

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
Tuesday, October 20, 2015
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. Chairman’s Report
 - a. [Sunoco Mariner Project Update](#)
 - b. Announce that the Board met in executive session on October 13, 2015 to discuss a police labor contract matter.
6. Public Hearing
 - a. [The Board will hold a public hearing to consider adoption of the 2015 Comprehensive Plan.](#)
 - b. [The Board will hold a public hearing to consider adoption of the 2015 Parks, Recreation, and Open Space Plan Update.](#)
 - c. [The Board will hold a public hearing to consider adoption of an Ordinance authorizing the Township to participate in the Delaware Valley Health Trust.](#)
7. Police Report – Chief Brenda Bernot
 - [Malvern Fire Co – September 2015](#)
 - Fire Marshal – none
 - Goshen Fire Co. - none
8. [Financial Report – September 2015](#)
9. Old Business
 - a. [Consider PA DEP’s approval to develop and implement a Pollution Reduction Plan.](#)
10. New Business
 - a. [Consider Willistown Township Official Map.](#)
 - b. [Consider Resolution 2015-136 regarding Random Drug Testing.](#)
 - c. [Consider Storm Sewer Lining Bids.](#)
 - d. [Consider Escrow Release for Sorrell Hill.](#)
 - e. [Consider Escrow Release for Yardley Village.](#)
 - f. [Consider Goshen Village Shopping Center Landscaping](#)
 - g. [Consider Grant Writing Proposal.](#)
11. Any Other Matter - none
12. [Approval of Minutes – October 6, 2015](#)
13. [Treasurer’s Report – October 15, 2015](#)
14. Correspondence, Reports of Interest
 - a. [October 9, 2015 letter from Neighborhood Health Agencies](#)
 - b. [October 9, 2015 letter from Malvern Library](#)
 - c. [October 7, 2015 letter to Ms. Greenhow](#)
15. Public Comment – Hearing of Residents
16. 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.

Dates of Importance

Oct 17, 2015	Pumpkin Festival East Goshen Park	10:00 am
Oct 20, 2015	Board of Supervisors	7:00 pm
Oct 22, 2015	Local Traffic	1:00 am
Oct 27, 2015	Board of Supervisors	7:00 pm
Oct 28, 2015	Futurist Committee	7:00 pm
Nov 3, 2015	Election Day (Board of Supervisors will not meet)	
Nov 4, 2015	Planning Commission	7:00 pm
Nov 5, 2015	Park & Rec Commission	7:00 pm
Nov 9, 2015	Municipal Authority	7:00 pm
Nov 10, 2015	Board of Supervisors	7:00 pm

Newsletter Deadlines for 2015:

Winter: October 30

October 14, 2015

Sunoco Mariner East Project Update

On Tuesday October 13, 2015 Supervisors Marty Shane and Carmen Battavio, and Manager Rick Smith were updated by Don Zoladkiewicz and other representatives from Sunoco on the Mariner East project.

They currently have about 30% of the easements needed in East Goshen Township.

Their goal is to have all of the easements acquired by the end of 2015.

Mariner East 2 (20" pipeline) is definitely going to proceed, and Sunoco is in the process of determining the level of interest for the Mariner East 2 Expansion Project (16" pipeline).

Most of the pipeline that will be installed in East Goshen will be done by horizontal directional drilling.

They are not planning to close any roads.

They are in the process of applying for the required DEP and Penn DOT permits.

They plan to start work in the spring of 2016.

Memorandum

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

Date: 10/8/2015
To: Board of Supervisors
From: Mark Gordon, Township Zoning Officer *mlb*
Re: Comprehensive Plan / Final Draft / Motion to recommend Adoption

Dear Commission Members:

As you know the Comprehensive Plan is complete and the public hearing date of October 20, 2015 has been advertised, a draft resolution prepared and the both the Township Planning Commission and the Chester County Planning Commission have submitted their support of the plan adoption.

Specifically the CCPC has reviewed the plan and found it to be consistent with Landscapes2 and the PA MPC.

As required by the MPC the Board of Supervisors must hold a public meeting pursuant to notice prior to adoption of the 2015 Comprehensive Plan.

I have prepared a draft motion for your consideration.

Draft Motion: Mr. Chairman, I move that we adopt the 2015 Comprehensive Plan by resolution.

**EAST GOSHEN TOWNSHIP
PLANNING COMMISSION**

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

October 8, 2015

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

Re: East Goshen Township 2015 Comprehensive Plan

Dear Board Members:

At their meeting on October 7, 2014 the Planning Commission voted unanimously in favor of the following motion:

Mr. Chairman, I move that the Planning Commission recommend that the Board of Supervisors adopt the 2015 Comprehensive Plan.

Sincerely,



Mark A. Gordon
Township Zoning Officer



THE COUNTY OF CHESTER



COMMISSIONERS
Terence Farrell
Kathi Cozzone
Michelle Kichline

DAVID D. WARD, AICP
Acting Director

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

September 25, 2015

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

Re: Comprehensive Plan – East Goshen Township
Act 247 and Vision Partnership Planning Grant - Combined Review
VPP Contract #: 14676 – Extension #1
Act 247 Review #CP-9-15-12505

Dear Mr. Smith:

The referral for review was received by this office on September 1, 2015.

This letter serves as both the official Act 247 review pursuant to the provisions of Section 301.3 of the Pennsylvania Municipalities Planning Code, and the Vision Partnership Review required by Section 7.3 of the Vision Partnership Program Grant Manual 2013.

This review notes the project’s consistency with *Landscapes2* and with the Vision Partnership Program (VPP) Grant Contract and Scope of Work, as well as providing additional comments for consideration by the municipality prior to adoption. Jeannine Speirs served as the VPP Grant Monitor for this project. *Consistency with Landscapes2 and the VPP Grant Contract are required prior to VPP grant reimbursement.*

DESCRIPTION:

The Township has developed a fully updated Comprehensive Plan that provides goals, objectives, and recommendations to address the following topics:

- Land Use
- Housing
- Economic Development
- Transportation and Circulation
- Natural and Historic Resources
- Community Facilities and Services
- Utilities
- Energy Conservation

Background information for these topics, as well as demographics, are also provided. Overall the plan is user-friendly, reflects the results of a public process, and meets the scope of work.

CONSISTENCY WITH LANDSCAPES2:

Landscapes2, the Chester County Comprehensive Policy Plan, was adopted in 2009. According to the *Landscapes2* map and plan, East Goshen Township is largely a suburban landscape with a small area in of rural landscape that coincides with Township protected open lands. Natural landscapes overlay the Township along streams. The following landscape types are most relevant to the proposed Township Comprehensive Plan:

1. *Suburban Landscape*: Objective LU 3 of *Landscapes2* states: “Promote new development in suburban landscapes to accommodate anticipated population and employment growth, using appropriate density, sustainable design, and smart transportation principles.”
2. *Natural Landscape*: Objective LU 6 of *Landscapes2* states: “As an overlay on the four basic landscapes [one of which is suburban], encourage the preservation and restoration of sensitive natural resources.”

The proposed Comprehensive Plan is consistent with *Landscapes2*. Lower intensity uses are promoted in natural and rural landscapes, while more intense uses and higher densities are promoted in suburban landscapes. Projected population growth can be accommodated within the Township Future Land Use Plan. Enhanced economic development and mixed use is focused in the Town Center and in existing commercial areas. Opportunities to increase pedestrian links and walkability connecting residential areas and key community features are a focal point of the Plan. Balancing growth with consideration of maintaining cultural, historic, and natural features is a plan vision. The Plan begins implementation of the recent multi-municipal Central Chester County Bicycle and Pedestrian Circulation Plan through prioritizing a “Paoli Pike Promenade” as a Plan action. The Plan was coordinated with the simultaneous Open Space and Recreation Plan Update, which was reviewed by the Commission on September 4, 2015 (CCPC# CP-8-15-12373).

CONSISTENCY WITH VPP GRANT CONTRACT AND SCOPE OF WORK:

The plan is consistent with the VPP Grant Contract and has addressed the tasks listed in the Scope of Work (Appendix B, dated November 14, 2014).

In addition, the plan appears to be in conformance with the Municipalities Planning Code.

RECOMMENDATION:

Based on our review, the proposed plan is consistent with *Landscapes2* and the VPP Scope of Work. East Goshen Township should adopt the Comprehensive Plan. Upon adoption, the Township may apply for reimbursement under Section 9.0 of the Vision Partnership Grant Manual 2013.

We request an official copy of the decision made by the Board of Supervisors, as required by Section 306(b) of the Pennsylvania Municipalities Planning Code. This will allow us to maintain a current municipal file.

Sincerely,

Susan S. Elks, AICP
Planning Services Director

SE/JS/PF

cc: E. Martin Shane, Chair – Board of Supervisors
Daniel Daley - Planning Commission
Thomas Comitta Associates, Inc.

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice: 610-692-7171

Fax: 610-692-8950

E-mail: mgordon@eastgoshen.org

Date: 10/13/2015

To: Board of Supervisors

From: Mark Gordon, Township Zoning Officer *mg*

Re: Parks, Recreation and Open Space Plan / Final Draft / Motion to recommend Adoption

Dear Commission Members:

As you know the Township has been working on the Open Space, Parks and Recreation Plan Update since July of 2013. You have the final Draft in hand and the hearing is advertised for October 20, 2015.

Countless hours have been dedicated to this effort by all involved and many of the tasks identified in the plan are already active projects. We solicited comments from our neighbors and the WCASD however no responses were received.

I have prepared a draft motion for your consideration.

Draft Motion: Mr. Chairman, I move that we adopt the Parks, Recreation and Open Space Plan Update by resolution with the following condition:

The review comments from the Chester County Planning Commission should be incorporated and the final version be reviewed by staff prior to final printing.

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

October 13, 2015

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

Re: East Goshen Township 2015 Parks, Recreation and Open Space Plan Update

Dear Board Members:

At their meeting on October 7, 2014 the Planning Commission voted unanimously in favor of the following motion:

Mr. Chairman, I move that the Planning Commission recommend that the Board of Supervisors adopt the Parks, Recreation and Open Space Plan Update with the following condition:

The review comments from the Chester County Planning Commission should be incorporated.

Sincerely,



Mark A. Gordon
Township Zoning Officer

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION NO.

**A RESOLUTION OF THE TOWNSHIP OF EAST GOSHEN,
CHESTER COUNTY, PENNSYLVANIA, ADOPTING THE
PARKS, RECREATION, AND OPEN SPACE PLAN
UPDATE 2015.**

WHEREAS, the Board is authorized by Section 503 of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10503, (the "MPC") to adopt regulations in the Township's Subdivision and Land Development Ordinance requiring the public dedication of land suitable for parks and the construction of recreational facilities, and the payment of fees in lieu thereof, the private reservation of land, or a combination thereof, for park and recreation purposes, provided that the Township has a formally adopted park and recreation plan; and

WHEREAS, in Resolution No. 93-32, the Board of Supervisors of East Goshen Township adopted the East Goshen Township Recreation, Parks and Open Place Plan dated July 20, 1993 (the "1993 Plan"); and

WHEREAS, in 2013, the Township retained the services of Toole Recreation Planning, the Brandywine Conservancy and Natural Lands Trust as planning consultants (the "Consultants") to assist in updating the 1993 Plan (the "Plan Update"); and

WHEREAS, the Consultants worked in collaboration with the Township and public to determine recreation needs, evaluate the current parks, recreation and open space system and to develop practical and achievable recommendations to improve the community through parks, recreation and open space; and

WHEREAS, based upon the public outreach and needs assessment, the Consultants identified the primary goal of the Plan Update as the desire to continue to provide premier parks and recreation facilities and services while protecting the Township's scenic beauty, natural resources and open space; and

WHEREAS, at a public meeting on October 7, 2015, the Planning Commission reviewed the Plan Update and voted to recommend that the Board approve the Plan Update; and

WHEREAS, the Board desires to adopt this Resolution approving and adopting the Plan Update.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED, as follows:

1. The Background to this Resolution is incorporated in and fully made part hereof.

2. After considering the recommendations and comments from the Consultants and the Planning Commission, the Board hereby resolves to adopt the attached Plan Update, incorporated herein by reference and made a part hereof, as the Township's formally adopted Park and Recreation Plan.

RESOLVED AND ADOPTED this _____ day of _____, 2015.

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



THE COUNTY OF CHESTER



COMMISSIONERS

Terence Farrell
Kathi Cozzone
Michelle Kichline

DAVID D. WARD, AICP
Acting Director

PLANNING COMMISSION

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

September 4, 2015

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

Re: Proposed Parks, Recreation, and Open Space Plan Update
CP-8-15-12373 - East Goshen Township

Dear Mr. Smith:

The Chester County Planning Commission has reviewed the proposed Parks, Recreation, and Open Space Plan Update as submitted pursuant to the provisions of the Pennsylvania Municipalities Planning Code, Section 301.3. The referral for review was received by this office on August 10, 2015. We offer the following comments to assist in your review of the proposed Plan Update:

DESCRIPTION:

1. East Goshen Township proposes to adopt a Parks, Recreation, and Open Space Plan Update, to replace its 1993 Open Space, Recreation, and Environmental Resources Plan. The purpose of the Plan, as specified on Page 1, is to serve as the Parks, Recreation, and Open Space element of the Township's Comprehensive Plan, advance the 2013 Central Chester County Bicycle and Pedestrian Circulation Plan with respect to safe walking and cycling in the Township, and position the Township to be competitive for grant funding.

LANDSCAPES:

2. East Goshen Township is situated within the **Suburban, Rural and Natural Landscape** designations of *Landscapes2*, the 2009 County Comprehensive Plan. The majority of the Township is situated in the **Suburban Landscape**, where the objective is to promote new development to accommodate anticipated population and employment growth, using appropriate density, sustainable design, and smart transportation principles. The easternmost/southeastern portion of the Township along the Willistown Township border is situated in the **Rural Landscape**, where the objectives is to preserve the open, rural character of Chester County, enhance villages within their historic settings, and accommodate appropriate developments in rural centers. As an overlay of the basic landscapes, the objective of the **Natural Landscape** is to encourage the preservation and restoration of sensitive natural resources.

The proposed Plan Update is consistent with the goals and objectives of *Landscapes2*. The Open Space and Greenways component of *Landscapes2* recommends that municipalities regularly update the parks and recreation sections of local comprehensive plans, establish and implement sustainable maintenance plans for municipally owned parks, preserves, and open spaces, and coordinate with public schools to integrate municipal and school recreation facilities where feasible.

COMMENTS:

3. We note that East Goshen Township is also currently pursuing an update of its 2005 Comprehensive Plan, which is being prepared under the Chester County Vision Partnership Program (VPP), funded in part through a grant from the Chester County Board of Commissioners. We acknowledge Action Item 2.3A (page 16) states the Township shall coordinate the implementation of recommendations for natural resource conservation identified in the Comprehensive Plan as they apply to parks and public owned open space.
4. The County Planning Commission endorses Action Item 1.7.C (page 13), which states the Township shall undertake the development of a Township bicycle and pedestrian plan that builds upon the Central Chester County Bicycle and Pedestrian Plan.
5. The reference to the Central Chester County Bicycle and Pedestrian Plan on page 2 incorrectly identifies that the Plan was completed in 2012, rather than 2013. This should be corrected by the Township.
6. The preserved open space figures presented on Page 4 differ from the figures presented in the second paragraph on Page 15. Additionally, the total number of parks and open spaces used for active and passive recreation identified on Page 5 differs from the number provided Page 37. These issues should be corrected by the Township.
7. For clarity purposes, the Township should identify the general timeframes for the high, medium and low priority categories identified in Chapter 6 - Implementation Matrix.
8. We recommend that the Township consider reprinting the Implementation Matrix as a separate document, in addition to its inclusion in the Plan Update, and posting it on the Township's website. This will allow the Township's goals and objectives and implementation strategy, as well as the work program necessary for their implementation, to be read and distributed more widely.
9. We recommend the Township Owned Properties category on the Township Parks & Open Space Map (Page 31) be divided into active park and passive park categories, as specified in Table 1 on Pages 33-34. We also recommend that the names of the major active parks in the Township be added to this map, and that the font size of the UPI numbers shown on the map be increased in order to enhance the usability of the map with its corresponding Table.
10. UPI# 53-3M-29-E, which is identified in Table 1 as Township-owned passive open space ("Grand Oak Open Space, 9.9 acres), should be added to the Township Parks & Open Space Map.
11. In order to be consistent with the Combined Parks and Open Spaces Acreage figure presented in Appendix A. Table 1 on Page 38, we recommend that the last sentence on Page 38 be revised to identify that the Township owns an overall total of 508.81 acres of land for active and passive recreation.
12. The text note on page 77 (Appendix F) should be replaced with the summary from final public meeting in the adopted document.

Page: 3

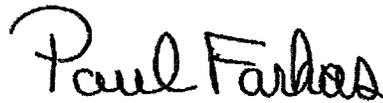
Re: Proposed Parks, Recreation, and Open Space Plan Update
CP-8-15-12373 - East Goshen Township

13. To assist in the Plan's implementation, we recommend that all members of the Board of Supervisors, the Township Planning Commission, and the Zoning Hearing Board be provided with official copies after adoption.

RECOMMENDATION: The Commission commends the Township on preparing the Parks, Recreation, and Open Space Plan Update. The Township should adopt the Plan Update after consideration of the comments contained in this review.

We request an official copy of the decision made by the Board of Supervisors, as required by Section 306(b) of the Pennsylvania Municipalities Planning Code. This will allow us to maintain a current file copy of your plan.

Sincerely,



Paul Farkas
Senior Planner

EAST GOSHEN TOWNSHIP

CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. ___-2015

AN ORDINANCE OF EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, ENACTED PURSUANT TO THE TERMS OF THE INTERGOVERNMENTAL COOPERATION LAW, 53 Pa. C.S.A. §2301, et seq., AUTHORIZING THE TOWNSHIP TO ENTER AN INTERGOVERNMENTAL AGREEMENT, SPECIFICALLY A TRUST AGREEMENT TO AUTHORIZE THE TOWNSHIP'S PARTICIPATION IN THE DELAWARE VALLEY HEALTH TRUST.

WHEREAS, the Pa. Intergovernmental Cooperation Law, as amended, 53 Pa. C.S.A. §§2301, et seq., authorizes local government units and agencies to jointly cooperate and enter into intergovernmental agreements with other local government units and agencies in the performance of their governmental functions, powers or responsibilities; and

WHEREAS, the Board of Supervisors of East Goshen Township has determined that it is in the best interests of its full-time employees and their dependents to become a participant in the Delaware Valley Health Trust, a self-insured governmental multiple employer welfare arrangement and public employer health benefits Trust organized under the laws of Pennsylvania.

NOW THEREFORE, the Board of Supervisors of East Goshen Township, does hereby ENACT and ORDAIN:

SECTION 1. That the Township Manager is hereby authorized to execute the Trust Agreement and any other agreements necessary for East Goshen Township's participation in the Delaware Valley Health Trust. The Delaware Valley Health Trust Agreement is attached hereto as Exhibit "A" and incorporated herein by reference. The Trust Agreement attached hereto is on

file for inspection and review at the Offices of East Goshen Township at 1580Paoli Pike; West Chester, PA 19380. This Trust Agreement may be subsequently modified or amended but in no event shall such amendments or modifications materially adversely affect the right of East Goshen Township to participate in the Delaware Valley Health Trust.

SECTION 2. That the participation of East Goshen Township in the Delaware Valley Health Trust is authorized for the purpose of obtaining high quality health benefits at the most reasonable cost to East Goshen Township and its employees, retirees and their dependents.

SECTION 3. As set forth in the Trust Agreement and as otherwise stated herein, the following conditions apply to the participation of East Goshen Township in the Delaware Valley Health Trust:

1. That each Trust Participant must meet the admission and eligibility requirements set forth therein;
2. That each Trust Participant agrees to pay all contributions when due as provided in the Trust Agreement and any By-Laws adopted by the Trust;
3. That each Trust Participant uses its best efforts to provide appropriations for the payment of any contributions required to achieve the purposes and objectives of the Trust;
4. That each Trust Participant cooperate fully in achieving the purposes and objectives of the Trust; and
5. That each Trust Participant comply with all other terms and conditions of the Trust Agreement.

SECTION 4. That East Goshen Township agrees to participate in the Delaware Valley Health Trust for a minimum of two years and thereafter may withdraw for any reason whatsoever provided that it has fulfilled all the applicable conditions in the Trust Agreement and satisfies all its financial obligations to the Trust upon withdrawal.

SECTION 5. The effective date of the participation of East Goshen Township in the Delaware Valley Health Trust will be February 1, 2016.

SECTION 6. The organizational structure of the Trust consists of a Board of Trustees and Executive Committee selected by the Board of Trustees in accordance with the Trust Agreement.

SECTION 7. The Board of Supervisors of East Goshen Township delegates to the Board of Trustees of the Delaware Valley Health Trust the powers enumerated in the Trust Agreement.

SECTION 8. All contributions paid by East Goshen Township shall be made with funds appropriated by the Board of Supervisors of East Goshen Township for that purpose.

SECTION 9. The funds required for the operation of the Trust shall be provided by the Trust Participants through annual appropriations.

SECTION 10. The Delaware Valley Health Trust is empowered to enter into contracts for policies of group insurance and employee benefits, including social security, for any of its employees.

SECTION 11. As a condition of participating in the Delaware Valley Health Trust, East Goshen Township agrees to comply with all the terms and conditions in the attached Trust Agreement.

SECTION 12. This Ordinance is being enacted pursuant to the provisions of the Pa. Intergovernmental Cooperation Law, as amended, 53 Pa. C.S.A §§2301, et seq.

ENACTED and ORDAINED this _____ day of _____, 2015.

