

**AGENDA**  
**EAST GOSHEN TOWNSHIP**  
**BOARD OF SUPERVISORS**

Tuesday, July 11, 2017

6:00 PM Executive Session – Pending Litigation

7:00 PM Public Meeting

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. Announce the Board meet in Executive session prior to tonight’s meeting to discuss a pending litigation matter.
6. **Public Hearing**
  - a. The Board will conduct a public hearing to consider an amendment to the Zoning Ordinance that would address **Medical Marijuana uses**. **A copy of the transcript of the public hearing will be appended to the minutes of this meeting once the decision becomes “final, binding and nonappealable”.**
  - a. The Board will conduct a public hearing to consider an amendment to the Zoning Ordinance that would address the new **FEMA Floodplain Regulations**. **A copy of the transcript of the public hearing will be appended to the minutes of this meeting once the decision becomes “final, binding and nonappealable”.**
7. Emergency Services Reports
  - WEGO – none
  - Goshen Fire Co – none
  - Malvern Fire Co – none
  - Fire Marshal – none
8. Financial Report – none
9. Old Business
  - a. **Consider pond study.**
10. New Business
  - a. Consider **Crown Castle Agreement**
  - b. Consider executing final plans and escrow agreements for **1420 E. Strasburg Road**.
  - c. Consider **Milling Machine** rental bid.
  - d. Consider lowering the assumed rate of return for the **Police Pension Plan**.
  - e. Consider Stormwater Agreement for **909 Sorrell Hill Drive**.
  - f. Consider **Wash Bay**
11. Any Other Matter
12. Approval of Minutes
  - a. **June 20, 2017**
  - b. **June 22, 2017**

13. [Treasurer's Report – July 5, 2017](#)
14. Liaison Reports
15. Correspondence, Reports of Interest
  - a. June 20, 2017 – [FEMA](#) – New Floodplain Regulation
  - b. June 23, 2017 – [PENN DOT](#) – Vehicle Counts on Township roads
  - c. July 2, 2017 – [Catherine Voorhees – Pipeline safety](#)
16. Public Comment – Hearing of Residents
17. 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:

Jul 12, 2017	Planning Commission	07:00pm
Jul 12, 2017	Conservancy Board	07:00pm
Jul 13, 2017	Farmers Market	03:00pm
Jul 17, 2017	Futurist Committee	07:00pm
Jul 18, 2017	Board of Supervisors	07:00pm
Jul 20, 2017	Farmers Market	03:00pm
Jul 27, 2017	Farmers Market	07:00pm
Aug 01, 2017	Board of Supervisors	07:00pm
Aug 02, 2017	Planning Commission	07:00pm
Aug 03, 2017	Park and Rec Commission	07:00pm
Aug 09, 2017	Conservancy Board	07:00pm
Aug 14, 2017	Municipal Authority	07:00pm
Aug 15, 2017	Board of Supervisors	07:00pm
Aug 17, 2017	Paoli Pike Corridor Master Plan Committee	07:00pm
Aug 21, 2017	Futurist Committee	07:00pm

Newsletter Deadlines for Fall of 2017: August 1<sup>st</sup>

**NOTICE IS GIVEN** that the Board of Supervisors of East Goshen Township will conduct a public hearing on **Tuesday, July 11, 2017** as part of the public meeting which begins at 7:00 p.m., prevailing time at the Township municipal building located at 1580 Paoli Pike, West Chester, Pennsylvania 19380 to consider and possibly adopt two ordinances which would amend Chapter 240 of the East Goshen Township Code, titled "Zoning." The first ordinance has the following title and summary:

**AN ORDINANCE AMENDING THE EAST GOSHEN TOWNSHIP ZONING ORDINANCE OF 1997, AS AMENDED, SECTION 240-6 TO ADD DEFINITIONS FOR DISPENSARY, GROWER/PROCESSOR AND MEDICAL MARIJUANA; SECTION 240-15.B TO ADD A NEW SUBPARAGRAPH (13) TO ALLOW A DISPENSARY AS A BY RIGHT USE IN THE C-2 COMMERCIAL DISTRICT; SECTION 240-16.B TO ADD A NEW SUBPARAGRAPH (19) TO ALLOW A DISPENSARY AS A BY RIGHT USE IN THE C-4 COMMERCIAL DISTRICT; SECTION 240-19.C TO ADD A NEW SUBPARAGRAPH (32) TO ALLOW A GROWER/PROCESSOR BY CONDITIONAL USE IN THE I-1 INDUSTRIAL DISTRICT; SECTION 240-20 TO ADD A NEW SUBPARAGRAPH (28) TO ALLOW A GROWER/PROCESSOR BY CONDITIONAL USE IN THE I-2 DISTRICT; SECTION 240-21.C TO ADD A NEW SUBPARAGRAPH TO ALLOW A GROWER/PROCESSOR BY CONDITIONAL USE IN THE BUSINESS DISTRICT; SECTION 240-33 TO ADD PARKING REQUIREMENTS FOR DISPENSARY AND GROWER/PROCESSOR.**

The second ordinance has the following title and summary:

**AN ORDINANCE OF EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE EAST GOSHEN TOWNSHIP ZONING ORDINANCE OF 1997 BY REPLACING SECTION 240-26.B OF THE ZONING ORDINANCE WITH UPDATED FLOODPLAIN MANAGEMENT REGULATIONS GOVERNING THE FLOODPLAIN PERMITTING PROCESS, SETTING FORTH MINIMUM REQUIREMENTS FOR NEW CONSTRUCTION AND DEVELOPMENT, RELATED PROVISIONS GOVERNING ALL IMPROVEMENTS IN IDENTIFIED FLOODPLAIN AREAS, ESTABLISHING PENALTIES FOR ANY PERSONS WHO FAIL TO COMPLY WITH REQUIRED PROVISIONS, REPEALING CERTAIN DEFINITIONS CONTAINED WITH THE ZONING ORDINANCE IN SECTION 240-6, AND ADOPTING REQUIRED SEVERABILITY, REPEALER AND CODIFICATION PROVISIONS.**

**SUMMARY:** The Federal Emergency Management Agency (FEMA) is updating the Chester County Flood Insurance Rate Maps to revise floodplain boundaries for selected reaches within the Brandywine/Red Clay/White Clay and Octoraro Creek Watersheds which will become effective on September 29, 2017. All municipalities, including East Goshen must update, adopt and receive approval of their Floodplain Ordinance prior to the date that the maps become effective to remain in the National Flood Insurance Program. The proposed Ordinance will amend and replace Section 240-26.B of the Zoning Ordinance with updated Floodplain Management regulations governing the permitting process, setting forth minimum requirements for new construction and development, related provisions governing all improvements in identified floodplain areas and establishing penalties for any persons who fail, or refuse to comply with the requirements or provisions of this Ordinance.

The complete verbatim text of the proposed Ordinances are available for public inspection and may be examined without charge or obtained for a charge not greater than the cost thereof at the Township's administrative offices at the above address during the normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, and are also on file for public inspection at the offices of the *Daily Local News*, 250 North Bradford Avenue, West Chester, Pennsylvania and the Chester County Law Library, Chester County Justice Center, Suite 2400, 201 W. Market Street, West Chester, PA 19380, where the same may be examined without charge. If any person requires an accommodation to participate in the hearing, please contact the Township building at least 24 hours in advance of the hearing at (610) 692-7171.

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

***PLEASE PUBLISH ON June 20, 2017 and June 27, 2017***

# Memorandum

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East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

Voice: 610-692-7171  
Fax: 610-692-8950  
E-mail: [mgordon@eastgoshen.org](mailto:mgordon@eastgoshen.org)

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Date: 5/18/2017  
To: Board of Supervisors  
From: Mark Gordon, Township Zoning Officer *mlb*  
Re: Medical Marijuana Ordinance

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Dear Board Members,

As you know, the Township Staff, Solicitor and Planning Commission have been working on the Medical Marijuana (MMJ) Ordinance. The PC has drafted and forwarded to you a proposed ordinance regulating Medical Marijuana uses for your review.

You may also recall that the PA MMJ Act specifically addressed zoning for MMJ; and it reads:

**Section 2107. Zoning.**

***The following apply:***

***(1) A grower/processor shall meet the same municipal zoning and land use requirements as other manufacturing, processing and production facilities that are located in the same zoning district.***

***(2) A dispensary shall meet the same municipal zoning and land use requirements as other commercial facilities that are located in the same zoning district.***

Those two sentences tell us:

1. Grower/processors are to be treated as a manufacturing use
2. Dispensaries are to be treated as a commercial use.

In Summary, the proposed ordinance addresses the following:

1. Add definitions for medical marijuana dispensary, medical marijuana grower/processor and medical marijuana.
2. Add a new subparagraph to allow retail sale of legal drugs in the C-1 Community Commercial District. ***(Currently this use is not permitted in the C-1 and the PC believes it makes sense to keep this use along West Chester Pike.)***

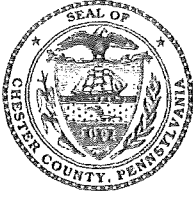
3. Add a new subparagraph to allow a medical marijuana dispensary as a by right use in the C-1 Community Commercial District. ***(The sale of Legal Drugs is currently a permitted use by right in the C-4 District, the C-1 is directly across the street so the PC believes this makes sense.)***
4. Remove the retail sale of legal drugs as a by right use in the C-2 Local Convenience Commercial District. ***(The PC does not believe that this use is appropriate in the middle of the Township and within the "Town Center – Goshenville".)***
5. Add a new subparagraph to allow a medical marijuana dispensary as a by right use in the C-4 Planned Highway Commercial District. ***(Legal Drugs are already a use by right in the C-4, this just clarifies and names MMJ dispensaries as a use by right.)***
6. Add a new subparagraph to allow a medical marijuana grower/processor by conditional use in the I-1 Light Industrial District. ***(Manufacturing is currently a conditional use in the I-1 district so we are permitting MMJ Grow/Process here as well.)***
7. Add a new subparagraph to allow a medical marijuana grower/processor by conditional use in the I-2 Planned Business, Research, and Limited Industrial District. ***(Manufacturing is currently a conditional use in the I-2 district so we are permitting MMJ Grow/Process here as well.)***
8. Add a new subparagraph to allow a medical marijuana grower/processor by conditional use in the BP Business Park District. ***(Manufacturing is currently a conditional use in the BP district so we are permitting MMJ Grow/Process here as well.)***
9. Add parking requirements for a medical marijuana dispensary and medical marijuana grower/processor. ***(Added a standard for both uses that is consistent with other similar uses.)***

**Staff Recommendation:**

Staff and the Planning Commission worked closely with the Solicitor to draft this ordinance amendment and have forwarded their recommendation for approval.

**Draft Motion:**

Mr. Chairman, I move that we adopt the proposed Zoning Ordinance Amendment addressing Medical Marijuana uses.



# THE COUNTY OF CHESTER



## COMMISSIONERS

Michelle Kichline  
Kathi Cozzone  
Terence Farrell

Brian N. O'Leary, AICP  
Executive Director

## PLANNING COMMISSION

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

May 26, 2017

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

Re: Zoning Ordinance Amendment – Medical Marijuana  
# ZA-05-17-14872 - East Goshen Township

Dear Mr. Smith:

The Chester County Planning Commission has reviewed the proposed East Goshen Township Zoning Ordinance amendment as submitted pursuant to the provisions of the Pennsylvania Municipalities Planning Code, Section 609(e). The referral for review was received by this office on April 28, 2017. We offer the following comments to assist in your review of the proposed East Goshen Township Zoning Ordinance amendment.

