg advised me he had a family emergency and at the August 19 meeting the Board tabled the matter to the September 2 meeting. Both Greg and Mr. Davidson attended the September 2 meeting, the matter was discussed and the Board agreed to give Greg time to meet with Mr. Davidson and develop a solution.

On October 15, Mr. Davidson advised me that the meeting had not occurred and he provided me a copy of the letter he has sent to PECO. I followed up with Greg and there was a mix-up in the e-mails. Mr. Davidson, Greg and some other folks from PECO said I am meeting at the site on Monday and I will have a verbal report Tuesday night.

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

January 18, 2014

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

JAN 23 2014

Dear Mr. Smith:

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

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

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

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

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

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

Thanks for your help and cooperation in this matter.

Sincerely,

Ed Davidson



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

FILE

February 14, 2014

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

Re: Goshen Substation

Dear Greg:

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

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

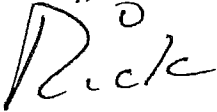
A review of the PUC's "finding of necessity" reveals that the substation was approved a condition that the site be landscaped "in accordance with the landscape plans submitted by the Township of East Goshen". Obviously, PECO did this.

My questions are as follows:

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

Thanks

Sincerely,



Louis F. Smith, Jr.
Township Manager

Enclosure



An Exelon Company

Gregory M. Cary
Regional External Affairs Manager
Chester County

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

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

May 1, 2014

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

RECEIVED

MAY 5 2014

BY _____

Re: PECO's Substation in East Goshen Township:

Dear Rick:

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

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

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

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

Sincerely,

Greg Cary

610-692-7171

www.eastgoshen.org

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

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

FILE

June 6, 2014

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

Re: PECO Substation in Goshen Township

Dear Greg:

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

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

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

Thanks.

Sincerely,



Louis F. Smith, Jr.
Township Manager

610-692-7171

www.eastgoshen.org

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

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

FILE

Certified

July 15, 2014

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

Re: PECO Substation in Goshen Township

Dear Greg:

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

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

Sincerely,



Louis F. Smith, Jr.
Township Manager

Enclosure

Rick Smith

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

Rick:

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

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

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

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

Greg

Gregory M. Cary

PECO

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

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Rothschild LLP. Janet seconded the motion. There was no further discussion and no public comment. The Board voted unanimously to approve the motion.

Announce the Alexander's Stormwater Matter has been Re-scheduled to September 16

Rick received a correspondence from Gwenne Alexander requesting that the Alexander's stormwater matter be added to the September 16 agenda.

Consider Recommendation to Close Out the Applebrook Preserve Escrow

Having received a correspondence from Nathan Cline, Township Engineer, requesting that the Applebrook Preserve Escrow be released, and a letter from Jim Dehaven, President of the Preserve at Applebrook HOA concurring, Rick requested that the Applebrook Preserve Escrow be released.

Based on this information, Carmen moved to release the Applebrook Preserve Escrow. Janet seconded the motion. The Board voted unanimously to approve the motion.

Consider PECO Goshen Substation Landscaping

Chuck referenced a letter received from *Ed Davidson, 9 Oak Tree Lane, Malvern*, about the vegetation around the Goshen Substation. Mr. Davidson does not live in East Goshen, but owns the property at 1603 E. Strasburg Road across from the Goshen Substation. Mr. Davidson's letter expressed concern about the vegetation that was removed from around the substation. When the substation was built in the 1990s, the residents of East Goshen as well as the Township, were promised that landscaping would be maintained in order to preserve the aesthetic impact on neighboring areas. Mr. Davidson has noticed that over time, this landscaping has deteriorated.

Mr. Gregory Cary, County Affairs Manager for PECO related that last year vegetation was removed from the substation. He referenced the sign in the boardroom about the past, present, and future. Mr. Davison would like to honor the PUC agreement about the landscaping made in the 1990s. He is also charged with serving the present demand for electricity. He also wants to protect the future, and that is why the vegetation was removed. Recent events relating to substations have motivated PECO to make the substations visible, and therefore less prone to criminal mischief leading to a blackout, which could prove very dangerous for people, and also have economic impacts. Also, The Federal Government is currently working on laws for substations. It will take \$10,000 to \$15,000 to lanscape the substation, and when the laws are enacted it might need to be completely re-done. He noted that the Federal Government is spending \$100 million dollars on the protection of our electrical systems. Ultimately, though, Mr. Cary is at the meeting to problem-solve, not to debate or deny the situation.

There was a discussion concerning the recent attacks on substations and the possibilities of Federal laws about vegetation at the substations. Carmen questioned the legitimacy of clearing the vegetation to prevent attack because it also left the substation openly visible for attack. Senya noted that a blackout could even kill people, especially since we have a large, senior population, many reliant upon electricity for daily living. Senya expressed

his respect for Mr. Cary and the good works he has accomplished and thanked him for coming to the meeting in person.

Mr. Cary spoke to Mr. Davidson privately during the meeting, and asked if the two could meet privately at the substation and come up with an agreement to bring back to the board.

Marty expressed that we know Greg and acknowledge his good works, but the problem of the vegetation is for Mr. Cary and East Goshen to solve. He also remembered that when they put the substation in there were concerns from the citizenry about the landscaping plan. The Board does not want PECO to spend money needlessly, but he suspects what happened was that the lower vegetation was removed, when it was the higher trees that were supposed to be removed.

Marty would like a reasonable agreement between PECO and the citizens completed in a timely manner. He told Mr. Cary that it would be alright for he and Mr. Davidson to meet, but that they needed to attend a board meeting in the near future to come to a reasonable agreement. Mr. Cary assured the Board that PECO would hold to their agreement and complete the process expeditiously.

Mr. Davidson noted that the agreement with PECO is not the problem, but part of a solution. He reiterated that many other residents are involved, but that after meeting with Mr. Cary, he feels the process is moving along.

Review Chapter 4 Natural Resources

The Board began to review Chapter 4 of the updated Comprehensive Plan. Rick noticed that there were multiple negative statements in the document, and that the consultant hired to write the plan was instructed not to use negative statements in the document.

A discussion followed in which Senya questioned the quality of the document. He is frustrated with the amount and scope of the negatives and redundancy of the plan as it is written. The Board discussed finding out what it would cost to have a different consultant write the plan.

Consider Draft Ordinance Authorizing Comcast Cable Franchise Agreement

The final draft of the Comcast Cable franchise agreement was reviewed by the board. Rick stated that it had been ten years since their last agreement, and that this agreement would again be a ten-year agreement. The Board agreed to advertise for a public hearing on the agreement.

Consider Resolutions for CCATO

Marty briefed the Board on the Chester County Association of Town Officials. He explained that One of CCATOs most important functions is to advocate for our interests in Harrisburg. In order to do that, individual Townships propose resolutions for CCATO's consideration, which are then either adopted or not adopted by the full CCATO board in November. A discussion ensued considering three resolutions.

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

October 13, 2014

Mr. Craig L. Adams
President and CEO
PECO
2301 Market Street
Philadelphia, PA 19103

Dear Mr. Adams:

I am the owner of a residential property at 1603 E. Strasburg Road, located next to PECO's Goshen Substation in East Goshen Township. I'd appreciate your help with PECO upholding compliance with a PUC order from over two decades ago.

Since 1990, PECO was in compliance with PUC order (A-110550, F.022) specifically requiring PECO to maintain landscape screening around the Goshen substation. Having lived at 1603 E. Strasburg when the substation was originally built, I can attest to the history. Today, this facility no longer has landscape screening and is not in compliance with conditions set out by the Pennsylvania PUC when it was originally built.

Since January 2014, I have been attempting to get PECO officials to resolve this issue. Unfortunately, my efforts have been met with vague replies, unreturned phone messages, and no real action.

I sincerely appreciate your assistance with PECO fulfilling its compliance commitment. Thanks for your attention.

Sincerely,

Ed Davidson
[Signature]

n

Memo

East Goshen Township

Date: October 15, 2014
To: Board of Supervisors
From: Rick Smith, Township Manager
Re: Hershey Mill Dam

We need to commence work on the Hershey Mill Dam or before December 31, 2018 under the PA DEP Permit. However, since this project involves wetlands we need to commence work under the Federal permit by June 30, 2016. Therefore I would suggest that we plan on starting the bidding process on January 1, 2016.

At the October 7 meeting the Board advised Neil DeReimer that the Friends of the Hershey Mill Dam would need to raise the funds need to rehabilitate or rehabilitate & dredge the Dam by December 31, 2015. The Friends also need raise an additional \$126,000 to reimburse the Township for the expenses incurred since August 2009, when the Board declined the offer from the NRCS to breach the dam at no cost to the Township based on the resident's offer to raise fund to save the dam.

The estimated costs are as follows.

	REHABILITATE DAM	REHABILITATE & DREDGE DAM
DREDGING PERMIT	\$0	\$7,500
BIDDING	\$3,300	\$3,300
CONSTRUCTION	\$255,700	\$301,200
INSPECTION (10% OF CONSTRUCTION)	<u>\$25,570</u>	<u>\$30,120</u>
SUBTOTAL	\$284,570	\$342,120
EXPENSES	<u>\$126,000</u>	<u>\$126,000</u>
TOTAL	\$410,570	\$468,120

Dredging will require additional engineering to obtain the required permit. The cost with dredging assumes that the dredged material will not have to be removed from the site. The assumption is that it would be placed along Hershey Mill Road to provide a parking area.

Memo

To: Board of Supervisors
From: Pension Committee
Re: Amendments to Defined Contribution Pension Plan
Date: September 22, 2014

At its September 16th meeting, the Pension Committee approved a motion to recommend to the BOS a number of amendments to the Township's Defined Benefit Pension Plan, as described below.

Background

In the spring, Jim Kennedy, from Anderson & Associates (our pension consultant), contacted Jon Altshul regarding a number of provisions in our DC plan document that were either ambiguous or not in compliance with recent case law. Accordingly, staff requested that the Township's labor attorney draft the following amendments to the plan:

- 1.24—Changed the definition of “Spouse” to acknowledge same-sex marriage, which is consistent with the recent court ruling on same-sex marriage in Pennsylvania.
 - Note that we have also reviewed our employee manual and the frozen defined benefits plan, and neither of those documents requires any changes as a result of the ruling.

- 1.8 & 2.1—Clarified & simplified the requirements for being a “covered employee”.
 - Currently, to be eligible for employer contributions in a given year, an employee needs to first complete 1,000 hours of work and then wait until one of four “entry dates” (January 1, April 1, July 1, October 1). Thus, an employee who begins employment on May 1 isn't eligible for any employer contribution in her first year of employment as she won't hit the 1,000 hour mark until late October, after the last entry date.
 - However, the state only requires that an employee has worked 1,000 hours and be employed on the last day of the year to be eligible for state aid contributions.
 - Because East Goshen does not receive state pension aid in a given year for employees who are not “covered employees”, we are not fully leveraging our eligibility for state pension aid.
 - Thus, changing this is a “win-win” for both the employer and the employee.

- 3.1—Streamlined the definition of “Eligible participant”
 - The existing plan document has an additional definition for an “eligible participant”, the purpose of which is unclear, but could be read to restrict plan participation to only those full-time employees that have worked at the Township for as long as 15 months (or six months after being a “covered employee”) in order to be eligible for pension contributions.

- 1.29 & 5.1—Clarified that the vesting period is five years and that the “clock” on those five years begins on the full-time employee's first day of employment.

- 6.3—“Form of Distribution”—Vastly simplified the form of the plan distributions to recognize that the annuities market evolves over time.

- In its present for the plan document calls for retirees to receive either a Qualified Joint and Survivor Annuity, in which a surviving spouse receives 50% of the monthly payment, or a Qualified Optional Survivor Annuity, in which a surviving spouse receives 75% of the monthly payment, or a single lump sum.
- The draft amendment, by contrast, makes clear that effective today, the payment shall be in the form of a lump sum or an annuity that the Township purchases, without specifying the terms of the annuity (see 6.3(d) & (e)).
- A variety of smaller amendments are also proposed. For example:
 - Preamble—Clarifies that masculine pronouns (e.g. he, his, him) may also refer to feminine pronouns.
 - 5.4(a) (Forfeitures)—Amended the section to change “missing individuals” to “individuals who cannot be located”
 - Various smaller changes to ensure consistency throughout the document and with the aforementioned changes.

Because the Money Purchase Pension Plan (Defined Contribution) was originally adopted by the Board of Supervisors by resolution (10-61), these amendments can also be made by resolution. A copy of the proposed revised Money Purchase Pension Plan is attached. A draft resolution is also attached.

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2014-60

**A RESOLUTION AMENDING THE EAST GOSHEN TOWNSHIP
NON-UNIFORMED EMPLOYEES' MONEY PURCHASE PENSION PLAN**

WHEREAS, On December 14, 2010 the East Goshen Township Board of Supervisors adopted Resolution 10-61 establishing the East Goshen Township Non-Uniformed Employees' Money Purchase Pension Plan (Defined Contribution Plan) dated December 14, 2010, effective January 1, 2011, and,

WHEREAS, The East Goshen Township Board of Supervisors has determined that it is in the best interests of the Township to amend the aforementioned plan to ensure ease of administration and conformance with state and federal laws.

BE IT RESOLVED THAT the East Goshen Township Non-uniformed Employees Money Purchase Pension Plan shall be amended and restated in its entirety with the East Goshen Township Non-Uniformed Employees' Money Purchase Pension Plan dated October 21, 2014

RESOLVED AND ADOPTED, this 21st day of October, 2014.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Secretary

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

as amended and restated effective October 21, 2014

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EAST GOSHEN TOWNSHIP MONEY PURCHASE PENSION PLAN

PREAMBLE

East Goshen Township, a township of the second class within the Commonwealth of Pennsylvania (the "Township"), established and maintains this money purchase pension plan (the "Plan") for its non-uniformed employees, which is intended to be qualified under Code §401(a). The plan initially was established effective as of January 1, 2011. It is amended and restated in its entirety, as set forth herein, as of October 21, 2014.

ARTICLE I. DEFINITIONS

Words used herein to refer to the male include the female. In addition, the following words and phrases shall have the meaning set forth below:

1.1 Account

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

1.2 Account Owner

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

1.3 Alternate Payee

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

1.4 Annual Addition

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

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

provide post-retirement medical benefits; and (vi) contributions allocated on the Participant's behalf to any individual medical account as defined in Code §415(l)(2).

- (b) Annual Additions shall not include: (i) rollovers to any defined contribution plan maintained by the Township; (ii) repayments of loans made to a Participant from a qualified plan maintained by the Township; (iii) repayments of forfeitures for rehired Participants, as described in Code §411(a)(7)(B) and §411(a)(3)(D); (iv) direct transfers of funds from one qualified plan to any qualified plan maintained by the Township; (v) repayments of forfeitures of missing individuals pursuant to section 11.12; or (vi) salary deferrals within the meaning of Code §414(u)(2)(C) or §414(v)(6)(B).

1.5 Code

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

1.6 Committee

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

1.7 Compensation

“Compensation” means:

(a) Compensation for Annual Additions.

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

(ii) Timing Restrictions. Compensation includes amounts that are paid or made available to the Participant during the Limitation Year. Compensation does not include amounts paid after a Participant's termination of employment except that Compensation does include (A) amounts included in the final payment of his regular compensation for services provided before his termination (including regular pay, overtime, shift differential, commissions, bonuses, and similar payments), but only if the amounts are paid during the Limitation Year in which the termination occurred or, if later, within 2½ months of his

termination, (B) the cash-out of any paid time off that the former employee would have been able to use had his employment continued, but only if such amount is paid during the Limitation Year in which the termination occurs or, if later, within 2½ months of his termination, and (C) payments from an unfunded nonqualified deferred compensation plan (1) that are includible in the Participant's gross income that are paid during the Limitation Year in which the termination occurred or, if later, within 2½ months of the termination, and (3) that would have been paid on such date(s) if the Participant had continued in employment.

(b) Benefit Compensation. Subject to Sections 1.7(b)(i) and (ii), for purposes of determining and allocating Township Contributions under Sections 3.1(a)(i) and 3.1(a)(ii), Compensation includes the following paid by the Township: (i) regular salary or wages; (ii) overtime pay; (iii) any regular annual bonus (unless all or a portion is excluded by the Committee before the regular annual bonus is paid) and any other bonus designated by the Committee; (iv) salary reduction contributions pursuant to any defined contribution plan maintained by the Township, and (v) salary reductions that are excludable from an Employee's gross income pursuant to Code §125 or §132(f)(4).

(i) Exclusions from Benefit Compensation. Compensation excludes:

- (A) Commissions and other compensation;
- (B) Severance pay;
- (C) Moving expenses, reimbursements and other expense allowances;
- (D) Contributions or benefits under this Plan or under any defined contribution plan maintained by the Township (except salary reduction as provided above);
- (E) Cash or non-cash fringe benefits; and
- (F) Any benefit accrued under, or any payment from, any nonqualified plan of deferred compensation.

(ii) Timing Issues. Compensation includes all amounts paid to an Employee during the Plan Year in which he becomes a Participant but does not include amounts paid to an Employee during that portion of any Plan Year that the Employee is not a Covered Employee. Compensation does not include amounts paid after an Employee's termination of employment, except that Compensation does include (A) amounts included in the final payment of his regular compensation for services provided before his termination (including regular pay, overtime, shift differential, commissions, bonuses, and similar payments), but only if the amounts are paid during the Plan Year in which the termination

occurred or, if later, within 2½ months of his termination and (B) any cash-out of accrued vacation time that the former employee would have been able to use had he continued in employment that is paid to him during the Plan Year in which the termination occurred or, if later, within 2½ months of his termination.

- (c) Limit on Compensation. In no event shall the Compensation taken into account for the Plan Year exceed the dollar limit specified in Code §401(a)(17) in effect for the Plan Year or Limitation Year.

1.8 Covered Employee

“Covered Employee” means any non-uniformed Employee of the Township, including non-uniformed employees of the Westtown East Goshen Regional Police Department with the following exceptions.

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

1.9 Disability

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

1.10 Domestic Relations Order

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

1.11 Employee

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

1.12 Entry Date

“Entry Date” means the date as of which a Covered Employee becomes a Participant.

1.13 Hour of Service

“Hour of Service” means

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

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

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

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

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

1.14 Lapse in the Township Employment

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

1.15 Limitation Year

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

1.16 Normal Retirement Age

“Normal Retirement Age” means age 65.

1.17 Participant

“Participant” means any Covered Employee who has satisfied the requirements for participation, in accordance with Section 2.1, and any individual with an account balance under the Plan except a beneficiary or Alternate Payee.

1.18 RESERVED

1.19 Plan Year

“Plan Year” means the 12-month period on which basis the records of the Plan are kept and which is the calendar year.