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

DELAWARE VALLEY

HEALTH

TRUST AGREEMENT

4/1/99
(As amended as
of 7/1/14)

**DELAWARE VALLEY HEALTH
TRUST AGREEMENT**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Parties	1
Preamble	1
ARTICLE I DEFINITIONS	
1.01 Definitions	3
1.02 Interpretation	6
ARTICLE II TRUSTEES	
2.01 Qualifications of a Trustee	6
2.02 Composition of Board of Trustees	7
2.03 Election of Trustees	7
2.04 Resignation of a Trustee	7
2.05 Removal of Trustee	7
2.06 New Trustees	7
2.07 Board Chairman and Executive Committee	7
ARTICLE III PARTICIPANTS	
3.01 Eligibility Requirements	8
3.02 Approval of Participants	9
3.03 Contributions	9
3.04 Obligations, Duties and Liabilities of Participants	10
3.05 Expulsion and Withdrawal of Participants	11

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE IV ACCEPTANCE OF TRUST	
4.01 Acceptance	14
4.02 Future Trustees	15
4.03 Trustees' Duties and Obligations	15
4.04 Liability of Trustees	15
ARTICLE V OPERATION OF THE TRUSTEES	
5.01 Office	16
5.02 Meetings	16
5.03 Extraordinary Votes	16
5.04 Indemnification	16
ARTICLE VI PURPOSE OF THE TRUST; POWERS OF TRUSTEES	
6.01 Purposes of Trust	18
6.02 Powers of Trustees	19
6.03 Payment of Claims and Claims Disputes	23
ARTICLE VII OPERATION OF THE TRUST FUNDS; REVENUES	
7.01 Payment of Contributions and Assessments	23
7.02 Establishment of Bank Accounts	24

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
7.03 Dividends and Rate Stabilization Fund	25
7.04 Deficits	25
7.05 Bonds	25

ARTICLE VIII
AMENDMENTS

8.01 Consent of Trustees	25
8.02 Limitation on Amendments	26

ARTICLE IX
TERMINATION

9.01 Term of Trust	26
9.02 Termination of Trust	26

ARTICLE X
MISCELLANEOUS

10.01 Title to the Trust	27
10.02 Execution of Documents	27
10.03 Notice	27
10.04 Construction	27
10.05 Counterparts	27
10.06 Subrogation	28

TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
10.07	Limitation of Liability	28
10.08	Arbitration	28
10.09	General Representations of Participant	28
10.10	Severability of Invalid Provisions	29

DELAWARE VALLEY HEALTH

TRUST AGREEMENT

This is the Intergovernmental Agreement, hereafter known as the Delaware Valley Health Trust Agreement, dated as of April 1, 1999, by and among the participating local government agencies and entities which are now and hereafter parties signatory to this Agreement and listed in Appendix "A" hereof, as may be amended from time to time, and those Trustees (as hereinafter defined) listed in Appendix "B" hereof, as may be amended from time to time.

WITNESSETH:

WHEREAS, certain municipalities, school districts, counties, authorities and various intergovernmental entities (including commissions and school district intermediate units), volunteer fire companies and other local government units and agencies desire to enter into and create a self-insured governmental multiple employer welfare arrangement and/or public employer health benefits trust pursuant to all applicable federal and state laws, including, but not limited to, the Pennsylvania Constitution, the Pennsylvania Intergovernmental Cooperation Law, 53 Pa. C.S.A. §§2301 et seq.; the Municipality Authorities Act of 1945, 53 Pa. C.S.A. §5601, et seq.; and the Pa. Political Subdivision Tort Claims Act, 42 Pa. C.S.A. §8541, et seq., and any comparable laws of the State of Delaware.

WHEREAS, the purpose of the self-insured governmental multiple employer welfare arrangement and/or public employer health benefits trust created by this Agreement is to provide comprehensive, high quality health benefits on a pooled basis for the employees and their dependents, and retirees of the municipalities, school districts, counties, authorities and intergovernmental entities (including commissions and school district intermediate units), volunteer fire companies and other local government units and agencies who are parties to this Agreement, while allowing them to better control the cost and availability of those health benefits;

WHEREAS, the Delaware Valley Health Trust is created for the express purpose of performing an essential governmental function with the meaning of IRS Rev. Ruling 90-74 (1990-2 CB 34) and any other applicable laws and regulations.

WHEREAS, the municipalities, school districts, counties, authorities and intergovernmental entities (including commissions) who are parties to this Agreement (hereinafter referred to as the "Participants") have hereby created the Delaware Valley Health

Trust for the purpose of implementing the multiple employer welfare arrangement and/or public employer health benefits trust set forth in this Agreement;

WHEREAS, the Delaware Valley Health Trust shall administer and/or oversee the administration of the Health Benefit Plans that will provide benefits to all Participants' employees, or any class or classes thereof, their dependents and eligible classes of the Participants' retirees, for health, hospitalization, medical, surgical, dental and other health care services;

WHEREAS, the Delaware Valley Health Trust (hereinafter the "Trust") is a "governmental instrumentality" under the Internal Revenue Code, as amended by the Affordable Care Act.

WHEREAS, the Health Benefits Plans provided under this Agreement are "governmental plans" within the meaning of the Employee Retirement Income Security Act of 1974 (Public Law 93-406), 29 U.S.C. § 1002 (32);

WHEREAS, monies will be paid initially by all Participants and continue to be paid from time to time by Participants to a Board of Trustees (the "Trustees"), which funds will constitute trust funds to be held for the exclusive benefit of the Participants;

WHEREAS, all initial Participants entered into this Trust Agreement with a promise to make an initial capitalization contribution and monthly contribution payment by no later than January 1, 1999, or at some other date to be determined by the Board of Trustees;

WHEREAS, the Participants desire the Trustees to collect, receive, hold, invest, reinvest, manage, dispose of, distribute, and otherwise to administer the Trust funds, and the Trustees have indicated their willingness to do so, all pursuant to terms of this Agreement; and

WHEREAS, the Trustees and the Participants desire to establish the terms and conditions under which the Trust will be operated.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party, one to the other, the Participants do hereby give and assign in trust the annual contributions and all income therefrom, and such other sums as may be made part of the Trust, to the Trustees, and the Trustees hereby accept the trusts herein contained and declare that they will administer, manage, collect,

receive, dispose of, and distribute such trust property for the benefit of the Participants as hereinafter provided, all parties agreeing to abide by the terms and covenants contained in this Agreement, as follows:

ARTICLE I

DEFINITIONS

1.01 Definitions. The terms defined in this Section 1.01 and in the preambles hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement and of any amendment or supplement hereto shall have the respective meanings specified in this Section 1.01 and said Preamble.

Actuary - The actuarial firm selected by the Trustees, whose duties shall include, but not be limited to, the evaluation of underwriting or loss data submitted by eligible Participants and the rendering of opinions and certifications as required by the Board of Trustees in accordance with the Trust Agreement and By-Laws.

Adjustments - A decrease or increase of a Participant's annual contribution as determined by the Board of Trustees in accordance with the Trust Agreement and By-Laws.

Administrator or Trust Administrator - The individual or entity responsible for the day to day operations of the Trust.

Agreement or Trust Agreement - The Delaware Valley Health Trust Agreement, as set forth herein and as amended from time to time.

Application - The documents which must be submitted by all eligible applicants for admission to the Trust, including, but not limited to, any claims and census data, or any other information which an eligible applicant may be required to provide for admission to the Trust.

Assessments - Any additional payment(s) to the Trust which a Participant may be required to make as determined by the Board of Trustees in accordance with the Trust Agreement and By-Laws.

Board of Trustees - The governing body of the Delaware Valley Health Trust whose members are selected in accordance with the Trust Agreement and By-Laws.

By-Laws - The By-Laws governing the operation of the Trust as adopted and amended by the Board of Trustees in accordance with this Agreement.

Capitalization Contribution - Payments made by the initial Participants to create the Trust.

Contact Person - An individual designated by each Participant as a liaison between that Participant and the Board of Trustees, and the Trust's officers, employees or agents.

Contribution - The amount of money determined by the Board of Trustees and charged to each Participant during the Trust Year in exchange for the benefits as adjusted on a monthly basis under the Health Benefits Plans.

Coverage Period - The one year period in which each Participant will be provided coverage under the Health Benefits Plans in exchange for monthly contribution payments for that coverage period.

Dividends - Monies paid to Participants as determined by the Board of Trustees which are in excess of those funds required for the payment of claims and administrative expenses.

Effective Date - A date determined by the Trustees on which a Participant will be provided health benefits as set forth in the Health Benefits Plans.

Executive Committee - The committee appointed by the Board of Trustees in accordance with this Agreement and the By-Laws.

Expulsion - The involuntary removal or termination of a Participant from the Trust by action of the Trustees as provided in this Agreement and any applicable By-Laws.

Fiscal Agent(s) - Financial institutions selected by the Board of Trustees to handle and invest the monies held in the various funds administered by the Trust in accordance with this Agreement and any applicable By-Laws.

Fund - A fund established by the Board of Trustees in accordance with the Trust Agreement and By-Laws for the purpose of paying all claims and administrative expenses of the Trust.

Group Master Health Benefits Contracts - The contracts or agreements between the Trust and the company selected by the Board of Trustees to administer the Health Benefit Plans.

Health Benefits - Various forms of health benefits provided by and/or through the Trust, including hospitalization, medical, surgical, dental and other health care services.

Health Benefits Plans - Any documents containing a description of the health benefits provided by and/or through the Trust, and the terms and conditions applicable thereto.

Initial Participants - Those Participants who are initial signatories to this Agreement and became Participants in the Trust on or before January 1, 1999.

Local Government - Any political subdivision or local agency of the Commonwealth of Pennsylvania and the State of Delaware. This definition includes any cities, towns, townships, boroughs, school districts, counties, authorities and intergovernmental entities (including commissions and school district intermediate units), volunteer fire companies and other local government units and agencies eligible for participation in the Delaware Valley Health Trust.

Participant - Any city, township, borough, school district, county, authority or any intergovernmental entity (including commissions and school district intermediate units), volunteer fire companies and other local government units and agencies eligible to participate in the Trust which becomes a party to this Agreement and whose participation in the Trust has not been terminated in accordance with this Agreement and any applicable By-Laws.

Rate Stabilization Fund - A fund established by the Trust which can be used by Participants to reduce the cost of their annual contributions.

Service Agents - One or more service companies or consultants employed by the Trustees to be responsible for underwriting matters, claims administration, loss control, accounting and such other duties as determined by the Board of Trustees and specified by contract.

Service Contract - Any contract for service between the Trust and a Service Agent.

Surplus - Net worth of the Trust since its inception.

Termination or Terminated - The voluntary withdrawal or involuntary expulsion of a Participant from the Trust in accordance with this Agreement and any applicable By-Laws.

Third Party Administrator - The company retained by the Trust to administer the payment of benefits under the Health Benefits Plans and in accordance with the Group Master Health Benefits Contracts.

Trust - The Delaware Valley Health Trust,

Trust Year - The first fiscal year of the Trust shall commence on April 1, 1999 and ended on December 31, 1999. Thereafter, the Trust fiscal year shall run from January 1 to December 31 of all subsequent years.

Trustee - Each person serving as a member of the Board of Trustees referred to from time to time, collectively as the "Trustees" or "Board of Trustees" or "Board".

Underwriting Consultant - Advisor or firm selected to assist the Trust with underwriting and rating requirements for current Participants and new applicants.

1.02 Interpretation. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Headings or titles to Articles, Sections, and other subdivisions of this Agreement are for convenience only and shall be given no effect, meaning, or construction whatsoever and shall not define or limit any provision of this Agreement.

ARTICLE II

TRUSTEES

2.01 Qualifications of a Trustee.

(a) A Trustee shall be either (1) an elected or appointed official of a Participant, including any Township or Borough Managers, or (2) an employee of a Participant with expertise in finance or health benefits.

(b) A Trustee shall not be employed by or have any direct or indirect financial interest in any Service Agent or other organization providing service to the Trust.

(c) Nor shall a Trustee have any other conflict of interest within the meaning of the Pa. Ethics Act, 65 Pa. C.S. §1101 *et seq.*, as amended, or, where applicable, any comparable law or regulation of the State of Delaware.

2.02 Composition of Board of Trustees.

The Trust shall be governed by a Board of Trustees. No Participant shall be represented by more than one Trustee on the Board of Trustees. However, a Participant may authorize its Trustee to appoint an Alternate for a scheduled meeting or event of the Board. An Alternate shall have the full voting rights and powers granted to the Trustee. All members of the initial Board of Trustees were appointed to serve a term commencing upon April 1, 1999 and expiring on December 31, 1999.

2.03 Election of Trustees.

The initial Board of Trustees shall provide in the By-Laws for the form and method of election of subsequent Trustees.

2.04 Resignation of a Trustee.

A Trustee may resign by giving at least thirty (30) days prior notice in writing sent by registered mail to the Chairman of the Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on such date.

2.05 Removal of Trustees.

A Trustee may be removed from office in accordance with the By-Laws if he or she fails, or subsequently ceases, to meet the qualifications of Section 2.01 hereof; and may be removed if he fails to attend three (3) consecutive meetings of the Board or is terminated for cause by a 2/3 vote of the Trustees. Upon removal of a Trustee, the position shall be filled pursuant to Section 2.06 hereof.

2.06 New Trustees.

(a) In the event a Trustee resigns, is removed or is otherwise unable to serve, the Participant represented by that Trustee shall appoint a replacement to complete the original Trustee's term of office.

(b) Any Trustee, upon leaving office, shall forthwith turn over and deliver to the principal office of the Trust, any and all records, books, documents or other property in his or her possession or under his control which belong to the Trust.

2.07 Board Chairman and Executive Committee.

The Trustees shall elect a Chairman of the Board by simple majority vote whose duties shall be set forth in the By-Laws. The Trustees shall also appoint an Executive Committee by

majority vote consisting of not less than five (5) Trustees, two of whom will be the Chairman and Vice Chairman of the Board of Trustees. The Trustees may delegate in writing to the Executive Committee such powers and duties as the Trustees deem appropriate and desirable except the exercise of those powers for which a two-thirds majority vote of the Trustees is required. The Executive Committee shall meet as determined by the Chairman of the Board of Trustees.

ARTICLE III

PARTICIPANTS

3.01 Eligibility Requirements.

(a) Participation in the Trust shall be limited to municipalities, school districts, counties, authorities and any intergovernmental entities (including commissions and school district intermediate units), volunteer fire companies and other local government units and agencies of the Commonwealth of Pennsylvania and the State of Delaware that otherwise satisfy the underwriting standards and other eligibility requirements set forth in this Agreement. Only paid employees of volunteer fire companies shall be eligible to enroll in the Health Benefit Plans. The Executive Committee reserves the right to require any applicant to pay an application fee.

(b) Each Participant shall meet the underwriting standards and other requirements established by the Board of Trustees.

(c) Each Participant shall have a loss or claims history which does not present an undue risk to the actuarial soundness of the Trust.

(d) Each Participant must receive a positive recommendation from the Underwriting Consultant prior to acceptance. This recommendation will be based upon an analysis conducted by the Underwriting Consultant which may include an evaluation of the applicant's loss or claims history, if such data is available.

(e) Each Participant must be professionally managed, utilizing International City Management Association ("ICMA") Recognition Criteria, or satisfy equivalent management criteria adopted by the Executive Committee.

(f) Each Participant must agree to make a commitment to participate in the Trust for a minimum period of at least two (2) years or more, depending upon which period is necessary, in the judgment of the Executive Committee, acting upon the recommendation of the Underwriting Consultant, to assure the

fiscal and actuarial soundness of the Trust.

(g) The Executive Committee, acting upon the recommendation of the Underwriting Consultant, may establish any other conditions upon an applicant for participation in the Trust as reasonably required under the circumstances.

3.02 Approval of Participants.

(a) All applicants must pay an application fee as determined by the Executive Committee.

(b) All applicants must provide all underwriting information requested by the Executive Committee, including any census and claims data as may be available.

(c) All Participants must be approved by two-thirds (2/3) majority vote of the Board of Trustees. The Administrator must certify in writing that the successful applicant has met all the requirements for admission to the Trust.

(d) Upon approval of a Participant by the Board of Trustees, the Executive Committee shall establish the effective date for the benefits provided to that Participant under the Health Benefits Plans.

(e) Upon execution of this Agreement the applicant shall become a Participant in the Trust and shall be bound by all terms and conditions hereof, including the payment of all contributions when due. Each such Participant shall submit evidence satisfactory to the Trust Administrator of approval for participation by its governing body, including any ordinances or resolutions which may be required under any applicable state law.

3.03 Contributions.

(a) Contributions shall be established by the Executive Committee in consultation with the Underwriting Consultant, the Trust Actuary and the Third Party Administrator. The rates upon which the monthly Contribution is based shall be established at least thirty (30) days before commencement of the Trust Year.

(b) Contributions shall be due and payable as determined by the Executive Committee, in accordance with this Agreement and the Trust By-Laws.

(c) If a Participant fails or refuses to pay its Contributions in full when due and owing, the Executive Committee

may, by 2/3 majority vote, order the Participant to pay the amount due, which order is not appealable to the Board of Trustees and may be enforced as a judgment against the Participant by the Trust in any court of competent jurisdiction. The Executive Committee may also apply any RSF funds held for that Participant toward the amount owed.

3.04 Obligations, Duties and Liabilities of Participants.

(a) Each Participant agrees to fulfill all obligations and duties set forth in this Agreement. The withdrawal or expulsion of any Participant pursuant to this Article III shall not affect this Agreement nor the Trust created herein, except where otherwise expressly provided.

(b) Each Participant is liable under this Agreement for the payment of contributions.

(c) Each Participant will use its best efforts to provide appropriations for the payment of any contributions and assessments required by the Trust.

(d) Each Participant agrees to institute any and all reasonable procedures that may be required by the Trustees for the purpose of minimizing or eliminating health hazards or risks that could contribute to losses, subject to any collective bargaining agreements.

(e) Each Participant agrees that it will cooperate fully with the Trust's Service Agent(s), attorneys, Third Party Administrator and any other agent or employee of the Trust in relation to the purposes and powers of the Trust, including, but not limited to, the evaluation and payment of claims.

(f) Each Participant agrees to designate its Trustee as the Contact Person to be responsible for all contacts with the Trust. The Trustees, the Administrator and the service agent(s) shall not be required to contact any other individual except the Trustee in dealing with the Participant. Any notice to or any agreements with the Trustee shall be binding upon the Participant.

(g) The Participants will furnish to the Trustees such underwriting information as may be required by the Executive Committee prior to the end of the Trust Year, and any other information which may be requested by the Board or the Executive Committee.

(h) Participants hereby acknowledge and agree that this Agreement may be amended, altered or modified pursuant to Article VIII hereof. Any amendment adopted pursuant to the

provisions of Article VIII hereof shall be considered by each Participant to be a reasonable and proper amendment to the Agreement.

(i) As further provided in Section 6.03, all coverage-related grievances and complaints by enrollees must be submitted and resolved in accordance with the applicable Health Benefit Plans and Group Master Health Benefit Contract(s), subject to the requirements of the Patient Protection and Affordable Care Act and regulations promulgated thereunder, as well as any state laws and regulations which may also apply.

(j) The Participants further agree that once a decision is rendered by the Board of Trustees or, if applicable, the Executive Committee, in a dispute regarding the expulsion or withdrawal of a Participant, the decision by the Board or the Executive Committee shall be final and legally binding on the Participant and the Trust. Neither the Trust nor the Participant shall have any right to challenge that decision in any arbitration proceeding or in any action before any court of competent jurisdiction. That notwithstanding, the Participants and the Trust only reserve the right to file an action in such a court solely to enforce the decision by the Board or the Executive Committee.

3.05 Expulsion and Withdrawal of Participants.

(a) Expulsion. The Trustees shall have the authority by an affirmative vote of two-thirds (2/3) of all Trustees to expel any Participant from the Trust for cause, including but not limited to, the following:

- (1) Failure to pay any contributions or assessments when due;
- (2) Failure to implement any reasonable measures or guidelines established by the Executive Committee;
- (3) Failure to cooperate with any claims personnel or agents of the Trust;
- (4) Failure to provide any information requested by the Administrator, Board of Trustees or any agent or representative of the Trust as required for the evaluation and payment of any claims covered under the Health Benefits Plans;

- (5) Knowing and willful failure to observe and perform any covenants, conditions or agreements on its part to be observed or performed in the Trust Agreement and any related documents or agreements, including the Health Benefits Plans;
- (6) The filing of a petition in bankruptcy, or the subjection of any right or interest of a Participant under the Health Benefits Plans to any execution, garnishment, attachment, adjudication of such Participant as a bankrupt, assignment by such Participant for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to that Participant in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar state or federal statute which may thereafter be enacted;
- (7) The assignment by a Participant of any right, interest or obligation in this Trust Agreement without first obtaining the approval of a two-thirds majority of the Board of Trustees.
- (8) Knowingly taking any action detrimental to the fiscal and/or actuarial soundness of the Trust.

Expulsion shall become effective after sixty (60) days written notice to the Participant, or ten (10) days written notice for non-payment of Contribution, and no liability shall accrue to the Trust after the effective date of expulsion except as provided in Section 3.05(c) hereof.

All decisions by the Board expelling a Participant shall be final with no right for a further appeal or arbitration of that decision. The Participant whose expulsion is sought shall have a full and fair opportunity to appear before the Board and present any evidence on its behalf before the Board renders its decision.

The Participant, upon notification of expulsion, understands coverage will terminate and the Participant will be responsible to secure adequate health benefits coverages so that such coverages are in effect on the effective date of the Participant's expulsion.

Upon expulsion, a Participant shall forfeit any and all of its rights to any dividends and Rate Stabilization Fund monies to which it may otherwise be entitled, which forfeiture shall occur upon the effective date of the Participant's expulsion from the Trust. The Participant may also be required to pay in full any unpaid contributions and assessments as determined by the Executive Committee.