### DESCRIPTION:

1. East Goshen Township proposes the following amendments to its Zoning Ordinance:
  - A. Medical Marijuana Dispensary, Medical Marijuana Grower/Processor, and Medical Marijuana are defined.
  - B. The sale of legal drugs and Medical Marijuana Dispensary in the Community Commercial district is permitted by-right.
  - C. The sale of legal drugs as a by-right use in the Local Convenience Commercial district is eliminated.
  - D. Medical Marijuana Dispensary is permitted by-right in the Planned Highway Commercial District.
  - E. Medical Marijuana Grower/Processor is permitted by conditional use in the Light Industrial District, in the Planned Business, Research and Limited Industrial District, and in the Business Park District.
  - F. Parking Requirements are added for a Medical Marijuana Dispensary and Medical Marijuana Grower/Processor.

### COMMENTS:

2. According to the Pennsylvania Medical Marijuana Act, Chester County is located in the Southeast Pennsylvania Region, in which is allocated 2 of 12 initial permits for growers/processors and 9 of 27 initial permits for dispensaries; one of which will be allocated to Chester County (note that the Pennsylvania Medical Marijuana Act allows one dispensary permit to be include up to three dispensaries). Medical marijuana growers and processors must hold a

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Re: Zoning Ordinance Amendment – Medical Marijuana

# ZA-05-17-14872 - East Goshen Township

permit issued by the Pennsylvania Department of Health. It appears appropriate for East Goshen Township to be prepared for potential applications for medical marijuana growing and processing.

**RECOMMENDATION: The County Planning Commission supports the adoption of the proposed East Goshen Township Zoning Ordinance amendment.**

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

Sincerely,

A handwritten signature in black ink that reads "Wes Bruckno". The signature is written in a cursive, flowing style.

Wes Bruckno, AICP  
Senior Review Planner



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

May 10, 2017

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

Re: Medical Marijuana Ordinance

Dear Board Members:

The Planning Commission unanimously passed the following motion at their meeting on May 3 2017 recommending approval of the proposed Medical Marijuana Ordinance.

"Mr. Chairman, I move that the Planning Commission recommend approval of the proposed Medical Marijuana ordinance provided that the Chester County Planning Commission has no material comments."

Sincerely,



Mark A. Gordon  
Township Zoning Officer

SHWT TO CLPC

EAST GOSHEN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA

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

AN ORDINANCE AMENDING THE EAST GOSHEN TOWNSHIP ZONING ORDINANCE OF 1997, AS AMENDED, SECTION 240-6 TO ADD DEFINITIONS FOR MEDICAL MARIJUANA DISPENSARY, MEDICAL MARIJUANA GROWER/PROCESSOR AND MEDICAL MARIJUANA; SECTION 240-14.B(4) TO ADD A NEW SUBPARAGRAPH (g) TO ALLOW RETAIL SALE OF LEGAL DRUGS IN THE C-1 COMMUNITY COMMERCIAL DISTRICT; SECTION 240-14.B TO ADD A NEW SUBPARAGRAPH (16) TO ALLOW A MEDICAL MARIJUANA DISPENSARY AS A BY RIGHT USE IN THE C-1 COMMUNITY COMMERCIAL DISTRICT; SECTION 240-15.B(2) TO REMOVE THE RETAIL SALE OF LEGAL DRUGS AS A BY RIGHT USE IN THE C-2 LOCAL CONVENIENCE COMMERCIAL DISTRICT; SECTION 240-16.B TO ADD A NEW SUBPARAGRAPH (19) TO ALLOW A MEDICAL MARIJUANA DISPENSARY AS A BY RIGHT USE IN THE C-4 PLANNED HIGHWAY COMMERCIAL DISTRICT; SECTION 240-19.C TO ADD A NEW SUBPARAGRAPH (32) TO ALLOW A MEDICAL MARIJUANA GROWER/PROCESSOR BY CONDITIONAL USE IN THE I-1 LIGHT INDUSTRIAL DISTRICT; SECTION 240-20 TO ADD A NEW SUBPARAGRAPH (28) TO ALLOW A MEDICAL MARIJUANA GROWER/PROCESSOR BY CONDITIONAL USE IN THE I-2 PLANNED BUSINESS, RESEARCH, AND LIMITED INDUSTRIAL DISTRICT; SECTION 240-21.C TO ADD A NEW SUBPARAGRAPH (26) TO ALLOW A MEDICAL MARIJUANA GROWER/PROCESSOR BY CONDITIONAL USE IN THE BUSINESS PARK DISTRICT; SECTION 240-33.A TO ADD PARKING REQUIREMENTS FOR A MEDICAL MARIJUANA DISPENSARY AND MEDICAL MARIJUANA GROWER/PROCESSOR.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Goshen Township, that the East Goshen Township Zoning Ordinance of 1997, as amended, which is codified in Chapter 240 of the East Goshen Township Code, titled, "Zoning", shall be amended as follows:

**SECTION 1.** Section 240-6, titled, "Definitions", shall be amended to include the following definitions:

**MEDICAL MARIJUANA DISPENSARY-** A person, including a natural person,

corporation, partnership, association, trust or other entity, or any combination thereof, which holds a permit issued by the Commonwealth of Pennsylvania Department of Health (DOH) to dispense medical marijuana.

**MEDICAL MARIJUANA GROWER/PROCESSOR-** A person, including a natural person, corporation, partnership, association, trust or other entity, or any combination thereof, which holds a permit issued by the Commonwealth of Pennsylvania Department of Health (DOH) to grow and process medical marijuana.

**MEDICAL MARIJUANA-** Marijuana for certified medical use as legally permitted by the Commonwealth of Pennsylvania pursuant to the Pennsylvania Medical Marijuana Act, 35 P.S. § 10231.101 *et seq.*

**SECTION 2.** Section 240-14.B(4) shall be amended to add a new subparagraph (g) which shall provide as follows:

“(g). Legal drugs.”

**SECTION 3.** Section 240-14.B shall be amended to add a new subparagraph (16) which shall provide as follows:

“(16). Medical marijuana dispensary.”

**SECTION 4.** Section 240-15.B(2)(b) shall be amended as follows:

“(b). Gift items, newspapers, cameras, stationary, books, cigarettes, flowers, custom-made crafts, luggage and candy.”

**SECTION 5.** Section 240-16.B shall be amended to add a new subparagraph (19) which shall provide as follows:

“(19). Medical marijuana dispensary.”

**SECTION 6.** Section 240-19.C shall be amended to add a new subparagraph (32) which shall provide as follows:

“(32). Medical marijuana grower/processor.”

**SECTION 7.** Section 240-20.D shall be amended to add a new subparagraph (28) which shall provide as follows:

“(28). Medical marijuana grower/processor.”

**SECTION 8.** Section 240-21.C shall be amended to add a new subparagraph (26) which shall provide as follows:

“(26). Medical marijuana grower/processor.”

**SECTION 9.** The table of off street parking requirements in Section 240-33.A(1) shall be amended to add the following parking requirements:

**Minimum Off-Street Parking Requirements**

<b>Use</b>	<b>Minimum Off-Street Parking Spaces</b>	<b>Plus the Following Minimum Off-Street Parking Spaces</b>
E. 13. Medical Marijuana Dispensary	1 per 150 sq. ft.	1 space per 2 employees
F. 3. Medical Marijuana Grower/Processor	1 space per 1,000 sq. ft. gross floor area	1 space per employee

**SECTION 10. Severability.** If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

**SECTION 11. Repealer.** All ordinances or parts of ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

**SECTION 12. Effective Date.** This Ordinance shall become effective in five (5) days from the date of adoption.

**ENACTED AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS**

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

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

\_\_\_\_\_  
Carmen Battavio, Vice-Chairman

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

Janet L. Emanuel, Member


Michael Lynch, Member

# Memorandum

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

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**Date:** 7/5/2017  
**To:** Board of Supervisors  
**From:** Mark Gordon, Zoning Officer   
**Re:** Township Floodplain Ordinance

Dear Board Members,

As you know, the FEMA Flood Insurance Rate Maps in Chester County have been revised and re-issued as per federal requirements and individual Municipalities need to adopt them. In addition all municipalities were required to submit their Floodplain ordinances for review and approval. Due to all the changes in the federal regulations since our last floodplain ordinance revision the PA DCED is requiring that East Goshen update our Floodplain ordinance and recommended that we use the PA model floodplain ordinance. Therefore the DCED, Township Staff and the Township Solicitor have worked together to draft the new Floodplain ordinance.

The CCPC has reviewed the proposed draft ordinance before you and has no major comments. The comment in the CCPC review letter about by removing the term "Variance" has been addressed in the latest version of the ordinance and the CCPC has amended their review letter to reflect that change.

**Draft Motion:**

Mr. Chairman, I move that we adopt the revised Floodplain Ordinance.



# THE COUNTY OF CHESTER



## COMMISSIONERS

Michelle Kichline  
Kathi Cozzone  
Terence Farrell

Brian N. O'Leary, AICP  
Executive Director

## PLANNING COMMISSION

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

June 22, 2017

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

Re: Zoning Ordinance Amendment - Floodplain Regulations  
# ZA-06-17-14937 - East Goshen Township

Dear Mr. Smith:

The Chester County Planning Commission has reviewed the proposed zoning ordinance amendment as submitted pursuant to the provisions of the Pennsylvania Municipalities Planning Code, Section 609(e). The referral for review was received by this office on June 12, 2017. We offer the following comments to assist in your review of the proposed zoning amendment.

### DESCRIPTION:

1. East Goshen Township proposes the following amendments to its Zoning Ordinance:
  - A. Delete existing Section 240-26.B, Floodplain Regulations, in its entirety, to be replaced by the proposed ordinance language specified in Section 1 of the draft Ordinance. Sections on Statutory Authorization, General Provisions, Administration, Identification of Floodplain Areas, Technical Provisions, Prohibited Activities, Existing Structures in Identified Floodplain Areas, Variances, and Definitions are provided; and
  - B. Delete the existing definitions of the following terms from Section 240-6, Definitions: Base Flood, Base Flood Elevation, Floodway and Floodplain.
2. The County Planning Commission reviewed an earlier version of this zoning amendment on May 19, 2017 (CCPC# ZA-05-17-14871). We acknowledge that the definitions issue raised in comment #4 of our previous review has been addressed by the Township.

### COMMENTS:

3. As stated in our previous review, the proposed ordinance language appears to follow the requirements of the Pennsylvania Department of Community and Economic Development (PA DCED). It is our understanding that the pre-adoption review of the proposed ordinance language has been completed, so that the final draft floodplain ordinance has been reviewed and approved by PA DCED as compliant.
4. We note the proposed ordinance language significantly limits disturbance of the floodplain. This is consistent with the County Planning Commission's policy to encourage municipalities to prohibit construction and encroachments within the floodplain; Water Policy N.R. 3.2 of *Landscapes2*, the County Comprehensive Plan, states regulated floodplains should be protected

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Re: Zoning Ordinance Amendment - Floodplain Regulations  
# ZA-06-17-14937 - East Goshen Township

“from encroachment to ensure the safe conveyance of 100 year flood flows, protect public safety and reduce public costs from flood damages.”

**RECOMMENDATION:** The County Planning Commission supports the adoption of the proposed zoning ordinance amendment.

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

Sincerely,

A handwritten signature in black ink that reads "Paul Farkas". The signature is written in a cursive, slightly slanted style.