1.20 QDRO

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

1.21 QJSA

“QJSA,” which is an acronym for Qualified Joint and Survivor Annuity, means:

- (a) For a married Participant, an annuity that will provide equal monthly payments to the Participant for life, and following the death of the Participant continuing monthly payments to the Participant’s surviving Spouse (if the Spouse survives) for life, with the monthly payment to the surviving Spouse being equal to 50% of the monthly payment that was paid or payable to the Participant.
- (b) For an unmarried Participant, an annuity that will provide equal monthly payments to the Participant for life.

1.22 RESERVED

1.23 Required Beginning Date

“Required Beginning Date” means:

- (a) Except as provided in subsection (b), April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½, or (ii) the calendar year in which the Participant terminates employment with the Township.
- (b) If a Participant is rehired after his Required Beginning Date, he shall be treated upon rehire as if he has not yet had a Required Beginning Date, with the result that his minimum required distributions under Section 6.4(c) will be zero until his new Required Beginning Date, which shall be determined pursuant to Section 1.23(a).

1.24 Spouse

“Spouse” means the individual to whom a Participant is lawfully married.

1.25 Termination from Service Date

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

1.26 Township

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

1.27 Township Contributions

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

1.28 Valuation Date

“Valuation Date” means the last day of each Plan Year and any other interim dates deemed by the Committee to be a Valuation Date as of which the assets of the Trust Fund are valued at fair market value and as of which any investment income and any increase or decrease in the net worth of the Trust Fund is allocated among the Participants’ Accounts.

1.29 Year of Service

“Year of Service” means any 12-month period beginning on, and subsequent to the anniversary of, the first day that an Employee performs an Hour of Service.

**ARTICLE II.
PARTICIPATION**

2.1 Participation

Each Covered Employee shall become a Participant in the Plan on the day following his completion of 1,000 Hours of Service. Each current Participant shall remain a Participant until such time as he no longer maintains an Account balance in the Plan.

2.2 Enrollment Procedure

Notwithstanding Section 2.1, participation by a Covered Employee shall be contingent upon the completion by the Covered Employee of such enrollment procedures as may be specified by the Committee. The Covered Employee shall provide all information requested by the Committee, such as the initial investment direction, the address and date of birth of the Employee, and the name, address, and date of birth of each beneficiary of the Employee. The Committee may require that the enrollment procedure be completed within a specified period in advance of the date any Township Contribution is allocated to the Covered Employee’s Account.

**ARTICLE III.
CONTRIBUTIONS**

3.1 Township Contributions

(a) Township Contributions. For each Plan Year, the Township shall contribute to the Trust Fund on behalf of each “eligible Participant” an allocation equal to 5% of the eligible Participant’s Compensation. For purposes of this subsection, an

“eligible Participant” is a Participant who remains employed by the Township on the last day of the Plan Year. Notwithstanding the foregoing, a Participant who incurs a Termination from Service prior to the end of the Plan Year following attainment Normal Retirement Age or as a result of death or disability shall be an eligible Participant for that Plan Year.

(b) Miscellaneous Contributions.

(i) Forfeiture Restoration. The Township may make additional contributions to the Plan to restore amounts forfeited from the Accounts of certain rehired Participants, pursuant to Section 5.4. This additional contribution shall be required only when the available forfeitures are insufficient to restore such forfeited amounts, as described in Section 5.4(d).

(ii) Missing Individuals. The Township may make additional contributions to the Plan to restore the forfeited benefit of any missing individual, pursuant to Section 5.4. This additional contribution shall be required only when the available forfeitures are insufficient to restore such forfeited amounts, as described in Section 5.4(d).

(iii) Returning Servicemen. The Township may make additional contributions to the Plan to provide make-up contributions for returning servicemen, pursuant to Section 12.4. The Township may elect to use any available forfeitures for this purpose, pursuant to Section 5.4(d).

(c) Form and Timing of Contributions. The Township Contributions for a Plan Year (excluding forfeitures and Miscellaneous Contributions pursuant to Section 3.1(b)) shall be paid in cash as soon as administratively feasible after the end of the Plan Year and within the time required by law.

3.2 Participant Contributions

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

3.3 Return of Contributions

(a) Mistake of Fact. Upon the request of the Township, the Trustee shall return to the Township any Township Contribution made under a mistake of fact. The Trustee may not return any such contribution later than one year after the Trustee received the contribution. The amount returned shall not exceed the excess of the amount contributed (reduced to reflect any decrease in the net worth of the appropriate Accounts attributable thereto) over the amount that would have been contributed without the mistake of fact. Appropriate reductions shall be made in the Accounts of Participants to reflect the return of any contributions previously credited to such Accounts.

- (b) Effect of Correction. A contribution shall be returned under subsection (a) only to the extent that its return will not reduce the Account of a Participant to an amount less than the balance that would have been credited to the Participant's Account had the contribution not been made.

3.4 Limitation on Annual Additions

- (a) Limit. The Annual Additions to a Participant's Account(s) in this Plan and to his accounts in any other defined contribution plans maintained by the Township for any Limitation Year shall not exceed in the aggregate the lesser of (i) \$40,000 (as adjusted by the Secretary of the Treasury), or (ii) 100% of the Participant's Compensation. The limit in clause (ii) shall not apply to any contribution for medical benefits (within the meaning of Code §419A(f)(2)) after separation from service that is treated as an Annual Addition.
- (b) Corrective Mechanism. A Participant's Annual Additions shall be reduced, to the extent necessary to satisfy the foregoing limits; the reduction amount shall be held in a suspense account and applied to reduce future Township Contributions to the Plan. In such event, all amounts held in the suspense account shall be allocated as of each succeeding allocation date on which forfeitures may be allocated pursuant to Section 5.4(d) (and may be allocated more frequently if the Committee so directs), until the suspense account is exhausted.

ARTICLE IV. INTERESTS IN THE TRUST FUND

4.1 Participants' Accounts

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

4.2 Valuation of Trust Fund

- (a) General. The Trustee shall value the assets of the Trust Fund at least annually as of the last day of the Plan Year, and as of any other dates determined by the Committee, at current fair market value. In addition, the Committee may direct the Trustee to perform a special valuation of the assets of the Trust Fund when the Committee determines, in its sole discretion, that such valuation is necessary or appropriate or in the event of unusual market fluctuations of such assets. Such special valuation shall not include any contributions made by Participants since the preceding Valuation Date, any Township Contributions for the current Plan Year, or any unallocated forfeitures. The Trustee shall allocate the expenses of

the Trust Fund occurring since the preceding Valuation Date, as provided herein, and then determine the increase or decrease in the net worth of the Trust Fund that has occurred since the preceding Valuation Date. The Trustee shall determine the share of the increase or decrease that is attributable to the non-separately accounted for portion of the Trust Fund and to any amount separately accounted for, as described in Section 8.2(b) and (c).

- (b) Mandatory Separate Accounting. The Trustee shall separately account for any individually directed investments permitted under Section 8.3, and any amounts subject to a Domestic Relations Order.
- (c) Permissible Separate Accounting. The Trustee may separately account for the following amounts to provide a more equitable allocation of any increase or decrease in the net worth of the Trust Fund:
 - (i) The distributable amount of a Participant, including any amount distributable to an Alternate Payee or to a beneficiary of a deceased Participant;
 - (ii) Township Contributions made since the preceding Valuation Date; and/or
 - (iii) Any other amounts for which separate accounting will provide a more equitable allocation of the increase or decrease in the net worth of the Trust Fund.

4.3 Allocation of Increase or Decrease in Net Worth.

As of each Valuation Date, The Committee shall allocate any investment earnings and the increase or decrease in the net worth of the Trust Fund that has occurred since the preceding Valuation Date between the non-separately accounted for portion of the Trust Fund and the amounts separately accounted for that are identified in Sections 4.2(b) and 4.2(c). The adjustments attributable to the non-separately accounted for portion of the Trust Fund shall be allocated among the appropriate Accounts in the ratio that the dollar value of each such Account bore to the aggregate dollar value of all such Accounts on the preceding Valuation Date after all allocations and credits made as of such date had been completed. The Committee then shall allocate any amounts separately accounted for (including the increase or decrease in the net worth of the Trust Fund attributable to such amounts) to the appropriate Account. In no event shall any allocation of earnings or increase or decrease in the net worth of the Trust Fund be made to the suspense account identified in Section 3.4(b).

**ARTICLE V.
AMOUNT OF BENEFITS**

5.1 Vesting Schedule

- (a) General Rule. Subject to Sections 5.1(b) and 5.1(c), a Participant's interest in his Account shall become vested in accordance with the following schedule:

Years of Service	Vesting Percentage
Less than 5 Years of Service	0%
5 or more Years of Service	100%

Notwithstanding anything herein to the contrary, a Participant's Years of Service shall include all Years of Service provided to the Township prior to the Plan's Effective Date.

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

5.2 Vesting After a Lapse in the Township Employment

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

based solely on the Participant's Years of Service from his first episode of employment.

5.3 Calculating Vesting Service

(a) Year of Service.

(i) General. A Participant's Year of Service begins on the date he first performs an Hour of Service.

(ii) Additional Rules. The following additional service-crediting provisions shall apply.

(A) Leased Employees. For vesting purposes only, the Plan shall treat an individual as an Employee if he satisfies all the requirements specified in Code §414(n)(2) as a leased employee of the Township's, except for the requirement of having performed such services for at least one year.

(B) Approved Leave. If the Employee is absent from the Township for more than one year because of an approved leave of absence (either with or without pay) for any reason (including, but not limited to, jury duty) and the Employee returns to work at or prior to the expiration of his leave of absence, no Termination from Service Date will occur during the leave of absence.

(C) Servicemen. See Article XIII for special provisions that apply to Servicemen.

(D) Contractors. If an "eligible contractor" becomes an Employee, his Years of Service shall include his previous continuous service as an eligible contractor, excluding any service provided before 2003. An "eligible contractor" is an individual who (A) performed services for the Township on a substantially full-time basis in the capacity of an independent contractor (for federal income tax purposes); (B) became an Employee within a month of ceasing to be an independent contractor working full-time for the Township; and (C) notified the Plan of his prior service as an independent contractor within two months of becoming an Employee or such other deadline established by the Committee).

(b) Termination From Service Date.

(i) General Rule. If the Employee quits, is discharged, retires, or dies, his Termination From Service Date occurs on the last day the Employee performs services for the Township, except for an Employee who incurs a Disability, in which case his Termination From Service Date does not occur, even if he quits, until the earlier of the one-year anniversary of the date his Disability or the date he recovers from his Disability.

(ii) Other Absences. In all other cases, an Employee's "Termination From Service Date" is the date which is one year from the date the Employee's absence from the Township commences whether due to vacation, holiday, illness, injury, leave of absence, or temporary lay-off, with the following exception. If the Employee is absent from the Township because of parental leave (which includes only the pregnancy of the Employee, the birth of the Employee's child, the placement of a child with the Employee in connection with adoption of such child by the Employee, or the caring for such child immediately following birth or placement) on the first anniversary of the day the Employee was first absent, his Termination From Service Date does not occur until the second anniversary of the day he was first absent (and the period between the first and second anniversaries of the day he was first absent shall not be counted in his Years of Service).

(c) Lapse in the Township Employment. A Lapse in the Township Employment means the period commencing on an individual's Termination from Service Date and ending on the date he again performs an Hour of Service as an Employee.

5.4 Forfeitures

(a) Individuals Who Cannot Be Located. The vested Account balance of a Participant, Alternate Payee or Beneficiary who cannot be located after reasonable good faith effort may be forfeited as of the last day of any Plan Year. Any such forfeiture shall be applied as specified in Section 5.4(d).

(b) Regular Forfeitures. A Participant's non-vested interest in his Account shall be forfeited at the end of the Plan Year in which his Termination From Service Date occurs. Any such forfeiture shall be used as specified in Section 5.4(d).

(c) Restoration of Forfeitures.

(i) Individuals Who Cannot Be Located. The Account balance of any individual which was forfeited previously, in accordance with Section 5.4(a), shall be restored to such individual, if and when the individual makes a claim for such amount.

- (ii) Regular Forfeitures. If a Participant is rehired before incurring a one-year Lapse in the Township Employment, then his pre-lapse Account shall be restored.
- (d) Use of Forfeitures. The Committee, at its discretion, may apply forfeitures to restore Accounts as described in Section 5.4(c) above, to pay such administrative expenses of the Plan that are properly payable from the Trust Fund and that are not paid by the Township or charged to Accounts, or to reduce any Township Contribution.

5.5 Transfers and Portability

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

ARTICLE VI. DISTRIBUTION OF BENEFITS

6.1 Beneficiaries.

- (a) Designating Beneficiaries. Each Account Owner who is a Participant or Alternate Payee shall file with the Committee (and may alter from time to time) a designation of any primary and contingent beneficiary or beneficiaries to whom the distributable amount (determined pursuant to Section 6.2) shall be paid in the event of such Account Owner's death. In the absence of an effective beneficiary designation as to any portion of the distributable amount after a Participant dies, such amount shall be paid to the Participant's surviving Spouse, or, if none, to his estate. In the absence of an effective beneficiary designation as to any portion of the distributable amount after an Alternate Payee dies, such amount shall be paid to the estate of the Alternate Payee.
- (b) Special Rule for Married Participants. Notwithstanding the foregoing, with respect to any Participant who is married, the Participant's Spouse shall be the sole beneficiary unless the Spouse has consented to the designation of a different beneficiary. To be effective, the Spouse's consent must be in writing, witnessed by a notary public, and filed with the Committee. Any spousal consent shall be effective only as to the Spouse who signed the consent.
- (c) Special Rule for Divorces. If a Participant or Alternate Payee has designated his spouse as a primary or contingent beneficiary, and the Participant or Alternate Payee, as the case may be, and such Spouse later divorce (or the marriage is

annulled), then the former Spouse will be treated as having predeceased the Participant or Alternate Payee for purposes of interpreting a beneficiary designation form completed prior to the divorce or annulment. This Section 6.1(c) will apply only if the Committee is informed of the divorce or annulment before payment to the former Spouse is authorized.

- (d) Disclaimers. Any individual or legal entity who is a beneficiary may disclaim all or any portion of his interest in the Plan, provided that the disclaimer satisfies the requirements of Code §2518(b) and any applicable state law. The legal guardian of a minor or legally incompetent person may disclaim for such person.

6.2 Distributable Amount

The distributable amount of a Participant's Account is the vested portion of the Account, reduced by any amount that is payable to an Alternate Payee pursuant to Section 11.9. Furthermore, the Committee may temporarily suspend or limit distributions (by reducing the distributable amount), as explained in Sections 11.9(e), 11.9(g), or 11.9(h), (a) when the Committee is informed that a QDRO affecting the Participant's Accounts is in process or may be in process, (b) while the Committee believes that the Plan may have a cause of action against the Participant, or (c) when the Plan has notice of a lien or other claim against the Participant's Accounts.

6.3 Manner of Distribution

- (a) Form of Distribution. Subject to Section 6.3(d) and Section 6.3(f), the form of distribution shall be QJSA, unless the Participant waives the QJSA, with the consent of his Spouse, if any, and elects a lump sum payment.
- (b) Consent of Participant and Spouse. The consent of the Participant's Spouse must be in writing and must be witnessed by a Committee member or by a notary public. Neither the consent of the Participant nor the consent of the Participant's Spouse is required for single sum distributions of small amounts pursuant to Section 6.3(f) or for required minimum distributions on or after the Participant's Required Beginning Date, as described in Section 6.4(c).
- (c) Distribution Procedure.
 - (i) General. The Committee shall provide the Participant with a written explanation of the terms and conditions of the QJSA, the Participant's right to elect a single lump sum payment in lieu of a QJSA, the effect of the Participant electing a single payment in lieu of a QJSA, the Participant's right to revoke his distribution election, and such other information as may be required under IRS guidance of general applicability.
 - (ii) Timing. The explanation shall be provided no more than 180 days before the annuity starting date. The explanation shall be provided no fewer than 30 days before the annuity starting date, unless all the following

conditions are satisfied (1) the Participant affirmatively elects a single sum distribution (and the Participant's Spouse, if any, consents), (2) the explanation mentions that the Participant has a right to at least 30 days to consider whether to waive the QJSA and consent to a single sum, and (3) the Participant is permitted to revoke an affirmative distribution election until the annuity starting date (or, if later, the 8th day after the Participant is provided with the explanation).

- (iii) Annuity Starting Date. The annuity starting date, for a single sum payment, is the date the payment is processed, which may be any business day. The annuity starting date for a QJSA is the day as of which the annuity payments begin. The annuity starting date for an annuity must be the first day of a month, must occur on or after the Participant's termination of employment or 62nd birthday, must occur after the date the explanation is provided, but may precede the date the Participant provides any affirmative distribution election. In any event, the first payment from the annuity shall not precede the 8th day after the explanation is provided.
- (d) Elimination of QJSA. Effective as of October 21, 2014, the QJSA shall be eliminated, all benefits shall be paid in the form of a single lump sum payment or, if the Participant affirmatively elects, a life annuity, as provided in Section 6.3(e), and no advance notice of, or spousal consent to, the selection of the form of benefit shall be required. Notwithstanding the foregoing, this Section 6.3(d) shall not be effective with respect to any Participant whose annuity starting date occurs prior to the 90th day after the date on which that Participant has been furnished with a summary plan description that reflects the elimination of the QJSA and otherwise satisfies the requirements relating to a summary of material modifications for pension plans.
- (e) Life Annuity. The life annuity shall be a single premium, non-transferrable annuity contract, purchased by the Committee or the Township from a legal reserve insurance company, which conforms to the distribution requirements of this Article VI, and which provides for periodic payments made at intervals not longer than one year and for a distribution period not longer than a life (or lives) or over a period certain not longer than the life expectancy or joint life, and last survivor expectancy.
- (f) Small Amounts. If the value of a Participant's vested Account at the time of distribution is \$5,000 or less, distribution shall be made in the form of a single lump sum payment.

6.4 Time of Distribution

- (a) Earliest Date of Distribution. Unless an earlier distribution is permitted by subsection (b) or required by subsection (c), the earliest date that a Participant may elect to receive a distribution is as follows.