Upon expulsion, a Participant may be required to pay additional assessments as determined by the Executive Committee, acting on behalf of the Board of Trustees. A Participant may be required to pay such assessments after the effective date of its expulsion caused by deficits which occurred because of claims which were paid while that Participant was afforded coverage under the Health Benefits Plans.

(b) Withdrawal by a Participant. As provided herein, each Participant hereby agrees that it shall not withdraw from the Trust for a period of two (2) years from the date upon which it was first admitted as a Participant, or any longer period as set by the Underwriting Consultant and agreed to by the Participant upon admission to the Trust. In addition, it is also agreed that each Participant may withdraw from the Trust only after giving one hundred twenty (120) days prior written notice to the Board of Trustees which withdrawal will be effective on the first day of the Participant's next fiscal year - unless:

(1) An opinion is rendered by the Trust's Actuary or Underwriting Consultant that such withdrawal will result in the number of Participants falling below the minimum required to assure the fiscal and actuarial soundness of the Trust itself;

(2) The withdrawing Participant is then in default of its obligation to pay contributions or assessments.

The above conditions notwithstanding, the Executive Committee may allow a Participant to withdraw from the Trust even if any of the conditions above for withdrawal have not been met, without waiving the Trust's right to recover any outstanding contributions or assessments from that Participant.

Should a Participant decide to reduce its total employee enrollment in the Trust's Health Benefits Plans by twenty-five percent (25%) or more, such a reduction in enrollment will constitute a deemed "withdrawal" of the Participant from the Trust under this subsection 3.05(b). In the event of such a withdrawal all of the notice requirements and other provisions in this subsection shall fully apply. Acting in the best interests of the Trust, the Executive Committee may waive this provision and take other measures as the Committee finds appropriate under the circumstances.

Upon the effective date of withdrawal, or at any time thereafter, a Participant may be required to pay additional assessments as required by the Executive Committee, acting on behalf of the Board of Trustees, in accordance with this Agreement and the By-Laws, based upon any deficits which were caused by any claims paid while that Participant was provided coverage under the Health Benefits Plans. Upon withdrawal, a Participant shall forfeit any of its rights to dividends and any Rate Stabilization Fund monies to which the Participant may otherwise be entitled, which forfeiture shall occur upon the effective date of the Participant's withdrawal. The Executive Committee, acting on behalf of the Board of Trustees, also has the right to impose any other conditions upon the withdrawal of a Participant that may reasonably be required under the circumstances, including the payment of any unpaid Contributions due upon the effective date of withdrawal.

If there is a dispute over the withdrawal of a Participant, that Participant will have a full and fair opportunity to present any relevant evidence or information to the Executive Committee, which shall decide the dispute by majority vote. All decisions by the Executive Committee regarding the withdrawal of a Participant shall be final, with no right for a further appeal or arbitration of that decision.

(c) Liability of Trust after Withdrawal or Expulsion of a Participant.

(1) For those claims for benefits covered and payable under the Health Benefits Plans, the Trust shall continue to service and otherwise be responsible for any covered claims incurred prior to expulsion or withdrawal of a Participant.

(2) In addition to forfeiture as provided in subsections 3.05 (a) and (b) above, no dividends or Rate Stabilization Fund monies shall be paid to a Participant who has been expelled or has voluntarily withdrawn after the effective date of withdrawal or expulsion.

ARTICLE IV

ACCEPTANCE OF TRUST

4.01 Acceptance. Trustees hereby accept the trusts imposed upon them by this Agreement and agree to perform said trust in accordance with the terms and conditions of this Agreement. Trustees shall hold legal title to all property of the Trust and shall have absolute and exclusive power and control over the management and conduct of the business of the Trust.

4.02 Future Trustees. Whenever any change shall occur in the Board of Trustees, the legal title to the property hereby created by this Trust shall pass to those duly appointed Trustees. Each future Trustee appointed in accordance with this Agreement shall accept the Office of Trustee and the terms and conditions of this Agreement in writing.

4.03 Trustees' Duties and Obligations. The Trustees shall discharge their duties and obligations under this Agreement solely in the interests of the Participants with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

The Trustees shall adopt By-Laws for the management and control of the Trust, so long as such By-Laws are not inconsistent or in conflict with the terms and provisions of this Agreement. Said By-Laws may be amended by the Trustees as they shall provide.

4.04 Liability of Trustees.

(a) The Trustees shall not be liable for errors of judgment either in holding property originally conveyed to them, in acquiring and afterwards holding additional property, in the performance of their duties hereunder, nor for any act or omission to act, performed or omitted by them, in the execution of the trusts created hereunder.

(b) Every act done, power exercised or obligation assumed by the Trustees, pursuant to the provisions of this Agreement, or in carrying out the trusts herein contained, shall be held to be done, exercised or assumed by them as Trustees and not as individuals, and any person or corporation contracting with the Trustees, shall look only to the Trust and property of the Trust available for payment under such contract, or for the payment of any debt, mortgage, judgment or decree or the payment of any money that may otherwise become due or payable on account of the trusts herein provided for, and any other obligation arising out of this Agreement in whole or in part, and neither the Trustees nor the Participants, present or future, shall be personally liable therefore.

(c) Notwithstanding the provisions of (a) and (b) above, a Trustee shall be personally liable in connection with the performance of his duties hereunder for his own willful misconduct or gross negligence.

(d) The Board of Trustees shall use their best efforts to purchase so-called directors and officers liability insurance.

ARTICLE V

OPERATION OF THE TRUSTEES

5.01 Office. The Trustees shall designate a principal office of the Trust. Such principal office shall be in the County of Montgomery in the Commonwealth of Pennsylvania. At such principal office there shall be maintained the books, reports and records pertaining to the Trust and its administration.

5.02 Meetings. There shall be an annual meeting of the Trustees on a day and at a place designated by the Trustees. At the annual meeting the Trustees shall elect a Chairman and such other officers as provided in the By-Laws and transact such other business as may come before them. The Trustees shall hold such other meetings and shall establish such procedures for the conduct of those meetings as they shall provide in the By-Laws.

5.03 Extraordinary Votes. Unless otherwise specifically stated in this Agreement, an affirmative vote of two-thirds (2/3) of all Trustees shall be required to expel or admit a Participant, and amend this Agreement.

5.04 Indemnification.

(a) The Trust shall indemnify and defend: (i) each member of the Board of Trustees and the estate, executor, administrator, personal representatives, heirs, legatees and devisees of any such person; and (ii) every officer and employee of the Trust and the estate, executor, administrator, personal representatives, heirs, legatees or devisees of such person; against all claims, suits or judgments including interest, fines, amounts paid or agreed upon in settlement, reasonable costs and expenses including attorneys, fees and any other liability that may be incurred as a result of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, prosecuted or threatened to be prosecuted, for or on account of any act performed or omitted or obligation entered into, if done or omitted in good faith without intent to defraud and within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interest of and in connection with the administration, management, conduct or affairs of the Trust, and with respect to any criminal actions or proceedings, in addition, had no reasonable cause to believe that his or its conduct was unlawful. Provided, however, that if any such claim, action, suit, or proceeding is compromised or settled, it must be done with the prior and express approval of the Board of Trustees or such other persons as may be authorized to make determinations with respect to indemnification pursuant to subparagraph (d) of this Section.

(b) Such indemnification and defense shall not depend upon whether or not such person is a member of the Board of Trustees at the time such claim, action, suit or proceeding is begun, prosecuted or threatened.

(c) The right of indemnification and defense hereunder shall not be exclusive of other rights such person or Board may have as a matter of law or otherwise.

(d) In each instance in which a question of defense and/or indemnification hereunder arises, determination to indemnification hereunder, and the time, manner and amount of payment thereof, shall be made by a majority vote of a quorum of the Board of Trustees provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification hereunder as a result of the same occurrence or the number of Board of Trustees members eligible to vote does not constitute a quorum, such determination in the first instance shall be made by independent legal counsel retained by the Trust for the purpose of making the determination. Nothing in this paragraph is intended to make an adverse determination finally binding upon the person seeking indemnity under this Section, or to preclude any such person from appealing an adverse determination against him or it, or from instituting legal proceedings to enforce a right of indemnification under this Section.

(e) The indemnification and defense provided for in this Section shall be deemed to be an expense of the Trust which may be paid from the operating funds.

(f) The indemnification and defense provided by this Section shall be secondary to any benefits which the person may be entitled to receive from any applicable insurance policy providing Directors and officers, Errors and Omissions or other applicable insurance coverages which have been procured by the Trust or for which the Trust paid the required premium. The indemnification provided by this Section shall be primary over any indemnification provided by a trustee at his or her own expense.

(g) (1) Notwithstanding any other provision of this Section to the contrary, a person may seek, and the Trust may pay, advance indemnification prior to the rendering of a final determination of entitlement to indemnification pursuant to the provisions of subparagraph (d) of this Section. Any award of such advance indemnification by the Trust shall be discretionary and subject to the provisions of this Section.

(2) In each instance where a question of advance indemnification hereunder arises, determination of the right to indemnification and of any conditions or restrictions attached thereto shall be made by a majority vote of a quorum of the Board of Trustees provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification as a result of the same occurrence or the number of members of the Board of Trustees eligible to vote does not constitute a quorum, such determination shall be made by independent legal counsel retained by the Trust for the purpose of making the determination.

(3) Any determination of advance indemnification shall be discretionary and may provide for the time, manner and amounts advanced hereunder and shall include such limitations as may be deemed appropriate in the particular circumstances on rate of payment, the total amount to be advanced and the security, if required, for repayment of such advances.

(4) Any advance authorized hereunder shall be repaid to the Trust if the person on whose behalf the advance was made is not entitled to indemnification of his costs and expenses under the provisions and in accordance with the standards for indemnification provided in this Section.

ARTICLE VI

PURPOSE OF THE TRUST; POWERS OF TRUSTEES

6.01 Purposes of Trust. The purposes and objectives of the Trust are as follows:

(a) To provide high quality health benefits for each Participant at the lowest possible cost;

(b) To minimize and better control claims handling and administrative expenses;

(c) To protect each Participant from the volatility and high premiums of the commercial health insurance markets; and

(d) To take whatever other action which may be necessary to preserve and protect the fiscal and actuarial integrity of the Trust, as provided in the Trust Agreement and By-Laws.

The association being formed hereunder is intended to be a trust under the laws of the Commonwealth of Pennsylvania.

It is the express intent of the Participants entering into this Trust Agreement that they do not intend to waive, and are not waiving, any of the immunities which they or their elected or appointed officials, employees and agents have now, and may have in the future.

6.02 Powers of Trustees. The Trustees shall have the power to control and manage the Trust and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust or to carry out the purposes of this Agreement. Any determination made by the Trustees in the exercise of these powers shall be binding upon all Participants. In addition to the powers set forth elsewhere in this Agreement, the powers and duties of the Trustees in connection with their managing and controlling the Trust shall include, but shall not be limited to, the following:

(a) To see that the Trust is safely and prudently administered to insure its financial stability and to be responsible for the investment of Trust monies at the best return possible in accordance with all applicable state and federal law.

(b) To receive, hold, manage, invest, reinvest, and control all monies at any time forming part of the Trust.

(c) To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.

(d) To borrow or raise money for the purpose of financing any self-insurance reserves of the Trust to the extent authorized under state and federal law. However, no such debt shall be incurred by the Trust, its Participants or any entity created for that purpose without the consent of all Participants and compliance with all state and federal laws.

(e) To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

(f) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance, including, but not limited to, deeds, leases, mortgages, conveyances, contracts, waivers and releases, and any and all other instruments that may be necessary or appropriate to carry out the powers herein

granted.

(g) To employ suitable agents, advisors and other persons as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and employees and to charge the expense thereof to the Trust. Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney or Service Agent approved by the Trustees in the exercise of reasonable care. Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in the By-Laws or the written minutes of the Trustees' meetings.

(h) To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretion, rights and duties conferred or imposed upon the Trustees hereunder, or by law.

(i) To construe and interpret this Trust Agreement and any related documents, including the By-Laws, and Health Benefits Plans.

(j) To receive from Participants and other relevant sources, such information as shall be necessary for the proper administration of the Trust.

(k) To maintain bank accounts for the administration of the Trust and to authorize certain Trustees, the Trust Administrator, Service Agent or other appropriate persons to make payments from any such account for purposes of the Trust.

(l) To receive and review reports of the financial condition and of the receipts and disbursements of the Trust.

(m) To adopt By-Laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including membership criteria, provided the same are consistent with the terms of this Agreement.

(n) To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Trust as a general administrative expense to the extent permitted by applicable law.

(o) To purchase as a general administrative expense of the Trust so-called directors and officers liability insurance and any other types insurance for the benefit of the Trust, the Trustees, Trust employees, or agents, including group insurance, employee benefits and social security.

(p) To enter into any and all contracts and agreements for carrying out the terms of this Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on Participants and Participants' employees. All such contracts and agreements, or other legal documents herein authorized, shall be approved by the Trustees and shall be executed by individuals authorized by the Trustees. This paragraph does not apply to the issuance of municipal debt for the funding of any self-insurance reserves.

(q) To write off as uncollectible any Participant's Premium or any other indebtedness or other obligation as the Trustee may deem appropriate. A decision to write off as uncollectible shall be deemed appropriate if the Trustees determine that the unlikelihood of collection or the anticipated expense of collecting justifies such action. This paragraph does not apply to the issuance of debt for the funding of any self-insurance reserves.

(r) To receive premiums, contributions or assessments from any source whatsoever but such monies may not be utilized for any purpose unrelated to the purposes herein provided.

(s) To pay or contest any claim or to settle a claim by or against the Trust or any of its Participants by negotiation, compromise, arbitration, or otherwise.

(t) To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

(u) To review Applications for memberships in the Trust submitted to them and to approve or disapprove such Applications.

(v) To expel or cancel the coverage of any Participant in accordance with the terms of this Agreement.

(w) To amend the Health Benefits Plans and Group Master Health Benefits Contracts.

(x) To make provision for proper accounting and reporting procedures for each of the Participants so that the

Participants shall be informed at all times of the nature of the claims arising within their jurisdiction, the manner in which these claims are being handled, and the impact of those claims upon the Trust.

(y) To purchase an employee fidelity bond covering the Trustees, the Administrator and such others as the Trustees may determine.

(z) To require assessments from each Participant in an amount equal to the ratio of that Participant's annual contribution to the total annual contributions paid by all Participants in the year in which a deficit occurred. Such payment shall not exceed two (2) times the Participant's total contribution for the year in which the assessment must be paid. Such amounts shall be certified by the Board as necessary for that purpose to the Participants.

(aa) To hold all property received by the Trustees, which together with the income and gains therefrom and additions thereto, shall constitute the corpus of the Trust.

(bb) To appoint for a fee or otherwise, a Trust Administrator who shall act at the direction of the Trustees to implement the decisions of the Trustees and to have direct responsibility for the operation and supervision of the Trust. The Trust Administrator shall not be an owner, officer or employee of the Service Agent or broker of the Trust.

(cc) To employ and oversee one or more independent service companies and/or consultants to act as Service Agent(s). The services of a Service Agent shall be performed pursuant to a written agreement between the Service Agent and the Trust, and the Service Agent(s) shall be compensated from the Trust for such services. The Trustees may delegate to a Service Agent responsibility for underwriting matters, claims administration and disbursement, collection of Premiums, and other duties as are specified in the Service contract. The Trustees shall require any Service Agent who handles monies of the Trust to furnish an employee fidelity bond indemnifying the Trust. The proper limit of liability to be set for such bond shall be as determined by the Trustees, but not less than a fifty thousand (\$50,000) dollar limit per loss should be established.

(dd) To employ counsel to advise and represent the Trustees on legal matters relating to the operation and administration of the Trust, and represent Participants in the defense of claims or suits.

(ee) To employ an independent certified public accountant to conduct an annual audit of the financial statements

of the Trust at the close of the Trust Year, such audit report to be submitted to the Participants no more than six (6) months after the close of the Trust Year.

(ff) To employ a Fiscal Agent and delegate to it the duties to hold the monies of the Trust and to invest and reinvest all or part of the principal and interest of the Trust's reserves, Surplus and other funds in accordance with the requirements of an investment policy adopted by a majority of the Board of Trustees.

(gg) To appoint any subcommittees of the Board as may be necessary for the operation of the Trust.

(hh) To employ an actuarial firm to review, at least annually, the expected losses and recommend reserve requirements for the Trust.

(ii) To provide for the resolution of all disputes between Participants and the Trust; and

(jj) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary in the best interests of the Trust.

6.03 Payment of Claims and Claims Disputes. The payment of claims and the resolution of claims disputes will be done as set forth below.

(a) Acceptance and Denial of Claims - The acceptance and denial of claims shall be made in accordance with the terms and conditions of the applicable Health Benefits Plans and the Group Master Health Benefits Contract(s), subject to the requirements of the Patient Protection and Affordable Care Act and regulations promulgated thereunder, as well as any state laws and regulations which may also apply.

(b) Claims Disputes - All claims disputes shall be resolved in accordance with the internal appeals and external review procedures adopted by the Trust in accordance with the Patient Protection and Affordable Care Act and regulations promulgated thereunder, as well as any state laws and regulations which may also apply.

ARTICLE VII

OPERATION OF THE TRUST FUNDS; REVENUES

7.01 Payment of Contributions and Assessments. Each Participant hereby agrees to be jointly and severally obligated

with all other Participants for the payments to the various funds established under the Trust as set forth below:

(a) Contributions - Contributions must be paid by each Participant as a condition for obtaining coverage for a single coverage period. Rates upon which those contributions are based shall be established, and may be adjusted upward or downward, on an annual basis, by the Executive Committee. Contributions shall include:

- (1) An amount for the payment of all Trust administrative expenses;
- (2) An amount for the payment of health benefits and related expenses; and
- (3) An amount paid as a risk margin payable to the Trust, from which all dividends will be paid.

(b) Assessments - Any additional payments to the Trust which Participants may be required to make upon a finding by the Board of Trustees and the Underwriting Consultant that such assessments are required to preserve the fiscal and actuarial soundness of the Trust and its ability to pay claims and otherwise satisfy any outstanding indebtedness, where the assessments are needed to eliminate any deficits which occurred while those Participants were afforded coverage under the Health Benefits Plans.

All assessments shall be made in an amount equal to the ratio of the Participant's annual contribution to the total annual contributions paid by all Participants in the Trust year in which a deficit occurred. No Participant shall be required to make any assessments in any single Trust year greater than two (2) times the annual contribution paid by that Participant for the Trust year in which the assessment is to be made.

After the withdrawal or expulsion of a Participant, that Participant shall remain liable for any additional payments it is required to make, including any assessments for any periods during which that Participant was provided coverage.

7.02 Establishment of Bank Accounts. The Trust Administrator shall establish one or more checking accounts, which may be interest or non-interest bearing accounts, with the Fiscal Agent in the name of the Trust.

7.03 Dividends and Rate Stabilization Funds

(a) Dividends. Any funds in Surplus as the Trustees may deem necessary or prudent may be returned to the Participants as dividends by the Board of Trustees. Dividends to each Participant will be based upon the loss experience of the Trust as a whole, the size of each Participant's Contributions, and the loss experience of the individual Participant. No dividends shall be paid to any Participant unless the Trust Underwriting Consultant certifies in writing to the Executive Committee that said dividends shall not adversely affect the fiscal or actuarial soundness of the Trust and its ability to satisfy any indebtedness incurred by the Trust, any Participant or any other entity on behalf of the Trust in furtherance of its purposes and objectives.

(b) Rate Stabilization Fund ("RSF"). A fund established by the Board of Trustees as a way of returning surplus funds to Participants to be used as credits toward the payment of their annual contributions or premiums upon renewal. The total amount appropriated for the RSF is determined by the Executive Committee. As determined by the Executive Committee, each Participant may receive a share of that appropriation based on their proportion of the total annual premiums or contributions paid to the Trust and the losses incurred by the Trust.

7.04 Deficits. In the event of a deficit for any Trust Year, the deficit shall be made up from any of the following:

- (1) Any contributions paid by Participants in the Trust;
- (2) Unencumbered funds, including monies from the Surplus; and
- (3) Any assessments paid by Participants as required by the Board of Trustees.

7.05 Bonds. The Trustees may require that a fidelity bond be furnished as to all persons handling money for or on behalf of the Trustees, including but not limited to, individual Trustees, the Administrator and the Service Agent.

ARTICLE VIII

AMENDMENTS

8.01 Consent of Trustees. The terms and provisions of

this Agreement may be amended at any time by a two-thirds (2/3) vote of the Trustees for one (1) or more of the following purposes:

(a) To cure any ambiguity, defect or omission in this Agreement;

(b) To change or modify any provision of this Agreement so as to comply with any applicable law, regulation or administrative ruling which may be in effect; or

(c) For any other purpose consistent with the purposes of the Trust.

8.02 Limitation on Amendments. No amendment shall be adopted which alters the basic purpose of the Trust or alters the rights of Participants to receive dividends as provided in Section 7.03 hereof or alters the obligation of Participants to pay any assessments which may be established under Section 7.01 hereof, which amendments would jeopardize the actuarial and fiscal soundness of the Trust.

ARTICLE IX

TERMINATION

9.01 Term of Trust. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by two-thirds (2/3) of the entire Board of Trustees.

9.02 Termination of the Trust. In the event of termination of the Trust, the Participants covenant and agree to make any provision for the payment of any outstanding municipal indebtedness and for the payment of claims against the Trust or its Participants as may be required by the Board of Trustees, including the deposit with the Trustees of funds, surety bonds, or such other guarantees of payment as deemed required and sufficient by the Trustees. Upon termination, the Trustees shall continue to serve as Trustees to wind up the affairs of the Trust, including providing for all outstanding obligations, and each Participant shall be entitled to receive distribution of its pro rata share of any remaining funds, the calculation of such distribution to be determined by the Trustees.