Paul Farkas  
Senior Review Planner

cc: Dani-Ella Betz, Chester County Water Resources Authority



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

June 8, 2017

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

Re: Floodplain Ordinance

Dear Board Members:

The Planning Commission reviewed the floodplain ordinance at their meeting last night and unanimously approved the following motion:

Mr. Chairman, I move that the Planning Commission recommend that the Board of Supervisors adopt the updated and revised Floodplain Ordinance with the following condition:

1. Revise the term "Variance" on page 29 to the satisfaction of the PA DCED and the CCPC.

Sincerely,



Mark A. Gordon  
Township Zoning Officer

**EAST GOSHEN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

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

**AN ORDINANCE OF EAST GOSHEN TOWNSHIP,  
CHESTER COUNTY, PENNSYLVANIA, AMENDING THE  
EAST GOSHEN TOWNSHIP ZONING ORDINANCE OF  
1997 BY REPLACING SECTION 240-26.B OF THE ZONING  
ORDINANCE WITH UPDATED FLOODPLAIN  
MANAGEMENT REGULATIONS GOVERNING THE  
FLOODPLAIN PERMITTING PROCESS, SETTING FORTH  
MINIMUM REQUIREMENTS FOR NEW CONSTRUCTION  
AND DEVELOPMENT, RELATED PROVISIONS  
GOVERNING ALL IMPROVEMENTS IN IDENTIFIED  
FLOODPLAIN AREAS, ESTABLISHING PENALTIES FOR  
ANY PERSONS WHO FAIL TO COMPLY WITH  
REQUIRED PROVISIONS, REPEALING CERTAIN  
DEFINITIONS CONTAINED WITH THE ZONING  
ORDINANCE IN SECTION 240-6, AND ADOPTING  
REQUIRED SEVERABILITY, REPEALER AND  
CODIFICATION PROVISIONS.**

BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Goshen Township that the East Goshen Township Zoning Ordinance of 1997 is hereby amended as follows:

**SECTION 1.** Chapter 240 Zoning, Article V. Supplemental Regulations, Section 240-26.B Floodplain Regulations shall be deleted and removed in its entirety, and shall hereby be amended and replaced with a new Section 240-26.B which shall read as follows (subject to any additional reformatting and renumbering by General Code):

“B. Floodplain Regulations.

(1) STATUTORY AUTHORIZATION

The Legislature of the Commonwealth of Pennsylvania has, by the passage of the Pennsylvania Flood Plain Management Act of 1978, delegated the responsibility to local governmental units to adopt floodplain management regulations to promote public health, safety, and the general welfare of its citizenry. Pursuant to such authority and the authority granted by the Pennsylvania Municipalities Planning Code, the Board of Supervisors (the “Board”) of East Goshen Township (the “Township”) adopts the following floodplain regulations.

## (2) GENERAL PROVISIONS

### A. Intent

The intent of this Ordinance is to:

1. Promote the general health, welfare, and safety of the community.
2. Encourage the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future.
3. Minimize danger to public health by protecting water supply and natural drainage.
4. Reduce financial burdens imposed on the community, its governmental units, and its residents, by preventing excessive development in areas subject to flooding.
5. Comply with federal and state floodplain management requirements.

### B. Applicability

It shall be unlawful for any person, partnership, business or corporation to undertake, or cause to be undertaken, any construction or development anywhere within the Identified Floodplain Area within the Township unless a Permit has been obtained from the Floodplain Administrator.

### C. Abrogation and Greater Restrictions

This ordinance supersedes any other conflicting provisions which may be in effect in Identified Floodplain Areas. However, any other ordinance provisions shall remain in full force and effect to the extent that those provisions are more restrictive. If there is any conflict between any of the provisions of this ordinance, the more restrictive shall apply.

### D. Warning and Disclaimer of Liability

The degree of flood protection sought by the provisions of this ordinance is considered reasonable for regulatory purposes and is based on accepted engineering methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This Ordinance does not imply that areas outside any Identified Floodplain Area, or that land uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Township or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

## (3) ADMINISTRATION

### A. Designation of the Floodplain Administrator

The Township Zoning Officer is hereby appointed to administer and enforce this ordinance and is referred to herein as the Floodplain Administrator. The Floodplain Administrator may: (A) Fulfill the duties and responsibilities set forth in these regulations, (B) Delegate duties and responsibilities set forth in these regulations to qualified technical personnel, plan examiners,

inspectors, and other employees, or (C) Enter into a written agreement or written contract with another agency or private sector entity to administer specific provisions of these regulations. Administration of any part of these regulations by another entity shall not relieve the community of its responsibilities pursuant to the participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22.

In the absence of a designated Floodplain Administrator, the Floodplain Administrator duties are to be fulfilled by the Township Manager.

#### B. Permits Required

A permit shall be required before any construction or development is undertaken within any Identified Floodplain Area of the Township.

#### C. Duties and Responsibilities of the Floodplain Administrator

1. The Floodplain Administrator shall issue a permit only after it has been determined that the proposed work to be undertaken will be in conformance with the requirements of this and all other applicable codes and ordinances.
2. Prior to the issuance of any permit, the Floodplain Administrator shall review the application for the permit to determine if all other necessary government permits required by state and federal laws have been obtained, such as those required by the Pennsylvania Sewage Facilities Act (Act 1966-537, as amended); the Pennsylvania Dam Safety and Encroachments Act (Act 1978-325, as amended); the Pennsylvania Clean Streams Act (Act 1937-394, as amended); and the U.S. Clean Water Act, Section 404, 33, U.S.C. 1344. No permit shall be issued until this determination has been made.
3. In the case of existing structures, prior to the issuance of any Development/Permit, the Floodplain Administrator shall review the proposed cost of improvements or repairs and the pre-improvement market value of the structure, so that a substantial improvement/substantial damage determination can be made, in accordance with FEMA's Substantial Improvement/Substantial Damage Desk Reference.
4. In the case of existing structures, prior to the issuance of any Development/Permit, the Floodplain Administrator shall review the history of repairs to the subject building, so that any cumulative substantial damage concerns can be addressed before the permit is issued.
5. During the construction period, the Floodplain Administrator or other authorized official shall inspect the premises to determine that the work is progressing in compliance with the information provided on the permit application and with all applicable municipal laws and ordinances. He/she shall make as many inspections during and upon completion of the work as are necessary.
6. In the discharge of his/her duties, the Floodplain Administrator shall have the authority to enter any building, structure, premises or development in the identified floodplain area, upon presentation of proper credentials, at any reasonable hour to enforce the provisions of this ordinance.

7. In the event the Floodplain Administrator discovers that the work does not comply with the permit application or any applicable laws and ordinances, or that there has been a false statement or misrepresentation by any applicant, the Floodplain Administrator shall revoke the Permit and report such fact to the Board of Supervisors for whatever action it considers necessary.
8. The Floodplain Administrator shall maintain in perpetuity, or for the lifetime of the structure, all records associated with the requirements of this ordinance including, but not limited to, finished construction elevation data, permitting, inspection and enforcement.
9. The Floodplain Administrator is the official responsible for submitting a biennial report to FEMA concerning community participation in the National Flood Insurance Program as requested.
10. The responsibility, authority and means to implement the commitments of the Floodplain Administrator can be delegated from the person identified. However, the ultimate responsibility lies with the person identified in the floodplain ordinance as the floodplain administrator/manager.
11. The Floodplain Administrator shall consider the requirements of the 34 PA Code and the 2009 IBC and the 2009 IRC, or the latest revision thereof as adopted by the Commonwealth of Pennsylvania.

D. Application Procedures and Requirements

1. Application for a permit shall be made, in writing, to the Floodplain Administrator on forms supplied by the Township. Such application shall contain the following:
  - (a) Name and address of applicant.
  - (b) Name and address of owner of land on which proposed construction is to occur.
  - (c) Name and address of contractor.
  - (d) Site location including address.
  - (e) Listing of other permits required.
  - (f) Brief description of proposed work and estimated cost, including a breakout of flood-related cost and the market value of the building before the flood damage occurred where appropriate.
  - (g) A plan of the site showing the exact size and location of the proposed construction as well as any existing buildings or structures.
2. If any proposed construction or development is located entirely or partially within any Identified Floodplain Area, applicants for permits shall provide all the necessary information in sufficient detail and clarity to enable the Floodplain Administrator to

determine that:

- (a) all such proposals are consistent with the need to minimize flood damage and conform with the requirements of this and all other applicable codes and ordinances;
  - (b) all utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage;
  - (c) adequate drainage is provided so as to reduce exposure to flood hazards;
  - (d) structures will be anchored to prevent floatation, collapse, or lateral movement;
  - (e) building materials are flood-resistant;
  - (f) appropriate practices that minimize flood damage have been used; and
  - (g) electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities have been designed and located to prevent water entry or accumulation.
3. Applicants shall file the following minimum information plus any other pertinent information as may be required by the Floodplain Administrator to make the above determination:
- (a) A completed Permit Application Form.
  - (b) A plan of the entire site, clearly and legibly drawn at a scale of one (1) inch being equal to one hundred (100) feet or less, showing the following:
    - i. north arrow, scale, and date;
    - ii. topographic contour lines, if available;
    - iii. the location of all existing and proposed buildings, structures, and other improvements, including the location of any existing or proposed subdivision and development;
    - iv. the location of all existing streets, drives, and other access ways; and
    - v. the location of any existing bodies of water or watercourses, identified floodplain areas, and, if available, information pertaining to the floodway, and the flow of water including direction and velocities.
  - (c) Plans of all proposed buildings, structures and other improvements, drawn at suitable scale showing the following:
    - i. the proposed lowest floor elevation of any proposed building based upon North American Vertical Datum of 1988;

- ii. the elevation of the base flood;
- iii. supplemental information as may be necessary under 34 PA Code, the 2009 IBC or the 2009 IRC, or the latest revision thereof as adopted by the Commonwealth of Pennsylvania.

(d) The following data and documentation:

- i. detailed information concerning any proposed floodproofing measures and corresponding elevations.
- ii. if available, information concerning flood depths, pressures, velocities, impact and uplift forces and other factors associated with a base flood.
- iii. documentation, certified by a registered professional engineer or architect, to show that the cumulative effect of any proposed development within any Identified Floodplain Area when combined with all other existing and anticipated development, will not cause any increase in the base flood elevation.
- iv. a document, certified by a registered professional engineer or architect, which states that the proposed construction or development has been adequately designed to withstand the pressures, velocities, impact and uplift forces associated with the base flood.

Such statement shall include a description of the type and extent of flood proofing measures which have been incorporated into the design of the structure and/or the development.

- v. detailed information needed to determine compliance with provisions herein related to provisions regulating Storage, and Development Which May Endanger Human Life, including:
  - 1. the amount, location and purpose of any materials or substances which are intended to be used, produced, stored or otherwise maintained on site.
  - 2. a description of the safeguards incorporated into the design of the proposed structure to prevent leaks or spills of the dangerous materials or substances during a base flood.
- vi. the appropriate component of the Department of Environmental Protection's "Planning Module for Land Development."
- vii. where any excavation or grading is proposed, a plan meeting the requirements of the Department of Environmental Protection, to implement and maintain erosion and sedimentation control.

4. Applications for permits shall be accompanied by a fee, payable to the municipality based upon the estimated cost of the proposed construction as determined by the Floodplain Administrator.