- (i) Termination of Employment or Disability. A Participant may elect to receive a distribution as soon as practicable after his Termination From Service Date.
- (ii) During Employment. A Participant may obtain a distribution while an Employee only if he has attained age 62. After attaining age 62, and while an Employee, the Participant may withdraw all or any portion of his vested Account. The minimum withdrawal shall be \$1,000 or, if less, the balance of the Account. Only two withdrawals are permitted each Plan Year under this paragraph. After an Employee's Required Beginning Date, subsection (c) shall apply instead of this paragraph.
- (iii) Distribution Upon Participant's Death.
 - (A) Small Accounts. If the value of the nonforfeitable portion of a Participant's Account is \$1,000 or less at any time after the Participant's death and before any beneficiary elects to receive a distribution under this subsection, then each beneficiary shall each receive a single payment of his share of the distributable amount as soon as administratively practicable, provided that the aggregate value is \$1,000 or less when the distribution is processed. The Committee may elect to check the value of the Participants' Accounts on an occasional (rather than a daily) basis to determine whether to apply the provisions of this subsection.
 - (B) Larger Accounts. If paragraph (A) does not apply, then benefits shall be distributed in accordance with Section 6.3, provided, however, that if there is no designated beneficiary, the entire distributable amount shall be distributed by the last day of the calendar year containing the fifth anniversary of the Participant's death.
- (b) Alternate Earliest Date of Distribution. Notwithstanding subsection (a), unless a Participant elects otherwise, his distribution shall commence no later than 60 days after the close of the latest of: (i) the Plan Year in which the Participant attains Normal Retirement Age; (ii) the Plan Year in which occurs the tenth anniversary of the year in which the Participant commenced participation in the Plan; and (iii) the Participant's Termination From Service Date. If a Participant does not affirmatively elect a distribution, he shall be deemed to have elected to defer the distribution to a date later than the specified in the preceding sentence.
- (c) Latest Date of Distribution. The distribution of the entire distributable amount shall be made or commenced no later than the Participant's Required Beginning Date.

6.5 Direct Rollover Election

- (a) General Rule. A Participant, an Alternate Payee who is the Spouse or former Spouse of the Participant, or any individual who is a designated beneficiary of the Participant pursuant to Code §401(a)(9)(E), may direct the Trustee to pay all or any portion of his “eligible rollover distribution” to an “eligible retirement plan” in a “direct rollover.” This direct rollover option is not available to other Account Owners. Within a reasonable period of time before an eligible rollover distribution, the Committee shall inform the distributee of this direct rollover option, the appropriate withholding rules, other rollover options, the options regarding income taxation, and any other information required by Code §402(f). The distributee may elect to receive his distribution as soon as administratively practicable after completing and filing his distribution election.
- (b) Definition of Eligible Rollover Distribution. An eligible rollover distribution is any distribution, including in-service withdrawal, other than (i) distributions required under Code §401(a)(9), (ii) a distribution that is a series of substantially equal periodic payments made not less frequently than annually or the life expectancy of the distributee or the joint lives (or life expectancies) of the distributee and the distributee’s designated beneficiary or for a period of ten years or more, or (iii) any distribution reasonably expected to total less than \$200 in a plan year.
- (c) Definition of Eligible Retirement Plan. An eligible retirement plan is an individual retirement account or annuity described in Code §408(a) or §408(b), a Roth IRA described in Code Section 408A, an annuity plan described in Code §403(a), an annuity contract described in Code §403(b), an eligible plan under Code §457(b) that is maintained by an eligible employer described in Code §457(e)(1)(A) (which generally includes state and local governments), or the qualified trust of a defined contribution plan described in Code §401(a), that accepts eligible rollover distributions. Notwithstanding the foregoing, with respect to a distributee who is a non-spouse beneficiary, an eligible retirement plan is limited to an individual retirement account described in Section 408(a) or Code Section 408A or an individual retirement annuity described in Code Section 408(b) which is treated as an inherited individual retirement account or annuity within the meaning of Code §408(d)(3)(C)
- (d) Definition of Direct Rollover. A direct rollover is a payment by the Trustee to the eligible retirement plan specified by the distributee.

**ARTICLE VII.
ALLOCATION OF RESPONSIBILITIES**

7.1 No Joint Fiduciary Responsibilities

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

7.2 The Township

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

7.3 The Trustee

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

7.4 The Committee

The Board of Supervisors of the Township shall appoint an administrative Committee consisting of no fewer than three individuals who may be, but need not be, Participants, Officers, Supervisors, or Employees of the Township. If the Board of Supervisors does not appoint a Committee, the Township shall act as the Committee under the Plan. The members of the Committee shall hold office at the pleasure of the Board of Supervisors and shall service without compensation. The Committee shall be the Plan's "administrator" and shall be responsible for establishing and implementing a funding policy consistent with the objectives of the Plan. This responsibility shall include establishing (and revising as necessary) short-term and long-term goals and requirements pertaining to the financial condition of the Plan, communicating such goals and

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

7.5 Committee to Construe Plan

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

7.6 Organization of Committee.

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

7.7 Agent for Process.

The Committee shall be the agent of the Plan for service of process.

7.8 Indemnification of Committee Members.

The Township shall indemnify and hold the members of the Committee, and each of them, harmless from the effects and consequences of their acts, omissions, and conduct in their official capacities, except to the extent that the effects and consequences thereof shall result from their own willful misconduct, breach of good faith, or gross negligence in the performance of their duties. The foregoing right of indemnification shall not be exclusive of the rights to which each such member may be entitled as a matter of law.

7.9 Conclusiveness of Action

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

7.10 Payment of Expenses.

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

**ARTICLE VIII.
TRUST FUND**

8.1 Trust Agreement.

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

8.2 Appointment of Trustee.

A Trustee shall be appointed by the Committee to hold and administer the Trust Fund. The Trustee so appointed shall serve at the pleasure of the Township and shall have such rights, powers and duties as are set forth in the Trust Agreement. The Trust Agreement, when entered into, shall form a part of the Plan.

8.3 No Reversion.

At no time prior to the satisfaction of all liabilities under the Plan with respect to the Participants and their Beneficiaries, shall any part of the corpus or income of the Trust Fund be used for or diverted to any purpose other than their exclusive benefit.

8.4 Assets.

The Committee shall have such control over the investment of the Trust Fund as is provided in the Trust Agreement.

8.5 Plan Expenses.

(a) General. Except as provided in Section 8.5(b), any taxes upon or in respect of the Plan and Trust, and all expenses of administering the Plan and Trust shall be paid out of Plan assets, to the extent permitted by law and to the extent such taxes and

expenses are not paid by the Township or an Account Owner. The Committee shall have full discretion to determine how each tax or expense that is paid out of Plan assets shall be allocated. No fiduciary shall receive any compensation for services rendered to the Plan, if the fiduciary is being compensated on a full time basis by the Township.

- (b) Individual Expenses. To the extent not paid by the Township or an Account Owner, all expenses of individually directed transactions, including without limitation the Trustee's transaction fee, brokerage commissions, transfer taxes, interest on insurance policy loans, and any taxes and penalties that may be imposed as a result of an individual's investment direction, shall be assessed against the Account of the Account Owner directing such transactions.

8.6 Trust Fund.

The Trust Fund shall be applied as directed by the Committee to the payment of benefits to such persons as are entitled thereto in accordance with the Plan. The Committee shall determine the manner in which the funds of the Plan shall be disbursed in accordance with the Plan, including the form of voucher or warrant to be used in authorizing disbursements and the qualification of persons authorized to approve and sign the same and any other matters incident to the disbursement of such funds.

- (a) Direction to Trustee. All disbursements by the Trustee except for the ordinary expenses of the administration of the Trust Fund and the settlement of investment transactions for the account of the Trust Fund, shall be made upon the written instructions of the Committee.
- (b) Expenses. The Trust Fund, or the Township if it so elects, shall be responsible for the payment of reasonable expenses incurred by the Committee, and for the fees and expenses of all agents, attorneys, accountants and other persons, either engaged by the Committee or Trustee, and for the fees of any Trustee other than an Employee of the Township.
- (c) Indemnification. The Committee and the individual members thereof shall be indemnified by the Township against any and all liabilities arising by reason of any act, or failure to act, taken or omitted in good faith pursuant to the provisions of the Plan including expenses reasonably incurred in the defense of any claim relating thereto.
- (d) Action by Committee. Any action by the Township pursuant to any of the provisions of this agreement shall be evidenced by a resolution certified to the Committee, and the Committee shall be fully protected in acting in accordance therewith.
- (e) Reliance by Committee. The Committee, in authorizing any payments, taking any action, or making any decisions with respect to any matter may rely conclusively upon the authenticity and contents of certificates, directions, statements,

resolutions, regulations, requisitions and communications from the Township furnished or delivered to them as herein provided.

ARTICLE IX. TERMINATION AND AMENDMENT

9.1 Termination of Plan or Discontinuance of Contributions.

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

9.2 Allocations upon Termination.

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

9.3 Procedure Upon Termination of Plan.

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

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

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

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

9.4 Amendment by the Township.

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

ARTICLE X.
PLAN ADOPTION BY AFFILIATED ENTITIES

10.1 Adoption of Plan.

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

10.2 Agent of Affiliated Entity.

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

10.3 Disaffiliation and Withdrawal from Plan.

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

10.4 Effect of Disaffiliation or Withdrawal.

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

10.5 Actions Upon Disaffiliation or Withdrawal.

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

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

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

ARTICLE XI. MISCELLANEOUS

11.1 No Contract of Employment

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

11.2 Claims Procedure.

- (a) General. Each claim for benefits shall be processed in accordance with the procedures that are established by the Committee. The procedures shall comply with the guidelines specified in this section. The Committee may delegate its duties under this section to appropriate Township officials.
- (b) Representatives. A claimant may appoint a representative to act on his behalf. The Committee shall only recognize a representative if the Committee has received a written authorization signed by the claimant and on a form prescribed by the Committee, with the following exceptions. The Committee shall recognize a claimant's legal representative, once the Committee is provided with documentation of such representation. If the claimant is a minor child, the Committee shall recognize the claimant's parent or guardian as the claimant's representative. Once an authorized representative is appointed, the Committee shall direct all information and notification regarding the claim to the authorized representative and the claimant shall be copied on all notifications regarding decisions, unless the claimant provides specific written direction otherwise.
- (c) Extension of Deadlines. The claimant may agree to an extension of any deadline that is mentioned in this section that applies to the Plan. The Committee or the

relevant decision-maker may agree to an extension of any deadline that is mentioned in this section that applies to the claimant.

- (d) Fees. Neither the Committee nor the Township may charge any fees to a claimant for utilizing the claims process described in this section.
- (e) Filing a Claim. A claim is made when the claimant files a claim in accordance with the procedures specified by the Committee. Any communication regarding benefits that is not made in accordance with the Committee's procedures will not be treated as a claim.
- (f) Initial Claims Decision. The Committee shall decide a claim within a reasonable time up to 90 days after receiving the claim. The Committee shall have a 90-day extension, but only if the Committee is unable to decide within 90 days for reasons beyond its control, the Committee notifies the claimant of the special circumstances requiring the need for the extension by the 90th day after receiving the claim, and the Committee notifies the claimant of the date by which the Committee expects to make a decision.
- (g) Notification of Initial Decision. The Committee shall provide the claimant with written notification of the Committee's full or partial denial of a claim, reduction of a previously approved benefit, or termination of a benefit. The notification shall include a statement of the reason(s) for the decision; references to the plan provision(s) on which the decision was based; a description of any additional material or information necessary to perfect the claim and why such information is needed; a description of the procedures and deadlines for appeal; a description of the right to obtain information about the appeal procedures; and a statement of the claimant's right to sue.
- (h) Appeal. The claimant may appeal any adverse or partially adverse decision. To appeal, the claimant must follow the procedures specified by the Committee. The appeal must be filed within 60 days of the date the claimant received notice of the initial decision. If the appeal is not timely and properly filed, the initial decision shall be the final decision of the Committee. The claimant may submit documents, written comments, and other information in support of the appeal. The claimant shall be given reasonable access at no charge to, and copies of, all documents, records, and other relevant information.
- (i) Appellate Decision. The Committee shall decide the appeal of a claim within a reasonable time of no more than 60 days from the date the Committee receives the claimant's appeal. The 60-day deadline shall be extended by an additional 60 days, but only if the Committee determines that special circumstances require an extension, the Committee notifies the claimant of the special circumstances requiring the need for the extension by the 60th day after receiving the appeal, and the Committee notifies the claimant of the date by which the Committee expects to make a decision. If an appeal is missing any information from the claimant that is needed to decide the appeal, the Committee shall notify the

claimant of the missing information and grant the claimant a reasonable period to provide the missing information. If the missing information is not timely provided, the Committee shall deny the claim. If the missing information is timely provided, the 60-day deadline (or 120-day deadline with the extension) for the Committee to make its decision shall be increased by the length of time between the date the Committee requested the missing information and the date the Committee received it.

- (j) Notification of Decision. The Committee shall provide the claimant with written notification of the Committee's appellate decision (positive or adverse). The notification of any adverse or partially adverse decision shall include a statement of the reason(s) for the decision; reference to the plan provision(s) on which the decision was based; a statement of the claimant's right to sue; and a statement that the claimant is entitled to receive, free of charge and upon request, reasonable access to and copies of all documents, records, and other information relevant to the claim.
- (k) Limitations on Bringing Actions in Court. Once an appellate decision that is adverse or partially adverse to the claimant has been made, the claimant may file suit in court only if he does so by the earlier of the following dates: (i) the one-year anniversary of the date of the appellate decision, or (ii) the date on which the statute of limitations for such claim expires.
- (l) Discretionary Authority. The Committee shall have total discretionary authority to determine eligibility, status, and the rights of all individuals under the Plan and to construe any and all terms of the Plan.

11.3 Source of Benefits.

All benefits payable under the Plan shall be paid solely from the Trust Fund, and neither the Township nor any Affiliated Entity assumes liability or responsibility therefor.

11.4 Exclusive Benefit of Employees.

It is the intention of the Township that no part of the Trust, other than as provided in Sections 3.3, 8.2, and 11.9 hereof and the Trust Agreement, ever be used for or diverted to purposes other than for the exclusive benefit of Participants, Alternate Payees, and their beneficiaries, and that this Plan shall be construed to follow the spirit and intent of the Code.

11.5 Forms of Notices.

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

11.6 Notice of Adoption of the Plan.

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

11.7 Plan Merger.

If this Plan is merged or consolidated with, or its assets or liabilities are transferred to, any other qualified plan of deferred compensation, each Participant shall be entitled to receive a benefit immediately after the merger, consolidation, or transfer that is equal to or greater than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation, or transfer if this Plan had then been terminated.

11.8 Inalienability of Benefits and QDRO Exception.

- (a) General. Except as provided in Section 6.1(d), relating to disclaimers, and Sections 11.8 (b), (g), and (h) below, no Account Owner shall have any right to assign, alienate, transfer, or encumber his interest in any benefits under this Plan, nor shall such benefits be subject to any legal process to levy upon or attach the same for payment of any claim against any such Account Owner.
- (b) QDRO Exception. Section 11.8(a) shall apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a Domestic Relations Order unless such Domestic Relations Order is a QDRO, in which case the Plan shall make payment of benefits in accordance with the applicable requirements of any such QDRO.
- (c) QDRO Requirements. In order to be a QDRO, the Domestic Relations Order must satisfy the requirements of Code §414(p). In particular, the Domestic Relations Order: (i) must specify the name and the last known mailing address of the Participant; (ii) must specify the name and mailing address of each Alternate Payee covered by the order; (iii) must specify either the amount or percentage of the Participant's benefits to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined; (iv) must specify the number of payments or period to which such order applies; (v) must specify each plan to which such order applies; (vi) may not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, subject to the provisions of subsection (f); (vii) may not require the Plan to provide increased benefits (determined on the basis of actuarial value); and (viii) may not require the payment of benefits to an Alternate Payee if such benefits have already been designated to be paid to another Alternate Payee under another order previously determined to be a QDRO.
- (d) QDRO Payment Rules. In the case of any payment before an Employee has separated from service, a Domestic Relations Order shall not be treated as failing to meet the requirements of subsection (c) solely because such order requires that

payment of benefits be made to an Alternate Payee (i) on or after the dates specified in subsection (f), (ii) as if the Employee had retired on the date on which such payment is to begin under such order (but taking into account only the Account balance on such date), and (iii) in any form in which such benefits may be paid under the Plan to the Employee. For purposes of this subsection, the Account balance as of the date specified in the QDRO shall be the vested portion of the Employee's Account on such date.

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

- (i) Small Accounts. If the value of the nonforfeitable portion of an Alternate Payee's Account is \$1,000 or less, the Alternate Payee shall receive a single payment of the distributable amount as soon as practicable, provided that the value is \$1,000 or less when the distribution is processed. The Committee may elect to check the value of the Alternate Payee's Account on an occasional (rather than a daily) basis, to determine whether this paragraph applies.
- (ii) Single Payment or Annuity. This paragraph applies only if paragraph (i) does not apply. The only form of payment available to an Alternate Payee who is not the Spouse or former Spouse of the Participant is a single payment of the distributable amount (measured at the time the payment is processed). An Alternate Payee who is the Spouse or former Spouse of the Participant may choose between a single payment of the distributable amount or an annuity. If the Alternate Payee is awarded more than the distributable amount, the Alternate Payee initially shall receive a distribution of the distributable amount, with additional distributions made as soon as administratively convenient after more of the amount awarded to the Alternate Payee becomes distributable.
- (iii) Timing of Distribution. This paragraph applies only if paragraph (i) does not apply. Subject to the limits imposed by this paragraph, the Alternate Payee may choose (or the QDRO may specify) the date of the distribution. The distribution to the Alternate Payee may occur at any time after the Committee determines that the Domestic Relations Order is a QDRO and before the Participant's Required Beginning Date (unless the order is determined to be a QDRO after the Participant's Required Beginning Date, in which case the distribution to the Alternate Payee shall be made as soon as administratively practicable after the order is determined to be a QDRO).
- (iv) Death of Alternate Payee. The Alternate Payee may designate one or more beneficiaries, as specified in Section 6.1. When the Alternate Payee dies, the Alternate Payee's beneficiary shall receive a complete distribution of the distributable amount in a single payment as soon as administratively convenient.
- (v) Investing. An Alternate Payee may direct the investment of his Account pursuant to Section 8.3.
- (g) Exception for Misconduct towards the Plan. Section 11.8(a) shall not apply to any offset of a Participant's benefits against an amount that the Participant is ordered or required to pay to the Plan if the following conditions are met.
 - (i) The order or requirement to pay must arise under a judgment of conviction for a crime involving the Plan.

- (ii) The judgment, order, decree, or settlement agreement must expressly provide for the offset of all or part of the amount ordered or required to be paid to the Plan against the Participant's benefits provided under the Plan. The Committee may temporarily suspend distributions and withdrawals from a Participant's Account, except to the extent necessary to make the required minimum distributions under Code §401(a)(9), when the Committee has reason to believe that the Plan may be entitled to an offset of the Participant's benefits described in this subsection. The Committee shall promulgate reasonable and non-discriminatory rules regarding such suspensions, including but not limited to how long such suspensions remain in effect.
- (h) Exception for Federal Liens. Section 11.8(a) shall not apply to the enforcement of a federal tax levy made pursuant to Code §6331, the collection by the United States on a judgment resulting from an unpaid tax assessment, or any debt or obligation that is permitted to be collected from the Plan under federal law (such as the Federal Debt Collection Procedures Act of 1977). The Committee may temporarily suspend distributions and withdrawals from an Account, except to the extent necessary to make the required minimum distributions under Code §401(a)(9), when the Committee has reason to believe that such a federal tax levy or other obligation has or will be received. The Committee shall promulgate reasonable and non-discriminatory rules regarding such suspensions, including but not limited to how long such suspensions remain in effect.