ARTICLE X

MISCELLANEOUS

10.01 Title to the Trust. Title to the Trust shall be vested in and remain exclusively in the Trustees to carry out the purposes hereunder and no Participant or any official, employee or agent of any Participant nor any individual shall have any right, title or interest in the Trust nor any right to contributions made or to be made thereto, nor any claim against any Participant on account thereof, except to the extent of the right of Participants to receive their pro rata share of any excess funds as provided hereunder.

No Participant may assign any right, claim or interest it may have under this Agreement.

10.02 Execution of Documents. The Trustees may authorize any Trustee or the Administrator to execute any notice, certificate or other written instrument relating to the Trust (except an instrument of amendment or termination) and all persons, partnerships, corporations, or associations may rely upon such notice or instrument so executed as having been duly authorized and as binding on the Trust and the Trustees.

10.03 Notice. All notices, requests, demands and other communications related to this Agreement, unless otherwise so provided herein, shall be in writing and shall be deemed to be duly given when sent by first-class, registered or certified mail postage paid, return receipt requested, when personally delivered by hand, or when transmitted by electronic means, at such addresses as have been last provided to the Trust. The initial address for such notices, requests, demands or other communications to the Trustees and each Participant shall be provided to the Administrator.

The parties shall notify the Administrator as to any change in address.

10.04 Construction. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

10.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, by the Trustees and the duly authorized representative of the Participant, of a counterpart signature page in the forms attached hereto, which together with this Agreement and all other duly executed signature pages shall constitute the complete Agreement among all the parties hereto.

10.06 **Subrogation.** Each Participant agrees that in the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the Participant against any person or other entity legally responsible for damages for said loss, and in such event the Participant hereby agrees to render all reasonable assistance, other than pecuniary, to effect recovery.

10.07 **Limitation of Liability.** Liability of the Trust to any Participant is specifically limited to the payment of benefits payable in accordance with the Health Benefits Plans, the terms of this Agreement and any contracts or agreements entered into by the Trust. Nothing contained in this Agreement or in the By-laws thereto or the Health Benefits Plans shall be deemed to create any relationship of surety, indemnification or responsibility between Participants for the debts of or claims against any other Participant. The Trust, Participants and Trustees all hereby disclaim and deny any liability to any individuals for the failure to provide, or the quality of, any health care services covered under the Health Benefits Plans in accordance with all applicable federal and state laws and regulations.

10.08 **Arbitration.**

- (a) Where provided in this Agreement, decisions by the Board of Trustees and Executive Committee shall be final and not subject to arbitration or other alternative dispute resolution procedure.
- (b) All other disputes arising under this Agreement must be resolved by an arbitration panel or some other alternative dispute resolution entity selected by the Executive Committee in accordance with guidelines and procedures adopted by the Board of Trustees.
- (c) As to all disputes arising under this Agreement, neither the Trust nor any Participant may file suit in any court of law except to enforce a decision by the Board of Trustees, Executive Committee, arbitration panel or other alternative dispute resolution entity, whichever may apply in a particular matter.

10.09 **General Representations of Participants.**

(a) The Participant is a body corporate and politic, a local political subdivision or a local agency, school district, county, authority or intergovernmental entity under Pennsylvania or Delaware law. The Participant has the power to enter into this Agreement and any other documents in connection herewith and the

transactions contemplated hereunder and thereunder. The party executing this Agreement on behalf of the Participant has full power and authority to execute same and any documents executed in connection herewith.

(b) This Agreement has been duly and validly executed and is a valid and binding agreement on the Participant, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally and such principles of equity as any court of competent jurisdiction, in its discretion, may impose with respect to remedies which may require enforcement by a court of equity.

10.10 Severability of Invalid Provisions. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the remaining parts of this Agreement shall be construed so as to give practical realization to the purposes intended to be achieved by the parties as if such invalid or illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the Trustees, have executed this Trust Agreement, all as of the date above first mentioned.

WITNESS:

(SEAL) Secretary

Chairperson

IN WITNESS WHEREOF, the undersigned, a local agency of the Commonwealth of Pennsylvania, has caused this Trust Agreement to be executed as of _____.

(Date)

(Name of Local Agency)

Attest:

(SEAL) Secretary

By: _____
(Name of Authorized Representative)

(Title of Authorized Representative)

CERTIFICATE OF AUTHORITY

I, _____ of _____
certify that the above signature has been fully authorized by a
duly adopted ordinance or resolution.

Date: _____ Signed: _____

Secretary



Malvern Fire Company

424 East King Street
Malvern, PA 19355

Main 610-647-0693
Fax 610-647-0249

www.malvernfireco.com

Monthly Fire Operations Report - September 2015

Calls for Month: 29		Year Total: 267		
Call Type	Malvern	Willistown	East Goshen	Other
Automatic Fire Alarm	3	6	1	1
Bomb Threat	0	1	0	0
EMS Assist	2	3	0	0
Fire Police	0	1	0	0
Forcible Entry	2	0	0	1
Investigation - Outside	0	1	0	0
Motor Vehicle Accident	1	2	0	0
Structure Fire	1	0	0	2
Trash	0	1	0	0
MONTH TOTAL	9	15	1	4
YEAR TOTAL	74	146	8	39

Mutual Aid	Given	Received	Month Total	Year Total
Berwyn Fire Co.	0	1	1	12
CCH Medic 91	0	0	0	1
East Whiteland Fire Co.	4	1	5	33
Fame Fire Co.	0	0	0	1
Goshen Fire Co.	0	0	0	19
Goodwill Fire Co.	0	0	0	2
Kimberton Fire Co.	0	0	0	1
Lionville Fire Co.	0	0	0	3
Newtown Sq. Fire Co.	1	0	1	5
Paoli Fire Co.	0	1	1	12
Radnor Fire Co.	0	0	0	4
Uwchlan EMS	0	0	0	1
West Whiteland Fire Co.	0	0	0	1

Total Value of Property & Contents	Total Month Loss	Total Year Loss	Total Saved
\$2,825,000	\$1,000	\$477,200	\$2,347,800

Number of Personnel Attending Calls	Year Total	Hours in Service	Year Total
204	1,982	128.21	1,256.31

Number of Training Sessions	Year Total	Hours in Service	Year Total
4	41	80	1118.75

Number of Special Assignments	Year Total	Hours in Service	Year Total
8	39	87.5	1,424

Total Hours in Service (Month)	Total Hours in Service (Year)
295.71	3,799.06

**Malvern Fire Company EMS
2015 Statistics**

2015		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Calls		238	212	234	237	222	243	225	210	203				2024
Call Types	Emer. Transfer	0	0	0	0	0	0	0	0	0				0
	Event Standby	0	0	0	0	0	0	0	3	0				3
	Fire	6	9	11	14	22	13	17	10	10				112
	Medical	221	196	211	217	190	218	200	187	170				1810
	MVA	11	6	12	6	9	12	8	9	23				96
	Relocate	0	1	0	0	0	0	0	0	0				1
	Routine	0	0	0	0	1	0	0	1	0				2
	Strike	0	0	0	0	0	0	0	0	0				0
ALS/BLS	ALS	178	158	168	173	149	169	141	143	137				1416
	BLS	60	54	66	64	73	74	84	67	66				608
Municipalities	Charlestown Twp.	6	8	11	1	3	7	6	8	9				59
	E. Goshen Twp.	59	40	41	49	39	49	47	39	35				398
	E. Whiteland Twp.	28	26	33	33	40	35	26	25	35				281
	Easttown Twp.	3	1	3	2	3	1	2	3	0				18
	Honey Brook Twp.	1	0	0	0	0	0	0	0	0				1
	Malvern Boro.	20	19	27	21	18	24	21	18	19				187
	Out of County	1	4	0	0	0	0	0	0	0				5
	Tredyffrin Twp.	30	15	13	19	21	17	12	16	23				166
	W. Goshen Twp.	3	4	1	1	1	0	0	1	0				11
	W. Pikeland Twp.	0	0	1	0	0	1	0	0	0				2
	W. Whiteland Twp.	0	1	0	0	0	0	1	0	0				2
	Westtown Twp.	7	0	0	1	1	0	1	1	0				11
Willistown Twp.	80	94	104	110	96	109	109	99	82				883	
Hospital - Outcome	AI	0	0	1	1	0	0	0	0	0				2
	BMH	4	2	2	0	3	1	1	1	1				15
	BMRH	0	0	0	0	1	0	0	0	0				1
	BWH	0	0	0	0	0	0	0	0	1				1
	CCH	9	11	10	15	7	11	13	14	6				96
	Care Transferred	0	0	0	1	0	0	0	0	0				1
	Extended Care Fac.	0	0	0	0	0	0	0	1	0				1
	Event Standby	0	0	0	0	0	0	0	3	0				3
	Fire Standby	5	10	11	14	17	13	17	9	10				106
	Heli	0	0	0	0	1	0	0	0	0				1
	HUP	0	0	0	0	0	0	0	1	0				1
	LH	0	0	0	0	0	0	0	0	1				1
	Lift Assist	2	6	7	0	2	1	2	3	1				24
	No Services	12	13	9	12	14	13	9	5	17				104
	PMH	158	133	167	163	145	166	147	133	130				1342
	PVH	0	1	1	0	0	0	1	0	0				3
	Public Service	0	0	0	0	2	0	0	0	1				3
	Recalled	39	25	20	27	20	26	30	33	29				249
	Refusals	5	5	4	2	9	7	3	7	5				47
	Released to BLS	0	2	0	2	1	2	1	0	0				8
RH	0	2	0	0	0	0	0	0	1				3	
Tx/No Transport	4	2	2	0	0	3	1	0	0				12	
Assist/Assisted	Berwyn	5	1	2	3	6	0	3	1	1				22
	Elverson	1	0	0	0	0	0	0	0	0				1
	E. Whiteland	32	25	34	24	33	37	26	31	34				276
	GFAC	4	2	0	0	1	1	2	0	0				10
	Goshen	54	39	42	49	34	44	43	31	28				364
Kimberton	0	2	0	0	0	1	0	0	0				3	

**Malvern Fire Company EMS
2015 Statistics**

Medic 91	2	2	0	0	1	0	3	1	0				9
Newtown Square	0	0	0	0	1	0	1	1	0				3
Out of Area	1	0	0	0	0	0	0	0	0				1
Paoli	45	24	24	36	25	30	22	27	32				265
Washington Hose	0	0	0	0	1	0	1	0	0				2
Uwchlan	0	1	0	1	0	0	1	0	0				3

Memo

To: Board of Supervisors
From: Jon Altshul
Re: September 2015 Financial Report
Date: October 6, 2015

Net of pass-through accounts, the general fund had revenues of \$8,023,497 and expenses of \$6,984,100, for a year-to-date surplus of \$1,039,397 through the end of September. Compared to the YTD budget, revenues were \$387,376 over-budget and expenses were \$13,496 under-budget, for a positive budget variance of \$400,872. As of September 30th, the general fund balance was \$5,498,398.

Net of core revenues, Public Works is over-budget by \$147,875, or \$54,811 lower than last month due to the timing of resurfacing-related invoices. This trend was offset by a lower than expected quarterly chargeback from the sewer fund for overhead, labor and vehicle operation costs. Park and Recreation was \$24,671 over-budget, due primarily to the timing of the Friends of East Goshen grant for Community Day expenses, which is now expected in October. Other departments were under-budget.

All non-core revenue categories are over-budget through September.

Other funds

Other funds continue to be in a strong position.

- The **State Liquid Fuels Fund** had \$431,062 in revenues and no expenses. The fund balance is \$431,266.
- The **Sinking Fund** had \$21,140 in revenues and \$315,821 in expenses. The fund balance is \$5,942,755.
- The **Transportation Fund** had \$3,398 in revenues and \$10,648 in expenses. The fund balance is \$1,060,604.
- The **Sewer Operating Fund** had \$2,378,820 in revenues and \$2,346,103 in expenses. The fund balance is \$626,258.
- The **Refuse Fund** had \$718,880 in revenues and \$770,185 in expenses. The fund balance is \$697,593.
- The **Sewer Sinking Fund** had \$2,035 in revenues and \$17,838 in expenses. The fund balance is \$1,934,510.
- The **Operating Reserve Fund** had \$2,351 in revenues and no expenses. The fund balance is \$2,477,962.
- The **Events Fund** had \$6 in revenues and no expenses. The fund balance is \$30,013.

2015 Year-End Projections

I am now projecting that the general fund finishes the year with a surplus of \$179,735 and a positive budget variance of \$479,403. This positive forecast reflects much higher than normal Real Estate Transfer Tax, due to two large commercial sales, higher-than-expected permit activity due to a handful of improvements to commercial properties, and savings in the year-end sinking fund transfer due to lower-than-expected engineering costs for the East Boot Road Bridge. Year-end projections for other funds, which are largely identical to what was reported to you last month, are summarized below:

- The **State Liquid Fuels Fund** is projected to have a year-end deficit of \$4 and a year-end fund balance of \$200.
- The **Sinking Fund** is projected to have a year-end deficit of \$19,896 and a year-end fund balance of \$6,217,540.
- The **Transportation Fund** is projected to have a year-end deficit of \$8,411 and a year-end fund balance of \$1,059,442.
- The **Sewer Operating Fund** is projected to have a year-end deficit of \$66,105 and a year-end fund balance of \$527,436.
- The **Refuse Fund** is projected to have a year-end deficit of \$85,431 and a year-end fund balance of \$663,467.
- The **Sewer Sinking Fund** is projected to have a year-end surplus of \$127,420 and a year-end fund balance of \$2,077,732.
- The **Operating Reserve Fund** is projected to have a year-end surplus of \$6,500 and a year-end fund balance of \$2,482,111.
- The **Events Fund** is projected to have a year-end surplus of \$15,008 and a year-end fund balance of \$45,014.

Accounts Receivable

Total Utilities A/R was \$274,018 as of September 30th, the lowest level since 2011.

Real estate tax receivables was \$30,244 as of September 30th, the lowest level at this point of the year since 2012.

EAST GOSHEN TOWNSHIP
SEPTEMBER 2015 FINANCIAL RESULTS
September 30, 2015

Account Title	Annual Budget	Y-T-D Budget	Y-T-D Actual	Budget-Actual Variance
GENERAL FUND				
EMERGENCY SERVICES EXPENSES	4,152,253	3,404,551	3,346,976	(57,575)
PUBLIC WORKS EXPENSES	2,497,796	1,476,913	1,574,718	97,805
ADMINISTRATION EXPENSES	1,805,260	1,207,832	1,173,942	(33,890)
ZONING/PERMITS/CODES EXPENSES	523,728	386,560	362,220	(24,340)
PARK AND RECREATION EXPENSES	582,149	392,374	396,690	4,316
TOTAL CORE FUNCTION EXPENSES	9,561,186	6,868,230	6,854,545	(13,685)
EMERGENCY SERVICES REVENUES	85,977	70,486	57,070	(13,416)
PUBLIC WORKS REVENUES	892,534	331,866	281,796	(50,070)
ADMINISTRATION REVENUES	301,179	247,806	281,765	33,959
ZONING/PERMITS/CODES REVENUES	291,300	196,404	291,711	95,307
PARK AND RECREATION REVENUES	132,987	115,638	95,283	(20,355)
TOTAL CORE FUNCTION REVENUES	1,703,977	962,200	1,007,626	45,426
NET EMERGENCY SERVICES EXPENSES	4,066,276	3,334,065	3,289,906	(44,159)
NET PUBLIC WORKS EXPENSES	1,605,262	1,145,047	1,292,922	147,875
NET ADMINISTRATION EXPENSES	1,504,081	960,026	892,177	(67,849)
NET ZONING/PERMITS/CODES EXPENSES	232,428	190,156	70,508	(119,648)
NET PARK AND RECREATION EXPENSES	449,162	276,736	301,407	24,671
CORE FUNCTION NET SUBTOTAL	7,857,209	5,906,030	5,846,920	(59,110)
DEBT - PRINCIPAL	476,000	0	0	0
DEBT - INTEREST	170,418	129,366	129,555	189
TOTAL DEBT	646,418	129,366	129,555	189
TOTAL CORE FUNCTION NET	8,503,627	6,035,396	5,976,474	(58,922)
NON-CORE FUNCTION REVENUE				
EARNED INCOME TAX	4,775,000	3,581,250	3,619,249	37,999
REAL ESTATE PROPERTY TAX	1,994,211	1,969,149	1,972,720	3,571
REAL ESTATE TRANSFER TAX	640,000	533,638	797,930	264,292
CABLE TV FRANCHISE TAX	455,616	341,712	347,414	5,702
LOCAL SERVICES TAX	310,000	232,500	251,953	19,453
OTHER INCOME	29,132	15,672	26,605	10,933
TOTAL NON CORE FUNCTION REVENUE	8,203,959	6,673,921	7,015,871	341,950
NET RESULT	(299,668)	638,525	1,039,397	400,872

SUMMARY OF FUNDS REPORT (AKA "JOE REPORT")
 ALL FUNDS SEPTEMBER 2015
 * NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

	GENERAL FUND*	LIQUID FUELS STATE FUND	SINKING FUND	TRANSPORT. FUND	SEWER OP. FUND	REFUSE FUND	SEWER SINK FUND	OPERATING RESERVE	EVENTS FUND	TOWNSHIP FUNDS	MUNICIPAL AUTHORITY
01/01/15 BEGINNING BALANCE	\$4,458,873	\$204	6,237,436	1,067,853	593,540.66	748,898	\$1,950,312	\$2,475,611	\$30,006	\$17,562,735	\$1,589,177
RECEIPTS											
310 TAXES	\$7,029,482	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,029,482	\$0
320 LICENSES & PERMITS	\$45,054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,054	\$0
330 FINES & FORFEITS	\$29,235	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,235	\$0
340 INTERESTS & RENTS	\$96,487	\$351	\$17,414	\$1,813	\$456	\$739	\$2,035	\$2,351	\$6	\$121,652	\$1,152
350 INTERGOVERNMENTAL	\$101,221	\$430,711	\$3,726	\$0	\$0	\$0	\$0	\$0	\$0	\$535,659	\$37,162
360 CHARGES FOR SERVICES	\$711,349	\$0	\$0	\$0	\$2,378,365	\$718,141	\$0	\$0	\$0	\$3,807,855	\$45,165
380 MISCELLANEOUS REVENUES	\$879,451	\$0	\$0	\$1,585	\$0	\$0	\$0	\$0	\$0	\$881,036	\$423
390 OTHER FINANCING SOURCES	\$226,951	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$226,951	\$20,000
	\$9,119,232	\$431,062	\$21,140	\$3,398	\$2,378,820	\$718,880	\$2,035	\$2,351	\$6	\$12,676,925	\$103,902
EXPENDITURES											
400 GENERAL GOVERNMENT	\$875,378	\$0	\$34,389	\$0	\$0	\$0	\$17,838	\$0	\$0	\$927,605	\$0
410 PUBLIC SAFETY	\$4,593,093	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,593,093	\$0
420 HEALTH & WELFARE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
426 SANITATION & REFUSE	\$63,347	\$0	\$0	\$0	\$1,626,183	\$770,185	\$0	\$0	\$0	\$2,459,716	\$156,987
430 HIGHWAYS,ROADS & STREETS	\$1,364,711	\$0	\$248,872	\$10,648	\$0	\$0	\$0	\$0	\$0	\$1,624,231	\$0
450 CULTURE-RECREATION	\$351,241	\$0	\$32,560	\$0	\$0	\$0	\$0	\$0	\$0	\$383,801	\$0
460 CONSERVATION & DEVELOPMENT	\$2,859	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,859	\$0
470 DEBT SERVICE	\$151,735	\$0	\$0	\$0	\$699,919	\$0	\$0	\$0	\$0	\$851,655	\$0
480 MISCELLANEOUS EXPENDITURES	\$678,792	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$678,792	\$0
490 OTHER FINANCING USES	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$20,000	\$0
	\$8,081,156	\$0	\$315,821	\$10,648	\$2,346,103	\$770,185	\$17,838	\$0	\$0	\$11,541,751	\$156,987
2015 SURPLUS/(DEFICIT)*	1,038,076	\$431,062	(\$294,681)	(\$7,250)	\$32,718	(\$51,305)	(\$15,803)	\$2,351	\$6	\$1,135,174	(\$53,085)
CLEARING ACCOUNT ADJUSTMENTS	\$1,449										
09/30/15 BALANCE	\$5,498,398	\$431,266	\$5,942,755	\$1,060,604	\$626,258	\$697,593	\$1,934,510	\$2,477,962	\$30,013	\$18,699,358	\$1,536,091

EAST GOSHEN TOWNSHIP

2016 Year-End Projection as of September 2015

September 30, 2015

Account Title	2015 Adopted	Year-end Proj (Sept)	\$ Variance	% Variance
GENERAL FUND				
EMERGENCY SERVICES EXPENSES	4,152,253	4,094,989	(57,264)	-1.4%
PUBLIC WORKS EXPENSES	2,497,796	2,640,193	142,397	5.7%
ADMINISTRATION EXPENSES	1,805,260	1,692,737	(112,523)	-6.2%
ZONING/PERMITS/CODES EXPENSES	523,728	527,140	3,412	0.7%
PARK AND RECREATION EXPENSES	582,149	585,131	2,982	0.5%
TOTAL CORE FUNCTION EXPENSES	9,561,186	9,540,191	(20,995)	-0.2%
EMERGENCY SERVICES REVENUES	85,977	69,311	(16,666)	-19.4%
PUBLIC WORKS REVENUES	892,534	852,532	(40,002)	-4.5%
ADMINISTRATION REVENUES	301,179	331,048	29,869	9.9%
ZONING/PERMITS/CODES REVENUES	291,300	385,150	93,850	32.2%
PARK AND RECREATION REVENUES	132,987	132,894	(93)	-0.1%
TOTAL CORE FUNCTION REVENUES	1,703,977	1,770,934	66,957	3.9%
NET EMERGENCY SERVICES EXPENSES	4,066,276	4,025,678	(40,598)	-1.0%
NET PUBLIC WORKS EXPENSES	1,605,262	1,787,662	182,400	11.4%
NET ADMINISTRATION EXPENSES	1,504,081	1,361,689	(142,392)	-9.5%
NET ZONING/PERMITS/CODES EXPENSES	232,428	141,990	(90,438)	-38.9%
NET PARK AND RECREATION EXPENSES	449,162	452,237	3,075	0.7%
CORE FUNCTION NET SUBTOTAL	7,857,209	7,769,257	(87,952)	-1.1%
DEBT - PRINCIPAL	476,000	476,000	0	0.0%
DEBT - INTEREST	170,418	170,418	0	0.0%
TOTAL DEBT	646,418	646,418	0	0.0%
TOTAL CORE FUNCTION NET	8,503,627	8,415,675	(87,952)	-1.0%
NON-CORE FUNCTION REVENUE				
EARNED INCOME TAX	4,775,000	4,825,000	50,000	1.0%
REAL ESTATE PROPERTY TAX	1,994,211	1,994,218	7	0.0%
REAL ESTATE TRANSFER TAX	640,000	965,000	325,000	50.8%
CABLE TV FRANCHISE TAX	455,616	463,116	7,500	1.6%
LOCAL SERVICES TAX	310,000	320,000	10,000	3.2%
OTHER INCOME	29,132	28,076	(1,056)	-3.6%
TOTAL NON CORE FUNCTION REVENUE	8,203,959	8,595,410	391,451	4.8%
NET RESULT	(299,668)	179,735	479,403	