E. Review of Application by Others

A copy of all plans and applications for any proposed construction or development in any identified floodplain area to be considered for approval may be submitted by the Floodplain Administrator to any other appropriate agencies and/or individuals (e.g. planning commission, municipal engineer, etc.) for review and comment.

F. Changes

After the issuance of a permit by the Floodplain Administrator, no changes of any kind shall be made to the application, permit or any of the plans, specifications or other documents submitted with the application without the written consent or approval of the Floodplain Administrator. Requests for any such change shall be in writing, and shall be submitted by the applicant to Floodplain Administrator for consideration.

G. Placards

In addition to the permit, the Floodplain Administrator shall issue a placard, or similar document, which shall be displayed on the premises during the time construction is in progress. This placard shall show the number of the Permit, the date of its issuance, and be signed by the Floodplain Administrator.

H. Start of Construction

Work on the proposed construction or development shall begin within 180 days after the date of issuance of the development permit. Work shall also be completed within twelve (12) months after the date of issuance of the permit or the permit shall expire unless a time extension is granted, in writing, by the Floodplain Administrator. The issuance of development permit does not refer to the zoning approval.

The actual start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first, alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Time extensions shall be granted only if a written request is submitted by the applicant, who sets forth sufficient and reasonable cause for the Floodplain Administrator to approve such a request and the original permit is compliant with the ordinance & FIRM/FIS in effect at the time the extension is granted.



#### I. Enforcement and Penalties

Any person who fails to comply with any or all of the requirements or provisions of this ordinance or who fails or refuses to comply with any notice, order of direction of the Floodplain Administrator or any other authorized employee of the Township shall be subject to the administrative processes, enforcement action, fines and/or penalties as set forth within Article VIII. Administration and Enforcement, and the applicable sections of Article IX. General Provisions of the Township's Zoning Ordinance.

#### J. Appeals

1. Any person aggrieved by any action or decision of the Floodplain Administrator concerning the administration of the provisions of this Ordinance, may appeal to the Zoning Hearing Board. Such appeal must be filed, in writing, within thirty (30) days after the decision, determination or action of the Floodplain Administrator.
2. Upon receipt of such appeal the Zoning Hearing Board shall consider the appeal in accordance with the applicable sections of the Township Zoning Ordinance and the Municipalities Planning Code and any other applicable local ordinance.
3. Any person aggrieved by any decision of the Zoning Hearing Board may seek relief therefrom by appeal to court, as provided by the laws of this State including the Pennsylvania Flood Plain Management Act.

### (4) IDENTIFICATION OF FLOODPLAIN AREAS

#### A. Identification

The Identified Floodplain Area shall be:

1. Any areas of the Township, classified as Special Flood Hazard Areas (SFHAs) in the Flood Insurance Study (FIS) and the accompanying Flood Insurance Rate Maps (FIRMs) dated September 29, 2017 and issued by the Federal Emergency Management Agency (FEMA) or the most recent revision thereof, including all digital data developed as part of the Flood Insurance Study.

The above referenced FIS and FIRMs, and any subsequent revisions and amendments are hereby adopted by the Township and declared to be a part of this ordinance.

#### B. Description and Special Requirements of Identified Floodplain Areas

The Identified Floodplain Area shall consist of the following specific areas:

1. The Floodway Area shall be those areas identified in the FIS and the FIRM as floodway and which represent the channel of a watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without increasing the water surface elevation by more than one (1) foot at any point. This term shall also include floodway areas which have been identified in other available studies or sources of information for those Special Flood Hazard Areas where no floodway has been identified in the FIS

and FIRM.

- (a) Within any floodway area, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
  - (b) Within any floodway area, no new construction or development shall be allowed, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office.
- 2. The AE Area/District shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided.
  - (a) The AE Area adjacent to the floodway shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided and a floodway has been delineated.
  - (b) AE Area without floodway shall be those areas identified as an AE zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided but no floodway has been determined.
    - i. No encroachments, including fill, new construction, substantial improvements, or other development shall be permitted in an AE Zone without floodway, unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed development together with all other existing and anticipated development, would not result in an increase in flood levels within the entire community during the occurrence of the base flood discharge.
    - ii. No new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office.
- 3. The A Area/District shall be those areas identified as an A Zone on the FIRM included in the FIS prepared by FEMA and for which no base flood elevations have been provided. For these areas, elevation and floodway information from other Federal, State, or other acceptable sources shall be used when available. Where other acceptable information is not available, the base flood elevation shall be determined by using the elevation of a point on the boundary of the identified floodplain area which is nearest the construction site.

4. The AO and AH Area/ District shall be those areas identified as Zones AO and AH on the FIRM and in the FIS. These areas are subject to inundation by 1-percent-annual-chance shallow flooding where average depths are between one and three feet. In Zones AO and AH, drainage paths shall be established to guide floodwaters around and away from structures on slopes.
5. In lieu of the various methods and calculations set forth above, the Township may require the applicant to determine the elevation with hydrologic and hydraulic engineering techniques. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough technical review by the Township. In the absence of any of the above data or documentation, the Township may require elevation of the lowest floor to be at least three feet above the highest adjacent grade.

#### C. Changes in Identification of Area

The Identified Floodplain Area may be revised or modified by the Board where studies or information provided by a qualified agency or person documents the need for such revision. However, prior to any such change to the Special Flood Hazard Area, approval must be obtained from FEMA. Additionally, as soon as practicable, but not later than six (6) months after the date such information becomes available, the Township shall notify FEMA of the changes to the Special Flood Hazard Area by submitting technical or scientific data.

#### D. Boundary Disputes

Should a dispute concerning any identified floodplain boundary arise, an initial determination shall be made by the Township and any party aggrieved by this decision or determination may appeal to the Zoning Hearing Board. The burden of proof shall be on the appellant.

#### E. Jurisdictional Boundary Changes

Prior to development occurring in areas where annexation or other corporate boundary changes are proposed or have occurred, the Township shall review flood hazard data affecting the lands subject to boundary changes. The Township shall adopt and enforce floodplain regulations in areas subject to annexation or corporate boundary changes which meet or exceed those in CFR 44 60.3.

### (5) TECHNICAL PROVISIONS

#### A. General

##### 1. Alteration or Relocation of Watercourse

- (a) No encroachment, alteration, or improvement of any kind shall be made to any watercourse until all adjacent municipalities which may be affected by such action have been notified by the municipality, and until all required permits or approvals have first been obtained from the Department of Environmental Protection Regional Office.

- (b) No encroachment, alteration, or improvement of any kind shall be made to any watercourse unless it can be shown that the activity will not reduce or impede the flood carrying capacity of the watercourse in any way.
- (c) In addition, FEMA and the Pennsylvania Department of Community and Economic Development, shall be notified prior to any alteration or relocation of any watercourse.

2. When the Township proposes to permit the following encroachments:

- (a) any development that causes a rise in the base flood elevations within the floodway; or
- (b) any development occurring in Zones A1-30 and Zone AE without a designated floodway, which will cause a rise of more than one foot in the base flood elevation; or
- (c) alteration or relocation of a stream (including but not limited to installing culverts and bridges)

the applicant shall (as per 44 CFR Part 65.12):

- i. apply to FEMA for conditional approval of such action prior to permitting the encroachments to occur.
  - ii. Upon receipt of the FEMA Administrator's conditional approval of map change and prior to approving the proposed encroachments, a community shall provide evidence to FEMA of the adoption of floodplain management ordinances incorporating the increased base flood elevations and / or revised floodway reflecting the post-project condition.
  - iii. Upon completion of the proposed encroachments, applicant shall provide as-built certifications. FEMA will initiate a final map revision upon receipt of such certifications in accordance with 44 CFR Part 67.
6. Any new construction, development, uses or activities allowed within any identified floodplain area shall be undertaken in strict compliance with the provisions contained in this Ordinance and any other applicable codes, ordinances and regulations.
7. Within any Identified Floodplain Area, no new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.
8. Uses Permitted. The following uses are permitted within the Identified Floodplain Area, provided they are conducted in accordance with the Clean Stream Law of Pennsylvania, Act 347 of 1937, as amended, the Rules and Regulations of the

Pennsylvania Department of Environmental Protection, all other applicable provisions of the Zoning Ordinance, and other local, state and federal regulations:

- (a) Customary agricultural operations.
- (b) Parks, playgrounds and recreational uses.
- (c) Forestry and wood production, excluding storage and mill structures.
- (d) Outdoor plant nurseries.

#### B. Elevation and Floodproofing Requirements

Within any Identified Floodplain Area any new construction or substantial improvements shall be prohibited, with the exception of Permitted Uses as set forth above. If a permit or variance is obtained for new construction or substantial improvements in the Identified Floodplain Area in accordance with required criteria, then the following provisions apply:

##### 1. Residential Structures

- (a) In AE, A1-30, and AH Zones, any new construction or substantial improvement shall have the lowest floor (including basement) elevated up to, or above, the Regulatory Flood Elevation.
- (b) In A Zones, where there are no Base Flood Elevations specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated up to, or above, the Regulatory Flood Elevation determined in accordance with this ordinance.
- (c) In AO Zones, any new construction or substantial improvement shall have the lowest floor (including basement) at or above the highest adjacent grade at least as high as the depth number specified on the FIRM.
- (d) The design and construction standards and specifications contained in the 2009 International Building Code (IBC) and in the 2009 International Residential Code (IRC) or the latest edition thereof adopted by the Commonwealth of Pennsylvania, and ASCE 24 and 34 PA Code (Chapters 401-405 as amended) shall be utilized, where they are more restrictive.

##### 2. Non-residential Structures

- (a) In AE, A1-30 and AH Zones, any new construction or substantial improvement of a non-residential structure shall have the lowest floor (including basement) elevated up to, or above, the Regulatory Flood Elevation, or be designed and constructed so that the space enclosed below the Regulatory Flood Elevation:
  - i. is floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and,

- ii. has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:
- (b) In A Zones, where no Base Flood Elevations are specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated or completely floodproofed up to, or above, the Regulatory Flood Elevation determined in accordance with this ordinance.
- (c) In AO Zones, any new construction or substantial improvement shall have their lowest floor elevated or completely floodproofed above the highest adjacent grade to at least as high as the depth number specified on the FIRM.
- (d) Any non-residential structure, or part thereof, made watertight below the Regulatory Flood Elevation shall be floodproofed in accordance with the W1 or W2 space classification standards contained in the publication entitled "Flood-Proofing Regulations" published by the U.S. Army Corps of Engineers (June 1972, as amended March 1992) or with some other equivalent standard. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a registered professional engineer or architect which states that the proposed design and methods of construction are in conformance with the above referenced standards. There should be a statement submitted with the permit application and a statement submitted with the as-built Floodproofing Certificate prior to the issuance of the Certificate of Occupancy.
- (e) Any non-residential structure that will be floodproofed must submit the following to the Floodplain Administrator along with the non-residential Floodproofing Certificate and prior to the issuance of the Certificate of Occupancy:
  - i. An Inspection and Maintenance Plan detailing the annual maintenance of floodproofed components ensuring that all components will operate properly under flood conditions. Components that must be inspected include at a minimum:
    - 1. Mechanical equipment such as sump pumps and generators,
    - 2. Flood shields and closures,
    - 3. Walls and wall penetrations, and
    - 4. Levees and berms (as applicable)
  - ii. Flood Emergency Operation Plan detailing the procedures to be followed during a flooding event, and must include information pertaining to how all components will operate properly under all conditions, including power failures. The design professional must produce the plan. An adequate plan must include the following:

1. An established chain of command and responsibility with leadership responsibilities clearly defined for all aspects of the plan.
  2. A procedure for notification of necessary parties when flooding threatens and flood warnings are issued. Personnel required to be at the building should have a planned and safe means of ingress and should have no other emergency response duties during a flood event. Alternates should be assigned in the event that the primary persons responsible are unable to complete their assigned duties under the plan.
  3. A list of specific duties assigned to ensure that all responsibilities are addressed expeditiously. The locations of materials necessary to properly install all floodproofing components must be included in the list.
  4. An evacuation plan for all personnel or occupants; those without duties for the flood emergency as well as those with duties for implementing the plan. All possible ingress and egress routes must be identified.
  5. A periodic training and exercise program to keep personnel and occupants aware of their duties and responsibilities. Training drills should be held at least once a year and should be coordinated with community officials.
- (f) The design and construction standards and specifications contained in the 2009 International Building Code (IBC) and in the 2009 International Residential Code (IRC) or the latest revision thereof as adopted by the Commonwealth of Pennsylvania, and ASCE 24 and 34 PA Code (Chapters 401-405 as amended) shall be utilized, where they are more restrictive.
3. Space below the lowest floor
- (a) Fully enclosed space below the lowest floor (excluding basements) which will be used solely for the parking of a vehicle, building access, or incidental storage in an area other than a basement, shall be designed and constructed to allow for the automatic entry and exit of flood waters for the purpose of equalizing hydrostatic forces on exterior walls. The term "fully enclosed space" also includes crawl spaces.
  - (b) Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet or exceed the following minimum criteria:
    - i. a minimum of two openings having a net total area of not less than one (1) square inch for every square foot of enclosed space installed on two (2) separate walls

- ii. the bottom of all openings shall be no higher than one (1) foot above grade.
- iii. openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

#### 4. Historic Structures

Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined in this ordinance, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure.

#### 5. Accessory structures

Structures accessory to a principal building need not be elevated or floodproofed to remain dry, but shall comply, at a minimum, with the following requirements:

- (a) the structure shall not be designed or used for human habitation, but shall be limited to the parking of vehicles, or to the storage of tools, material, and equipment related to the principal use or activity.
- (b) floor area shall not exceed 200 square feet.
- (c) The structure will have a low damage potential.
- (d) the structure will be located on the site so as to cause the least obstruction to the flow of flood waters.
- (e) power lines, wiring, and outlets will be elevated to the Regulatory Flood Elevation.
- (f) permanently affixed utility equipment and appliances such as furnaces, heaters, washers, dryers, etc. are prohibited.
- (g) sanitary facilities are prohibited.
- (h) the structure shall be adequately anchored to prevent flotation, collapse, and lateral movement and shall be designed to automatically provide for the entry and exit of floodwater for the purpose of equalizing hydrostatic forces on the walls. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet or exceed the following minimum criteria:



- i. a minimum of two openings having a net total area of not less than one (1) square inch for every square foot of enclosed space.
  - ii. the bottom of all openings shall be no higher than one (1) foot above grade.
  - iii. openings may be equipped with screens, louvers, etc. or other coverings or devices provided that they permit the automatic entry and exit of flood waters.
- (i) For accessory structures that exceed 200 square feet in area (footprint) and that are below the base flood elevation, a variance is required. If a variance is granted, a signed Declaration of Land Restriction (Nonconversion Agreement) shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.
  - (j) Prohibit the storage of Hazardous Materials in accessory structures.

#### C. Design and Construction Standards

The following minimum standards shall apply for all construction and development proposed within any identified floodplain area:

##### 1. Fill

Within any Identified Floodplain Area the use of fill shall be prohibited. No variance shall be granted.

##### 2. Drainage Facilities

Storm drainage facilities shall be designed to convey the flow of storm water runoff in a safe and efficient manner. The system shall ensure proper drainage along streets, and provide positive drainage away from buildings. The system shall also be designed to prevent the discharge of excess runoff onto adjacent properties.

##### 3. Water and Sanitary Sewer Facilities and Systems

- (a) All new or replacement water supply and sanitary sewer facilities and systems shall be located, designed and constructed to minimize or eliminate flood damages and the infiltration of flood waters.
- (b) Sanitary sewer facilities and systems shall be designed to prevent the discharge of untreated sewage into flood waters.
- (c) No part of any on-site waste disposal system shall be located within any identified floodplain area except in strict compliance with all State and local regulations for such systems. If any such system is permitted, it shall be located so as to avoid impairment to it, or contamination from it, during a flood.

- (d) The design and construction provisions of the UCC and FEMA #348, "Protecting Building Utilities From Flood Damages" and "The International Private Sewage Disposal Code" shall be utilized.

#### 4. Other Utilities

All other utilities such as gas lines, electrical and telephone systems shall be located, elevated (where possible) and constructed to minimize the chance of impairment during a flood.

#### 5. Streets

The finished elevation of all new streets shall be no more than one (1) foot below the Regulatory Flood Elevation.

#### 6. Storage

All materials that are buoyant, flammable, explosive, or in times of flooding, could be injurious to human, animal, or plant life, and not listed in under the section entitled Development Which May Endanger Human Life, shall be stored at or above the Regulatory Flood Elevation or floodproofed to the maximum extent possible.

#### 7. Placement of Buildings and Structures

All buildings and structures shall be designed, located, and constructed so as to offer the minimum obstruction to the flow of water and shall be designed to have a minimum effect upon the flow and height of flood water.

#### 8. Anchoring

- (a) All buildings and structures shall be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse, or lateral movement.
- (b) All air ducts, large pipes, storage tanks, and other similar objects or components located below the Regulatory Flood Elevation shall be securely anchored or affixed to prevent flotation.

#### 9. Floors, Walls and Ceilings

- (a) Wood flooring used at or below the Regulatory Flood Elevation shall be installed to accommodate a lateral expansion of the flooring, perpendicular to the flooring grain without causing structural damage to the building.
- (b) Plywood used at or below the Regulatory Flood Elevation shall be of a "marine" or "water-resistant" variety.
- (c) Walls and ceilings at or below the Regulatory Flood Elevation shall be designed

and constructed of materials that are "water-resistant" and will withstand inundation.

- (d) Windows, doors, and other components at or below the Regulatory Flood Elevation shall be made of metal or other "water-resistant" material.

#### 10. Paints and Adhesives

- (a) Paints and other finishes used at or below the Regulatory Flood Elevation shall be of "marine" or "water-resistant" quality.
- (b) Adhesives used at or below the Regulatory Flood Elevation shall be of a "marine" or "water-resistant" variety.
- (c) All wooden components (doors, trim, cabinets, etc.) used at or below the Regulatory Flood Elevation shall be finished with a "marine" or "water-resistant" paint or other finishing material.

#### 11. Electrical Components

- (a) Electrical distribution panels shall be at least three (3) feet above the base flood elevation.
- (b) Separate electrical circuits shall serve lower levels and shall be dropped from above.

#### 12. Equipment

- (a) Water heaters, furnaces, air conditioning and ventilating units, and other electrical, mechanical or utility equipment or apparatus shall not be located below the Regulatory Flood Elevation and shall be anchored to resist floatation, collapse, and lateral movement.
- (b) Ductwork shall be elevated to or above the Regulatory Flood Elevation or floodproofed to remain water resistant.

#### 13. Fuel Supply Systems

All gas and oil supply systems shall be designed to prevent the infiltration of flood waters into the system and discharges from the system into flood waters. Additional provisions shall be made for the drainage of these systems in the event that flood water infiltration occurs.

#### 14. Uniform Construction Code Coordination

The Standards and Specifications contained in 34 PA Code (Chapters 401-405), as amended and not limited to the following provisions shall apply to the above and other sections and sub-sections of this ordinance, to the extent that they are more restrictive

and supplement the requirements of this ordinance.

International Building Code (IBC) 2009 or the latest revision thereof as adopted by the Commonwealth of Pennsylvania:

Secs. 801, 1202, 1403, 1603, 1605, 1612, 3402, and Appendix G.

International Residential Building Code (IRC) 2009 or the latest revision thereof as adopted by the Commonwealth of Pennsylvania:

Secs. R104, R105, R109, R322, Appendix E, and Appendix J.

#### D. Development Which May Endanger Human Life

Within any Identified Floodplain Area, any structure of the kind described below, shall be prohibited. If a variance is obtained in accordance with the required criteria, then the following provisions apply:

1. In accordance with the Pennsylvania Flood Plain Management Act, and the regulations adopted by the Department of Community and Economic Development as required by the Act, any new or substantially improved structure which:
  - (a) will be used for the production or storage of any of the following dangerous materials or substances; or,
  - (b) will be used for any activity requiring the maintenance of a supply of more than 550 gallons, or other comparable volume, of any of the following dangerous materials or substances on the premises; or,
  - (c) will involve the production, storage, or use of any amount of radioactive substances;

shall be subject to the provisions of this section, in addition to all other applicable provisions. The following list of materials and substances are considered dangerous to human life:

- Acetone
- Ammonia
- Benzene
- Calcium carbide
- Carbon disulfide
- Celluloid
- Chlorine
- Hydrochloric acid
- Hydrocyanic acid
- Magnesium
- Nitric acid and oxides of nitrogen
- Petroleum products (gasoline, fuel oil, etc.)
- Phosphorus

- Potassium
  - Sodium
  - Sulphur and sulphur products
  - Pesticides (including insecticides, fungicides, and rodenticides)
  - Radioactive substances, insofar as such substances are not otherwise regulated.
2. Within any Identified Floodplain Area, any new or substantially improved structure of the kind described above shall be prohibited within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.
  3. Within any Floodway Area, any structure of the kind described above, shall be prohibited. Where permitted within any Identified Floodplain Area, any new or substantially improved residential structure of the kind described above, shall be elevated to remain completely dry up to at least one and one half (1 ½) feet above base flood elevation and built in accordance with the Technical Provisions above.
  4. Where permitted within any Identified Floodplain Area, any new or substantially improved non-residential structure of the kind described above, shall be built in accordance with the Technical Provisions set forth in the immediately preceding sections above, including the following requirements:
    - (a) elevated, or designed and constructed to remain completely dry up to at least one and one half (1 ½) feet above base flood elevation, and
    - (b) designed to prevent pollution from the structure or activity during the course of a base flood.

Any such structure, or part thereof, that will be built below the Regulatory Flood Elevation shall be designed and constructed in accordance with the standards for completely dry floodproofing contained in the publication "Flood-Proofing Regulations (U.S. Army Corps of Engineers, June 1972 as amended March 1992), or with some other equivalent watertight standard.

#### E. Special Requirements for Subdivisions and Development

All subdivision proposals and development proposals containing at least 50 lots or at least 5 acres, whichever is the lesser, in Identified Floodplain Areas where base flood elevation data are not available, shall be supported by hydrologic and hydraulic engineering analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR). Submittal requirements and processing fees shall be the responsibility of the applicant.