11.9 Payments Due Minors or Incapacitated Individuals.

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

11.10 Uniformity of Application.

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

11.11 Disposition of Unclaimed Payments.

Each Participant, Alternate Payee, or beneficiary with an Account balance in this Plan must file with the Committee from time to time in writing his address, the address of each

beneficiary (if applicable), and each change of address. Any communication, statement, or notice addressed to such individual at the last address filed with the Committee (or if no address is filed with the Committee then at the last address as shown on the Township's records) will be binding on such individual for all purposes of the Plan. Neither the Committee nor the Trustee shall be required to search for or locate any missing individual. If the Committee notifies an individual that he is entitled to a distribution and also notifies him that a failure to respond may result in a forfeiture of benefits, and the individual fails to claim his benefits under the Plan or make his address known to the Committee within a reasonable period of time after the notification, then the benefits under the Plan of such individual shall be forfeited. Any amount forfeited pursuant to this section shall be allocated pursuant to subsection 5.4(d). If the individual should later make a claim for this forfeited amount, the Township shall, if the Plan is still in existence, make a special contribution to the Plan equal to the forfeiture, and such amount shall be distributed to the individual; if the Plan is not then in existence, the Township shall pay the amount of the forfeiture to the individual.

11.12 Applicable Law.

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

ARTICLE XII. UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994

12.1 General.

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

date on which the Serviceman fails to qualify for reemployment rights (if, for example, he is dishonorably discharged, or remains in the Uniformed Services for more than 5 years) or, if the Serviceman obtains reemployment rights, the date his reemployment rights lapse because the Serviceman failed to timely exercise those rights.

12.2 While a Serviceman.

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

- (a) Township Contributions. Wages paid by the Township to a Serviceman shall be included in his Compensation as if the Serviceman were an Employee. If the Employee was a Covered Employee when he became a Serviceman and his wages continue through the last day of a Plan Year, then the Serviceman shall be treated as an "eligible Participant" under Section 3.1(a) for that Plan Year and as an Employee under Section 11.4(a).
- (b) Investments. If the Serviceman has an account balance in the Plan, he is an Account Owner and may therefore direct the investment of his Accounts pursuant to Section 8.3.
- (c) Distributions and Withdrawals. For purposes of Article VI (relating to distributions), the Serviceman shall be treated as an Employee until the day on which his potential USERRA reemployment rights expire, as provided in Section 12.3.
- (d) QDROs. QDROs shall be processed while the Participant is a Serviceman. The Committee has the discretion to establish special procedures under Section 12.9(e) for Servicemen, by, for example, extending the usual deadlines to accommodate any practical difficulties encountered by the Serviceman that are attributable to his service in the Uniformed Services.

12.3 Expiration of USERRA Reemployment Rights.

- (a) Consequences. If a Serviceman is not reemployed before his potential USERRA reemployment rights expire, the Committee shall determine his Termination From Service Date by treating his service in the Uniformed Services as an approved leave of absence but treating the expiration of his potential USERRA reemployment rights as the failure to timely return from his leave of absence, with the consequence that his Termination from Service Date will generally be the earlier of the date his potential USERRA rights expired or one year after the date he joined the Uniformed Services. Once his Termination from Service Date has been determined, the Committee shall determine his vested percentage. For purposes of Article VI (relating to distributions), the day the Serviceman's potential USERRA reemployment rights expired shall be treated as the day he

terminated employment with the Township and Affiliated Entities. For purposes of Section 5.2(c) (relating to the timing of forfeitures), the Serviceman's last day of employment shall be the day his potential USERRA reemployment rights expired.

- (b) Rehire after Expiration of Reemployment Rights. If the Township or an Affiliated Township hires a former Serviceman after his potential USERRA reemployment rights have expired, he shall be treated like any other former employee who is rehired.

12.4 Return From Uniformed Service.

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

- (a) Credit for Service. A Serviceman's length of time in the Uniformed Services shall be treated as service with the Township for purposes of vesting and determining his eligibility to participate in the Plan upon reemployment.
- (b) Participation. If the Serviceman satisfies the eligibility requirements of Section 2.1 before his reemployment, and he is a Covered Employee upon his reemployment, he may participate in the Plan immediately upon his return.
- (c) Make-Up Township Contribution. The Township shall make an additional contribution to a Serviceman's Account equal to the Township Contribution (including any forfeitures treated as Township Contributions) that would have been allocated to such Account if the Serviceman had remained employed during his time in the Uniformed Services, and had earned his Deemed Compensation during that time. Such contributions ("Make-Up Contributions") shall be subject to Sections 12.4(d) and (e).
- (d) Application of Limitations.
 - (i) Make-Up Contributions shall be disregarded for purposes of determining the Township's maximum contribution under Section 3.1(c), the limits on Annual Additions under Section 3.4, and the non-discrimination requirements of Code §401(a)(4).
 - (ii) In order to determine the maximum Make-Up Contributions, the following limitations shall apply.
 - (A) The Serviceman's "Aggregate Compensation" for each year shall be equal to his actual Compensation, plus his Deemed Compensation that would have been paid during that year.
 - (B) The Serviceman's Aggregate Compensation each Plan Year shall be limited to the dollar limit in effect for that Plan Year under

Code §401(a)(17), for the purposes and in the manner specified in Section 1.11(d).

- (C) The limits of Section 3.1(c) (relating to the maximum contribution by the Township to the Plan) for each Plan Year shall be calculated by using the Serviceman's Aggregate Compensation for that Plan Year, and by treating the Make-Up Contributions that are attributable to that Plan Year's Deemed Compensation as having been made during that Plan Year.
 - (D) The limits of Section 3.4 (relating to the maximum Annual Additions to a Participant's Accounts) shall be calculated for each Limitation Year by using the Serviceman's Aggregate Compensation for that Limitation Year, and by treating as Annual Additions all the Make-Up Contributions that are attributable to that Limitation Year's Deemed Compensation.
- (e) Deemed Compensation. A Serviceman's Deemed Compensation is the Compensation that he would have received (including raises) had he remained employed by the Township during his time in the Uniformed Services, unless it is not reasonably certain what his Compensation would have been, in which case his Deemed Compensation shall be based on his average rate of compensation during the 12 months (or, if shorter, his period of employment with the Township) immediately before he entered the Uniformed Services. A Serviceman's Deemed Compensation shall be reduced by any Compensation actually paid to him during his time in the Uniformed Services (such as vacation pay). Deemed Compensation shall cease when the Serviceman's potential USERRA reemployment rights expire.

EAST GOSHEN TOWNSHIP

By: _____

Title: _____

Date: _____

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

Voice (610) 692-7171

Fax (610) 425-8950

E-mail rsmith@eastgoshen.org

Date: October 15, 2014

To: Board of Supervisors

From: Rick Smith, Township Manager

Re: Fee Resolution 2014-34B

There is a cost to record the stormwater agreements. In order to recover that cost we need to amend the fee schedule. See Section 17.d on page 10 of the attached.

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2014-34B

**A RESOLUTION ESTABLISHING AND CONSOLIDATING
THE VARIOUS FEES AND CHARGES IMPOSED
PURSUANT TO THE CODE OF THE TOWNSHIP**

WHEREAS, the Code of East Goshen Township authorizes the Board of Supervisors to establish various fees and charges by resolution, and:

WHEREAS, the Board of Supervisors believes that it's in the best interests of the Township to consolidate all of the fees and charges into a single resolution.

BE IT RESOLVED THAT the East Goshen Township Board of Supervisors hereby establishes the following fee schedule for 2014.

1. **Building/Zoning Permit Fees**

- a. Residential Dwelling Units - includes all types of residential buildings.
 - i. New Construction - Calculated using the ICC method with a minimum charge of \$200.00.
 - ii. Accessory Buildings - Calculated using the ICC method with a minimum charge of \$200.00.
 - iii. Building Additions - Calculated using the ICC method with a minimum charge of \$200.00.
 - iv. Decks, Patios, Terraces
 - 1. 150 square feet or smaller - \$100.00
 - 2. Greater than 150 square feet - \$150.00
 - 3. Re-decking of surface materials and or replacement of railings or steps - \$50.00
 - v. New and replacement plumbing, HVAC, and sprinkler systems; any other permanent system; re-roofing; and re-siding shall be calculated at 1% of the project cost with a minimum permit fee of \$100.00.
 - vi. Flagpoles - all permit fees shall be waived for the installation of a flagpole on any residential lot.
 - vii. Alarms - New and replacement monitored alarm systems - \$40.00 permit.
 - viii. Zoning Permit – Any project which increases the footprint of a residential structure or adds a structure to the property requires a zoning permit - \$50.00

NOTES:

- All measurements and calculations shall be outside dimensions.
 - The above fee includes the residential building code plan review, all required inspections, Certificate of Occupancy and the Building Energy Act if applicable.
 - The ICC permit fee method and construction costs tables are published in the ICC Building Safety Journal.
 - The Township Permit Fee Multiplier used to calculate the ICC Permit Fee shall be .01.
- b. Non-Residential Buildings - Includes commercial, industrial, and institutional buildings.
- i. New Construction and Additions - Calculated using the ICC method with a minimum charge of \$200.00
 - ii. New plumbing, HVAC, alarm and sprinkler systems shall be calculated @ 1% of the project value with a minimum charge of \$200.00.
 - iii. Replacement plumbing, HVAC, alarm and sprinkler systems; any other permanent systems; re-roofing; and re-siding shall be calculated @ 1% of the project value with a minimum charge of \$200.00.
 - iv. Alterations and fitting out of space - Calculated using the ICC method with a minimum charge of \$200.00
 - v. Flagpoles - All permit fees shall be waived for the installation of a flagpole on any commercial or industrial lot.
 - vi. Zoning Permit – Any project which increases the footprint of a commercial building structure or adds a structure requires a zoning permit - \$150.00

NOTES:

- The above fee includes the commercial building code plan review, all required inspections, Certificate of Occupancy and the Building Energy Act if applicable.
 - The Township Permit Fee Multiplier used to calculate the ICC Permit Fee shall be .01.
- c. Miscellaneous Categories
- i. Swimming Pools
 - 1. In-Ground - \$225.00
 - 2. Above-Ground - \$75.00
 - 3. Jacuzzi or Hot Tub - \$75.00

- ii. Demolitions
 - 1. Residential - \$50.00
 - 2. Commercial - Shall be calculated at 1% of estimated cost with a minimum of \$100.00.
 - iii. Impervious Surfaces - \$75.00 plus engineering, stormwater management permit and inspection costs: includes new driveways, widening of existing driveways by more than 25%, parking lots, tennis courts, etc. Driveways with new homes excluded.
 - iv. Renovations, alterations, structures, and facilities; including but not limited to porch enclosures, satellite dishes, silos and water towers, antenna towers, wind and solar energy systems, and the completion of unfinished areas shall be calculated at 1% of estimated cost with a minimum permit fee of \$100.00.
 - 1. As per Section 108 of the ICC 2006, if, in the opinion of the building official, the valuation of the permit is under-estimated, the permit will be denied unless detailed estimates can be shown to meet the approval of the building official. The final building valuation will be set by the building official.
 - v. Missed Inspections - \$25.00 per occurrence - All missed inspection fees shall be paid prior to the issuance of the Certificate of Occupancy.
 - vi. No Permit Fee - Any person who commences work on a building, structure, electrical, gas, mechanical, or plumbing system prior to obtaining the necessary permits shall be subject to a \$150.00 fee for residential and \$200.00 for commercial in addition to the applicable building permit and/or zoning permit fee. The Township in its sole discretion may elect to issue a citation for violation of the applicable building code.
 - vii. PA UCC Continuing Education Fee of \$4.00 for every Building Permit Issued.
- d. Zoning Permits. Although a Building Permit is not required for the following structures pursuant to the Uniform Construction Code (Act 45 of 1999), a Zoning Permit is required. The Zoning Permit fee is \$50.00.
- i. The following structures if the structure has a building area less than 500 square feet and is accessory to a single family detached dwelling.
 - 1. Carport
 - 2. Detached Garage
 - 3. Greenhouse
 - 4. Sheds
 - ii. An agricultural building as defined under section 103 of the Uniform Construction Code (Act 45 of 1999).
 - iii. Manufactured or industrialized housing pursuant to section 901 of the Uniform Construction Code (Act 45 of 1999)

2. **Subdivision and Land Development Fees**

- a. Subdivision Review
 - i. 2 lots - \$200.00 per plan
 - ii. 3 or more lots on existing streets - \$250.00 per plan
 - iii. 3 or more lots requiring new streets - \$400.00 per plan
- b. Land Development Review
 - i. Less than 4 Acres - \$200.00 per plan
 - ii. 4 Acres to 24.99 Acres - \$350.00 per plan
 - iii. 25 Acres to 99.99 Acres - \$600.00 per plan
 - iv. 100 Acres or More - \$850.00 per plan
- c. Lot Line and/or Minor Revision Review
 - i. \$150.00 per plan
- d. Additional costs for Subdivision, Land Development and Lot Line and/or Minor Revision Reviews shall be as follows:
 - i. The applicant shall pay the review fees of the professional consultants utilized by the Township during its review of the subdivision or land development application. The applicant shall submit \$2,000.00 to the Township at the time of the submission of the subdivision or land development application. This money shall be placed in an interest bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with a breakdown of all monies disbursed from the account. If the account balance goes below \$500.00 the applicant shall deposit additional monies sufficient to bring the account balance back up to \$2,000.00. Upon approval or denial of the land development or subdivision application and payment of the final invoices from the professional consultants the balance of funds in the account plus any interest shall be returned to the applicant.
 - ii. The applicant shall reimburse the Township for the actual cost of all legal, engineering, inspections and materials tests, incurred during construction and up to acceptance, by the Township, of the improvements.
 - iii. The applicants shall pay all Chester County Planning Commission, Chester County Health Department, Department of Environmental Protection, Chester County Soil Conservation District and Penn Dot review fees, and all recording costs.
- e. Inspections
 - i. Township Engineer - prevailing rate
 - ii. Engineer's Inspector - prevailing rate

- iii. Township Inspector - prevailing rate

3. **Public Hearings**

- a. The applicant shall deposit with the Township \$450.00 to defray the cost of the following:
 - i. One half ($\frac{1}{2}$) the cost of preparation and publication of "Notice of Public Hearing".
 - ii. Posting of the property by the Township Staff.
 - iii. One half ($\frac{1}{2}$) of the appearance fee of the court reporter.
 - iv. Other miscellaneous administrative charges.
 - v. The cost for mailing a hearing notice letter to all property owners within 1,000 feet of the property.
- b. If the monies paid to the Township pursuant to Section a. are insufficient to insure payment of all costs incurred in the disposition of the application the Township shall require additional deposits in increments of one hundred dollars (\$100.00). The failure of the Township to demand additional deposits from time to time shall not relieve the applicant from liability for all costs, charges, fees and expenses in excess of deposits.
- c. Monies paid which are in excess of the actual costs shall be refunded to the applicant within 30 days of receipt of the written decision.
- d. Referring to b and c above; if the total costs exceed the monies paid by less than \$10.00 there will be no additional charge and conversely, there will be no refunds given for amounts under \$10.00.
- e. Conditional Use Professional Consultants – The applicant shall pay the review fees of the professional consultants utilized by the Township during its review of the conditional use application. The applicant shall submit \$2,000.00 to the Township at the time of the submission of the application for a conditional use. This money shall be placed in an interest bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with a breakdown of all monies disbursed from the account. If the account balance goes below \$500.00 the applicant shall deposit additional monies sufficient to bring the account balance back up to \$2,000.00. Upon approval or denial of the conditional use application and payment of the final invoices from the professional consultants the balance of funds in the account plus any interest shall be returned to the applicant.

4. **Sign Permits**

- a. Less than 32 Square Feet - \$25.00
- b. 32 Square Feet or More - \$75.00

5. **Hearings Before the Building Code Board of Appeals**

- a. There shall be a filing fee of \$100.00.
- b. In addition, the applicant shall deposit with the Township \$400.00 to defray the cost of the following:
 - i. Preparation and mailing of the list and/or labels bearing the names of property owners to be notified.
 - ii. Preparation of the hearing notice and affidavit of certification.
 - iii. Publication of "Notice of Public Hearing".
 - iv. Posting of the property by the Building Inspector.
 - v. One half (1/2) of the appearance fee of the court reporter.
 - vi. Other miscellaneous administrative charges.
 - vii. The cost for a copy of the transcript if requested by the applicant.
- c. If the monies paid by the applicant pursuant to Section b are insufficient to insure payment of all costs incurred in the disposition of the application, the Township shall require additional deposits in increments of one hundred dollars (\$100.00). The failure of the Township to demand additional deposits from time to time shall not relieve the applicant from liability for all costs, charges, fees and expenses in excess of deposits.
- d. Monies paid which are in excess of the actual costs shall be refunded to the applicant.
- e. Referring to c and d above; if the total costs exceed the monies paid by less than \$10.00 there will be no additional charge and conversely, there will be no refunds given for amounts under \$10.00.

6. **Sewer, Refuse and Real Estate Tax Certification**

- a. Per Certification - \$5.00 – Fee must be paid prior to certification being issued.

7. **Collection Procedures**

- a. The Township Manager is authorized to collect any monies due and payable to the Township under this resolution in the manner prescribed by law.
- b. Any costs associated with the collection of these fees shall be the responsibility of the applicant.

8. Returned Checks & ACH Payments

- a. Any check or ACH payment received by the Township pursuant to this resolution or any other ordinance shall be deposited in the authorized Township depository (bank).
- b. All checks or ACH payments returned by the Township depository (bank) to the Township, for insufficient funds or any other reason shall have a letter written to the check writer or ACH payee advising that their check or ACH payment has been returned by the bank and that they should re-issue payment immediately.
- c. The check writer or ACH payee's account shall be updated to indicate that a payment was not made.
- d. Any check or ACH payment that is returned to the Township will result in the imposition of a \$20.00 fee in addition to any fees imposed by the Township depository (bank), both of which shall be applied to the appropriate account.

9. Park Fees

- a. The following fees will be charged to those groups or individuals who reserve a facility for a specific date and time.