SUMMARY OF FUNDS REPORT (AKA "JOE REPORT")
 2015 YEAR-END PROJECTION ALL FUNDS, September 30, 2015
 * NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

	GENERAL FUND*	LIQUID FUELS STATE FUND	SINKING FUND	TRANSPORT. FUND	SEWER OP. FUND	REFUSE FUND	SEWER SINK FUND	OPERATING RESERVE	EVENTS FUND	TOWNSHIP FUNDS	MUNICIPAL AUTHORITY
01/01/16 BEGINNING BALANCE	\$4,458,873	\$204	6,237,436	1,067,853	593,541	748,898	\$1,950,312	\$2,475,611	\$30,006	\$17,562,734	\$1,589,177
RECEIPTS											
310 TAXES	\$8,567,334	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,567,334	\$0
320 LICENSES & PERMITS	\$40,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,200	\$0
330 FINES & FORFEITS	\$41,476	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,476	\$0
340 INTERESTS & RENTS	\$124,594	\$390	\$28,650	\$2,400	\$625	\$979	\$2,500	\$6,500	\$8	\$166,646	\$1,511
350 INTERGOVERNMENTAL	\$91,721	\$430,711	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$522,432	\$0
360 CHARGES FOR SERVICES	\$865,057	\$0	\$0	\$0	\$3,173,294	\$979,830	\$0	\$0	\$0	\$5,018,181	\$79,150
380 MISCELLANEOUS REVENUES	\$1,145,402	\$0	\$0	\$1,189	\$1,000	\$0	\$0	\$0	\$0	\$1,147,591	\$0
390 OTHER FINANCING SOURCES	\$825,224	\$0	\$354,477	\$0	\$27,409	\$0	\$169,718	\$0	\$15,000	\$1,391,828	\$40,000
	\$11,701,008	\$431,101	\$383,127	\$3,589	\$3,202,328	\$980,809	\$172,218	\$6,500	\$15,008	\$16,895,687	\$120,661
EXPENDITURES											
400 GENERAL GOVERNMENT	\$1,279,872	\$0	\$34,389	\$0	\$0	\$0	\$0	\$0	\$0	\$1,314,261	\$0
410 PUBLIC SAFETY	\$5,741,129	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,741,129	\$0
420 HEALTH & WELFARE	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000	\$0
426 SANITATION & REFUSE	\$100,000	\$0	\$0	\$0	\$2,329,543	\$1,066,240	\$44,798	\$0	\$0	\$3,540,581	\$204,052
430 HIGHWAYS,ROADS & STREETS	\$2,338,980	\$431,105	\$299,172	\$12,000	\$0	\$0	\$0	\$0	\$0	\$3,081,257	\$0
450 CULTURE-RECREATION	\$529,445	\$0	\$69,462	\$0	\$0	\$0	\$0	\$0	\$0	\$598,907	\$0
460 CONSERVATION & DEVELOPMENT	\$6,654	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,654	\$0
470 DEBT SERVICE	\$669,909	\$0	\$0	\$0	\$878,890	\$0	\$0	\$0	\$0	\$1,548,799	\$27,409
480 MISCELLANEOUS EXPENDITURES	\$834,284	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$834,284	\$0
490 OTHER FINANCING USES	\$15,000	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$75,000	\$0
	\$11,521,273	\$431,105	\$403,023	\$12,000	\$3,268,433	\$1,066,240	\$44,798	\$0	\$0	\$16,746,872	\$231,461
2015 SURPLUS/(DEFICIT)*	179,735	(\$4)	(\$19,896)	(\$8,411)	(\$66,105)	(\$85,431)	\$127,420	\$6,500	\$15,008	\$148,816	(\$110,800)
EST. 12/31/15 BALANCE	\$4,638,608	\$200	\$6,217,540	\$1,059,442	\$527,436	\$663,467	\$2,077,732	\$2,482,111	\$45,014	\$17,711,550	\$1,478,377

Rick Smith

POLLUTION REDUCTION PLAN

From: Patel, Pravin <prpatel@pa.gov>
Sent: Tuesday, September 22, 2015 11:02 AM
To: rsmith@eastgoshen.org
Cc: Abraham, Sara Reji; Breitenstein, Richard
Subject: MS4 PAI130520

Good Morning Rick:

In response to your letter dated September 3, 2015 to Jenifer Fields, yes, the Township can develop and implement PRP now and claim the credit for these activities in the forthcoming permit renewal.

Thanks,

Pravin C. Patel, P.E | Environmental Engineer Manager
Department of Environmental Protection
2 East Main Street | Norristown, PA 19401
Phone: 484.250.5194 | Fax: 484.250.5971
www.depweb.state.pa.us

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

CHESTER COUNTY

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

September 3, 2015

Jenifer L. Fields, P.E.
Environmental Program Manager
Department of Environmental Protection
2 E. Main Street
Norristown, PA 19401

Re: MS4 Permit PAI130520

Dear Jenifer:

East Goshen Township currently has an MS4 permit issued by the Department. Under this permit we discharge stormwater to the Chester Creek and Ridley Creek. The Department has determined that both of these creeks are impaired by sediment.

Under the draft PAG-13 NPDES General Permit under consideration, East Goshen Township would be required to develop and implement a Pollution Reduction Plan to reduce the sediment in both of these creeks by 10% over the life of the permit.

At the Board of Supervisors' meeting on Tuesday, the following question was raised.

Could the Township develop and implement a Pollution Reduction Plan now and be able to take credit for these activities, when the new permit is issued in 2018?

If you have any questions or need additional information please call me at 610 692 7171 or e-mail me at rsmith@eastgoshen.org.

Sincerely,



Louis F. Smith, Jr.
Township Manager

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

Voice 610-692-7171

Fax 610-692-8950

Date: October 12, 2015
To: Board of Supervisors
From: Rick Smith, Township Manager
Re: Willistown Township
Official Map, Dated 8/31/15

Willistown Township is in the process of updating their "Official Map" pursuant to Article IV of the MPC. I have reviewed the proposed map and my comments are as follows:

1. They have a land use entitled "Lands under Conservation Easement" and approximately 50% of the parcels that abut East Goshen have that designation.
2. The Soccer Fields are designated as a Township Parks

Major change (that affects us) is that the property at the south east corner of Line and Paoli (Bryn Mawr Rehab) is now being shown as "Restricted Open Space"

Recommendation: Notify Willistown that we have no comments on their plan and wish them the best of luck.



Board of Supervisors of Willistown Township
Chester County

40 Lloyd Avenue, Suite 204/206
(610) 647-5300

Malvern, PA 19355
Fax (610) 647-8156

September 23, 2015

SEP 28 2015

Rick Smith
Township Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380-6199

Dear Mr. Smith:

In accordance with the Pennsylvania Municipalities Planning Code, I am writing to inform you that on November 9, 2015 the Willistown Township Board of Supervisors will hold a public hearing to consider adoption of a revised Official Map of the Township. The proposed revised Official Map and the proposed Ordinance adopting said map are enclosed.

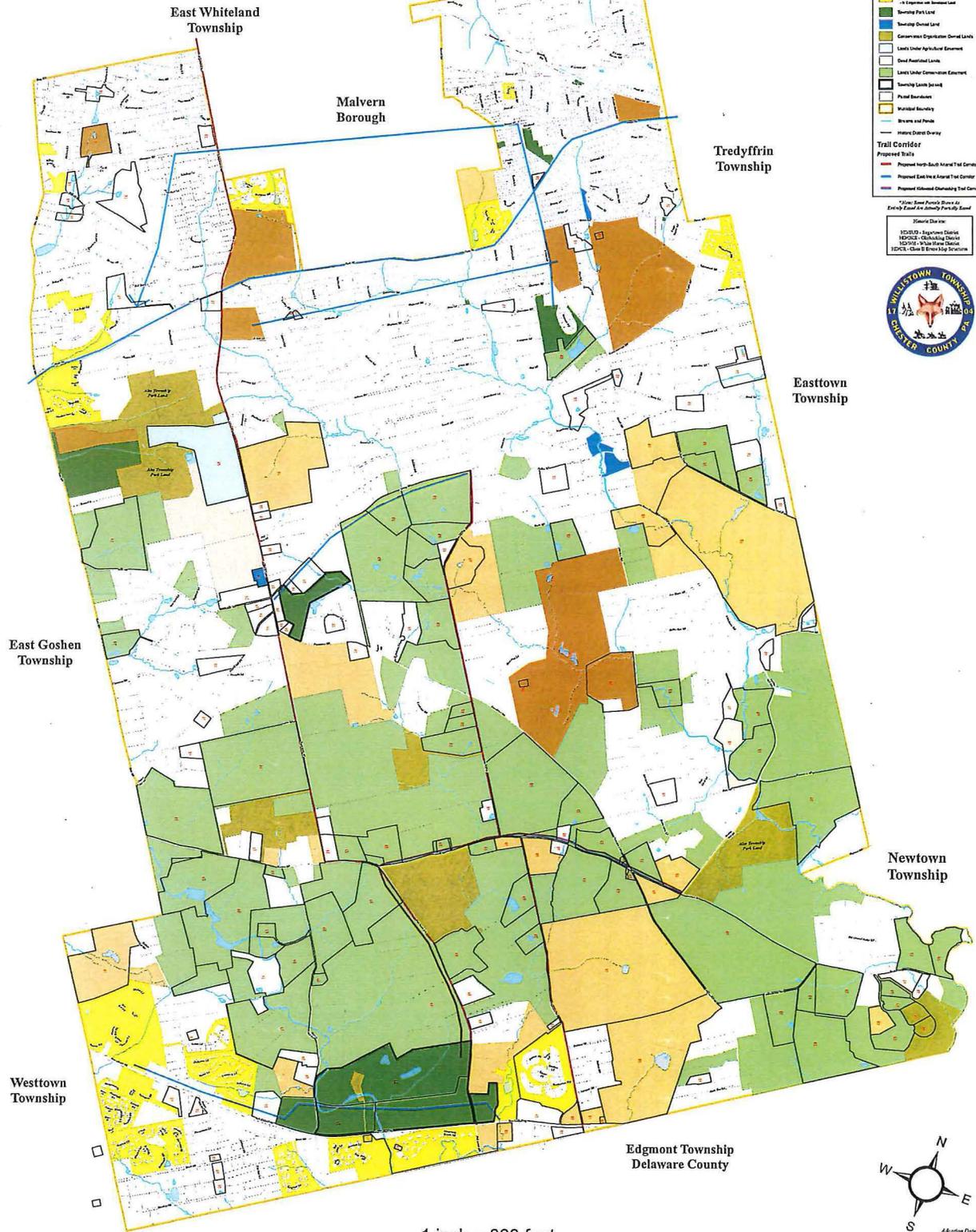
Please forward any comments to my attention within forty-five (45) days of the date of this letter. I would be happy to discuss this with you further should you have any questions.

Sincerely,

David R. Burman
Township Manager

cc: Willistown Township Board of Supervisors
Willistown Township Planning Commission

WILLISTOWN TOWNSHIP OFFICIAL MAP



**BOARD OF SUPERVISORS
WILLISTOWN TOWNSHIP, CHESTER COUNTY**

ORDINANCE NO. 2 OF 2015

**AN ORDINANCE OF WILLISTOWN TOWNSHIP, CHESTER COUNTY,
PENNSYLVANIA AMENDING AND RE-ADOPTING THE OFFICIAL
MAP OF WILLISTOWN TOWNSHIP.**

WHEREAS, Article IV of the Pennsylvania Municipalities Planning Code (Act 247 of 1968, as amended by Act 170 of 1988), grants Pennsylvania municipalities the power to adopt an official map for the municipality insofar as it is based on an adopted comprehensive plan; and

WHEREAS, by Ordinance No. 8 of 2000, enacted on September 25, 2000, Willistown Township adopted an official map for the southern portion of the Township located generally south of Goshen and Barr Roads; and

WHEREAS, by Ordinance No. 8 of 2002, enacted on November 25, 2002, Willistown Township adopted an official map for the entire Township; and

WHEREAS, by Ordinance No. 9 of 2004, enacted on August 23, 2004, Willistown Township amended and re-adopted the official map for the entire Township; and

WHEREAS, by Ordinance No. 9 of 2011, enacted on November 14, 2011, Willistown Township amended and re-adopted the official map for the entire Township; and

WHEREAS, Willistown Township has undertaken a periodic update to the official map, in order to further facilitate the acquisition and preservation of proposed public parks and open space reservations, trail links, pedestrian ways and easements, for the benefit of existing and future residents and populations; and

WHEREAS, the park land and open space preservation concept is consistent with the Willistown Township Comprehensive Plan and the Willistown Township Open Space, Park and Recreation Plan; and

WHEREAS, the Board of Supervisors of Willistown Township has reviewed the official map update for the Township and desires to adopt the same as the Official Map of the Township of Willistown.

NOW, THEREFORE, be it **ORDAINED** and **ENACTED** as follows:

Section 1. Willistown Township hereby adopts as the Official Map of the Township of Willistown, Chester County, Pennsylvania, the Willistown Township Official Map, prepared on behalf of the Township by the Chester County Department of Computing and Information Services (DCIS), Version 1.6, dated August 31, 2015, and all attachments.

Section 2. Willistown Township's Official Map will include all roadways and properties located in Willistown Township, Chester County, Pennsylvania, as depicted on said Map.

Section 3. The properties depicted as proposed open space reservations or proposed Township parklands shall be reserved for future acquisition and/or taking for public use in perpetuity until actually acquired by the Township.

Section 4. The Township may initiate surveys of property locations for the purposes of taking action or acquisition.

Section 5. Whenever lands and easements are to be acquired pursuant to the Official Map, boundary descriptions by metes and bounds descriptions shall be made by a licensed surveyor.

Section 6. The Township directs that following adoption of this Ordinance, a copy of the Official Map of Willistown Township, verified by the Board of Supervisors, shall be submitted to the Recorder of Deeds of the County of Chester to be recorded within sixty (60) days of the effective date hereof.

Section 7. This Ordinance is enacted for the purpose of serving and promoting the public health, safety, convenience and general welfare; to facilitate adequate provision of public streets and facilities; to improve traffic circulation; to provide for the recreational and open space needs of the community; to protect and enhance water resources; and to facilitate the subdivision of land and the use of land and water features.

Section 8. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of any other section or provision of this Ordinance than the one so declared.

Section 9. This Ordinance shall become effective in accordance with the provisions of law.

Section 10. Ordinance No. 9 of 2011, being the ordinance amending and re-adopting as the Official Map of the Township of Willistown, Chester County, Pennsylvania, the Willistown Township Official Map, prepared by Next Level Mapping, dated February 2011, and all attachments, is hereby repealed.

ENACTED and ORDAINED this 9th day of November, 2015.

**WILLISTOWN TOWNSHIP
BOARD OF SUPERVISORS**

William R. Shoemaker, Chairman

George J. McHugh IV, Vice Chairman

Robert T. Lange, Member

ATTEST:

David R. Burman, Secretary

Memo

To: Board of Supervisors
From: Jon Altshul
Re: Consider random drug testing policy
Date: October 9, 2015

Random drug testing of office staff costs the Township in excess of \$1,000 per year and provides no reduction in our insurance premiums.

We currently test new employees at the time of hire and have a clause in our personnel manual that requires employees to submit for testing when the Township has a “reasonable suspicion”. These pre-employment and reasonable suspicion policies are effective in deterring substance abuse.

I asked my counterparts at Westtown, West Goshen and West Whiteland about their respective drug and alcohol testing policies, and none have random testing for office staff.

I have attached the relevant section of the personnel manual for your reference.

Employees with Commercial Drivers Licenses would continue to be subject to the mandatory drug and alcohol testing regulations set by the U.S. Department of Transportation.

Suggested motion: I move that we adopt Resolution 2015-136 to eliminate Section 9-10.1, entitled Random [Drug and Alcohol] Testing, from the East Goshen Township Personnel Manual.

PERSONNEL MANUAL

§ 9-10. Reasonable suspicion testing.

The Township shall require an employee to submit to an alcohol or controlled substances test when it has reasonable suspicion to believe that the employee is under the influence of alcohol and/or one or more controlled substances. A Department Head's or official's determination that reasonable suspicion exists must be based on specific observations concerning the appearance, behavior, speech or body odors of the employee. The Department Heads or officials will be trained on the indicators of probable controlled substances or alcohol misuse. The person who makes the determination that reasonable suspicion exists shall not conduct the drug or alcohol test.

§ 9-10.1. Random testing.

If the Township does its own testing, then each year a minimum of 25% of the average number of employees shall undergo random alcohol testing. Each year 50% of the average number of employees shall undergo random controlled substances testing. If the Township joins a testing consortium, then those minimum percentages shall apply to the total pool of employees. The employees shall be tested during normal working hours and the test will be unannounced. Employees will be paid at their regular salary rate for the time spent by them undergoing any such testing.

ARTICLE II

Policy for Employees Holding Commercial Driver's Licenses

§ 9-11. Policy.

East Goshen Township (the "Township") has a commitment to provide a safe workplace for its employees and to ensure efficient service to the public. The Township's objective is to assure that the workplace is free from the effects of drug and alcohol use and that employees are fit to perform their job duties and report for work regularly and on time.

§ 9-12. Definitions.

Definitions for purposes of this Policy and the Township's Drug and Alcohol Testing Program are as follows:

BREATH ALCOHOL TECHNICIAN (BAT) – An individual certified per 49 CFR 40.51 in the alcohol testing process and who is qualified to operate an evidential breath-testing device (EBT).

COMMERCIAL DRIVER'S LICENSE (CDL) – A license issued by the Commonwealth of Pennsylvania or other competent jurisdiction, in accordance with the standards contained in 49 CFR Part 383, to an individual, which authorizes the individual to operate a

**EAST GOSHEN TOWNSHIP
RESOLUTION 2015-136**

BE IT HEREBY RESOLVED that the East Goshen Township Personnel Manual is revised, effective October 20, 2015, revoking Section 9-10.1, entitled Random [Drug and Alcohol] Testing.

ADOPTED this 20th day of October 2015.

EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS

ATTEST:

Memo
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380
Voice (610) 692-7171
Fax (610) 692-8950
E-mail rsmith@eastgoshen.org

Date: October 15,, 2015
To: Board of Supervisors
From: Rick Smith, Township Manager
Re: Storm Sewer Lining Bid

On October 13, 2015 we opened bids for lining storm sewer pipes in Supplee Valley

Recommendation: I would recommend that you award the bid SWERP Incorporated in the amount of \$49,250.00.



PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

October 15, 2015

EGOS 0614

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

**RE: East Goshen Township
2015 Storm Sewer Lining (CIPP) – Supplee Valley**

Dear Rick:

At 10:00 AM on October 13, 2015 bids were opened for the referenced project. The bid results are as follows:

<u>Contractor:</u>	<u>Bid Amount:</u>
SWERP Incorporated	\$49,250.00
Abel Recon	\$52,430.40
Superior Gunitite	\$55,770.00
Tri-State Grouting, LLC	\$67,900.00
AM-Liner East, Inc	\$71,000.00
Progressive Pipeline Management	\$77,790.00

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

Please note that we have worked with SWERP Incorporated in the past and have found their work to be satisfactory.

Based on the above, it is our recommendation to award the project to SWERP Incorporated in the amount of \$49,250.00. If the Board of Supervisors agrees with our recommendation, please notify my office so that the necessary contract documents may be prepared.

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

Sincerely,

PENNONI ASSOCIATES INC.