#### F. Special Requirements for Manufactured Homes

Within any Identified Floodplain Area manufactured homes shall be prohibited. If a

variance is obtained in accordance with the require criteria, then the following provisions apply:

1. Within any Identified Floodplain Area manufactured homes shall be prohibited within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.
2. Where permitted within any Identified Floodplain Area, all manufactured homes, and any improvements thereto, shall be:
  - (a) placed on a permanent foundation;
  - (b) elevated so that the lowest floor of the manufactured home is at least one and one half (1 ½) feet above base flood elevation;
  - (c) and anchored to resist flotation, collapse, or lateral movement.
3. Equipment requirement:
  - (a) Water heaters, furnaces, air conditioning and ventilating units, and other electrical, mechanical or utility equipment or apparatus shall not be located below the Regulatory Flood Elevation and shall be anchored to resist flotation, collapse, and lateral improvement.
  - (b) Ductwork shall be elevated to or above the Regulatory Flood Elevation or floodproofed to remain water resistant.
4. Installation of manufactured homes shall be done in accordance with the manufacturers' installation instructions as provided by the manufacturer. Where the applicant cannot provide the above information, the requirements of Appendix E of the 2009 "International Residential Building Code" or the "U.S. Department of Housing and Urban Development's Permanent Foundations for Manufactured Housing," 1984 Edition, draft or latest revision thereto and 34 PA Code Chapter 401-405 shall apply.
5. Consideration shall be given to the installation requirements of the 2009 IBC, and the 2009 IRC or the latest revision thereto as adopted by the Commonwealth of Pennsylvania, and 34 PA Code, as amended where appropriate and/or applicable to units where the manufacturers' standards for anchoring cannot be provided or were not established for the proposed unit(s) installation.

G. Special Requirements for Recreational Vehicles

Within any Identified Floodplain Area recreational vehicles shall be prohibited. If a variance is obtained in accordance with the required criteria, then the following provisions apply:

1. Recreational vehicles in Zones A, A1-30, AH and AE must either:
  - (a) be on the site for fewer than 180 consecutive days, and

- (b) be fully licensed and ready for highway use, or
- (c) meet the permit requirements for manufactured homes.

## (6) PROHIBITED ACTIVITIES

### A. General

In accordance with the administrative regulations promulgated by the Department of Community and Economic Development to implement the Pennsylvania Flood Plain Management Act, the following activities shall be prohibited within any Identified Floodplain Area:

1. The commencement of any of the following activities; or the construction, enlargement, or expansion of any structure used, or intended to be used, for any of the following activities:
  - (a) Hospitals
  - (b) Nursing homes
  - (c) Jails or prisons
2. The commencement of, or any construction of, a new manufactured home park or manufactured home subdivision, or substantial improvement to an existing manufactured home park or manufactured home subdivision.

## (7) EXISTING STRUCTURES IN IDENTIFIED FLOODPLAIN AREAS

### A. Existing Structures

The provisions of this ordinance do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to any existing structure, the following provisions regarding improvements shall apply.

### B. Improvements

The following provisions shall apply whenever any improvement is made to an existing structure located within any Identified Floodplain Area:

1. No expansion or enlargement of an existing structure shall be allowed within any Identified Floodplain Area that would cause any increase in BFE.
2. Any modification, alteration, reconstruction, or improvement of any kind to an existing structure to an extent or amount of fifty (50) percent or more of its market value, shall constitute a substantial improvement and shall be undertaken only in full compliance with the provisions of this Ordinance.
3. The above activity shall also address the requirements of the 34 PA Code, as amended and the 2009 IBC and the 2009 IRC or most recent revision thereof as adopted by the

Commonwealth of Pennsylvania.

4. Within any Floodway Area/District, no new construction or development shall be allowed, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office
5. Within any AE Area/District without Floodway, no new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office.
6. Any modification, alteration, reconstruction, or improvement of any kind that meets the definition of "cumulative substantial damage" shall be undertaken only in full compliance with the provisions of this ordinance.

#### (8) VARIANCES

##### A. General

If compliance with any of the requirements of this ordinance would result in an exceptional hardship to a prospective builder, developer or landowner, the Township Zoning Hearing Board may, upon request, grant relief from the strict application of the requirements.

##### B. Variance Procedures and Conditions

Requests for variances shall be considered by the Township Zoning Hearing Board in accordance with the procedures contained within the Zoning Hearing Board review and approval provisions contained within the Zoning Ordinance and in addition, the following:

1. No variance shall be granted within any Identified Floodplain Area that would cause any increase in BFE.
2. Except for a possible modification of the Regulatory Flood Elevation requirement involved, no variance shall be granted for any of the other requirements pertaining specifically to development regulated by Development Which May Endanger Human Life
3. If granted, a variance shall involve only the least modification necessary to provide relief.
4. In granting any variance, the Township Zoning Hearing Board shall attach whatever reasonable conditions and safeguards it considers necessary in order to protect the public health, safety, and welfare, and to achieve the objectives of this Ordinance.
5. Whenever a variance is granted, the Township Zoning Hearing Board shall notify the applicant in writing that:
  - (a) The granting of the variance may result in increased premium rates for flood insurance.



- (b) Such variances may increase the risks to life and property.
6. In reviewing any request for a variance, the Township Zoning Hearing Board shall consider, at a minimum, the following:
- (a) That there is good and sufficient cause.
  - (b) That failure to grant the variance would result in exceptional hardship to the applicant.
  - (c) That the granting of the variance will
    - i. neither result in an unacceptable or prohibited increase in flood heights, additional threats to public safety, or extraordinary public expense,
    - ii. nor create nuisances, cause fraud on, or victimize the public, or conflict with any other applicable state or local ordinances and regulations.
7. A complete record of all variance requests and related actions shall be maintained by the Township Zoning Hearing Board. In addition, a report of all variances granted during the year shall be included in the annual report to the FEMA.

Notwithstanding any of the above, however, all structures shall be designed and constructed so as to have the capability of resisting the one-percent (1%) annual chance flood.

## (9) DEFINITIONS

### A. General

Unless specifically defined below, words and phrases used in this Ordinance shall be interpreted so as to give this Ordinance its' most reasonable application.

### B. Specific Definitions

1. Accessory use or structure - a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.
2. Base flood - a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood" or one-percent (1%) annual chance flood).
3. Base flood discharge - the volume of water resulting from a Base Flood as it passes a given location within a given time, usually expressed in cubic feet per second (cfs).
4. Base flood elevation (BFE) - the elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

5. Basement - any area of the building having its floor below ground level on all sides.
6. Building - a combination of materials to form a permanent structure having walls and a roof. Included shall be all manufactured homes and trailers to be used for human habitation.
7. Cumulative substantial damage – flood related damages sustained by a structure on two or more separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.
8. Declaration of Land Restriction (Non-Conversion Agreement) - A form signed by the property owner to agree not to convert or modify in any manner that is inconsistent with the terms of the permit and these regulations, certain enclosures below the lowest floor of elevated buildings and certain accessory structures. The form requires the owner to record it on the property deed to inform future owners of the restrictions.
9. Development - any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion, or alteration of buildings or other structures; the placement of manufactured homes; streets, and other paving; utilities; filling, grading and excavation; mining; dredging; drilling operations; storage of equipment or materials; and the subdivision of land.
10. Existing manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.
11. Expansion to an existing manufactured home park or subdivision – the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
12. Flood - a temporary inundation of normally dry land areas.
13. Flood Insurance Rate Map (FIRM) - the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
14. Flood Insurance Study (FIS) - the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.
15. Floodplain area - a relatively flat or low land area which is subject to partial or complete inundation from an adjoining or nearby stream, river or watercourse; and/or any area subject to the unusual and rapid accumulation of surface waters from any source.

16. Floodproofing - any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
17. Floodway - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
18. Highest Adjacent Grade - The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
19. Historic structures – any structure that is:
- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
  - (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
  - (c) Individually listed on a state inventory of historic places in states which have been approved by the Secretary of the Interior; or
  - (d) Individually listed on a local inventory of historic places in communities with historic preservation that have been certified either:
    - i. By an approved state program as determined by the Secretary of the Interior or
    - ii. Directly by the Secretary of the Interior in states without approved programs.
20. Identified Floodplain Area- this term is an umbrella term that includes all of the areas within which the community has selected to enforce floodplain regulations. It will always include the area identified as the Special Flood Hazard Area on the Flood Insurance Rate Maps and Flood Insurance Study, but may include additional areas identified by the community.
21. Lowest floor - the lowest floor of the lowest fully enclosed area (including basement). An unfinished, flood resistant partially enclosed area, used solely for parking of vehicles, building access, and incidental storage, in an area other than a basement area is not considered the lowest floor of a building, provided that such space is not designed and built so that the structure is in violation of the applicable non-elevation design requirements of this ordinance.
22. Manufactured home - a structure, transportable in one or more sections, which is built on a permanent chassis, and is designed for use with or without a permanent foundation when

attached to the required utilities. The term includes park trailers, travel trailers, recreational and other similar vehicles which are placed on a site for more than 180 consecutive days.

23. Manufactured home park or subdivision – a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
24. New construction - structures for which the start of construction commenced on or after the effective start date of this floodplain management ordinance and includes any subsequent improvements to such structures. Any construction started after July 5, 1977 and before the effective start date of this floodplain management ordinance is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.
25. New manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
26. Person - an individual, partnership, public or private association or corporation, firm, trust, estate, municipality, governmental unit, public utility or any other legal entity whatsoever, which is recognized by law as the subject of rights and duties.
27. Post-FIRM Structure - is a structure for which construction or substantial improvement occurred after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map (FIRM) dated July 5, 1977, whichever is later, and, as such, would be required to be compliant with the regulations of the National Flood Insurance Program.
28. Pre-FIRM Structure - is a structure for which construction or substantial improvement occurred on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map (FIRM) dated July 5, 1977, whichever is later, and, as such, would not be required to be compliant with the regulations of the National Flood Insurance Program.
29. Recreational vehicle - a vehicle which is:
  - (a) built on a single chassis;
  - (b) not more than 400 square feet, measured at the largest horizontal projections;
  - (c) designed to be self-propelled or permanently towable by a light-duty truck,
  - (d) not designed for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
30. Regulatory Flood Elevation - the base flood elevation (BFE) or estimated flood height as determined using simplified methods plus a freeboard safety factor of one and one-half (1 ½) feet. The freeboard safety factor also applies to utilities and ductwork.

31. Special flood hazard area (SFHA) - means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone A, AO, A1-A30, AE, A99, or, AH.
32. Start of construction - includes substantial improvement and other proposed new development and means the date the Permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days after the date of the permit and shall be completed within twelve (12) months after the date of issuance of the permit unless a time extension is granted, in writing, by the Floodplain Administrator. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
33. Structure -- a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.
34. Subdivision - the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs, or devisees, transfer of ownership or building or lot development: Provided, however, that the subdivision by lease of land for agricultural purposes into parcels of more than ten acres, not involving any new street or easement of access or any residential dwelling, shall be exempted.
35. Substantial damage - damage from any cause sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent or more of the market value of the structure before the damage occurred.
36. Substantial improvement - any reconstruction, rehabilitation, addition, or other improvement of a structure, of which the cost equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage" or "cumulative substantial damage" regardless of the actual repair work performed. The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

37. Uniform Construction Code (UCC) – The statewide building code adopted by The Pennsylvania General Assembly in 1999 applicable to new construction in all municipalities whether administered by the municipality, a third party or the Department of Labor and Industry. Applicable to residential and commercial buildings, The Code adopted The International Residential Code (IRC) and the International Building Code (IBC), by reference, as the construction standard applicable with the State floodplain construction. For coordination purposes, references to the above are made specifically to various sections of the IRC and the IBC.