NOTES:

- The use of satellite parks is limited to passive events only.
 - Each day is divided into three time periods:
 - Morning - 7 am to Noon
 - Afternoon - Noon to 5 pm
 - Evening - 5 pm to Dusk
 - The West Chester Area School District is exempt from all fees.
 - Separate checks shall be provided in the event a deposit is required.
 - Deposit checks will be returned after the facility has been inspected and found to be in good condition.
- i. Pavilion (per event):
 1. 1 to 100 people - \$100.00 rental fee with \$50.00 refundable deposit
 2. Over 100 people - \$200.00 rental fee with \$100.00 refundable deposit
 - ii. Volleyball Courts (cost per court):
 1. \$30.00 per time period
 - iii. Satellite Parks (all Township owned open space except for the 55 acre Township Park. Per event):
 1. 1 event - \$50.00 with \$25.00 refundable deposit

- iv. Baseball, Softball, Soccer Fields and Tennis Courts; excluding T-Ball (cost per field/court):
 - 1. 1 field - \$30.00
 - 2. Tennis Courts for approved Leagues - \$30.00 for 3 courts per time period

- v. Tennis Court Keys:
 - 1. Township Residents: - \$30.00 each
 - 2. Non Residents of Township: - \$50.00 each
 - 3. Replacement Key - \$6 each

10. **Copying of Township Records** - the cost for the copying of Township records pursuant to the “Right to Know Law” Act 3 of 2008, as amended, shall be as follows:

- a. Postage - the actual cost of mailing.
- b. Duplication - The fees are based upon the duplication of records maintained and duplicated in black & white on standard 8 ½ by 11 inch paper, 8 ½ x 14 inch paper or 11 x 17 inch paper. All larger records, including but not limited to plans, maps and similar documents are “over-size” records for purposes of the fee schedule.
 - i. Photocopy - \$0.25 per single sided copy
 - ii. Facsimile/Microfiche/Other Media – the Township’s cost to duplicate the record original media.
 - iii. Conversion of electronic media only records to paper – if a record is only maintained in electronic media the fee shall be the lesser of: \$ 0.25 per page (8½’ x 11’), or the Township’s cost to duplicate the record in the electronic media.
 - iv. Over-size Records (paper size is greater than 11” x 17”) photo copy - \$4.00 per sheet
 - v. Color documents – color documents that must be sent out for duplication shall be billed at the Township’s cost.
- c. Certification of a record – \$5.00 per certification.
- d. Use of own copier – A requester may utilize their own copier provided the device is self-powered, i.e., it may not be plugged into a Township power outlet. Any duplication by the requester must be done with a Township employee present.
- e. Direct access to the Township computer system is prohibited.
- f. No original records may be removed from the Township Building by a requester.

11. Code Books, Pamphlets and Zoning Maps

- a. Complete Code Book (includes subscription service for amendments for the balance of the calendar year) - \$110.00.
- b. Code Book Subscription Service - \$25.00 per year
- c. Zoning Pamphlet with Zoning Map - \$13.00
- d. Subdivision Pamphlet - \$7.00

12. Re-Sale and Re-Occupancy Inspections

- a. Residential - \$60.00
- b. Non-Residential Building – \$150.00

13. Contractor Registration

- a. \$25.00 - per year

14. Refuse charges pursuant to Section 194-8 of the Township Code

- a. Single Family Residential \$69.88 per quarter
- b. Multi-family Residential \$69.88 per quarter

15. Sewer Charges pursuant to Sections 188-3, 188-4 and 188-5 of the Township Code

Fixed Rate per unit

- a. Fixed rate \$26.56 per quarter
- b. Meter reading surcharge \$ 8.00 per quarter

Variable Rate

- a. Variable Rate \$0.768 per 100 gallons of water
- b. Variable Rate (East Whiteland) \$5.60 per 1,000 gallons of water

Permits/Inspections

- a. Sewer Laterals \$60.00 per lateral
- b. Water Meter/Measuring Device \$60.00 per meter/measuring device

16. Stormwater Management submissions pursuant to Ordinance 129-F-2013

- a. Regulated activities that meet the criteria for the Simplified Approach shall be charged an application and plan review fee of \$100.00.
- b. Regulated activities that do not meet the criteria for the Simplified Approach shall reimburse the Township for the actual cost of all engineering, inspections and materials tests, incurred in the review of the plans and calculations, and in the

inspection of the improvements during construction. These costs shall be billed at the Township Engineer's prevailing rate.

- c. Post Construction Maintenance inspections shall be billed at the Township Engineer's prevailing rate.
- d. The actual cost to record the stormwater agreement and plan.

17. **Solicitation Fees**

- a. License Fee - (Except for those listed in §169-6) \$10.00
- b. PA State Police Background Check Fee; (all applicants) \$10.00

18. **Wireless Telecommunications Carrier Fees**

- a. Annual Registration Fee – \$25.00 per location.
- b. Penalty for untimely filing of Annual Report - \$100.00 per location.

19. **Effective Date**

The fees outlined in this resolution shall be effective on October 22, 2014.

RESOLVED AND ADOPTED, this 21st day of October 2014.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Secretary

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**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
1580 PAOLI PIKE
September 30, 2014 – 5:00
Draft Minutes**

Present: Chairman Marty Shane, Vice-Chairman Senya D. Isayeff, and Supervisors Carmen Battavio, Chuck Proctor, and Janet Emanuel, and Township Manager, Rick Smith.

Call to Order & Pledge of Allegiance

Marty called the meeting to order at 5:00pm and asked Carmen to lead the Pledge of Allegiance.

Moment of Silence

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

New Business

Three possible contractors were interviewed for the task of updating the East Goshen Township Comprehensive Plan. Marty informed the Board that for fairness sake, the interviewees would all be asked the same questions first, the Board could then ask questions, and the interviewee would have a chance to make final comments.

Thomas J. Comitta, President, TCA Inc. was the first to interview. When asked how he viewed East Goshen today, and ten years from now, Tom was prepared with a substantial packet of different maps of East Goshen as examples of exactly what our Township looks like now, and how Tom would work to move us into the future. He explained the series of maps and suggested the use of an overlay technique for looking at the township.

He noted his ties to the township, including working on the 1992 Comp Plan, working in Chester County since 1973, and having family in the area.

He sees East Goshen as a stable, residential area with some business activity. He believes in using a broader brush, and zooming out to appportion intensity of land use in order for the Board to be able to more easily come to zoning and planning decisions. His planning philosophy is to “put the right eggs in the right basket.” The Township has different character zones and he would use these to help with future planning.

In order to build consensus, Tom likes to build trust and to educate all participants. He has been in this profession for 41 years. He related a story about a trust building activity that he often uses to begin comprehensive planning. He suggested a visual preference survey with slides in order to educate all participants. He sees the Task Force and the Board of Supervisors as shoulder to shoulder and seamless. He has a strategy in place

1 which begins with his work product and ends with the adoption of the Comprehensive
2 Plan.

3
4 Tom's vision of an ideal community depends upon zoning. The ideal community would
5 tread lightly on its green areas, create connections between developments, and find
6 business areas with the greatest propensity for graceful re-development.

7
8 Tom would not use the Brandywine Conservancy research or work product to create the
9 new document, rather, he would himself create an elegant, simplistic, Comprehensive
10 Plan. When looking through the Brandywine Conservancy research he did not find
11 graphic illustrations that gave meaning to the work product. His experience with land use
12 zoning and re-zoning tells him that we need more maps in our Comprehensive Plan,
13 including service area maps.

14
15 Tom believes that he can provide us with a Comprehensive Plan faster and cheaper than
16 other applicants because he has done it so many times. He is an expert in communications
17 and considers himself a "group psychiatrist."

18
19 Tom's timeline for completion of the Comprehensive Plan is 4-6 months. He can get a
20 proposal to us by 10/13/14.

21
22 Senya summed up Tom's proposal as a character based development plan. He would like
23 for the plan to be elegant, and simplistic. Marty was impressed with Tom's preparedness.
24 Marty asked how TCA works? Tom replied that he has nine, very qualified people that
25 work with him, but that he would be the lead person on the job. Also, given other
26 workload, he absolutely has time for work on our Comprehensive Plan.

27
28 **Ray H. Ott, Jr., AICP**, sees East Goshen as fully developed, so the challenge then is to
29 find out what residents need to keep them happy, rather than land zoning. He says that
30 parameters need to be in place to make sure new development complements and
31 improves upon the existing character.

32
33 Ray tries to look at how people live, what they value, and how we can add to that. He
34 says that the zoning component is too complicated and not as necessary in East Goshen.
35 He would write an outcome based type of plan.

36
37 When trying to gain a consensus, Ray would start with a neighborhood maps, then define
38 the neighborhoods and their preferences. He would conduct public workshops and
39 neighborhood meetings where citizens could bring up concerns. Ray assumes that the
40 Task Force and the Board of Supervisors are united in their work on the plan, and he
41 would use the adoption process to produce a new Comprehensive Plan. Previews with the
42 Supervisors will be important, as well as having Township Supervisors attend the Task
43 Force meetings.

44
45 Ray's ideal community is one that is livable, satisfied with development, and connected
46 by trails. Trails are important to East Goshen because they provide connectivity. Now, he

1 says that the Township building functions as a mixed facility. Also, because the
2 Township is built-out, we don't have to worry too much about land use. Now we can plan
3 to improve communities. When faced with challenges during this process, Ray will first
4 identify the challenge, and hold public workshops to help determine the best practice.
5

6 Ray's vision for our corporate and business areas involves re-inventing retail centers. He
7 would change zoning for re-development and rather than buffering these areas he would
8 work to make them more attractive. He would also be interested in integrating zones to
9 make neighborhoods work better together.
10

11 Ray noted that the Brandywine Conservancy research provides an inventory background,
12 but that we don't need such a detailed study. Marty asked what did make an effective
13 Comprehensive Plan and Ray responded that a Comprehensive Plan helps to illustrate
14 what the Township wants to do.
15

16 Ray is comfortable with creating a website and using email to communicate with
17 residents. He said he could make a facebook page if necessary.
18

19 Ray estimates it would take him one year to have the Comprehensive Plan ready for
20 Board approval – ten months to put together the product and two months for the adoption
21 process. He could get a proposal to us in one week.
22

23 Ray asked what the Board's motivation was for doing the plan, and Marty responded that
24 it is required, but that we also want a completely new plan; one that shows where we
25 want to be in ten to fifteen years and how we are going to get there.
26

27 When asked how he would use the Brandywine Conservancy research Ray said that we
28 do not need to re-invent, but that they need to be more concise. He also says we need
29 more maps because people can relate to them. We have the background information, we
30 can take that and reduce it.
31

32 Chuck noted that we have a "golden triangle" of Rt. 352, Boot Rd., and Paoli Pike. He
33 noted that some of our retail uses are languishing and asked how we can enhance these
34 uses. Ray responded that we could concentrate on this issue during the Comprehensive
35 Plan talks, including more flexible zoning ordinances, and becoming a more walkable
36 community. He would also like to look at any opportunities we do have for development.
37

38 In short, Ray says he is local, good at working with people, and knows how to get right to
39 the issue. He has experience and knows we are a development-based community.
40

41 **Robert Smiley, Planning Consultant**, sees East Goshen as a vibrant residential area with
42 two main corridors of commercial use. He sees that we have only a few parcels left to
43 develop that we could enhance with the Comprehensive Plan. In the next ten to fifteen
44 years he would like to reinforce residential areas, and continue to build connectivity. He
45 can see us enhancing, or fine-tuning our commercial areas.
46

1 Robert's planning philosophy is to work with the community to find their goals and
2 desires, develop a game plan, than incorporate mandatory policies. He would, at the first
3 meeting, schedule monthly meetings, than get info from research and the township
4 residents. He would move from short-term goals and objectives to long-term strategies.
5 He would draft a plan, send it to the Board of Supervisors, meet, and discuss. He would
6 also periodically have benchmark dates to meet with specific ABCs.

7
8 In order to build consensus, Robert believes quality of product is important. He would
9 schedule meetings and send out questionnaires to get input from residents.

10
11 Robert's vision of an ideal suburban community is one with a mixture of suburban,
12 residential, and business centers. The community also provides facilities such as parks
13 and recreation, and good schools. In order to align East Goshen with this ideal, Robert
14 says we can offer, or upgrade services. We can find out what we can do that residents are
15 looking for. He sees no need for too much zoning work.

16
17 Robert has not seen the Brandywine Conservancy research, but moving forward he would
18 study and streamline this work product. He does not like to be verbose. He always strives
19 to be moving toward an action plan. He is a goals-objectives-strategy planner.

20
21 Marty asked Robert was his action plan would be. Robert replied that each item would
22 have a short and long-term goal, and a user-friendly action plan. He would prioritize
23 items early on and always be looking for feasible projects.

24
25 Senya noted that the 2005 Action Plan is 4-8 pages in front, then each plan item has a
26 chapter. Robert said he did something like this in Uwchlan Township and that East
27 Goshen and Uwchlan are similar.

28
29 In order to foster communication, Robert would look for lists of Homeowners
30 Associations or other organizations to disseminate information. He would take surveys
31 and hold public meetings.

32
33 Robert expects that the Task Force will meet to receive, review, and comment on drafts
34 of the plan. The Board of Supervisors will be sent these drafts, and Robert will hold
35 interim meetings with the Board

36
37 Robert will be able to have a Comprehensive Plan ready in 6-9 months for Board
38 approval. It will take him 1-2 weeks to provide a proposal.

39
40 Robert's greatest focus will be on three parts: land use, circulation (car, bike, walk), and
41 economic development. In the next 10-15 years he would like to enhance these three
42 things. He is interested in connecting trails throughout the county and finding a
43 community center. He mentioned the Fire Department's property on Rt. 3 and suggested
44 possible in-filling opportunities there.

1 Senya asked Robert what he includes in the phrase “economic development.” Robert
2 replied that looking at how we can upgrade or expand our industrial areas is one way to
3 look for economic development.
4

5 Robert sees that we have a good labor force. By this he means that we have a diversity of
6 socioeconomic and educational specialties and that diversity allows for diversity in the
7 labor force. He goes on to imply that a good work force allows for a good tax base.
8

9 In closing, Robert has many years of experience working with similar communities. He
10 has a broad perspective, coming from the public and private sector workforce. Robert
11 does the whole job himself, with no help, from proposal to finished product.
12

13 **Discussion**

14
15 Senya noted that all three candidates thought our document was too long. They were
16 looking for a simple, interactive product. He thought Tom had the greatest passion. Janet
17 said that Tom’s format doesn’t provide what the board is asking for. Rick added that we
18 want a goals-objectives-action plan format. Janet said that Robert follows our format, but
19 is too wordy. Marty stated that Tom was the most prepared of all the candidates. He has a
20 process in place, but Bob will use what we have and make it shorter. He adds that both
21 can build consensus, but it comes down to the product that we want. Chuck adds that Bob
22 does not have a staff, and Tom has a large, well-qualified staff. Janet said that Tom says
23 his work is short and sweet, but his example is long. Carmen responded that we can
24 dictate length, but that Tom is the best consensus builder and he can create a product of
25 pride. Senya added that Tom has the most passion, he was the most prepared for the
26 interview, he likes Tom’s manner of getting community input, he is a hard worker, and he
27 can do more research than the others. Marty brought up the subject of the format of the
28 plan that we want. Tom’s example did not look like the work product we are looking for.
29 Chuck responded that Tom would be amenable to change to a goals-objectives-strategies
30 format. Carmen added that we need to be very specific with what we want up front. In
31 order to confirm this, the Board made a quick conference call to Tom. The Board asked if
32 he could provide a product with the goals-objectives-strategies format. Tom responded
33 that he could do this, but would add pictures, google earth views, and maps to the
34 product. Tom agreed to meet with the Board on Tuesday, October 7 at 5:30 with mock-
35 ups.
36

37 **Any Other Item**

38 Rick asked the Board to adopt a resolution to make October 3rd MARS Drinks Day.
39 Marty moved to adopt the resolution. Carmen seconded the motion. The Board voted
40 unanimously to adopt the motion.
41

42 **Adjournment**

43 There being no further business, the Board adjourned at 8:45.
44

45 Pam Pastorino
46 Recording Secretary

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**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
1580 PAOLI PIKE
October 7th, 2014--5:30pm
Draft Minutes**

Present: Chairman Marty Shane, Vice-Chairman Senya D. Isayeff, and Supervisors Carmen Battavio, Chuck Proctor, and Janet Emanuel, and Township Manager, Rick Smith. Also present when the meeting re-adjourned at 7:00pm were CFO Jon Altshul and ABC member Erich Meyer (Conservancy Board).

Meeting with Thomas J. Comitta, TCA

Tom began by informing the Board that he had several overarching questions about the East Goshen Township Comprehensive Plan.

In order to not get overpowered by the Chester County Planning Commission, Tom would like Rick to go with him to the meeting with the County. Rick agreed to accompany Tom to the meeting. Marty does not expect any problems. Carmen noted that it would be prudent for Rick to go to the first meeting in case Tom is asked about past work on the Comp Plan.

Tom informed the Board that he had read the entire 2005 Comp Plan, and showed the Board an example of what he envisions our 2015 Comp Plan to look like. He told the Board that adding graphics can help the reader to fully understand the scope of the statements being made. The Comp Plan would have the text--the goals, objectives, and strategies on the left side, and graphics illustrating the ideas on the right. He notes that this is just a possibility, and he is open to any parameters the Board may want to put on the Comp Plan presentation.

Tom said that much of the information in the 2005 plan is good information. He could use the 2005 Comp Plan to keep what is crucial, scratch what is unnecessary, and add any new agenda items for the Township. He would also take what is best from any work done in the last eighteen months.

Marty informed Tom that the new Comp Plan can be new and different and that he should not feel constrained by the format of the 2005 Comp Plan. He added that he likes the idea of centering the plan around goals, objectives, and strategies. Tom will take that into account, and merge the Board's vision with his own.

The Board agreed with the concept of adding graphics to the new Comp Plan. Tom and Rick will meet with the Chester County Planning Commission to develop the scope of work. Tom will then prepare a proposal for the Board to consider.

Tom's next concern was the budget for the project. He wanted to know the scope of the finances in order to determine the scope of his project. Senya liked Tom's idea of

1 capturing the essence of the Plan and leaving out the minute details. Tom's first thought
2 was whether he could complete the plan at no cost to the Township by obtaining grants.
3 He could also have two meetings, one with the residents and one with leaders in the
4 business community and ask if they were willing to contribute. Marty thought it was not a
5 good idea, because the Township is not asking the business community to raise money.
6 Carmen agreed that certain foundations could offset some of the county responsibility
7 with grants. Marty added that the County was prepared to reimburse us at a 60/40 ratio.
8 Rick added that the County was being very generous, and the Board agreed.

9
10 Tom asked the Board about the purpose of the Comp Plan. Marty answered that it would
11 enable the ABCs to know what they should be focused on. The ABCs would focus on
12 what they could do to implement the Comp Plan.

13
14 Tom suggested that he come up with six to eight of the most important items to
15 concentrate on; for example, a Town Center or the revitalization of Paoli Pike. Senya
16 added that many things are completed in the 2005 Comp Plan, and since we are built out,
17 there is little left to do. He reminded Tom of the Township's basic concerns—to serve,
18 preserve, and protect our community. Tom brought out a map that shows possible areas
19 for re-development and suggested that we concentrate effort on these areas. Marty asked
20 the Board if they thought we could think about building higher on West Chester Pike, and
21 the Board agreed. Senya added that there is some possibility of re-building in the
22 Hershey's Mill area. Marty brought up the work on the County-wide trail system and that
23 we are trying to be one of the first to build our trails by working on the Paoli Pike
24 corridor.