Nathan M. Cline, PE
Township Engineer

cc: Mark Miller, Director of Public Works (via email)

EGOS0614 East Goshen Township Tabulation of Bids Received Until 10:00 A.M. Prevailing time on October 13, 2015 2015 Storm Sewer Lining (CIPP) - Supplee Valley	Alfred De Vincent 215-785-2242 SWERP Incorporated 1237 Hayes Boulevard Bristol, PA 19007 swerpinc@aol.com	Randy Roschel 717-285-3103 Abel Recon 3925 Columbia Avenue Mountville, PA 17554 rroschel@abelrecon.com	Michael Munyon 818-890-6667 Superior Gunite 12308 Van Nuys Blvd Sylmar, CA 91342 michael.munyon@shotcrete.com	Mark Schneider 302-286-0704 Tri-State Grouting, LLC 567 Walther Road Newark, DE 19702 tristategrouting@verizon.net	Jill Fries 540-955-9671 AM-Liner East, Inc. 601 Jack Enders Blvd Berryville, VA 22611 jill@amlinereast.com	Shaun Albert 856-579-4525 Progressive Pipeline Management 1490 Imperial Way W. Deptford, NJ 08066 sga@progressivepipe.com
--	--	---	--	---	---	---

ITEM NO.	QUANTITY/UNIT	DESCRIPTION	UNIT PRICE	AMOUNT										
1	260 L.F.	Cleaning and Lining of 15-inch Corrugated Metal Pipe	\$101.00	\$26,260.00	\$86.35	\$22,451.00	\$99.00	\$25,740.00	\$130.00	\$33,800.00	\$125.00	\$32,500.00	\$121.50	\$31,590.00
2	220 L.F.	Cleaning and Lining of 18-inch Corrugated Metal Pipe	\$104.50	\$22,990.00	\$136.27	\$29,979.40	\$136.50	\$30,030.00	\$155.00	\$34,100.00	\$175.00	\$38,500.00	\$210.00	\$46,200.00
Grand Total Bid for Contract				\$49,250.00		\$52,430.40		\$55,770.00		\$67,900.00		\$71,000.00		\$77,790.00
Bid Security				10% Bid Bond										

We declare this to be a true Tabulation of Bids received until 10:00 AM on October 13, 2015 by the Township of East Goshen for the 2015 Storm Sewer Lining (CIPP) - Supplee

PENNONI ASSOCIATES, INC.



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

October 16, 2015

To: Board of Supervisors
From: Rick Smith / Mark Miller
RE: Escrow Release #9 Sorrell Hill

The Engineer and I have reviewed the escrow release in the amount of \$52,932.41. We recommend the release of \$35,026.56 for the following items:

Engineering
Sediment & Erosion Control
Storm Sewer Construction

Requested amount: \$52,932.41
Recommended: \$35,026.56
Balance after this release \$83,683.27 including \$55,298.88 in the contingency line item.



PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

October 15, 2015

EGOS 0114

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

**RE: Sorrell Hill
Escrow Release Request #9**

Dear Mark:

The Harlan Corporation has submitted the above escrow release request in the amount of \$52,932.41.

Approval to release \$35,026.56 of the requested \$52,932.41 is recommended.

The requested release includes portions of *engineering, sediment & erosion control, and storm sewer construction*. We recommend requested monies for as-built plans, monuments and pins and trees and shrubs be withheld at this time.

At this time we have no record of as-built plans nor a certification regarding monument and pin installation being completed. Regarding landscaping, a recent site visit indicated numerous discrepancies with the approved plans, including substitutions, missing items, additional items not indicated on the approved plans and dead items. We will send separate correspondence regarding our findings.

Following approval of the recommended release, the total amount released will be \$717,104.45. The total amount remaining in escrow will be \$83,683.27 including \$55,298.88 in the contingency line item.

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

Sincerely,

PENNONI ASSOCIATES INC.

Nathan M. Cline, PE
Township Engineer

cc: Rick Smith, Township Manager (via e-mail)
G. Harlan, The Harlan Corporation (via e-mail)

r:\projects\egos\0114-Sorrell Hill\Documents\Sorrell Hill Escrow Release #8 ltr 120314

EAST GOSHEN TOWNSHIP
 1580 Paoli Pike
 West Chester, PA 19380

EGOS 0114
 Escrow Release No. 9
 October 15, 2015

Attn: Mark Miller
 Re: Sorrell Hill

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
I. Engineering						
1	Layout & Surveys	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -
2	Site Surveys	\$ 3,000.00	\$ 300.00	\$ 2,700.00	\$ 3,000.00	\$ -
3	As-Builts	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
4	Monuments & Plns	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
	Subtotal	\$ 21,000.00	\$ 12,300.00	\$ 2,700.00	\$ 15,000.00	\$ 6,000.00
Combined Engineering This Period - Subtotal				\$ 2,700.00		
II. CLEARING & GRUBBING						
5	Clearing & Grubbing	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -
	Subtotal	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -
Combined Clearing & Grubbing This Period - Subtotal				\$ -		
III. SEDIMENT & EROSION CONTROL						
6	A Construction Entrance	\$ 1,750.00	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -
7	Replacement	\$ 1,750.00	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -
B Silt Fence						
8	18"	\$ 325.00	\$ 325.00	\$ -	\$ 325.00	\$ -
9	18" Replacement	\$ 325.00	\$ 325.00	\$ -	\$ 325.00	\$ -
10	30"	\$ 478.00	\$ 478.00	\$ -	\$ 478.00	\$ -
11	30" Replacement	\$ 478.00	\$ 478.00	\$ -	\$ 478.00	\$ -
12	Super	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -
13	Super Replacement	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -
14	C LOD Fence	\$ 17,640.00	\$ 17,640.00	\$ -	\$ 17,640.00	\$ -
15	D Wooden Snow Fence	\$ 3,737.50	\$ 3,737.50	\$ -	\$ 3,737.50	\$ -
16	E Mulch Berms	\$ 930.00	\$ 930.00	\$ -	\$ 930.00	\$ -
17	F Inlet Protection	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -
18	Inlet Protection Replacement	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -
G Temporary Sediment Trap						
21	Strip	\$ 371.00	\$ 371.00	\$ -	\$ 371.00	\$ -
22	Cut	\$ 1,287.00	\$ 1,287.00	\$ -	\$ 1,287.00	\$ -
23	Fill	\$ 380.00	\$ 380.00	\$ -	\$ 380.00	\$ -
24	Rip Rap Apron	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -
25	12" HDPE	\$ 2,200.00	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -
26	Riser	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ -
27	Respread & Grade Topsoil	\$ 470.00	\$ 470.00	\$ -	\$ 470.00	\$ -
28	Curlex & Seed	\$ 1,132.00	\$ 1,132.00	\$ -	\$ 1,132.00	\$ -
29	H Mountable Berm	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -
30	I 36" Temporary Stream Crossing	\$ 3,150.00	\$ 3,150.00	\$ -	\$ 3,150.00	\$ -
31	J Dewatering	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -
32	K Curlex / Roadway	\$ 5,000.00	\$ 4,500.00	\$ 500.00	\$ 5,000.00	\$ -
33	K Seed & Mulch	\$ 581.60	\$ 505.44	\$ 56.16	\$ 561.60	\$ -
34	L Remove Existing Bridge	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -
35	M Remove Existing Blacktop	\$ 774.00	\$ 774.00	\$ -	\$ 774.00	\$ -
36	N Deciduous Trees	\$ 22,500.00	\$ 16,875.00	\$ -	\$ 16,875.00	\$ 5,625.00
37	O Evergreen Trees	\$ 21,300.00	\$ 15,975.00	\$ -	\$ 15,975.00	\$ 5,325.00
38	P Shrubs	\$ 3,825.00	\$ 2,868.75	\$ -	\$ 2,868.75	\$ 956.25
39	Q Rock Construction Entrances	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -
40	R Restabilization of Line rd banks	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
41	S Gabion Basket Plunge Pool	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -
42	T Tree Protection	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
	Subtotal	\$ 125,164.10	\$ 112,701.69	\$ 556.16	\$ 113,257.85	\$ 11,906.25
Combined Sediment & Erosion Control This Period - Subtotal				\$ 556.16		
IV. EARTHWORK - Main Road & Common Drives						
43	A Strip	\$ 3,137.75	\$ 3,137.75	\$ -	\$ 3,137.75	\$ -
44	B Cut	\$ 7,586.00	\$ 7,586.00	\$ -	\$ 7,586.00	\$ -
45	C Fill	\$ 7,394.40	\$ 7,394.00	\$ 0.40	\$ 7,394.40	\$ -
	Subtotal	\$ 18,118.15	\$ 18,117.75	\$ 0.40	\$ 18,118.15	\$ -
Combined Earthwork This Period - Subtotal				\$ 0.40		

EAST GOSHEN TOWNSHIP
 1680 Paoli Pike
 West Chester, PA 19380

EGOS 0114
 Escrow Release No. 9
 October 15, 2015

Attn: Mark Miller
 Re: Sorrell Hill

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
V. SANITARY SEWER CONSTRUCTION						
46	A 8" SDR 35 0/6	\$ 7,965.00	\$ 7,965.00	\$ -	\$ 7,965.00	\$ -
47	8" SDR 35 6/10	\$ 22,330.00	\$ 22,330.00	\$ -	\$ 22,330.00	\$ -
48	B 6" SDR 35	\$ 6,384.00	\$ 6,384.00	\$ -	\$ 6,384.00	\$ -
49	C Lateral Connections	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -
50	D Saddle Connection Lot #1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
51	E Manoles (0/6)	\$ 6,600.00	\$ 6,600.00	\$ -	\$ 6,600.00	\$ -
52	F Manholes (6/10)	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -
53	G Drop Manholes	\$ 2,800.00	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -
54	H Tie into Existing Manhole	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
55	I Stream Crossing	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -
56	J Dewatering	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -
57	K Testing Main	\$ 1,065.00	\$ 1,065.00	\$ -	\$ 1,065.00	\$ -
58	L Testing Manholes	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ -
	Subtotal	\$ 62,594.00	\$ 62,594.00	\$ -	\$ 62,594.00	\$ -
Combined Sanitary Sewer Construction This Period - Subtotal				\$ -		
VI. STORM SEWER CONSTRUCTION						
59	A 18" RCP	\$ 11,400.00	\$ 11,400.00	\$ -	\$ 11,400.00	\$ -
60	B Type C Inlets	\$ 13,500.00	\$ 13,500.00	\$ -	\$ 13,500.00	\$ -
61	C Rip-rap	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -
	D Seepage Bed					
62	E Excavate & Backfill	\$ 1,995.00	\$ -	\$ 1,995.00	\$ 1,995.00	\$ -
63	F Excavate to Spoil	\$ 575.00	\$ -	\$ 575.00	\$ 575.00	\$ -
64	G 18" Perf HDPE	\$ 8,750.00	\$ -	\$ 8,750.00	\$ 8,750.00	\$ -
65	H Stone	\$ 16,000.00	\$ -	\$ 16,000.00	\$ 16,000.00	\$ -
66	I Fabric	\$ 1,950.00	\$ -	\$ 1,950.00	\$ 1,950.00	\$ -
67	J 8" Overflow Pipe	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -
68	K 48" Diameter Manhole	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
69	L Backfill	\$ 1,360.00	\$ 1,360.00	\$ -	\$ 1,360.00	\$ -
70	M Infiltration Beds	\$ 25,000.00	\$ 22,500.00	\$ 2,500.00	\$ 25,000.00	\$ -
	Subtotal	\$ 83,530.00	\$ 51,760.00	\$ 31,770.00	\$ 83,530.00	\$ -
Combined Storm Sewer Construction This Period - Subtotal				\$ 31,770.00		
VII. BOX CULVERT						
71	A Excavate, Set, Backfill	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
72	B 11' x 5' Culvert	\$ 22,000.00	\$ 22,000.00	\$ -	\$ 22,000.00	\$ -
73	C Footers	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00	\$ -
74	D Crana	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -
75	E Dewater	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -
76	F Gulde Rail	\$ 17,500.00	\$ 17,500.00	\$ -	\$ 17,500.00	\$ -
77	G West Culvert Walls	\$ 25,830.00	\$ 25,830.00	\$ -	\$ 25,830.00	\$ -
78	H East Culvert Walls	\$ 4,920.00	\$ 4,920.00	\$ -	\$ 4,920.00	\$ -
79	I Sleeves for Gulde Rails	\$ 4,530.00	\$ 4,530.00	\$ -	\$ 4,530.00	\$ -
	Subtotal	\$ 111,780.00	\$ 111,780.00	\$ -	\$ 111,780.00	\$ -
Combined Box Culvert This Period - Subtotal				\$ -		
VIII. ONSITE WATER LINE						
80	A 6" DIP	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
81	B 8" DIP	\$ 17,400.00	\$ 17,400.00	\$ -	\$ 17,400.00	\$ -
82	C 6" Gate Valve and Box	\$ 1,950.00	\$ 1,950.00	\$ -	\$ 1,950.00	\$ -
83	D 8" Gate Valve and Box	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
84	E Fire Hydrants	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -
85	F 8" x 8" Tees	\$ 900.00	\$ 900.00	\$ -	\$ 900.00	\$ -
86	G 1" K-Copper	\$ 2,760.00	\$ 2,760.00	\$ -	\$ 2,760.00	\$ -
87	H Service Connections	\$ 3,300.00	\$ 3,300.00	\$ -	\$ 3,300.00	\$ -
88	I MAV	\$ 260.00	\$ 250.00	\$ -	\$ 250.00	\$ -
89	J Blow Offs	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -
90	K Storm Crossings	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
	Subtotal	\$ 39,310.00	\$ 39,310.00	\$ -	\$ 39,310.00	\$ -
Combined Onsite Water Line This Period - Subtotal				\$ -		

EAST GOSHEN TOWNSHIP
 1580 Paoli Pike
 West Chester, PA 19380

EGOS 0114
 Escrow Release No. 9
 October 15, 2015

Attn: Mark Miller
 Re: Sorrell Hill

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
IX. OFFSITE WATER LINE						
91 A	6" DIP	\$ 360.00	\$ 360.00	\$ -	\$ 360.00	\$ -
92 B	8" DIP	\$ 53,760.00	\$ 53,760.00	\$ -	\$ 53,760.00	\$ -
93 C	6" Gate Valve and Box	\$ 650.00	\$ 650.00	\$ -	\$ 650.00	\$ -
94 D	8" Gate Valve and Box	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -
95 E	Fire Hydrants	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -
96 F	8" x 8" Tees	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -
97 G	MAV	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -
98 H	Blow Offs	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -
99 I	Gas Crossings	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
100 J	Utility Crossings	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -
101 K	Road Restoration	\$ 42,900.00	\$ 42,900.00	\$ -	\$ 42,900.00	\$ -
102 L	Traffic Control	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -
103 M	Saw Cut	\$ 3,840.00	\$ 3,840.00	\$ -	\$ 3,840.00	\$ -
104 N	Stone Backfill	\$ 20,475.00	\$ 20,475.00	\$ -	\$ 20,475.00	\$ -
	Subtotal	\$ 141,285.00	\$ 141,285.00	\$ -	\$ 141,285.00	\$ -
Combined Offsite Water Line This Period - Subtotal				\$ -		
X. CURB						
105 A	Dig & Backfill	\$ 3,700.00	\$ 3,700.00	\$ -	\$ 3,700.00	\$ -
106 B	Rolled Curb	\$ 16,456.00	\$ 16,456.00	\$ -	\$ 16,456.00	\$ -
107 C	Mountable Curb	\$ 1,440.00	\$ 1,440.00	\$ -	\$ 1,440.00	\$ -
108 D	4" #57 Stone Base	\$ 4,440.00	\$ 4,440.00	\$ -	\$ 4,440.00	\$ -
	Subtotal	\$ 26,036.00	\$ 26,036.00	\$ -	\$ 26,036.00	\$ -
Combined Curb This Period - Subtotal				\$ -		
XI.a PAVING - Main Road						
109 A	Fine Grade	\$ 2,189.25	\$ 2,189.25	\$ -	\$ 2,189.25	\$ -
110 B	Ballast & Screenings (8" on 1")	\$ 17,718.75	\$ 17,718.75	\$ -	\$ 17,718.75	\$ -
111 C	ID-2 Binder (2")	\$ 11,103.75	\$ 11,103.75	\$ -	\$ 11,103.75	\$ -
112 D	Sweep and Tack	\$ 519.75	\$ -	\$ -	\$ -	\$ 519.75
113 E	ID-2 Wearing (1")	\$ 7,292.25	\$ -	\$ -	\$ -	\$ 7,292.25
XI.b PAVING - Common Drives						
114 A	Fine Grade	\$ 1,100.50	\$ 1,100.50	\$ -	\$ 1,100.50	\$ -
115 B	3A Modified Subbase (6")	\$ 6,780.50	\$ 6,780.50	\$ -	\$ 6,780.50	\$ -
116 C	ID-2 Wearing (1-1/2")	\$ 5,800.70	\$ 5,800.70	\$ -	\$ 5,800.70	\$ -
	Subtotal	\$ 52,505.45	\$ 44,893.45	\$ -	\$ 44,893.45	\$ 7,612.00
Combined Paving - Subtotal				\$ -		
XII. INSPECTIONS						
117	Inspections	\$ 34,666.14	\$ 32,000.00	\$ -	\$ 32,000.00	\$ 2,666.14
	Subtotal	\$ 34,666.14	\$ 32,000.00	\$ -	\$ 32,000.00	\$ 2,666.14
Combined Inspections This Period - Subtotal				\$ -		
SUBTOTAL (Items 1 through 12)		\$ 727,988.84	\$ 684,577.89	\$ 35,026.56	\$ 699,604.45	\$ 28,384.39
118	10% CONTINGENCY	\$ 72,798.88	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 55,298.88
TOTAL		\$ 800,787.72	\$ 682,077.89	\$ 35,026.56	\$ 717,104.45	\$ 83,683.27
APPROVED THIS RELEASE				\$ 35,026.56		

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

October 16, 2015

To: Board of Supervisors

From: Rick Smith / Mark Miller

RE: Four Seasons at Hershey's Mill Phase 2
Performance Guarantee Request

The Engineer and I have reviewed the status of the remaining restoration. We recommend to continue to withhold \$10,000.00 of the performance guarantee pending satisfactory restoration. Photos are attached.



PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

October 15, 2015

EGOS 0111

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

RE: Four Seasons at Hershey's Mill – Phase 2
K. Hovnanian
Performance Guarantee – September 25, 2015 Request

Dear Rick:

As requested, per correspondence dated September 25, 2015 from K. Hovnanian (attached), we have reviewed the status of the remaining restoration. A site visit this past week indicated approximately 80% stabilization and it was clear that the restored area does not have the same coverage as the adjacent areas (see pictures, attached). Further, it is our opinion 'routine maintenance' begins after satisfactory restoration. Until that time overseeding, topseeding, irrigation and/or fertilization is the responsibility of K. Hovnanian, not the property owner, unless an agreement regarding the same has been made.

Therefore, we recommend the Township continue to withhold \$10,000.00 of the performance guarantee pending satisfactory restoration.

Should you have any questions or comments, please contact me.

Sincerely,

PENNONI ASSOCIATES INC.

A handwritten signature in blue ink, appearing to read "N. Cline", is written over the typed name.

Nathan M. Cline, PE
Township Engineer

cc: Mark Miller, Director of Public Works (via email)
Leo Hagerty, K. Hovnanian (via email)
Kathy Herity, K. Hovnanian (via Certified Mail)



Kathy C. Herity
Tel (732) 623-6780
Fax (732) 225-6628
kherity@khov.com

Sent via certified mail 7011 1570 0001 4845 7120

September 25, 2015

Rick Smith, Township Manager
East Goshen
1580 Paoli Pike
West Chester, PA 19380-6199

SEP 30 2015

**RE: Four Seasons at Hershey's Mill
Site Improvements - Phase 2
Performance Guarantee
Surety Bond No 111 4167 8315 - \$10,000 (reduced from \$2,227,608.00)**

Dear Mr. Smith,

This letter is being submitted on behalf of K. Hovnanian at Hershey's Mill, Inc, ("Hovnanian") who is the obligor under the above referenced performance guarantee for certain improvements installed in connection with the premises commonly known as Four Seasons at Hershey's Mill. In July, the Board of Supervisors approved a reduction of the performance guarantee to \$10,000 and indicated that the disturbed areas at the basin will be reinspected in September.

As we have previously indicated, the disturbed areas have been seeded several times to obtain stabilization and must be maintained by the HOA with periodic fertilizing and/or seeding to maintain the growth that has been achieved. At this time the lawn is fully germinated; however, foot traffic has damaged the turf in the area of the benches and the Association's lawn maintenance equipment has damaged portions of the turf. These are routine maintenance issues that the Association should address and do not constitute construction defects. As such, in accordance with Section 10509 (j) of the PA Municipalities Planning Code (53 P.S. known as the MPC), the undersigned hereby requests that the performance guarantee be fully released.

By a copy of this letter to the municipal engineer, we ask that the municipal engineer review this request and execute a Certificate of Completion authorizing the release of the performance guarantee. We further request that upon receipt of the Certificate of Completion, the Township return the original performance guarantee.

Thank you for your courtesy in this matter.

Very truly yours,

K. Hovnanian at Hershey's Mill, Inc

Kathy C. Herity
Authorized Representative

cc: Nathan Cline, Township Engineer
Tom Kearney, VP of Operations via email
Tom Smith, Legal Counsel via email
Leo Hagerly, Land Development Manager via email
Chris Marotta, Lockton Companies via email



Restoration area



Restoration area



Restoration area



Restoration area



adjacent area

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

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

Date: 10/15/2015
To: Board of Supervisors
From: Mark Gordon, Township Zoning Officer *mlg*
Re: Goshen Village Shopping Center Buffer Planting Replacement

Dear Board Members:

As you recall, the GVSC is proposing to replace the buffer plantings removed with some low landscape beds along Boot Road and Paoli Pike. The Conservancy Board and the Planning Commission reviewed the landscape plan submitted and their recommendations are enclosed.

I have drafted a motion for your consideration.

Draft Motion:

Mr. Chairman, I move that we approve the replacement buffer plantings along Boot Rd and Paoli Pike with the following conditions:

1. The Boot Road plantings shown be installed this prior to June 1, 2016 and that the Paoli Pike Plantings be deferred until there is a clear indication of where the proposed Paoli Pike Trail will be situated; so as to minimize any disturbance to the plantings when the trail is constructed.
2. The property owner agrees to maintain the buffer landscaping as needed.
3. The applicant agrees to enhance and improve the maintenance of the existing landscaping throughout the shopping center.