38. Violation - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.”

**SECTION 2.** Chapter 240-6B. Definitions of the Zoning Ordinance shall be hereby amended to delete the following terms: “Base Flood”, “Base Flood Elevation”, “Floodway”, and “Floodplain”.

**SECTION 3. Severability.** If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

**SECTION 4. Repealer.** All ordinances or parts of ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

**SECTION 5. Codification.** General Code is hereby authorized to make non-substantive formatting and numbering changes necessary to clarify references to other sections of Township ordinances and/or codification and to bring the Ordinance into conformity with Township ordinances/codification.

**SECTION 6. Effective Date.** This Ordinance shall become effective on September 29, 2017 and shall remain in force and effect until otherwise amended by the Township.

ENACTED AND ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS**

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

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

\_\_\_\_\_  
Carmen R. Battavio, Vice-Chairman

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

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

\_\_\_\_\_  
Michael P. Lynch, Member

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

Date: July 6, 2017  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Pond Study

I reached out to the Natural Lands Trust, Stroud Water Research Center and Brandywine Conservancy to see if they would be able to conduct a holistic assessment of the six ponds that the Township has and provide recommendations for each pond. In addition Geoffrey Goll at Princeton Hydro, the engineering firm that worked with Peter Simone indicated he may be submitting a proposal.

I am receipt of a proposal from Natural Lands Trust, and it is attached

Stroud Water Research Center was not able to do the assessment.

I met with a representative from Brandywine and he looked at all of the ponds. I have not received a proposal from them as of noon on July 6.

I have not received a proposal from Princeton Hydro as on noon on July 6.

If I receive proposals from Brandywine and/or Princeton prior to the meeting I will distribute them by e-mail and post them on the web page.



## East Goshen Township

### Proposal for Pond Improvement Plan

June 21, 2017

East Goshen Township owns six ponds, which are in need of assessment and potential improvement. Two of these ponds, Pin Oaks Pond and Mary Dell Pond, are connected to the East Branch Chester Creek. The Bow Tree 1 and Hershey's Mill Estates Ponds are connected to Ridley Creek. The Bow Tree 2 & 3 Pond drains to the Bow Tree 2 & 3 Retention Basin, which drains to Ridley Creek. The state of the ponds may be affecting the health of the connected and nearby streams, as well as neighboring properties, as they sometimes produce foul odor and attract geese. The ponds are also well loved by the neighboring residents, as they provide aesthetic value and recreation opportunities, such as birding and fishing.

In 1994, East Goshen Township contracted with Roy F. Weston, Inc. , to prepare a Remedial Action Plan for the ponds. The study identifies many issues that persist today, including geese, algae and stormwater management. The Weston plan identified the issues and provided recommendations such as landscaping and mechanical, chemical and biological treatment of the ponds. Natural Lands will use the Weston plan as background information and explore a more holistic approach to treatment of the ponds.

Natural Lands proposes to assess the six ponds and their surroundings and provide recommendations for pond and land management strategies for improving the environmental and ecological condition of the ponds while preserving their recreational and aesthetic benefits. A holistic approach will include assessment of: 1) the immediate surroundings, including lawn areas, woodlands and other vegetation communities; 2) drainage areas, including overland flow and the **visible** effects of water being discharged from pipes; 3) the **visible** state of each pond, including **visible** conditions of dams, berms and outflow structures, and; 4) the **visible** condition of streams flowing in and out of the ponds.

Recommendations may include modifications to the ponds themselves, including dredging, dam reconstruction or removal, or conversion to wetlands. Recommendations regarding natural resources could include afforestation or other revegetation for water filtration, shade and discouragement of geese. Stormwater management recommendations may include creation of rain gardens, vegetated swales or other green stormwater infrastructure measures. Natural Lands will highlight strategies which may help East Goshen Township meet MS4 requirements.

Natural Lands proposes to subcontract with Toth Brothers Clearing and Dredging for assessment of pond structures and recommendations regarding dredging or other construction related measures. This partnership will ensure that the consultant team will consider all options for improvement of the ponds.

## Scope of Work

Natural Lands will address the following topics through the specified tasks:

1) Natural Features:

- a) NL will record, summarize and assess the immediate surroundings through site visits, aerial photography and GIS base maps;
- b) NL will provide a cursory stewardship assessment for vegetated areas, as related to their effects on the ponds. Stewardship assessments will provide information such as a description of the natural feature type (forest, turf grass, wetland, etc), overall health, structure and species diversity;
- c) NL will provide natural feature stewardship recommendations, such as plantings, management changes or other interventions, which could improve the conditions of the ponds.

2) Stormwater Management:

- a) NL will visually assess existing stormwater management features and overland flow patterns;
- b) NL will analyze and assess stormwater flow patterns through the use of site visits, aerial photography and GIS base maps;
- c) NL will, to the best of our ability, assess existing stormwater outlets and identify their catchment areas;
- d) NL will provide recommendations for placement of rain gardens, vegetated swales and other green stormwater infrastructure to address stormwater management as it relates to the condition of the ponds.
- e) **We request that the Township Engineer be made available to assist in assessment of stormwater management at the pond sites on a limited basis. We envision the Township Engineer providing background data such as maps of the stormwater inlet and pipe system and accompanying the consultant team on a site visit to each of the six pond sites, all within a half day.**

3) Condition of Ponds and Structures:

- a) NL and Toth Brothers will visually assess the condition of the ponds and associated structures, including dams, berms, and outflow structures.
- b) NL and Toth Brothers will provide recommendation which may include dredging, pond reconstruction, wetland conversion, or other measures, as part of a holistic approach to improvement of the ponds.

- c) Where applicable, NL and Toth Brothers will provide recommendations as options. For instance, where dredging and wetland conversion are both viable options, we will provide pros and cons of each.

#### 4) Access

- a) NL will incorporate opportunities for physical access to the ponds for birding, fishing and general enjoyment of the water, into the overall recommendations for site improvements.
- b) NL will consider visual access to the ponds, especially views from neighboring properties, when providing recommendations for pond improvements.

#### 5) Site Management

- a) Natural Lands will provide recommendations for ongoing management of the existing and proposed landscape features including grass areas, ornamental landscaping and green stormwater infrastructure.
- b) Natural Lands will provide recommendations for the stewardship of natural features, which may include tasks to be carried out by public works and/or volunteers.

### **Meetings and Coordination**

Natural Lands will depend on Township representatives to inform the plan. However, we do not believe a comprehensive series of public meetings is necessary. We propose to coordinate with East Goshen Township and collect feedback as follows:

- 1) Natural Lands staff will be available to the Township Manager on an as needed basis during the life of the project.
- 2) Natural Lands will lead a site meeting to visit the six ponds. The meeting attendees should include staff members from Natural Lands and Toth Brothers, the Township Manager, Township Engineer and other Township representatives as the Manager sees fit. At this site meeting we will walk the sites to discuss the existing features, conditions and concerns.
- 3) Natural Lands Staff will attend one Board of Supervisors meeting and present our findings through a powerpoint, or similar, presentation.

### **Deliverables**

Natural Lands will provide the following products:

- 1) **Basemaps** showing existing features including, but not limited to, soils, hydrology, woodlands, steep slopes, and other features;

- 2) **Graphic Site Analysis Plans** to visually show the dynamics of each site and how existing features may be affecting the ponds;
- 3) **Graphic Conceptual Plans** to visually show approximate locations of recommended interventions such as plantings, site management changes, implementation of green stormwater infrastructure, pond structure rehabilitation and other recommendations.
- 4) **Narrative** which will include background information, methods and procedures, schedules, photos, and recommendations with explanations;
- 5) **Maintenance Schedules** to inform timing and frequency of mowing and other site management techniques.
- 6) **Rough Cost Estimates** for ongoing site management and discreet implementation projects (such as dredging, construction, seeding, plantings, etc.).

#### Schedule

Task	July	August	September	October
Creation of Base Maps				
Kickoff Site Meeting				
Additional Site Visits				
Draft Site Analysis				
Draft Graphic Concept Plan				
Draft Narrative Plan				
Rough Cost Estimates & Maintenance Schedules				
Board of Supervisors Meeting				
Final Plan				

## Cost

Natural Lands Trust is a non-profit conservation organization chartered as a public charity under section 501(c)(3) of the Internal Revenue Code. We have a strong interest in working closely with private landowners, municipalities, and other non-profit organizations where our involvement will facilitate a responsible approach to land use and conservation.

Basemaps.....	\$1,720
Graphic Site Analysis Plan.....	\$3,020
Graphic Conceptual Plans.....	\$3,020
Narrative Plan.....	\$4,295
Maintenance Schedules and Rough Cost Estimates.....	\$2,320
Meetings and Coordination.....	\$4,160
Direct Costs.....	\$350
Subconsultants (Toth Brothers).....	\$1,000
<b>TOTAL PROJECT COST.....</b>	<b>\$19,885</b>

We propose work to begin in July, 2017 and to be completed in October, 2017.

## Key Staff

### Senior Director of Landscape Planning – Rick Tralies, RLA, ASLA

Rick holds a bachelors degree in landscape architecture and has over 16 years of professional experience. He works on all aspects of NLT's *Growing Greener: Conservation by Design* program, including significant educational, outreach and technical assistance components. Mr. Tralies also acts as a municipal planning and landscape architecture consultant and provides technical assistance to municipalities and land owners in need of open space planning, trail design, and stewardship, services. Prior to joining the Trust in 2008, he was a Planner/Landscape Architect at Boucher & James, Inc., Consulting Engineers, acting as a planning and landscape architecture consultant to Townships in Bucks, Montgomery and Northampton Counties. He is currently the appointed planning consultant to East Coventry Township, in Chester County.

### Senior Stewardship Planner – David Steckel

David is a professional consulting forester in the State of Pennsylvania and has served for 25 years on the State Steering Committee for the Forestry Stewardship Program. A graduate of the Yale School of Forestry and Environmental Studies, he has been employed by Natural Lands Trust for 31 years. From 1991 to 2004, he was the Director of Land Stewardship for

NLT; for the last 13 years he has also served as our Director of Grant Fund Raising. His recent consulting projects have focused on stewardship plans to protect and enhance critical resources on several large municipal and institutional properties, including the natural areas at the former Haverford State Hospital property and Neversink Mountain, as well as dozens of Stewardship Assessments for municipalities and private landowners. David is co-author of NLT's *Stewardship Handbook for Natural Lands in Southeastern Pennsylvania*, published in 2008.

**Gary Gimbert – Regional Director of Land Stewardship**

Mr. Gimbert is responsible for overseeing all land stewardship activities on Natural Lands Trust's Pennsylvania preserves. He also serves as a consultant to other landowners, providing recommendations and cost estimates for restoration projects and oversight of project implementation. Upon graduating from East Stroudsburg University with a degree in Environmental Studies, Gary began his employment with Natural Lands Trust in 1996 as a stewardship assistant and quickly progressed to the position of manager at the Gwynedd Wildlife Preserve, where he served until 2004. At Gwynedd he played a pivotal role in developing NLT's restoration expertise, guiding early projects to convert ponds to wetlands and to establish and enhance native meadows.

**Manager of GIS and Cartography Services – Megan Boatright**

Megan joined Natural Lands Trust in 2007 and completed her M.A in Geography at West Chester University in 2009. Using GPS technology and GIS, she creates maps for conservation easements, land acquisitions, stewardship projects, and municipal planning. She has been involved in stewardship plan mapping for the Lehigh Gap Wildlife Refuge and the Haverford Community Park. She has also worked on several public visitation plans for NLT preserves and is a principal member of the Progressive Technology Committee. Recently, Megan has been working to provide Google Earth training to municipal officials and other conservation organizations in the region, as well as creating online maps to highlight NLT's preserves, regional planning projects, and events. Her interest in conservation GIS began at The Evergreen State College in Olympia, WA, where she received her B.A. in 2000.