25
26 Rick told Tom that we need a proposal and suggested that Tom submit a proposal at the
27 10/14 BOS meeting and that the Board could pursue an amendment at the 10/21 BOS
28 meeting. Rick suggested that the Supervisors put a copy of the Comp Plan in their
29 notebooks, so that they could easily refer to it when making decisions. Janet noted that
30 we can accept the proposal, make the amendment, and any changes that come up could
31 be further amended.

32
33 The Board adjourned at 6:20 to meet in executive session to interview two candidates for
34 the Conservancy Board.

35 36 **Call to Order & Pledge of Allegiance**

37 Marty called the meeting to order at 7:00pm and asked *resident Mike Rook* to lead the
38 Pledge of Allegiance.

39 40 **Moment of Silence**

41 Carmen called for a moment of silence to honor the troops and all those in uniform.

42 43 **Recording of Meeting**

44 No one indicated they would be recording the meeting.

45 46 **Chairman's Report**

1 The Board met in Executive Session from 6:20 to 7:00 for ABC interviews.

2
3 Marty asked if everyone knew about the new 35 mph speed limit from Line Rd. to Rt.
4 352. He announced that PennDot has more recently authorized the Board to lower the
5 speed limit to 35 mph from Rt. 352 to Airport Road as well, making the speed limit 35
6 mph for all of Paoli Pike in East Goshen.

7
8 Marty announced that on October 11-12, an air show will be held at the Brandywine
9 Airport. A segment of the air show will involve re-enactors firing blanks, using smoke
10 grenades, flash bangs, etc. The organizer of the event, David Schultz, has been notifying
11 law enforcement agencies in and around the impacted area and wanted WEGO to know
12 in case there were calls from concerned citizens. The air show will run all day but re-
13 enactments should occur primarily between 3:00 and 3:30.

14
15 The Board acknowledged a gift of a pen and ink sketch of the Blacksmith Shop from
16 Gale and Paul Stimmler to the Friends of East Goshen.

17
18 **Consider Alexander's Stormwater Matter**

19 Marty received a report from Nathan Cline, Township Engineer, that showed 55 acres of
20 land drain into Dave and Gwenne Alexanders' property at 1408 Grand Oak Lane. The
21 report showed that installing extra inlets and installing curbing along the Aqua driveway
22 would help the Alexanders with smaller storms, but not with larger storms. Rick said that
23 Nate questioned whether or not these changes would affect *resident Mike Rook's, 711*
24 *Red Maple Dr.*, property negatively. Upon investigation, Pennoni decided that the inlets
25 and curbing would not negatively affect Mr. Rook's property. Mr. Rook has no problem
26 with the inlets, but he expressed concern that building up curbing will create a dam which
27 will spill onto his property and eventually flood his basement. Carmen wanted to be sure
28 that, during normal events, by making these changes to help the Alexanders' stormwater
29 issue, we did not create a new problem at Mr. Rook's property. Rick suggested that we
30 could add the inlets, but not build up the curbing, and see if this helps. Senya noted that
31 by going one step at a time, it might take longer to mitigate the stormwater issue and the
32 Alexanders said they understood.

33
34 *Resident Gwenne Alexander, 1408 Grand Oak Lane*, explained that they had a dry
35 backyard for 30 years and it seemed that when Aqua took down trees, the stormwater
36 issue began. She would like the Board to ask Aqua if it could plant trees and shrubs
37 again, as they help to soak up water. Senya asked Mrs. Alexander how many trees had
38 been removed, and she replied about 8. He thinks it is a good idea for the Board to ask
39 Aqua if they could re-plant trees and shrubs in that area. Mr. Rook agreed with Mrs.
40 Alexander, that when Aqua cut down the trees the stormwater issue was exacerbated.

41
42 Marty explained that in the larger storms, the 50- to 100-year storms, stormwater will still
43 be an issue, but that these are rare storms. He suggested that Pennoni go ahead with the
44 plan to install the additional inlets, but not install curbing, so as to let more water drain,
45 but not to build a dam.

1 Senya made a motion to install an addition inlet adjacent to the existing inlet located
2 south of the Aqua driveway on Red Maple Drive, and install an additional inlet adjacent
3 to the inlet located in the rear of 708 Red Maple Drive, but not install topsoil and/or an
4 asphalt curb along the existing gutter curb at and north of the existing Aqua driveway.
5 The Board will ask Aqua to plant trees and shrubs, and the Township Engineer will shoot
6 Mr. Rook's property in terms of the street to determine the difference in elevation.

7
8 Chuck seconded the motion.

9
10 The Board voted to approve the motion unanimously.

11
12 **Consider Wind Generated Energy Systems/Windmills Ordinance**

13 Currently, the Zoning Ordinance permits Wind Energy Generation Systems as accessory
14 uses in the:

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

18
19 Rick noted that the Planning Commission had recommended that the Township allow
20 wind energy systems in all districts, as an accessory use. He referenced a sketch of the
21 size standards the wind energy systems must comply with, for safety reasons.

22
23 Janet does not agree with allowing wind energy systems in all districts. She says that they
24 are noisy, and would detract from the aesthetics of residential areas. Rick replied that the
25 noise ordinance would apply. Senya added that windmills would not generally work
26 when built at a safe size. Mr. Rook added that he has experienced windmills and that they
27 are loud and unsightly. Marty suggested we check with other townships and see what
28 they are doing about wind generated energy systems. Carmen agreed with Janet, that
29 windmills should not be in residential areas until the technology is better developed. The
30 windmills would have to be built at least higher than any trees in order to catch the wind
31 in any appreciable manner. Janet added that we can amend the Ordinance in 5-10 years if
32 the technology gets better. Senya commented that using wind generated energy systems
33 helps to free us from dependence on oil producers. Rick took away that the Board does
34 not agree with the recommendation to allow wind energy systems in all districts.

35
36
37 **Consider Next Step in Hershey Mill Dam Project**

38 Marty gave a short summary of the Hershey Mill Dam Project, and presented Rick's
39 estimate from EB Walsh for the work to be funded by the Friends of the Hershey Mill
40 Dam. To rehabilitate the dam without dredging would cost \$284,570, and to rehabilitate
41 and dredge the dam would cost \$342,120. He also noted that the Township has spent
42 \$126,000 so far which should be figured into the cost. These funds would need to be
43 raised by the end of 2015.

44
45 *Neil DeReimer, representative of the Friends of the Hershey's Mill Dam* thinks these
46 numbers are unreasonably high. He questioned the inspection fee. Rick replied that

1 inspection costs typically run 10% of the construction cost and that EB Walsh must
2 inspect the construction, since they have to sign off on the improvements.

3
4 Marty noted that EB Walsh must begin construction by June 30, 2016 due to a Federal
5 permit deadline. Mr. DeReimer questioned whether he could raise \$400,000 or more in
6 14 months. Senya suggested that if we give the Friends a number, the Township must be
7 prepared to pay the difference if the actual cost exceeds the projected cost. If the Friends
8 raise more money than the actual cost, they would keep the remainder. Rick reiterated
9 that we do not know the final actual cost until the project is complete.

10
11 Mr. DeReimer stated that he would have to go back to the rest of the Friends of the Dam
12 Committee with the higher cost estimates to determine if it is possible to raise this much
13 money in a shorter timeline. He will come to the next Board meeting to discuss the matter
14 further.

15
16 **Consider Bid Results for Milling Machine Rental Bid**

17 Rick opened bids on September 24, 2014 for renting a milling machine. Many bid
18 packages were sent out, and one was received from CC & T, Inc for \$15,000 for a ten day
19 rental. We need the milling machine to mill two neighborhoods prior to re-paving.

20
21 Carmen made a motion to accept the bid from CC&T to rent the milling machine for ten
22 days at a cost of \$15,000. Janet seconded the motion. The Board voted to approve the
23 motion unanimously.

24
25 **Authorize Chairman to Execute Stormwater Agreement for 953 Cornwallis Drive**

26 Senya made a motion to authorize the Chairman to execute the stormwater agreement for
27 953 Cornwallis Dr. Janet seconded the motion. There was no further discussion and the
28 Board voted unanimously to approve the motion.

29
30 **Consider Goshen Meadows Escrow Release #2**

31 Carmen made a motion to release \$427,167.14 from escrow for Goshen Meadows for the
32 following portions: Site prep, erosion controls, earthwork, storm sewers, stormwater
33 basins, sanitary sewers, water line, parking lot construction and miscellaneous. Senya
34 seconded the motion. The Board voted to approve the motion unanimously.

35
36 **Any Other Matter**

37 Jon reminded the Board that we have a special meeting on 10/14 to discuss the budget.

38
39 Carmen moved that we appoint John Scheidt, 1309 Amstel Way, and Patty Brown, 1719
40 Hibberd Lane, to the Conservancy Board. Chuck seconded the motion. The Board voted
41 unanimously to approve the motion.

42
43 Senya informed the Board that the Brandywine Conservancy is asking townships to write
44 a letter to their House Representative opposing House Bill 1565. Rick said they are
45 adding a section to the law, and Senya explained that, in his opinion, the bill would take
46 away protections for riparian buffers.

1
2 Senya made a motion to oppose House Bill 1565, and to send a letter to Senator Pileggi
3 stating our opposition, much like the form letter he read to the Board. Carmen seconded
4 the motion. The Board voted to approve the motion unanimously.

5
6 Rick stated that the Board has received a preliminary budget for WEGO, and that the
7 Township Managers and Police Finance Group is reviewing it.

8 Chuck said the proposed budget was developed with an 8-hour schedule in mind. Kathy
9 Brill developed a budget with a 12-hour schedule and found very little difference in total
10 expenditure next year. However, concern was raised that the cost of a 12-hour schedule
11 would rise sharply in out-years as the new full-time officers needed for 12-hour shifts
12 progressed up the salary

13
14 *Resident Virginia Newlin, Devon Ln,* announced that there will be another poetry reading
15 on Thursday, October 23, from 5:00 to 6:30.

16 17 **Review of Minutes and Corrected**

18 The Board reviewed the draft minutes of September 2. The minutes stand approved as
19 corrected.

20
21 The Board reviewed the draft minutes of September 16. The minutes stand approved as
22 corrected.

23 24 **Treasurer's Report**

25 *See attached Treasurer's Report.* The Board reviewed the Treasurer's Report and the
26 current invoices. Carmen moved to graciously accept the Treasurer's Report and the
27 Expenditure Register Report as recommended by the Treasurer, to accept the receipts and
28 to authorize payment of the invoices just reviewed. Senya seconded the motion. There
29 was no further discussion and no public comment. The Board voted unanimously to
30 approve the motion.

31 32 **Review Action List**

33 34 **Comprehensive Plan**

35 The Board is working with CCPC and Tom Comitta to revise the scope of work for the
36 Vision Partnership Program.

37 38 **Open Space Plan**

39 The staff is reviewing the draft plan.

40 41 **Hershey's Mill Dam**

42 Rick obtained cost estimates. The matter was discussed this evening in greater detail.

43 44 **Correspondence, Reports of Interest**

45 The Board acknowledged the receipt of the quarterly Right-To-Know Report.

1 **Adjournment**
2 There being no further business, the regular meeting was adjourned at 8:30.
3
4 **Executive Session**
5 The Board met in executive session from 8:30-9:15 to discuss a legal matter.
6
7
8 Pam Pastorino
9 Recording Secretary
10 *Attachments: Treasurer's Report*
11

October 2, 2014

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

GENERAL FUND

Real Estate Tax	\$3,268.46
Earned Income Tax	\$32,100.00
Local Service Tax	\$0.00
Transfer Tax	\$59,535.49
General Fund Interest Earned	\$636.74
Total Other Revenue	\$399,297.76
Total Receipts:	\$494,838.45

Accounts Payable	\$370,297.43
Electronic Pmts:	
Health Insurance	\$41,912.46
Credit Card	\$970.75
Postage	\$0.00
Debt Service	\$0.00
Payroll	\$137,148.22
Total Expenditures:	\$550,328.86

STATE LIQUID FUELS FUND

Receipts	\$0.00
Interest Earned	\$52.35
Total State Liquid Fuels:	\$52.35

Expenditures:	\$0.00
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SINKING FUND

Interest Earned	\$402.49
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Expenditures:	\$13,603.39
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TRANSPORTATION FUND

Interest Earned	\$189.92
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Expenditures:	\$0.00
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SEWER OPERATING FUND

Receipts	\$102,593.95
Interest Earned	\$60.78
Total Sewer:	\$102,654.73

Accounts Payable	\$131,644.30
Debt Service	\$0.00
Credit Card	\$0.00
Total Expenditures:	\$131,644.30

REFUSE FUND

Receipts	\$30,727.01
Interest Earned	\$22.64
Total Refuse:	\$30,749.65

Expenditures	\$35,896.09
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SEWER SINKING FUND

Interest Earned	\$211.16
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Expenditures	\$0.00
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OPERATING RESERVE FUND

Receipts	\$123.41
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Expenditures	\$0.00
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Events Fund

Receipts	\$0.55
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Expenditures	\$0.00
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1

October 17, 2014

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

GENERAL FUND

Real Estate Tax	\$871.85
Earned Income Tax	\$96,388.51
Local Service Tax	\$908.55
Transfer Tax	\$43,998.57
General Fund Interest Earned	\$0.00
Total Other Revenue	\$569,378.22
Total Receipts:	\$711,545.70

Accounts Payable	\$613,667.00
<u>Electronic Pmts:</u>	
Health Insurance	\$42,748.08
Credit Card	\$0.00
Postage	\$0.00
Debt Service	\$198,494.05
Payroll	\$105,468.78
Total Expenditures:	\$960,377.91

STATE LIQUID FUELS FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total State Liquid Fuels:	\$0.00

Expenditures:	\$0.00
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SINKING FUND

Interest Earned	\$0.00
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Expenditures:	\$72,652.38
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TRANSPORTATION FUND

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

Receipts	\$99,273.93
Interest Earned	\$0.00
Total Sewer:	\$99,273.93

Accounts Payable	\$46,266.30
Debt Service	\$112,720.07
Credit Card	\$0.00
Total Expenditures:	\$158,986.37

REFUSE FUND

Receipts	\$30,671.97
Interest Earned	\$0.00
Total Refuse:	\$30,671.97

Expenditures	\$56,589.28
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SEWER SINKING FUND

Interest Earned	\$0.00
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Expenditures	\$0.00
--------------	---------------

OPERATING RESERVE FUND

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

Events Fund

Receipts	\$0.00
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Expenditures	\$0.00
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**EAST GOSHEN TOWNSHIP
MEMORANDUM**

TO: BOARD OF SUPERVISORS
FROM: BRIAN MCCOOL
SUBJECT: PROPOSED PAYMENTS OF BILLS
DATE: 10-16-14

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

Please note that there were two principal payments made for debt service; \$182,000 (General Fund) for Applebrook Park and \$79,000 (Sewer Fund) for Municipal Authority Sewer Operations.

General Fund expenses and revenues reflect a number of large pass throughs, including state pension aid for the firefighters and non-uniformed staff, as well as the annual volunteer fire relief payment from the state, which is remitted to the Fire Company.

General Fund expenses also include \$80,482 for road resurfacing and the annual Township contributions to the Visiting Nurses and the Malvern Library. General Fund revenue includes \$223,473 for reimbursement from Goshen Fire Company and \$9,665 was received from the state for public utility taxes.

Sinking Fund expenses include a payment for the geothermal system in the amount of \$44,593. Also included in the sinking fund is \$21,418 for the resurfacing of the Township Building parking lot.

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



**REGULAR
INVOICE SUMMARY**

EAST GOSHEN TOWNSHIP
EAST GOSHEN TWP
1580 PAOLI PIKE
West Chester, PA 19380

BILL ACCOUNT NUMBER: 1500030002	INVOICE NUMBER: 141010113244
BILL ACCOUNT NAME: EAST GOSHEN TOWNSHIP	INVOICE MONTH(S): November 2014
CLIENT NUMBER: 150003	PREPARED DATE: 10/10/2014
CLIENT NAME: EAST GOSHEN TOWNSHIP	PAYMENT DUE DATE: 11/3/2014

PRIOR BILLING INFORMATION

Last Bill Amount	\$12,535.59	
Payments Received Through 10/09/2014	(\$12,535.59)	

BALANCE FORWARD **\$0.00**

CURRENT CHARGES

<u>Premium Summary</u>	\$12,535.59
<u>Member Rate Detail</u>	

TOTAL CURRENT CHARGES **\$12,535.59**

TOTAL DUE **\$12,535.59**

[Click Here for Paper Payment](#)

Please be advised of new options for submitting insurance premium payments. You can submit your payment using the attached payment coupon from this invoice, or call 1-877-347-3151 to have our representative process an Automated Clearing House (ACH) payment by phone. ACH payment via e-bill is temporarily unavailable, however, full functionality will be available on the 1st day of the month that your insurance is effective, as noted on your invoice.

[close this window](#)



**REGULAR
INVOICE SUMMARY**

EAST GOSHEN TOWNSHIP
EAST GOSHEN TWP
1580 PAOLI PIKE
West Chester, PA 19380

BILL ACCOUNT NUMBER: 1500030001	INVOICE NUMBER: 141010134645
BILL ACCOUNT NAME: EAST GOSHEN TOWNSHIP	INVOICE MONTH(S): November 2014
CLIENT NUMBER: 150003	PREPARED DATE: 10/10/2014
CLIENT NAME: EAST GOSHEN TOWNSHIP	PAYMENT DUE DATE: 11/3/2014

PRIOR BILLING INFORMATION

Last Bill Amount	\$12,061.55
Payments Received Through 10/09/2014	(\$12,061.55)

BALANCE FORWARD **\$0.00**

CURRENT CHARGES

<u>Premium Summary</u>	\$12,061.55
<u>Member Activity</u> Processed Through 10/09/2014	\$835.62
<u>Member Rate Detail</u>	

TOTAL CURRENT CHARGES **\$12,897.17**

TOTAL DUE **\$12,897.17**

[Click Here for Paper Payment](#)

Please be advised of new options for submitting insurance premium payments. You can submit your payment using the attached payment coupon from this invoice, or call 1-877-347-3151 to have our representative process an Automated Clearing House (ACH) payment by phone. ACH payment via e-bill is temporarily unavailable, however, full functionality will be available on the 1st day of the month that your insurance is effective, as noted on your invoice.