**EAST GOSHEN TOWNSHIP
PLANNING COMMISSION**

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

October 15, 2015

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

Re: Goshen Village Shopping Center Landscape Replacement

Dear Board Members:

At their meeting on October 7, 2014 the Planning Commission voted unanimously in favor of the following motion:

Mr. Chairman, I move that the Planning Commission recommend that the Board of Supervisors approve the replacement buffer plantings along Boot Rd. and Paoli Pike with the following conditions:

1. The Boot Road plantings shown be installed this prior to June 1, 2016 and that the Paoli Pike Plantings be deferred until there is a clear indication of where the proposed Paoli Pike Trail will be situated; so as to minimize any disturbance to the plantings when the trail is constructed.
2. The property owner agrees to maintain the buffer landscaping as needed.
3. The applicant agrees to enhance and improve the maintenance of the existing landscaping throughout the shopping center.

Sincerely,



Mark A. Gordon
Township Zoning Officer

EAST GOSHEN CONSERVANCY

September 9, 2015

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

Re: Goshen Village Shopping Center
Replacement Buffer Landscaping

Dear Commission Members:

At their meeting on September 9, 2015 the Conservancy Board reviewed the Landscape Plan for the replacement buffer plantings at the Goshen Village Shopping Center. The Conservancy Board was pleased with the plantings shown on the plan and offers two recommendations for consideration:

1. The Boot Road plantings shown be installed this fall and that the Paoli Pike Plantings be deferred until there is a clear indication of where the proposed Paoli Pike Trail will be situated, so as to minimize any disturbance to the plantings when the trail is constructed.
2. The property owners choose a dogwood species that is low growing so as to minimize screening the shopping center from passing motorists.

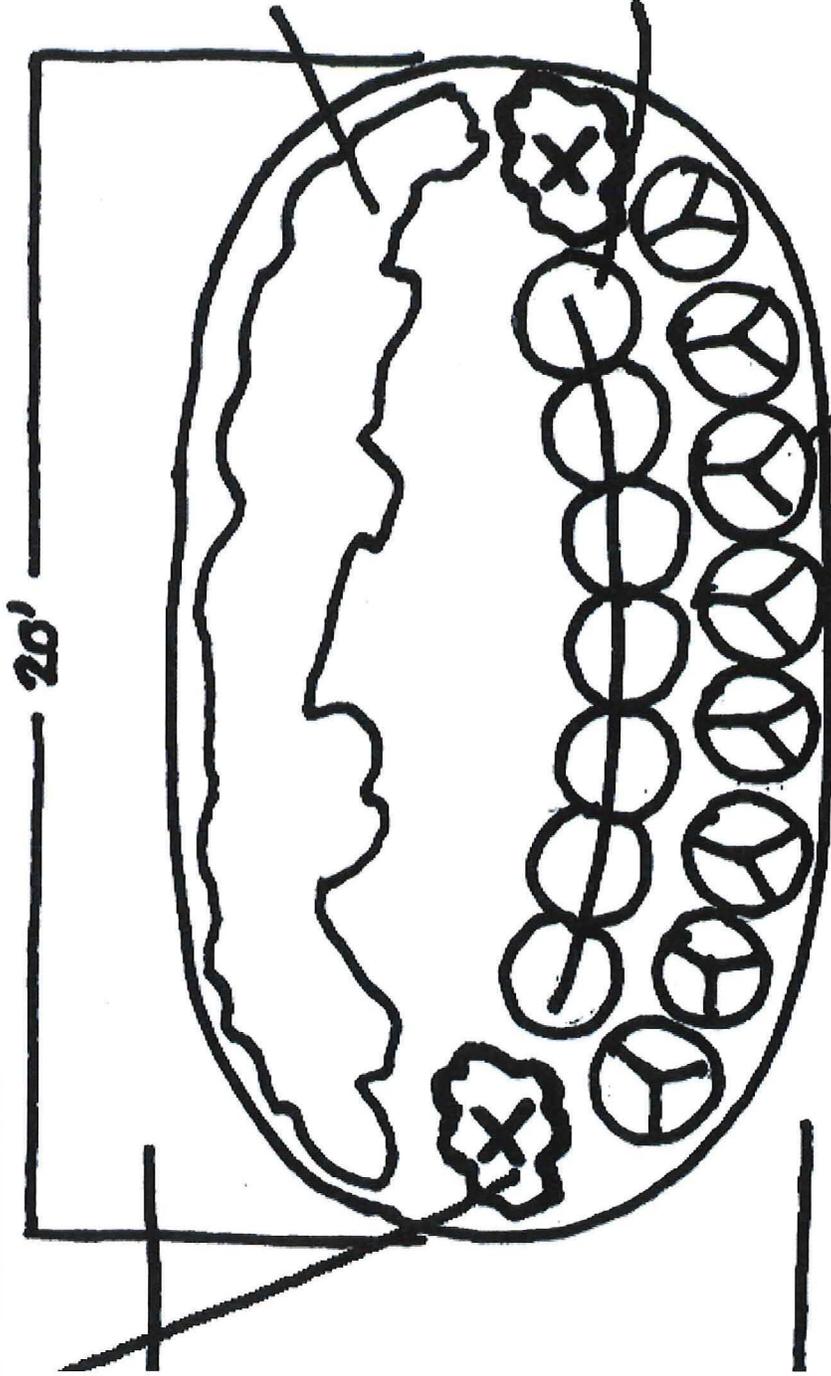
Sincerely,



Mark A. Gordon
Zoning Officer

ENLARGED BED VIEW

CRAPEMYRTLE
SEMI-DWARF
TONTO



VAR.
LIRIOPE



SPIREA



KNOCK OUT
ROSES



PAOLI PIKE

SR 2014

BOOT ROAD



PROPOSED PYLON SIGN

LINE OF SIGHT PROFILE

Existing Bank Building (vacant)
To be Converted to a Dunkin Donuts w/ Drive thru service

PROPOSED DIRECTIONAL SIGN

LIMIT OF PHASE I

PROPOSED DIRECTIONAL SIGN

WEST BRANCH RIDLEY CREEK

PROPOSED PYLON SIGN

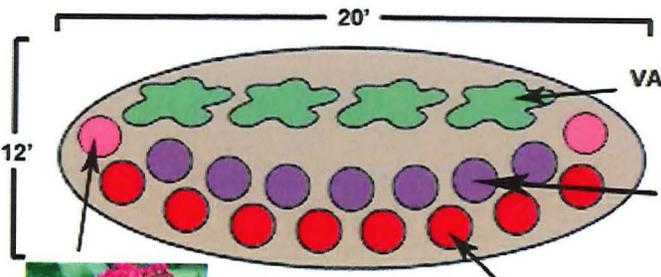
LIMIT OF PHASE I

SR 2020

2 Dumpsters

LIMIT OF PHASE I

ENLARGED BED VIEW



VAR. LIRIOPE



SPIIREA



CRAPEMYRTLE SEMI-DWARF TONTO

KNOCK OUT ROSES



Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380
Voice: 610-692-7171
Fax: 610-692-8950

Date: 10/16/2015
To: Board of Supervisors
From: Rick Smith, Township Manager
Re: Paoli Pike Trail Grant assistance

The Township has solicited a proposal from McMahon Associates to provide assistance in applying for grants for the Paoli Pike Trail.

The first grant application is due in December.

Recommendation: I move that we accept the proposal from McMahon Associates dated October 16, 2015 with the condition that the fee shall not exceed \$15,840 without the prior approval of the Board of Supervisors.



McMAHON ASSOCIATES, INC.
840 Springdale Drive | Exton, PA 19341
p 610-594-9995 | f 610-594-9565
www.mcmahonassociates.com

October 16, 2015

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

RE: **Proposal for Grant Assistance Services**
Paoli Pike Trail
East Goshen Township, Chester County, PA
McMahon Project No. 815527.1P

Dear Mr. Smith:

As requested, McMahon Associates, Inc. is pleased to provide this proposal for grant writing coordination and technical assistance for the completion of three competitive grant applications for priority segments of the proposed Paoli Pike Trail in East Goshen Township, Chester County, PA. This effort is directly related to our current work for the Township on the Paoli Pike Trail – Feasibility Study and Master Plan.

At the joint meeting of the Board of Supervisors and Township’s Trail Committee on October 13, 2015, McMahon presented the attached draft funding strategy for priority segments of the Paoli Pike Trail between Reservoir Road and existing trails within Applebrook Park. McMahon will assist the Township by developing grant application materials and coordinating with key decision makers and project partners for three upcoming competitive grant programs. McMahon will provide materials in accordance with the requirements of the respective grant programs.

Scope of Services

Task 1. Segment C – Reservoir Road to Boot Road *Transportation Alternatives Program (TAP) Application*

We anticipate that PennDOT will open the TAP application period from November 2, 2015 to January 8, 2016. Since the TAP application and program guidelines have not been released, the following scope of services is based on the previous application and program guidelines from 2014. We anticipate that the application and program guidelines will be similar for this upcoming round. However, if the application requirements are significantly different, we will contact you to discuss revisions to this proposal, if needed.

Corporate Headquarters: Fort Washington, Pennsylvania

Serving the East Coast from 13 offices throughout the Mid-Atlantic, New England, and Florida

PRINCIPALS

Joseph W. McMahon, P.E.
Joseph J. DeSantis, P.E., PTOE
John S. DePalma
William T. Steffens
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE

ASSOCIATES

John J. Mitchell, P.E.
Christopher J. Williams, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE

We understand that Township staff will take the lead on preparing the narrative text for the grant application, with support from McMahon in key areas. Additionally, we understand the Township will submit the online application and send hard copies of application materials, as required.

Below are specific services that McMahon will provide for submission of the TAP grant application for Segment C before the January 8, 2016 deadline.

- **Amount of Grant Request and Matching Funds:** McMahon will coordinate with the Township to determine the amount of the grant request and matching funds commitment based on the draft cost estimate for Segment C prepared as part of the Feasibility Study and Master Plan and adjusted to reflect TAP program requirements.
- **Application Narrative:** McMahon will review and provide edits to the draft narrative text for the TAP application prepared by Township staff. McMahon will provide draft narrative text responses for technical questions, particularly related to the integration of land use and transportation decision making, addressing safety, readiness of implementation, reasonableness of costs, and impacts on environmental justice communities.
- **Application Schedule and Cost Information:** McMahon will provide the Township with milestone start and end dates and costs by phase (i.e. preliminary engineering, final design, right-of-way, utilities, and construction plus inspection) for Segment C.
- **Attachments:** McMahon will prepare and provide up to three (3) hard copies and a PDF version of the following attachments to support the TAP application. Materials developed as part of the Paoli Pike Trail – Feasibility Study and Master Plan are in **bold** text below.
 - **Paoli Pike Trail Project Overview Map**
 - **Regional Trail Connections Map**
 - **Conceptual Trail Design Exhibit for Segment C**
 - **Detailed engineer’s opinion of cost for Segment C**
 - Detailed schedule for design and permitting for Segment C
 - **Summary of public involvement for the Paoli Pike Trail Feasibility Study and Master Plan**
 - Compilation of photographs of existing conditions from Segment C and a **photographic rendering for the Corporate Center frontage**

We understand the Township will compile other attachments to support the application, such as letters of support.

- **Coordination and Meetings:** McMahon will assist the Township with coordinating with the State Legislators, Chester County Planning Commission (CCPC), Delaware Valley Planning Commission (DVRPC), and PennDOT regarding the TAP application, including a technical review of the draft application by CCPC. The fee estimate for this task includes participation in one (1) coordination meeting.

Below is a draft schedule for our coordination with the Township and others to submit the TAP application prior to the January 8, 2016 deadline. This schedule is based on the application period opening on November 2, 2015.

- **Mid-November:**
 - o Coordinate with the Township to finalize the amounts of the grant funding request and matching funds commitment
 - o Coordinate with State Legislators regarding the Paoli Pike Trail project and support for various grant applications
- **Week of 11/30/15:** Township staff to provide McMahon with draft responses for the application narrative for initial review and edits.
- **Week of 12/14/15:** McMahon to provide the Township with a revised draft application and supporting attachments.
- **Week of 12/21/15:** The draft application and attachments submitted to CCPC for review.
- **Week of 1/4/16:** Application is finalized and submitted by the Township.

Task 2. Segments D and E – Boot Road to PA 352

PennDOT Multimodal Transportation Fund (MTF) Application

The PennDOT MTF application period is open October 3, 2015 to December 18, 2015. The online application and program guidelines are available on PennDOT's website at <https://sportal.dot.pa.gov/Planning/AppReg/Pages/default.aspx>.

We understand that Township staff will take the lead on preparing the narrative text for the grant application, with support from McMahon in key areas. Additionally, we understand the Township will submit the online application and send hard copies of application materials, as required.

Below are specific services that McMahon will provide for submission of the MTF grant application for Segments D and E of the Paoli Pike Trail before the December 18, 2015 deadline.

- **Amount of Grant Request and Matching Funds:** McMahon will coordinate with the Township to determine the amount of the grant request and matching funds commitment based on the draft cost estimate for Segments D and E prepared as part of the Feasibility Study and Master Plan and adjusted to reflect MTF program requirements.
- **Application Narrative:** McMahon will review and provide edits to the draft narrative text for the MTF application prepared by Township staff. McMahon will provide draft narrative text responses for technical questions, particularly related to number and quality of jobs created or preserved, project readiness, operational sustainability of the project, environmental impact, and needed right-of-way.
- **Application Schedule and Cost Information:** McMahon will provide the Township with milestone start and end dates and costs by phase (i.e. preliminary engineering, environmental clearance, final design, right-of-way, utilities, construction, and inspection) for Segments D and E.
- **Attachments:** McMahon will prepare and provide up to three (3) hard copies and PDF versions the following required attachments:
 1. Detailed engineer's opinion of cost for Segments D and E
 3. Map of the project location
 6. List of federal, state, local permits and approvals required for design and construction of Segments D and E

We understand that the Township will compile the other required attachments specified in the MTF program guidelines, including:

2. Funding commitment letters, if available, from the Township and any other project funding partners. Funding commitments should include the term, rate, and collateral conditions and must be signed and dated.
4. The most recent audited financial statements of the Township. Financial statements should include balance sheets, income statements, and notes to financials.
5. A statement as to the amount of grant funding requested.
7. A letter from the Township Planning Commission and Chester County Planning Commission certifying that the proposed project is in compliance with the comprehensive land use plans.
9. A letter to the Chester County Planning Commission to notify the county governing body and advising them of the proposed project.

- **Additional Attachments:** McMahon will prepare and provide up to three (3) hard copies and a PDF version of the following additional attachments to support the MTF application. Materials developed as part of the Paoli Pike Trail – Feasibility Study and Master Plan are in **bold** text below.
 - o **Paoli Pike Trail Project Overview Map**
 - o **Regional Trail Connections Map**
 - o **Conceptual Trail Design Exhibit for Segments D and E**
 - o Summary of public involvement for the Paoli Pike Trail Feasibility Study and Master Plan
 - o Compilation of photographs of existing conditions from Segments D and E and a **photographic rendering for the Township building frontage**

We understand the Township will compile other additional attachments to support the application, such as letters of support.

- **Coordination and Meetings:** McMahon will assist the Township with coordinating with the State Legislators, Chester County Planning Commission (CCPC), and PennDOT regarding the MTF application. The fee estimate for this task includes participation in one (1) coordination meeting.

Below is a draft schedule for our coordination with the Township and others to submit the MTF application prior to the December 18, 2015 deadline.

- **Mid-November:**
 - o Coordinate with the Township to finalize the amounts of the grant funding request and matching funds commitment
 - o Coordinate with State Legislators regarding the Paoli Pike Trail project and support for various grant applications
- **Week of 11/30/15:** Township staff to provide McMahon with draft responses for the application narrative for initial review and edits.
- **Week of 12/7/15:** McMahon to provide the Township with a revised draft application and supporting attachments.
- **Week of 12/14/15:** Application is finalized and submitted by the Township.

Task 3. Segments F and G – PA 352 to Existing Applebrook Park Trails *Community Conservation Partnership Program (C2P2)*

We anticipate that DCNR will open the C2P2 application period in early 2016 with applications due in April 2016. Since the C2P2 application and program guidelines have not been released, the following scope of services is based on application and program guidelines from 2015. The 2015 application and program guidelines are available on

DCNR's website at <https://www.grants.dcnr.state.pa.us/Dashboard/Grants#Trails>. We anticipate that the application and program guidelines will be similar for this upcoming round. However, if the application requirements are significantly different, we will contact you to discuss revisions to this proposal, if needed.

We understand that Township staff will take the lead on preparing the narrative text for the grant application, with support from McMahon in key areas. Additionally, we understand the Township will submit the online application and send hard copies of application materials, as required.

Below are specific services that McMahon will provide for submission of the C2P2 grant application for Segments F and G of the Paoli Pike Trail.

- **Amount of Grant Request and Matching Funds:** McMahon will coordinate with the Township to determine the amount of the grant request and matching funds commitment based on the draft cost estimate for Segments F and G prepared as part of the Feasibility Study and Master Plan and adjusted to reflect C2P2 program requirements.
- **Application Narrative:** McMahon will review and provide edits to the draft narrative text for the C2P2 application prepared by Township staff. McMahon will provide draft narrative text responses for technical questions, particularly related to the project scope and sustainable aspects of the trail design.
- **Attachments:** McMahon will prepare and provide up to three (3) hard copies and a PDF version of the following required attachments for the C2P2 application.
 - o Detailed schedule for design and permitting to complete the project within three years of the grant award
 - o Detailed engineer's opinion of cost for Segments F and G
 - o Trail Development Drawing for Segments F and G compliant with the C2P2 requirements
 - o PNDI Review
- **Additional Attachments:** McMahon will prepare and provide up to three (3) hard copies and a PDF version of the following attachments to support the C2P2 application. Materials developed as part of the Paoli Pike Trail – Feasibility Study and Master Plan are in **bold** text below.
 - o **Paoli Pike Trail Project Overview Map**
 - o **Regional Trail Connections Map**
 - o Summary of public involvement for the Paoli Pike Trail Feasibility Study and Master Plan

- o Compilation of photographs of existing conditions from Segments F and G

We understand the Township will compile other attachments to support the application, such as letters of support.

- **Coordination and Meetings:** McMahan will assist the Township with coordinating with the State Legislators and DCNR regarding the C2P2 application. The fee estimate for this task includes participation in one (1) coordination meeting.

McMahan will develop a draft schedule for our coordination with the Township and others for the C2P2 application once the application period is announced and the deadline for application submissions is known.

Fee Estimate

Task	Personnel	Hourly Rate	Hours	Total
1 - Segment C TAP Application	Sr Engineer/Planner II	\$145	22	\$ 3,190
	Engineer II	\$100	14	\$ 1,400
Task 1 Total				\$ 4,590
2 - Segments D and E MTF Application	Sr Engineer/Planner II	\$145	24	\$ 3,480
	Engineer II	\$100	16	\$ 1,600
Task 2 Total				\$ 5,080
3 - Segments F and G C2P2 Application	Sr Engineer/Planner II	\$145	26	\$ 3,770
	Engineer II	\$100	24	\$ 2,400
Task 3 Total				\$ 6,170
Total Labor Fee Estimate (Not to Exceed)				\$15,840
<i>Expenses Estimate</i>				<i>\$ 150</i>

Services will be performed and invoiced on a time-and-materials basis in accordance with our attached Standard Provisions for Professional Services. This fee includes an estimate of out-of-pocket expenses, including reproduction, plotting, graphics, and reimbursement of personal automobile usage, which will be billed in accordance with our agreed upon Provisions for Professional Services. The services to be performed pursuant to this agreement are strictly limited to those expressly set forth herein. No additional services will be provided unless requested and agreed to in writing. Supplemental services not specifically described above, including but not limited to, additional data collection, traffic analysis, scope changes, changes to the assumptions, response to review comments, report revisions, conference calls, additional

Mr. Louis (Rick) Smith
October 16, 2015
McMahon Project No. 815527.1P
Page 8

meetings, hearings, etc., are not included in the scope of this proposal, but will be provided, as necessary and as authorized, on a time-and-materials basis.

Conditions

This agreement and Exhibits hereto sets forth the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings whether written or oral with respect to the subject matter hereof and may not be altered, modified, changed, amended, or waived in any manner, except in a writing signed by all of the parties hereto. The conditions of this agreement call for the execution of this contract with the understanding that **invoices for services will be submitted monthly and are payable within 30 days of issuance**. All projects with overdue invoices exceeding 90 days will be subject to a stoppage of all work. Any changes in the specific work program described above will result in an adjustment of the conditions and fees. If the terms of this contract, as contained herein, and in the agreed upon Provisions for Professional Services are agreeable to you, please execute the agreement below in the space provided and return one signed copy to our office.

If you should have any questions, or require further information, please feel free to contact us. We are very excited about the Paoli Pike Trail project and look forward to working with East Goshen Township on these important grant pursuits!

Sincerely,



Christopher J. Williams, P.E.
Vice President & General Manager – Exton



Natasha Manbeck, P.E., AICP
Project Manager

NGM/cjw
Attachments

Mr. Louis (Rick) Smith
October 16, 2015
McMahon Project No. 815527.1P
Page 9

Accepted by East Goshen Township

I have reviewed all terms of this contract, and I am authorized to sign in the space below for execution of this contract.

By: _____
(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

Title: _____

Date: _____

Please provide your Accounts Payable contact information:

Name: _____

Phone Number: _____

Email Address: _____

In the space provided below please provide any details regarding the date invoices should be received by you each month for prompt payment:

McMAHON ASSOCIATES, INC.
STANDARD PROVISIONS FOR PROFESSIONAL SERVICES
JANUARY 1, 2015

SERVICES

McMahon Associates, Inc. reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion, demotion, or change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of an agreement, such as estimated total cost. The following rates will apply to actual time devoted by McMahon Associates, Inc. staff to this project computed to the nearest one-half hour.