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**REGULAR
INVOICE SUMMARY**

EAST GOSHEN TOWNSHIP
 EAST GOSHEN TWP
 1580 PAOLI PIKE
 West Chester, PA 19380

BILL ACCOUNT NUMBER: 1500030003	INVOICE NUMBER: 141010113251
BILL ACCOUNT NAME: EAST GOSHEN TOWNSHIP	INVOICE MONTH(S): November 2014
CLIENT NUMBER: 150003	PREPARED DATE: 10/10/2014
CLIENT NAME: EAST GOSHEN TOWNSHIP	PAYMENT DUE DATE: 11/3/2014

PRIOR BILLING INFORMATION

Last Bill Amount	\$17,315.32	
Payments Received Through 10/09/2014	(\$17,315.32)	

BALANCE FORWARD **\$0.00**

CURRENT CHARGES

<u>Premium Summary</u>	\$17,315.32
<u>Member Rate Detail</u>	

TOTAL CURRENT CHARGES **\$17,315.32**

TOTAL DUE **\$17,315.32**

[Click Here for Paper Payment](#)

Please be advised of new options for submitting insurance premium payments. You can submit your payment using the attached payment coupon from this invoice, or call 1-877-347-3151 to have our representative process an Automated Clearing House (ACH) payment by phone. ACH payment via e-bill is temporarily unavailable, however, full functionality will be available on the 1st day of the month that your insurance is effective, as noted on your invoice.

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EAST GOSHEN TOWNSHIP
MONTHLY DEBT PAYMENT BREAKDOWN
October 27, 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	\$182,000	Applebrook Park	\$3,000,000	\$1,071,000	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	\$79,000	Sewer Operations Munic Authority	\$1,128,000	\$365,000	2018
\$26,030.40	\$0	RCSTP Expansion	\$9,500,000	\$7,888,000	2032
\$6,120.87	\$0	Diversion Projects	\$2,500,000	\$2,409,000	2033

Report Date 10/06/14

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MARP05 run by BARBARA 2 : 15 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
558	41485	1	01411 5250	GOSHEN VOL FIREMAN'S RELIEF ASSOCIATION VOL.FIRE RELIEF ASSOC.- EXPENSE PA TREASURY CONTRIBUTION 2014	100614	10/06/14	10/06/14	10/06/14	7769	176,054.17
										176,054.17
1229	41486	1	01483 5320	SCHWAB & CO. INC., CHARLES FF PENSION - EXPENSE 2014 STATE AID CONTRIB.FIREFIGHTERS	100614	10/06/14	10/06/14	10/06/14	7770	77,095.01
										77,095.01
2878	41488	1	01483 5315	TD AMERITRADE FBO 913-022866 PENSION - DC NON-UNIFORM E.GOSHEN NON-UNIF.DC PLAN STATE AID 2014 CONTRIBUTION	100614	10/06/14	10/06/14	10/06/14	7772	80,700.00
										80,700.00
2727	41487	1	01410 5250	WESTTOWN EAST GOSHEN POLICE PENSION PLAN WEGO POLICE PENSION PLAN EXPENSE 2014 PA TREASURY CONTRIBUTION	100614	10/06/14	10/06/14	10/06/14	7771	109,872.58
										109,872.58
										443,721.76
4 Printed, totalling										443,721.76

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	443,721.76	GENERAL FUND
		443,721.76	

PERIOD SUMMARY

Period	Amount
1410	443,721.76
	443,721.76

Report Date 10/13/14

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MARP05 run by BARBARA 3 : 45 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
6	41497	1	01409 3740	ABC PAPER & CHEMICAL INC TWP. BLDG. - MAINT & REPAIRS VACUUM BAGS	055751	10/10/14		10/10/14		34.90
										34.90
68	41500	1	01401 3120	AMS APPLIED MICRO SYSTEMS LTD. CONSULTING SERVICES SEPTEMBER 2014	59985	10/10/14		10/10/14		1,034.50
	41500	2	01414 5001	ZONING IT CONSULTING SEPTEMBER 2014 GEO PLAN	59985	10/10/14		10/10/14		26.00
										1,060.50
1657	AQUA PA									
	41501	1	01411 3630	HYDRANT & WATER SERVICE 000309987 0309987 8/29-9/30/14 HY6	100114 HY6	10/10/14		10/10/14		137.52
	41502	1	01411 3630	HYDRANT & WATER SERVICE 000348603 0348603 6/30-9/30/14 HM34	100114 HM34	10/10/14		10/10/14		2,575.50
	41503	1	01411 3630	HYDRANT & WATER SERVICE 000310033 0706109 6/30-9/30/14 HY13	100114 HY13	10/10/14		10/10/14		858.00
	41504	1	01411 3630	HYDRANT & WATER SERVICE 000310033 0310033 8/29-9/30/14 186	100114 279	10/10/14		10/10/14		4,696.50
	41504	2	01411 3631	HYDRANTS - RECHARGE EXPENSE 000310033 0310033 8/29-9/30/14 93	100114 279	10/10/14		10/10/14		2,348.25
										10,615.77
2074	ASPHALT CARE EQUIPMENT AND SUPPLIES									
	41505	1	01438 3840	EQUIPMENT RENTAL 4"SCRAPER HEAD & STRIPING WAND	49828	10/10/14		10/10/14		84.05
										84.05
82	ASSOCIATED TRUCK PARTS									
	41506	1	01430 2330	VEHICLE MAINT AND REPAIR STARTER	915896	10/10/14		10/10/14		298.65
										298.65
102	B&D COMPUTER SOLUTIONS									
	41507	1	01401 3120	CONSULTING SERVICES SEPTEMBER 2014	00002924	10/13/14		10/13/14		1,600.00
										1,600.00

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MARP05 run by BARBARA 3 : 45 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
719	41519	1	01437 2460	KEEN COMPRESSED GAS COMPANY GENERAL EXPENSE - SHOP VARIOUS CYLINDER RENTALS	83015872	10/13/14		10/13/14		53.70
										53.70
2442	41520	1	01430 2330	KENT AUTOMOTIVE VEHICLE MAINT AND REPAIR HEAVY DUTY BATTERY	9302753517	10/13/14		10/13/14		344.17
										344.17
2062	41521	1	01437 2460	LANCASTER FARMING GENERAL EXPENSE - SHOP 2 YEAR SUBSCRIPTION RENEWAL	093014	10/13/14		10/13/14		43.00
	41521	2	01454 3740	EQUIPMENT MAINT. & REPAIR 2 YEAR SUBSCRIPTION RENEWAL	093014	10/13/14		10/13/14		43.00
										86.00
3386	41522	1	01430 2330	LANCO LIFT LLC VEHICLE MAINT AND REPAIR FUEL SOLENOID, KIT SEAL & LABOR	2279	10/13/14		10/13/14		1,368.32
										1,368.32
800	41523	1	01438 3845	MACANGA INC. EQUIP. RENTAL -RESURFAC. PAVERS, ROLLERS, TRUCKS & LABOR 9/23	092514	10/13/14		10/13/14		9,440.00
	41523	2	01438 3845	EQUIP. RENTAL -RESURFAC. PAVERS, ROLLERS, TRUCKS & LABOR 9/24	092514	10/13/14		10/13/14		8,840.00
	41523	3	01438 3845	EQUIP. RENTAL -RESURFAC. TACK COAT	092514	10/13/14		10/13/14		1,850.80
										20,130.80
816	41524	1	01456 5000	MALVERN LIBRARY CONTRIB.-MALVERN LIBRARY ANNUAL CONTRIBUTION TO LIBRARY	091514	10/13/14		10/13/14		18,000.00
										18,000.00
2245	41525	1	01409 3745	MARCO INC. PW BUILDING - MAINT REPAIRS SPRINKLER SYSTEM REPAIR - PW	113589	10/13/14		10/13/14		535.45
										535.45

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MARP05 run by BARBARA 3 : 45 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2993				MAST FARMS						
	41526	1	01452 3040	PUMPKIN FESTIVAL	5461	10/13/14		10/13/14		2,300.00
				PUMPKINS FOR HARVEST FESTIVAL						
										2,300.00
2693				MULCH & MORE						
	41527	1	01454 3724	TOT LOT	40596	10/13/14		10/13/14		600.00
				20 CUB.YDS PLAYGROUND MULCH						
										600.00
1641				NAPA AUTO PARTS						
	41528	1	01430 2330	VEHICLE MAINT AND REPAIR	2-603337	10/13/14		10/13/14		147.88
				2 BATTERIES						
	41529	1	01430 2330	VEHICLE MAINT AND REPAIR	2-603350	10/13/14		10/13/14		-134.03
				RETURN - OIL FILTER & HYDRAULICS						
	41530	1	01430 2330	VEHICLE MAINT AND REPAIR	2-603353	10/13/14		10/13/14		-15.00
				BATTERY CORE RETURN						
	41531	1	01430 2330	VEHICLE MAINT AND REPAIR	2-602156	10/13/14		10/13/14		112.25
				24 STONER INVISIBLE						
	41532	1	01430 2330	VEHICLE MAINT AND REPAIR	2-602918	10/13/14		10/13/14		67.97
				OIL & FUEL FILTERS						
	41533	1	01430 2330	VEHICLE MAINT AND REPAIR	2-602920	10/13/14		10/13/14		132.54
				2 HYDRAULICS						
	41534	1	01430 2330	VEHICLE MAINT AND REPAIR	2-602947	10/13/14		10/13/14		19.02
				1 NAPA HYDRAULIC						
	41535	1	01430 2330	VEHICLE MAINT AND REPAIR	2-603036	10/13/14		10/13/14		205.11
				HYDRAULIC HEAVY DUTY OIL						
	41536	1	01430 2330	VEHICLE MAINT AND REPAIR	2-603041	10/13/14		10/13/14		25.42
				AIR HOSE						
										561.16
941				NEIGHBORHOOD VISITING NURSE						
	41537	1	01421 5200	CONTRIB. TO HEALTH SERV.	091214	10/13/14		10/13/14		6,000.00
				ANNUAL CONTRIBUTION VISITING NURSES						
										6,000.00
2016				PACO						
	41538	1	01487 4600	TRAINING & SEMINARS-EMPLY	101014	10/13/14		10/13/14		110.00
				ACCESS. & FIRE CODE CLASS-G.ALTHOUSE						
	41539	1	01487 4600	TRAINING & SEMINARS-EMPLY	101314	10/13/14		10/13/14		110.00
				UCC UPDATE/BCO REFRESHR V.DIMARTINI						
										220.00

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2352				PECO - 99193-01400						
	41544	1	01434 3610	STREET LIGHTING	100114	10/13/14		10/13/14		803.03
				99193-01400 8/25/14-9/24/14						
	41544	2	01433 2470	UTILITIES - TRAFFIC LIGHTS	100114	10/13/14		10/13/14		721.15
				99193-01400 8/25/14-9/24/14						
										1,524.18
3153				PECO - 01360-05046						
	41542	1	01409 7505	BOOT & PAOLI LED SIGN	092614	10/13/14		10/13/14		56.49
				01360-05046 8/28-9/26/14 BOOT LED						
										56.49
2591				PECO - 59500-35010						
	41543	1	01454 3600	UTILITIES	092614	10/13/14		10/13/14		35.18
				59500-35010 8/22-9/23/14 POND PUMP						
										35.18
1032				PECO - 99193-01302						
	41545	1	01409 3600	TWP. BLDG. - FUEL, LIGHT, WATER	100714	10/13/14		10/13/14		1,733.56
				99193-01302 8/25/14-9/24/14						
	41545	2	01454 3600	UTILITIES	100714	10/13/14		10/13/14		74.00
				99193-01302 8/25/14-9/24/14						
										1,807.56
1052				PENNONI ASSOCIATES INC.						
	41547	1	01408 3131	ENGINEER. & MISC.RECHARGES	600902	10/13/14		10/13/14		666.00
				SERVICES THRU 7/20/14 ACERO PS						
	41548	1	01408 3131	ENGINEER. & MISC.RECHARGES	600912	10/13/14		10/13/14		409.50
				SERVICES THRU 7/20/14 - YARDLEY VIL						
	41549	1	01408 3131	ENGINEER. & MISC.RECHARGES	600911	10/13/14		10/13/14		473.25
				SERVICES THRU 7/20/14 - SUNNY RIDGE						
	41550	1	01408 3131	ENGINEER. & MISC.RECHARGES	600910	10/13/14		10/13/14		430.00
				SERVICES THRU 7/20/14 - 935 CORNWAL						
	41551	1	01408 3131	ENGINEER. & MISC.RECHARGES	600909	10/13/14		10/13/14		346.00
				SERVICES THRU 7/20/14 -1637 MANLEY						
	41552	1	01408 3131	ENGINEER. & MISC.RECHARGES	600908	10/13/14		10/13/14		365.00
				SERVICES THRU 7/20/14 -APPLBRK-PUL						
	41553	1	01408 3131	ENGINEER. & MISC.RECHARGES	600907	10/13/14		10/13/14		1,004.75
				SERVICES THRU 7/20/14 -MARS						
	41554	1	01408 3131	ENGINEER. & MISC.RECHARGES	600906	10/13/14		10/13/14		2,013.00
				SERVICES THRU 7/20/14 GOSHEN MEADOW						
	41555	1	01408 3131	ENGINEER. & MISC.RECHARGES	600905	10/13/14		10/13/14		253.75
				SERVICES THRU 7/20/14 ASHLEYBROOKE						
	41556	1	01408 3130	ENGINEERING SERVICES	600915	10/13/14		10/13/14		84.75
				SERVICES THRU 7/20/14 KIRBY,LINE RD						
	41557	1	01408 3130	ENGINEERING SERVICES	600904	10/13/14		10/13/14		898.25
				SERVICES THRU 7/20/14 GRANT ASSIST						

Report Date 10/13/14

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
										6,944.25
1005				PENNSYLVANIA ONE CALL SYSTEM						
	41540	1	01438 3840	EQUIPMENT RENTAL	0000605597	10/13/14		10/13/14		46.75
				MONTHLY ACTIVITY - SEPT. 2014						
										46.75
1785				PENNSYLVANIA STATE POLICE						
	41541	1	01401 3000	GENERAL EXPENSE	100314	10/13/14		10/13/14		10.00
				BACKGROUND CHK.-LANDMEIER R12766948						
	41541	2	01401 3000	GENERAL EXPENSE	100314	10/13/14		10/13/14		10.00
				BACKGROUND CHK.-GUEVARPA R12767093						
	41541	3	01401 3000	GENERAL EXPENSE	100314	10/13/14		10/13/14		10.00
				BACKGROUND CHK.-MONTE R12767219						
	41541	4	01401 3000	GENERAL EXPENSE	100314	10/13/14		10/13/14		10.00
				BACKGROUND CHK.-CULVER R12767368						
	41541	5	01401 3000	GENERAL EXPENSE	100314	10/13/14		10/13/14		10.00
				BACKGROUND CHK.-JONES R12767468						
	41541	6	01401 3000	GENERAL EXPENSE	100314	10/13/14		10/13/14		10.00
				BACKGROUND CHK.-EVERS R12767521						
	41541	7	01401 3000	GENERAL EXPENSE	100314	10/13/14		10/13/14		10.00
				BACKGROUND CHK.POOLE-BETH R12767838						
	41541	8	01401 3000	GENERAL EXPENSE	100314	10/13/14		10/13/14		10.00
				BACKGROUND CHK.ROBINSON R12767906						
	41541	9	01401 3000	GENERAL EXPENSE	100314	10/13/14		10/13/14		10.00
				BACKGROUND CHK. -VIAR R12809900						
										90.00
1161				REILLY & SONS INC						
	41559	1	01430 2320	VEHICLE OPERATION - FUEL	70025	10/13/14		10/13/14		1,770.12
				623.5 GALLONS DIESEL						
	41560	1	01430 2320	VEHICLE OPERATION - FUEL	70024	10/13/14		10/13/14		371.79
				137.7 GALLONS GASOLINE						
										2,141.91
1193				RUBINSTEIN'S						
	41561	1	01401 3410	ABC APPRECIATION EVENT	2066915-0	10/13/14		10/13/14		25.76
				INVITATIONS - ABC EVENT						
										25.76

Report Date 10/13/14

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2121				SHERWIN-WILLIAMS CO.						
	41562	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 10 5 GALLON CONTAINERS MIN.SPIRITS	3813-5	10/13/14		10/13/14		141.80
										141.80
1783				STATE WORKERS INSURANCE FUND						
	41563	1	01411 6000	VOLUNTEER FIREFIGHTER WORKERS COMP POLICY #05918452 INSTALL. 11 OF 11	100114	10/13/14		10/13/14		4,130.00
										4,130.00
2104				STRATIX SYSTEMS INC.						
	41564	1	01401 3740	MAINTENANCE & REPAIRS MAINT. & SUPPLIES - 2ND FL.COPIER 10/16/14 - 10/16/15	261494	10/13/14		10/13/14		1,932.00
										1,932.00
1324				T&G WINDOW CLEANING						
	41566	1	01409 3840	DISTRICT COURT EXPENSES SEPTEMBER CLEANING - DISTRICT CT.	120743	10/13/14		10/13/14		150.00
										150.00
2829				VERIZON - TWP.FIOS 11627						
	41568	1	01401 3210	COMMUNICATION EXPENSE SEPT.28 - OCTOBER 27, 2014 TWP.FIOS	092814-11627	10/13/14		10/13/14		79.99
										79.99
1727				WEAVER MULCH LLC						
	41570	1	01454 3740	EQUIPMENT MAINT. & REPAIR 20 YDS SAFE COVER	358565	10/13/14		10/13/14		400.00
	41571	1	01454 3740	EQUIPMENT MAINT. & REPAIR 32 YDS SAFE COVER & 4 MANURE FORKS	358530	10/13/14		10/13/14		765.56
	41572	1	01454 3740	EQUIPMENT MAINT. & REPAIR 50 YDS SAFE COVER	358549	10/13/14		10/13/14		1,000.00
										2,165.56
3387				WINTERLAND INC.						
	41573	1	01452 3720	HOLIDAY TREE CELEBRATION 16 70 COUNT LIGHT SETS	TF-092214-EGT	10/13/14		10/13/14		222.38
										222.38

Report Date 10/13/14

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
3385				ZITO, BUTCH						
	41574	1	01452 3210	FARMERS MARKET EXPENSE	101014	10/13/14		10/13/14		100.00
				FARMER'S MARKET PERFORMANCE 10/16						
										100.00

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03				SINKING FUND						
3383	41498	1 03409	7450	ACS QUALITY SERVICES INC. CAPITAL PURCHASE - TWP BLDG STAINLSS STEEL HIGH FLOW BAG FILTER FOR GEO THERMAL	27486	10/10/14		10/10/14		1,650.00
										1,650.00
1856	41516	1 03409	7400	FIVE STAR INC CAPITAL REPLACEMENT-TWP BLDG APPLIC.#7 HVAC	APP.#7	10/13/14		10/13/14		12,650.97
	41516	2 03409	7450	CAPITAL PURCHASE - TWP BLDG APPLIC.#7 HVAC	APP.#7	10/13/14		10/13/14		31,942.50
										44,593.47
800	41523	4 03409	7400	MACANGA INC. CAPITAL REPLACEMENT-TWP BLDG TACK COAT - TWP.BLDG	092514	10/13/14		10/13/14		515.20
										515.20

Report Date 10/13/14

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
06				REFUSE						
2762	41499	1	06427 4500	AJB A.J. BLOSENSKI INC. CONTRACTED SERV. RESIDENTIAL PICK-UP OCTOBER 2014	4A100130	10/10/14		10/10/14		49,799.65
										49,799.65
241	41512	1	06427 4502	C.C. SOLID WASTE AUTHORITY LANDFILL FEES WEEK 10/1/174 - 10/7/14	38243	10/13/14		10/13/14		5,845.56
										5,845.56
										218,468.17
0 Printed, totalling										218,468.17

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	90,392.30	GENERAL FUND
03	03	46,758.67	SINKING FUND
05	05	25,671.99	SEWER OPERATING
06	06	55,645.21	REFUSE
		218,468.17	

PERIOD SUMMARY

Period	Amount
1410	218,468.17
	218,468.17

Report Date 10/15/14

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MARP05 run by BARBARA 3 : 23 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05				SEWER OPERATING						
1393	41579	1 05429	3250	US POSTMASTER ADMIN.- POSTAGE 4TH QTR.2014 UTILITY BILLING	101514-S	10/15/14	10/15/14	10/15/14	1704 p	944.07
										944.07
06				REFUSE						
1393	41579	2 06427	3250	US POSTMASTER POSTAGE 4TH QTR.2014 UTILITY BILLING	101514-R	10/15/14	10/15/14	10/15/14	309 p	944.07
										944.07
										1,888.14
										2 Prepays, totalling 1,888.14
										0 Printed, totalling 0.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
05	05	944.07	SEWER OPERATING
06	06	944.07	REFUSE

		1,888.14	

PERIOD SUMMARY

Period	Amount
1410	1,888.14

	1,888.14

Report Date 10/16/14

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MARP05 run by BARBARA 1 : 14 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
1990	41596	1	01401 2100	CRYSTAL SPRINGS MATERIALS & SUPPLIES COFFEE, CREAMERS, SWEETENERS & CUPS	3154612 100314	10/16/14		10/16/14		184.14
										184.14
2226	41597	1	01401 3400	DAILY LOCAL NEWS ADVERTISING - PRINTING NOTICE - 10/7 MEETING	00345393	10/16/14		10/16/14		71.08
										71.08
1813	41598	1	01401 3250	FEDEX POSTAGE PACKAGE DELIVERY - R. SMITH	2-804-16607	10/16/14		10/16/14		60.98
										60.98
2415	41599	1	01414 3100	FINLAN, ALEXIS B. COURT REPORTERS TRANSCRIPT 9/25/14 ANTHONY SIVO	100914	10/16/14		10/16/14		184.00
										184.00
3000	41600	1	01430 2330	GARNET FORD VEHICLE MAINT AND REPAIR BRAKE REPAIR - 09 FORD RANGER	C59880	10/16/14		10/16/14		272.86
										272.86
2717	41601	1	01433 2500	HIGGINS & SONS INC., CHARLES A. MAINT. REPAIRS.TRAFF.SIG. TRAFFIC LGHT INSPECTIONS & MAINTEN. 2014 REPORTS 19 INTERSECTIONS	37763	10/16/14		10/16/14		3,610.00
	41602	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG. TRAFFIC LIGHT MAINTENANCE - BOOT & PAOLI	37751	10/16/14		10/16/14		287.00
	41603	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG. TRAFFIC LIGHT MAINTENANCE N.CHESTER NEAR STRASBURG	37752	10/16/14		10/16/14		173.00
	41604	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG. TRAFFIC LIGHT MAINTENANCE BOOT & VILLAGE	37753	10/16/14		10/16/14		185.70
	41605	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG. TRAFFIC LIGHT MAINTENANCE N.CHESTER & GREENHILL	37754	10/16/14		10/16/14		157.46
	41606	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG. TRAFFIC LIGHT MAINTENANCE RT.352 & & GREENHILL	37748	10/16/14		10/16/14		291.02

Report Date 10/16/14

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
-----										4,704.18
2401				HIGGINS, DOLORES						
	41607	1	01462 2600	MINOR EQUIP. PURCHASE	101514	10/16/14		10/16/14		185.60
				FLOOR CLOTH, STOOLS & INK WELL FOR PLANK HOUSE						
	41607	2	01462 5000	EVENTS	101514	10/16/14		10/16/14		101.80
				LUNCH FOR PARTICIPANTS, CRAFT SUPPLIES - BEN FRANKLIN EVENT						
-----										287.40
627				HIGHWAY MATERIALS INC.						
	41610	1	01438 2455	MATER. & SUPPLY-RESURFAC.	1634447MB	10/16/14		10/16/14		12,417.53
				249.85 TONS 9.5H .3<3 ASPHALT						
	41611	1	01438 2455	MATER. & SUPPLY-RESURFAC.	1634395MB	10/16/14		10/16/14		18,055.03
				363.28 TONS 9.5H .3<3 ASPHALT MORSTEIN						
	41612	1	01438 2455	MATER. & SUPPLY-RESURFAC.	1634382MB	10/16/14		10/16/14		21,432.11
				431.23 TONS 9.5H .3<3 ASPHALT MORSTEIN						
	41613	1	01438 2455	MATER. & SUPPLY-RESURFAC.	1634366MB	10/16/14		10/16/14		8,446.53
				169.95 TONS 9.5H .3<3 ASPHALT						
-----										60,351.20
679				INTERCON TRUCK EQUIPMENT						
	41614	1	01430 2330	VEHICLE MAINT AND REPAIR	1043847-IN	10/16/14		10/16/14		156.00
				COAL CHUTE SETS & JACKS						
-----										156.00
1631				KRAPF'S COACHES						
	41617	1	01452 3020	TRIPS	9681	10/16/14		10/16/14		3,140.00
				BAL.DUE NYC TRIP 12/13/14 2 BUSES						
-----										3,140.00
765				LENNI ELECTRIC CORPORATION						
	41618	1	01409 3745	PW BUILDING - MAINT REPAIRS	140990	10/16/14		10/16/14		2,143.90
				REPLACE LIGHT FIXTURES OUTSIDE						
-----										2,143.90

Replace old Fixtures with LED

Report Date 10/16/14

Expenditures Register
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MARP05 run by BARBARA 1 : 14 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03		SINKING FUND								
627				HIGHWAY MATERIALS INC.						
	41608	1	03409 7400	CAPITAL REPLACEMENT-TWP BLDG 210.14 TONS 9.5H .3<3 ASPHALT	1634291MB	10/16/14		10/16/14		10,443.97
	41609	1	03409 7400	CAPITAL REPLACEMENT-TWP BLDG 220.80 TONS 9.5H .3<3 ASPHALT	1634307MB	10/16/14		10/16/14		10,973.78
										21,417.75
1279				SNAP-ON TOOLS INDUSTRIAL						
	41640	1	03430 7450	CAPITAL PURCHASE - HWY EQUIP VEHICLE DIAGNOSTIC SCANNER SOFTWARE	23659845	10/16/14		10/16/14		1,795.97
	41641	1	03409 7450	CAPITAL PURCHASE - TWP BLDG VEHICLE DIAGNOSTIC SCANNER	23728797	10/16/14		10/16/14		2,679.99
										4,475.96

Report Date 10/16/14

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MARP05 run by BARBARA 1 : 14 PM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
3043	41627	1 05422	2440	MAIN POOL & CHEMICAL COMP. INC. R.C. STP- CHEMICALS 2000 GALLONS ALUMINUM SULFATE & 196 50LB BAGS SODIUM CARBONATE LITE	1444074	10/16/14		10/16/14		5,141.60
										5,141.60
829	41629	1 05422	3700	MASTER'S TOUCH R.C. STP-MAINT.& REPAIRS EXTERM.SERVICE OCTOBER 2014 RCSTP	55622	10/16/14		10/16/14		33.00
										33.00
2827	41635	1 05420	3602	PECO - 04725-43025 C.C. COLLECTION -UTILITIES 04725-43025 9/4-10/3/14 WYLLPEN PMP	100814	10/16/14		10/16/14		404.14
										404.14
										125,096.89
0 Printed, totalling										125,096.89

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	79,552.94	GENERAL FUND
03	03	25,893.71	SINKING FUND
05	05	19,650.24	SEWER OPERATING

		125,096.89	

PERIOD SUMMARY

Period	Amount
1410	125,096.89

	125,096.89

EAST GOSHEN TOWNSHIP ACTION LIST

New additions are in bold	October 21, 2014
Item	Date
Bicentennial Committee	October 21, 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
Comp Plan	November 11, 2014
Open Space Plan	November 11, 2014
Hershey's Mill Dam	November 11, 2014

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
10/21/2014	No activity

EAST GOSHEN TOWNSHIP ACTION ITEM

Item:

Comp Plan Goals for ABCs

No:

5

List Date:

2/5/2013

Completed Date:

Description:

ABCs to proceed with implementation of action items from Comp Plan

Date	Action
2/5/2013	BoS reviewed ABC goals from Planning Session, and requested ABCs review Action Items from Comp Plan and proceed with implementation of appropriate items. ABCs to report quarterly on progress.
2/19/2013	Memo sent to all ABCs
5/7/2013	Goals received from Authority, Commerce and Historic
6/4/2013	Memo sent to ABC's
1/21/2014	To be presented at the Planning Session
4/22/2014	To be distributed at meeting
7/15/2014	See attached - Report will be sent to all ABC's
10/9/2014	See attached - Report will be sent to all ABC's

Memo

East Goshen Township

Date: October 8, 2014
To: Board of Supervisors
Cc: All ABCs
From: Rick Smith, Township Manager
Re: 2014 ABC Goals 3rd Quarter Report

Conservancy Board

- Review current mission statement and provide the Board of Supervisors with changes, if needed – June 1, 2014. *July 1, 2014 - No action October 1, 2014 CB - confirmed current mission statement is ok on 8/17/14 Completed.*
- Submit an article for each newsletter – Due date for newsletter. *Spring – Completed, Summer – Completed, Fall - Completed*
- Develop signage and information for a rain barrel demonstration project at Township Building – April 30, 2014 – *July 1, 2014 - Walter will contact Bill Coffey about this. October 1, 2014 – No activity*
- Investigate alternatives for recycling containers and provide recommendation to the Board of Supervisors – July 1, 2014 *July 1, 2014 – No discussion. October 1, 2014 – No activity*

Historical Commission

- Review current mission statement and provide the Board of Supervisors with changes, if needed – June 1, 2014 - *July 1, 2014 - No Action October 1, 2014 - HC confirmed current mission statement is ok on 8/28/14 Completed.*
- Submit an article for each newsletter – Due date for newsletter *Spring – Completed, Summer – Completed, Fall - Completed*
- Identify the specific basis or criteria for why each resource is on the Historic Inventory List – December 31, 2014 *July 1, 2014 - Started working on 12 Resources associated with Battle of the Clouds, October 1, 2014 Continuing to work in the 12 properties.*
- Conduct the Living History at the Plank House & Blacksmith Shop – September 1, 2014 *July 1, 2014 - No Action October 9, 2014 - Conducted Battle of the Clouds event at Plank House on September 13, Ben Franklin Event at Blacksmith Shop on October 11*

Municipal Authority

- Review current mission statement and provide the Board of Supervisors with changes, if needed – June 1, 2014 *Completed*
- Submit an article for each newsletter – Due date for newsletter *Spring – Completed, Summer – Completed, Fall - Completed*
- Obtain PA DEP approval for the Act 537 Plan revision for the Reservoir Road Pump Station – December 31, 2014 *July 1, 2014 - The Plan Revision has been sent to various agencies for review. October 9, 2014 The Act 537 Plan sent to DEP in August.*

- Develop a recommendation on covers for the SBRs – August 1, 2014 **July 1, 2014 Completed**

Park and Recreation Commission

- Review current mission statement and provide the Board of Supervisors with changes, if needed – June 1, 2014 **July 1, 2014 - No Action October 1, 2014 No Action**
- Submit an article for each newsletter – Due date for newsletter **July 1, 2014 No Action, October 9, 2014 - Completed**
- Develop a five year capital improvement plan for the Tot Lot – July 31, 2014 **July 1, 2014 No Action, October 9, 2014 No Action**
- Identify the participant recreation needs of various age groups – August 31, 2014 **July 1, 2014 No Action, October 9, 2014 No action**

Planning Commission

- Review current mission statement and provide the Board of Supervisors with changes, if needed – June 1, 2014 **July 1, 2014 - No Action**
- Submit an article for each newsletter – Due date for newsletter - **Spring – Completed**
- Complete review of the solar & wind regulations and provide recommendation to the Board of Supervisors – May 30, 2014 **July 1, 2014 - Draft solar ordinance (accessory use) sent to BoS for review in June. October 9 - PC is reviewing solar as a principal use ordinance. PC sent wind (accessory use) to BoS for review. The PC does not believe wind (principal use) is appropriate for East Goshen.**
- Present Comprehensive Plan Update to the Board of Supervisors – July 31, 2014 **July 1, 2014 Schedule has been revised. October, 9, 2014 on hold due to change in consultants.**
- Complete review of the Zoning Ordinance and provide recommendation to the Board of Supervisors - December 31, 2014. **July 1, 2014 No Action**

Commerce Commission

- Review current mission statement and provide the Board of Supervisors with changes, if needed – June 1, 2014 **July 1, 2014 - No Action October 1, 2014 No action**
- Submit an article for each newsletter – Due date for newsletter **Spring – Completed, Summer - Completed Fall- Completed**
- Hold annual breakfast and lunch meetings – December 31, 2014 **July 1, 2014 No Action. October 9 – meetings have been scheduled for October 30 and November 13,**
- Complete Workforce Development project – June 30, 2014 **July 1, 2014 Completed**

EAST GOSHEN TOWNSHIP ACTION ITEM

Item: **Quarterly Report on Municipal Authority Projects**

No: **4**

List Date: **2/17/2011**

Completed Date:

Description: **Identify Municipal Authority projects, develop schedule and determine funding mechanism.**

Date	Action
	2010, 2011 and 2012 info is hidden to save space
1/15/2013	Lockwood - need to do final restoration in 2013 , Marydell - open bids 2/5/13, Reserve PS need easements and working on bid documents, HMPS - open bids on 2/5/2012
4/16/2013	Lockwood - need to do final restoration in 2013 , Marydell - Under Construction, Reserve PS need easement, HMPS - work to start in April
7/16/2013	Lockwood - graded and seeded. Marydell PS - Pipe work complete, in service. HM PS - Pipe work complete, in service. Reserve PS - contract awarded.
10/15/2013	Lockwood -Completed except for removal of the fence, Marydell PS - completed, HM PS - completed, Reserve PS - pipe work complete & Reservoir Road PS, started Act 537 Planning.
1/21/2014	Lockwood -Completed except for removal of the fence, Reserve PS - pipe work complete & Reservoir Road PS, submitted to PMHC and PACNR
4/21/2014	Lockwood -Completed except for removal of the fence, Reserve PS - pipe work complete & Reservoir Road PS, submitted to PMHC and PACNR, Will be submitted to planning agencies this week
7/15/2014	Lockwood -Completed except for removal of the fence, Reserve PS - pipe work complete & Reservoir Road PS, submitted to PMHC and PACNR and planning agencies. Responses received from CCPC and EGPC.
10/21/2014	Reservoir Road PS - Act 537 Plan set to DEP on 8/25/14

EAST GOSHEN TOWNSHIP ACTION ITEM

Item: **Quarterly Financial Reports** No: 5

List Date: 2/16/2010 Completed Date:

Description:

Date	Action
	2010 and 2011 hidden to save space
3/6/2012	See report
4/17/2012	See report
7/17/2012	See report
10/16/2012	See report
1/15/2013	See report
4/16/2013	See report
7/16/2013	See report
10/15/2013	See Report
1/21/2014	See Report
4/22/2014	See Report
7/15/2014	See Report
10/21/2014	See Report

EAST GOSHEN TOWNSHIP ACTION ITEM

Item:	Quarterly Report on I & I	No:	DPW 08-02
	List Date: 12/9/2008		Completed Date:
Description:			

Date	Action
	2010, 2011 and 2012 info hidden to save space
1/15/2013	Televised Ashbridge, fixed two leaks on Paoli Pike, continued monitoring with portable flow meters and normal cap replacements.
4/16/2013	Cleaned and TVed Pin Oaks, North Lockwood and Brooke Drive, Strasburg Road, made 4 repairs, continued monitoring with portable flow meters and normal cap replacements
7/16/2013	April - Repaired large leak on CC Interceptor, 1 lateral repair in Pin Oaks & TV and clean Hunt Country. May - TV 12,550 ft. of CC Interceptor and made 6 repairs. June - 2 repairs and replaced 25 MH lids in Pin Oaks.
10/15/2013	Checked MHs from cul-de-sac on Cornwallis Drive to Paoli Pike and replaced 8 sewer caps. Replaced 50 MH castings in Pin Oaks and 6 sewer caps. Lateral repair on Barker Drive, and 2 repairs in Ashbridge
1/21/2014	To be distributed at the meeting.
4/22/2014	See attached
7/10/2014	Routine sewer cap replacement
10/21/2014	See attached e-mail from Mark

Rick Smith

From: Mark Miller <mmiller@eastgoshen.org>
Sent: Wednesday, October 08, 2014 3:49 AM
To: Rick Smith
Subject: I and I work 3rd quarter

Rick

We televised and cleaned 14,000 feet of pipe in the North East (Quadrant 2) we located several problems while televising. We found three areas of inflow we also found 160 feet of 8" pipe that was partially collapsed, The was excavated and replaced. We replaced all the sewer castings and lids on Wilson Drive with water tight lids.

We located **Five** leaks in manholes which were repaired by drilling and injecting a sealant. We also replaced **Two Dozen** sewer caps on both collection systems.

If you need anything else please let me know

Mark

Mark S. Miller

Director of Public Works

East Goshen Township

1580 Paoli Pike

West Chester, PA 19380

O: (610) 692-7171 x3402

F: (610) 692-8950

mmiller@eastgoshen.org

www.eastgoshen.org

EAST GOSHEN TOWNSHIP ACTION ITEM

Item: **Quarterly Review of Right to Know Requests**

No: **9**

List Date: **2/10/2009**

Completed Date:

Description:

Date	Action	
4/6/2010	Distribute copies of report. Report to be modified to include time to complete request and date of pick-up	Done
7/13/2010	Distribute copies of report.	Done
10/5/2010	Distribute copies of report.	Done
1/3/2011	Distribute copies of report.	Done
4/5/2011	Report attached	Done
7/12/2011	Report attached	Done
10/11/2011	Report attached	Done
1/10/2012	Will be distributed at meeting	done
4/17/2012	Will be issued for the 5/1 meeting	done
5/1/2012	Report issued	Done
7/17/2012	Report attached	done
10/16/2012	Report attached	done
1/15/2013	Report attached	done
4/16/2013	Report attached	Done
7/16/2013	Report attached	Done
10/15/2013	Will be distributed Tuesday	Done
1/12/14	Report attached	Done
4/22/2014	Report attached	Done
7/15/2014	Report attached	Done
10/21/2014	Report presented on 10/7/14	Done