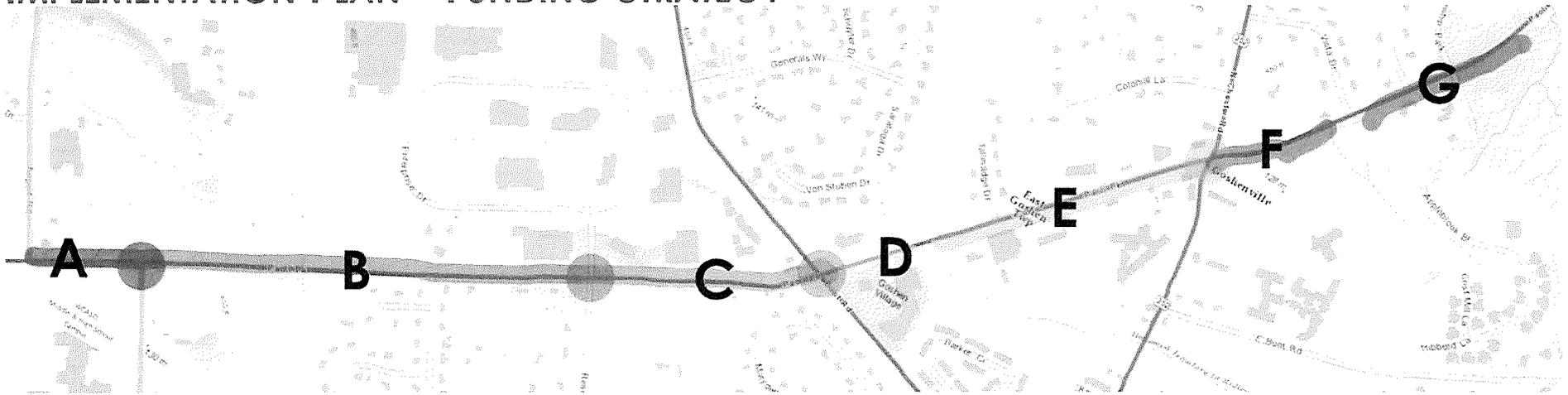
<u>PERSONNEL</u>	<u>HOURLY RATES</u>
Principal	\$230.00
Senior Associate	\$215.00
Associates	\$200.00
Senior Engineer/Planner VIII/Associate	\$190.00
Senior Engineer/Planner VII/Associate	\$185.00
Senior Engineer/Planner VI/Associate	\$180.00
Senior Engineer/Planner V/Associate	\$175.00
Senior Engineer/Planner IV/Associate	\$165.00
Senior Engineer/Planner III	\$155.00
Senior Engineer/Planner II	\$145.00
Senior Engineer/Planner I	\$135.00
Chief of Surveys	\$130.00
Traffic Control/Construction Specialist	\$115.00
Party Chief	\$110.00
Engineer VI	\$125.00
Engineer V	\$120.00
Engineer IV	\$110.00
Engineer III	\$110.00
Engineer II	\$100.00
Engineer I	\$ 90.00
Technician/Word Processor IV	\$ 90.00
Technician/Word Processor III	\$ 85.00
Technician/Word Processor II	\$ 80.00
Technician/Word Processor I	\$ 75.00
Survey Technician	\$ 75.00
Field Traffic Count Personnel	\$ 50.00

TERMS

1. **Invoices** - Invoices will be provided on a monthly basis and will be based upon percentage of completion or actual hours, plus expenses. Payment is due to McMahon Associates, Inc. within 30 days of the invoice date. Unpaid balances beyond 30 days are subject to interest at the rate of 1.5% per month. This is an annual percentage rate of 18%.
2. **Confidentiality** - Technical and pricing information in this proposal is the confidential and proprietary property of McMahon Associates, Inc. and is not to be disclosed or made available to third parties without the written consent of McMahon Associates, Inc.
3. **Commitments** - Fee and schedule commitments will be subject to renegotiation for delays caused by the client's failure to provide specified facilities or information, or any other unpredictable occurrences.
4. **Expenses** - Automatic Traffic Recorder equipment usage will be billed at \$25.00 per 24-hour count. Incidental expenses are reimbursable at cost, plus an administration fee of 10%. These include subconsultants, reproduction, postage, graphics, reimbursement of automobile usage at the IRS-approved rate, parking and tolls. Expenses which by company policy are not billed as reimbursable expenses to clients and therefore, will not be billed as part of this contract include the following: air travel, rental car, lodging, meals, and long distance phone charges between McMahon Associates offices. If it becomes necessary during the course of this project to travel elsewhere, those travel costs will be treated as reimbursable expenses. These expenses will be reflected in the monthly invoices.
5. **Attorney's Fees** - In connection with any litigation arising from the terms of this agreement, the prevailing party shall be entitled to all costs including reasonable attorney's fees at both the trial and appellate levels.
6. **Ownership and Use of Documents** - All original drawings and information are to remain the property of McMahon Associates, Inc. The client will be provided with copies of final drawings and/or reports for information and reference purposes.
7. **Insurance** - McMahon Associates, Inc. will maintain at its own expense Workman's Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance and, upon request, will furnish the client a certificate to verify same.
8. **Termination** - This agreement may be terminated by the authorized representative effective immediately on receipt of written notice. Payment will be due for services rendered through the date written notice is received.
9. **Binding Status** - The client and McMahon Associates, Inc. bind themselves, their partners, successors, assigns, heirs, and/or legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

IMPLEMENTATION PLAN—FUNDING STRATEGY

DRAFT—Subject to Change



Segment	Total Cost	Grant Funding Program	Grant Request	Match Amount	Notes
A Airport Road to Ellis Lane	\$620,000	Future Implementation			
B Ellis Lane to Reservoir Road	\$2,375,000				
C Reservoir Road to Boot Road	\$1,423,000	TAP	\$ 984,000	\$ 439,000	Federal funding requirements; 2 year timeframe for completion
D Boot Road to Goshen Village	\$ 397,000	MTF (CFA or PennDOT)	\$ 305,384	\$ 91,615	
E Goshen Village to PA 352	\$ 2,213,000	MTF (CFA or PennDOT)	\$1,702,307	\$ 510,692	
F PA 352 to Existing Applebrook Trail	\$ 258,000	C2P2	\$ 129,000	\$ 129,000	Possibly combine with G
G Connection between Existing Applebrook Trails	\$ 373,000	C2P2	\$ 186,500	\$ 186,500	Possibly combine with F

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
1580 PAOLI PIKE
OCTOBER 6, 2015 – 7:00 pm
DRAFT MINUTES**

The Board met in Executive Session from 5:30 p.m. to 6:55 p.m.

Present: Chairman Marty Shane, Vice-Chairman Senya D. Isayeff, and Supervisors Janet Emanuel, Chuck Proctor, Carmen Battavio, Township Manager Rick Smith, Township CFO Jon Altshul, Township Solicitor Kristin Camp, ABC Member Erich Meyer (Conservancy Board).

Call to order & Pledge of Allegiance:

Marty called the meeting to order at 7:00 pm and asked Rick to lead the assembly in the Pledge of Allegiance.

Moment of Silence:

Carmen called for a moment of silence to honor the members of the military who keep us safe and send Godspeed to all those who have lost their lives in the line of duty.

Recording of Meeting: No one indicated that they would be recording the meeting.

Chairman's Report:

Marty announced that there would be a Special Board of Supervisors meeting on Tuesday, October 13th at 7:00 pm to finalize the Paoli Pike Trail Conceptual Plan and to discuss the Draft Implementation Plan. Immediately afterwards, the Township staff will present the 2016 preliminary proposed budget.

Public Hearings:

The Board held a public hearing to consider the Adoption of a revised Ordinance Regulating Dogs and Owners of Dogs in the Township.

Carmen motioned to approve the Dog Ordinance as drafted. Senya seconded. The motion passed unanimously with a vote of 5-0. A court stenographer was present and will provide a full transcript of the hearing.

Fire Marshal Report: Carmen reported on the nature of the three fire incidents on September 25th, September 27th and September 30th, 2015.

Old Business:

Consider the Memorandum of Understanding (MOU) with the Westtown-East Goshen

Police Association regarding starting salaries for full-time officers: Marty explained that the Board needed to consider an MOU with the Police Association to consider changes to the starting salaries of police officers to make these salaries more competitive. He added that Westtown Township had previously approved the same MOU. Senya motioned to approve the

1 MOU with the Police Association. Carmen seconded. The Board voted unanimously in favor of
2 the motion.

3
4 **New Business:** Marty announced that the consideration of ABC goals and the resolution
5 concerning the future development of the Milltown Reservoir and Dam would be tabled to
6 another date as both are in need of further study and information:
7

8 **Consider Mr. Mullray's proposed recommendations for the replanting of trees at 1641**

9 **Manley Road:** Senya motioned to approve Mr. Mullray's recommendation to plant and initially
10 water a total of forty 2" caliper trees, including 20 trees at 200 Pheasant Run Road, 10 trees at
11 Applebrook Park, and 10 trees at East Goshen Township Park. Senya further stipulated that Mr.
12 Mullray must stake the trees as well. Janet seconded.
13

14 *Ed Last, 200 Pheasant Run Road,* inquired about when the trees would be planted. Mr. Last also
15 expressed a desire to inspect the trees at the nursery before the trees are planted. In addition, Mr.
16 Last discussed shrubs, trees and foliage that were damaged when a large branch fell on his
17 property during Mr. Mullray's construction. Mr. Mullray said he was not aware of such a thing
18 happening, but that he would stop by Mr. Last's property the next day to inspect any damage
19 done. Mr. Mullray and Mr. Last agreed to confer after the meeting to discuss dates and times for
20 the planting work.
21

22 The motion passed unanimously.
23

24 **Any Other Matter:**

25 **Consider Memorandum Regarding Two Grant Programs for the Paoli Pike Trail Funding:**

26 Senya motioned to accept Rick's recommendation for the Board to authorize Township staff to
27 solicit a proposal from McMahon Associates to provide assistance with the preparation of grant
28 applications for Penn DoT and DVRPC grants for the Paoli Pike Trail. Janet seconded. The
29 Board voted unanimously in favor of the motion.
30

31 **Public Comment - Hearing of Residents:**

32
33 *Chuck Heppler, 12A Reservoir Road,* asked the Board to confirm that item 10b from the meeting
34 agenda, regarding the Milltown Reservoir and Dam, was being tabled to another date to be
35 determined in order to obtain more information on the matter. The Board confirmed this.
36

37 *Rich Pramm, 1477 Glenbrook Lane,* asked the Board if they were considering a conservation
38 easements at the Milltown Reservoir and Dam. Marty said that the Board is considering all
39 options.
40

41 **Approval of Minutes:** The Board reviewed and corrected the minutes from the September 15,
42 2015 meeting. Marty said the minutes would stand approved as corrected.
43

44 **Treasurer's Report:**

45 *See attached Treasurer's Report for October 1, 2015.* The Board reviewed the Treasurer's
46 Report and the current invoices. Senya asked for clarification on the Applebrook Golf Day

1 expenditure. Rick replied that the expense is a pass through and that residents are charged
2 different amounts to play at Applebrook depending on whether they use a caddy or not. Carmen
3 moved to graciously accept the Treasurer's Report and the Expenditure Register Report as
4 recommended by the Treasurer, to accept the receipts and to authorize payment of the invoices
5 just reviewed. Marty seconded the motion. The Board voted unanimously to approve the
6 motion.

7
8 **Correspondence, Reports of Interest:** The Board acknowledged receipt of the following
9 reports of interest:

- 10 • The Boyer & Rotter LLC's operating controls audit of Keystone Collections Group to
11 July 1, 2014 to June 30, 2015
- 12 • The Intersection Safety Improvement Plan for East Goshen, Route 352 at Forest Lane.
13 Rick explained the traffic hazards at this intersection and the need for these safety
14 improvements.
- 15 • Right-To-Know Quarterly Report

16
17 **Any Other Matter (Continued):**

18 **Consider the Greenhow Fence Issue:** Marty commented that he supports Rick's response
19 letter to Mrs. Greenhow regarding her fence issue and that the letter should be sent. Senya added
20 that the fence in question meets all Township standards and that this issue should be put to rest.
21 Senya also noted that any further communication with Mrs. Greenhow regarding this particular
22 issue should make clear that this matter is now closed.

23
24 Chuck wished to state for the record the following facts relating to this issue:

- 25 • The Greenhow fence issue came to light in August of 2012.
- 26 • The issue was presented to the Township Zoning Hearing Board.
- 27 • Mrs. Greenhow was represented by legal counsel at this hearing. The resulting Zoning
28 Hearing Board decision was not in Mrs. Greenhow's favor.
- 29 • Chuck personally met with Mrs. Greenhow in September of 2013, after which time, Mrs.
30 Greenhow was silent on the issue.
- 31 • Chuck understands that this issue is a longstanding emotional sore spot for Mrs.
32 Greenhow.
- 33 • This issue has been handled through the legal process, which is now exhausted.
- 34 • There are no further appeals available to Mrs. Greenhow relating to this fencing issue and
35 this matter is now closed.

36
37 **Adjournment:**

38 There being no further business, Marty motioned to adjourn the meeting at 7:50 pm. Senya
39 seconded.

40
41 Respectfully submitted,
42 *Christina Rossetti Hartnett*
43 *Recording Secretary*

44
45 Attachment: *Treasurer's Report for October 1, 2015*
46

October 1, 2015

**TREASURER'S REPORT
2015 RECEIPTS AND BILLS**

GENERAL FUND

Real Estate Tax	\$2,574.05
Earned Income Tax	\$114,700.00
Local Service Tax	\$0.00
Transfer Tax	\$37,590.98
General Fund Interest Earned	\$0.00
Total Other Revenue	\$810,821.85
Total Receipts:	\$965,686.88

Accounts Payable	\$721,484.24
Electronic Pmts:	
Health Insurance	\$45,225.34
Credit Card	\$5,846.37
Postage	\$1,000.00
Debt Service	\$0.00
Payroll	\$130,022.28
Total Expenditures:	\$903,578.23

STATE LIQUID FUELS FUND

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

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

SINKING FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total Sinking Fund:	\$0.00

Total Expenditures:	\$12,355.00
---------------------	--------------------

TRANSPORTATION FUND

Receipts	\$396.25
Interest Earned	\$0.00
Total Sinking Fund:	\$396.25

Expenditures:	\$8,275.30
---------------	-------------------

SEWER OPERATING FUND

Receipts	\$128,399.11
Interest Earned	\$0.00
Total Sewer:	\$128,399.11

Accounts Payable	\$68,361.08
Debt Service	\$0.00
Credit Card	\$0.00
Total Expenditures:	\$68,361.08

REFUSE FUND

Receipts	\$30,016.45
Interest Earned	\$0.00
Total Refuse:	\$30,016.45

Expenditures:	\$30,598.66
---------------	--------------------

SEWER SINKING FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total Sewer Sinking Fund:	\$0.00

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

OPERATING RESERVE FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total Operating Reserve Fund:	\$0.00

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

Events Fund

Receipts	\$0.00
Interest Earned	\$0.00
Total Events Fund:	\$0.00

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

1



October 9, 2014

RECEIVED

OCT 14 2015

East Goshen Township
Jon Altshul
1580 Paoli Pike
West Chester, PA 19380

Dear Jon:

This is to request that serious consideration be given to making a contribution to the Neighborhood Health Agencies, Inc., through your 2014-2015 budget. While we realize funds are tight every year, contributions are critical to our ability to meet the home health needs of your residents at a time of escalating costs and significant tightening of benefit programs, including Medicare and Medicaid.

Our statistics for your township indicate that 1053 East Goshen residents were served during the fiscal year 2014-2015 by hospice or home care.

A contribution would be greatly appreciated to continue our ability to meet the needs of the citizens of your community not covered by other funding sources. This contribution will help maintain the quality, in-home health services provided by this agency. We would welcome a gift of any size.

I am available to make a presentation to township officials or residents concerning our services and mission at any time. Please contact me if you wish to schedule such an opportunity.

The ongoing support of the municipalities we serve is much needed by this agency and will be greatly valued.

Sincerely yours,

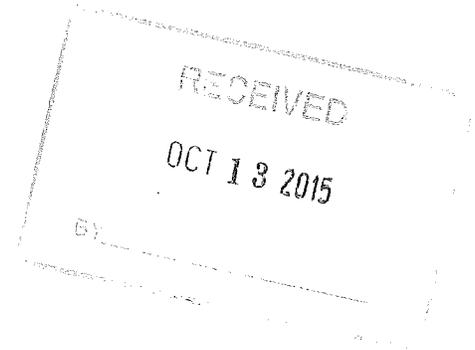
Andrea L. Devoti, RN, MSN, MBA
President and CEO

ALD/nam



MALVERN PUBLIC LIBRARY

Read • Connect • Discover



TO: East Goshen Township Supervisors
FROM: Malvern Public Library Board of Trustees
SUBJECT: Funding for 2016
DATE: October 9, 2015

First, we want to let you know the Library sincerely appreciates your generous support of the library over the years and request that you continue to seriously consider our funding needs when planning your 2016 budget.

Libraries are America's great information equalizers – the only place people of all ages and backgrounds can find and freely use such a diversity of resources, along with the expert guidance of librarians. The Malvern Library provides resources supporting the economic, educational and community needs of our patrons. All of our programs and resources are provided at no cost to our patrons.

For residents who are seeking employment and small businesses seeking data, libraries are important community resources. Use of Malvern Library's public computers with free Internet access, as well as WIFI access, has increased as patrons research opportunities, apply for jobs online, type resumes and cover letters, and open email accounts.

Libraries also play a vital role in enriching early childhood education. The Malvern Library provides many early literacy classes for young children designed for reading readiness at age appropriate levels. On weekday afternoons, the Library provides workspace for tutors to meet with students, free access to computers for students, and research support for student papers and projects. The library also serves as a primary resource for home-schooled children, a large and continually growing population within our community.

In addition to these school year services, the Library also offers summer programs including reading club, guest performers, craft days, and game days. The library also hosts GSK's "Science in the Summer" program, which provides several free, weeklong science enrichment classes for elementary age children. There was a teen reading club. During the summer we once again partnered with Great Valley School District to circulate school library books during the summer months. Students registered in our Summer Reading Club read 2,100 hours. Teens read 250 books.

This summer the Go WilMa program again created enthusiasm for the various township parks in Willistown, Malvern and East Goshen. We had 450 children register for the program which was tied in to our summer reading club. These participants made almost 1,600 visits to various township parks. Families enjoyed both the outdoor focus of the program and the fact that they could visit the sites on their schedule.

The Library also plays a vital role in the life of our community. Several community groups are based out of the Library including a knitting club and a monthly book club. In addition to these organizations,

many Mom and Tot playgroups have formed out of their involvement in our preschool programming. We participate in community events and have become a drop off station for clothing and food drives organized by other organizations. A library advocacy group has been established to increase awareness of library services. The Library is an important and undeniable community building resource for our patrons.

Attendance and use of the Library resources are always in demand. Last year, patrons check out over 135,000 items. We continually strive to maintain and develop the collections of printed, audio, visual and electronic materials, provide access to web-based data, maintain qualified staff support and maintain convenient hours of operations. We have pre-loaded e-Readers in our collection and patrons have access to free e-books, e-audio books and e-magazines through the library system website.

We are proud that the library is an inviting community resource that provides programs and services to East Goshen residents of all ages and we could not do it without your support.

Our statistics for 2014 show:

- Approximately 20% or 27,064 items checked out at Malvern Library were for East Goshen residents.
- East Goshen residents represent 25% or 116 of the individuals requesting new library cards.
- The library has approximately 22 storytimes each month that attract 400 children. East Goshen children represent 24% of that total.
- During the 8 week 2015 Summer Program, we had 450 children register for our GoWilMa/Reading Club...about 20% of the children were EG residents. We had approximately 3,425 separate registrations for the other programming during the summer (storytimes, performances, Science in the Summer, crafts, teen programs). Of that total 21% (719 participants) were EG residents.

Although demands made on libraries are evolving, we strive to carefully allocate our resources to serve our patrons. An important focus of our development is the constant changes in information technology, both for patrons and staff.

We realize that municipalities are asked to fund many services, but we ask that you fund us in 2016 at the same level as 2015. Level funding of \$18,000 will enable us to maintain the level of service East Goshen residents expect from their library.

If we can provide you with any further information, please contact Rosalie Dietz, our Director at 610-644-7259.

Submitted by: Judy Schafer, East Goshen Representative
Cheryl McCabe, East Goshen Representative, Board Secretary

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

CHESTER COUNTY

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

October 7, 2015

Ms. Rebecca Greenhow
607 Thorncroft Drive
West Chester, PA 19380

Dear Ms. Greenhow,

Thank you for your e-mail of October 3, 2015. The Board discussed your concerns at their meeting on October 6, 2015 and asked me to respond to your letter. With regards to your questions I would offer the following.

(1) Has the good "finished" side out ordinance in question **ever** been enforced?

Yes. I spoke to Mark Gordon who advised me that over his 13 year tenure there have been a few instances in which a homeowner installed a six foot high stockade fence with the finished side facing in. Once he advised them of the problem and the homeowner reversed the fence panels to bring the fence into compliance. He does not recall ever having to issue an enforcement notice with regards to the finished side out requirement. He also noted that most fence companies call the Township and ask about the fence requirements before issuing an estimate or starting work.

(2) In the absence of fence permits, how does East Goshen Township plan to enforce this and other fence ordinances?

If the Building Inspectors observe a fence being installed in violation of the fence requirements we notify the property owner of the problem. In addition the Township also responds to complaints. This is consistent with how we enforce the other provisions of the Township Code.

(3) Are local fence ordinances nullified when one installs a pool?

No, the property owner must comply with the requirements of both the fence ordinance and the swimming pool ordinance.

As I noted in my previous letter, I would encourage you to contact a landscaper and see what steps you can take on your property to screen your view of your neighbor's fence. In addition it was the consensus of the Board that they considered this matter closed since the Zoning Hearing Board determined that your neighbor's fence is in compliance with the Township Code.

Sincerely,



Louis F. Smith, Jr.
Township Manager

Cc: Board of Supervisors ✓