# Memo

## East Goshen Township

Date: July 3, 2017  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Crown Castle Agreement.

Last year the Board adopted a Zoning Ordinance amendment to regulate Distributed Antenna Systems (DAS) in the public road right-of-ways. DAS are employed by communications companies to improve their wireless data capabilities. They are basically small versions of the antennas that are located in the mono-pole at the Public Works Annex, and they are frequently referred to as nodes.

Under the ordinance the nodes can be installed in the right-of-way of public roads in the Township which have aerial utilities. They are typically installed on an existing utility pole, although a DAS company can install their own utility pole under certain conditions. The ordinance also allows them to be installed on a DAS company installed utility pole on roads in the Goshen Corporate Park, Brandywine Corporate Park, and Goshen Corporate Park West.

Crown Castle has submitted a conditional use application to install 6 nodes in East Goshen Township. I would add that Crown Castle is the successor to NextG, a public utility, which currently has 11 nodes in the Township.

Over the last few months the Township Staff has been working with Crown Castle to develop a right-of-way use agreement that would address their installation of nodes in the public right-of-way for Township roads. Under the terms of the agreement the Township will receive a right-of-way use fee in the amount of 5% of the Adjusted Gross Revenues for those nodes located on Township roads. We would also receive an annual fee of \$750 for any nodes installed on street light poles owned by the Township.

The attached agreement has been reviewed by the Township Solicitor and Township Staff.

**Suggested Motion:** I move that we authorize the Chairman to execute the Right-of-Way Use agreement with Crown Castle NG East LLC.

## RIGHT-OF-WAY USE AGREEMENT

**T**HIS RIGHT-OF-WAY USE AGREEMENT (this "Use Agreement") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), and entered into by and between the TOWNSHIP OF EAST GOSHEN, a Pennsylvania municipal corporation (the "Township"), and CROWN CASTLE NG EAST LLC, a Delaware limited liability company ("Crown Castle").

### RECITALS

A. Crown Castle owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission and the Pennsylvania Public Utility Commission, a fiber-based telecommunications Network or Networks (as defined below) serving Crown Castle's wireless carrier customers and utilizing microcellular optical converter Equipment (as defined below) certified by the Federal Communications Commission.

B. For purpose of operating the Network, Crown Castle wishes to locate, place, attach, install, operate, control, maintain, upgrade and enhance Equipment in the Public Way (as defined below) on facilities owned by third parties therein, and potentially on facilities owned by the Township.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. **DEFINITIONS.** The following definitions shall apply generally to the provisions of this Use Agreement:

1.1. **Township.** ("Township") shall mean the Township of East Goshen, Pennsylvania.

1.2. **Crown Castle.** "Crown Castle" shall mean Crown Castle NG East LLC, a Delaware limited liability company and its lawful successors, assigns, and transferees.

1.3. **Decorative Streetlight Pole.** "Decorative Streetlight Pole" shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles.

1.4. **Equipment.** "Equipment" means the optical converters, DWDM and CWDM multiplexers, antennas, fiber optic cables, wires, and related equipment, whether referred to singularly or collectively, to be installed and operated by Crown Castle hereunder. Equipment shall not include any generators or similar type large energy sources.

1.5. **Fee.** "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the Township lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).



1 **1.6. Gross Revenue.** "Gross Revenue" shall mean and include all recurring revenues received by  
2 Crown Castle for the provision of RF telecommunications transport services, either directly by Crown  
3 Castle or indirectly through a reseller, if any, to customers of such services wholly consummated  
4 within the Township. Gross Revenue shall not include any revenues received by Crown Castle for  
5 the construction of network facilities in the Township.

6 **1.7. "Adjusted Gross Revenue"** incorporates the definition of Gross Revenue, above, and shall include  
7 offset for: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross  
8 receipts or gross revenues which might have to be paid to or collected for federal, state, or local  
9 government (exclusive of the Right-of-Way Use Fee paid to the Township provided herein); (b) retail  
10 discounts or other promotions; (c) non-collectable amounts due Crown Castle or its customers; (d)  
11 refunds or rebates; and (e) non-operating revenues such as interest income or gain from the sale of an  
12 asset.

13 **1.8. ILEC.** "ILEC" means the Incumbent Local Exchange Carrier that provides basic telephone  
14 services, among other telecommunications services, to the residents of the Township.

15 **1.9. Installation Date.** "Installation Date" shall mean the date that the first Equipment is installed by  
16 Crown Castle pursuant to this Use Agreement.

17 **1.10. Laws.** "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations,  
18 judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the  
19 Township or other governmental agency having joint or several jurisdiction over the parties to this  
20 Use Agreement.

21 **1.11. Municipal Facilities.** "Municipal Facilities" means Township owned Streetlight Poles,  
22 Decorative Streetlight Poles, lighting fixtures, electroliers, or other Township owned structures located  
23 within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the  
24 context in which used. This term shall not include traffic signals or flashing warning devices that are  
25 installed and operated pursuant to a permit issued by the Pennsylvania Department of Transportation.

26 **1.12. Network.** "Network" or collectively "Networks" means one or more of the neutral-host,  
27 protocol-agnostic, fiber-based optical converter networks operated by Crown Castle to serve its  
28 wireless carrier customers in the Township.

29 **1.13. Public Way.** "Public Way" means the legal right-of-way of any public street, alley, roads,  
30 highways, lanes, boulevards, sidewalks, including all public utility easements and public service  
31 easements as the same now or may hereafter exist, that are under the jurisdiction of the Township.  
32 This term shall not include state or federal rights of way or any property owned by any person or  
33 entity other than the Township, except as provided by applicable Laws or pursuant to an agreement  
34 between the Township and any such person or entity.

35 **1.14. PUC.** "PUC" means the Pennsylvania Public Utility Commission.

36 **1.15. Services.** "Services" means the RF transport and other telecommunications services provided  
37 through the Network by Crown Castle to its wireless carrier customers pursuant to one or more tariffs  
38 filed with and regulated by the BPU.

39 **1.16. Streetlight Pole.** "Streetlight Pole" shall mean any standard-design concrete, fiberglass, metal,  
40 or wooden pole used for street lighting purposes.

41 **2. TERM.** This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten  
42 (10) years commencing on the Installation Date, unless it is earlier terminated by either party in

1 accordance with the provisions herein (the "Initial Term"). The term of this Use Agreement shall be  
2 renewed automatically for two (2) successive terms of five (5) years based upon the terms and  
3 conditions as set forth herein, unless Crown Castle notifies the Township of its intention not to renew  
4 not less than thirty (30) calendar days prior to commencement of the relevant renewal term referred to  
5 as the "First Renewal Term" and "Second Renewal Term".

- 6 3. **SCOPE OF USE AGREEMENT.** Any and all rights expressly granted to Crown Castle under this Use  
7 Agreement, which shall be exercised at Crown Castle's sole cost and expense, shall be subject to the  
8 prior and continuing right of the Township under applicable Laws to use any and all parts of the Public  
9 Way exclusively or concurrently with any other person or entity and shall be further subject to all  
10 deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of  
11 record which may affect the Public Way. Nothing in this Use Agreement shall be deemed to grant,  
12 convey, create, or vest in Crown Castle a real property interest in land, including any fee, leasehold  
13 interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement  
14 shall be subject to the reasonable prior review and approval of the Township as is required for the  
15 placement of all communications facilities and equipment in the Public Way by all other  
16 telecommunications providers. Crown Castle acknowledges that there exist additional regulations and  
17 provisions in the Township's ordinances and codes that regulate the within described activities,  
18 including separate approval processes, and those provisions and processes will remain applicable,  
19 although not set forth in detail within this Use Agreement, provided that such regulations and  
20 ordinances do not conflict with federal law.

21 **3.1. Attachment to Municipal Facilities.** The Township hereby authorizes and permits Crown Castle  
22 to enter upon the Public Way and to locate, place, attach, install, operate, maintain, control, remove,  
23 reattach, reinstall, relocate, and replace Equipment in or on Municipal Facilities for the purposes of  
24 operating the Network and providing Services. However, this is subject to the applicable Township  
25 regulations and ordinances, including related approval processes, provided such regulations and  
26 ordinances do not conflict with federal law. In addition, subject to the provisions of § 4.4 below,  
27 Crown Castle shall have the right to draw electricity for the operation of the Equipment from the  
28 power source associated with each such attachment to Municipal Facilities; however, such usage shall  
29 be separately metered.

30 **3.2. Attachment to Third-Party Property.** Subject to obtaining the permission of the owner(s) of the  
31 affected property, the Township hereby authorizes and permits Crown Castle to enter upon the Public  
32 Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such  
33 number of Equipment in or on poles or other structures owned by public utility companies located  
34 within the Public Way as may be permitted by the public utility company. Where third-party property  
35 is not available for attachment of Equipment, Crown Castle may install its own utility poles in the  
36 Public Way, subject to any and all additional Township approval processes applicable to such  
37 installations provided such processes do not conflict with federal law. Crown Castle acknowledges  
38 that the Township has adopted ordinance provisions which specifically sets forth the roadways upon  
39 which such facilities are permitted in the Public Road Rights-of-Way as further defined in the  
40 Township's Zoning Ordinance.

41 **3.3. Preference for Municipal Facilities.** In any situation where Crown Castle has a choice of attaching  
42 its Equipment to either Municipal Facilities or third-party-owned property in the Public Way, Crown  
43 Castle agrees to attach to the Municipal Facilities, provided that (i) such Municipal Facilities are at  
44 least equally suitable functionally for the operation of the Network and (ii) the rental fee and  
45 installation costs associated with such attachment over the length of the term are equal to or less than  
46 the fee or cost to Crown Castle of attaching to the alternative third-party-owned property.

1       **3.4. No Interference.** Crown Castle in the performance and exercise of its rights and obligations under  
2 this Use Agreement shall not interfere in any manner with the existence and operation of any and all  
3 public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial  
4 and underground electrical and telephone wires, electroliers, cable television, and other  
5 telecommunications, utility, or municipal property, without the express written approval of the owner  
6 or owners of the affected property or properties, except as permitted by applicable Laws or this Use  
7 Agreement. The Township agrees to require the inclusion of the same or a similar prohibition on  
8 interference as that stated above in all agreements and franchises the Township may enter into after  
9 the Effective Date with other information or communications providers and carriers.

10       **3.5. Compliance with Laws.** Crown Castle shall comply with all applicable Laws in the exercise and  
11 performance of its rights and obligations under this Use Agreement, including compliance with  
12 applicable Township regulations and ordinances, and related approval processes provided they do  
13 not conflict with federal law.

14       **4. COMPENSATION; UTILITY CHARGES.** Crown Castle shall be solely responsible for the payment of all  
15 lawful Fees in connection with Crown Castle's performance under this Use Agreement, including those  
16 set forth below. Crown Castle also agrees to reimburse the Township for the Township's actual legal  
17 fees incurred for the review and legal advice rendered associated with this Use Agreement up to an  
18 amount not to exceed \$5,000 for such legal services. Reimbursement of those legal fees shall take place  
19 at the time of execution of this Use Agreement by both parties

20       **4.1. Annual Fee.** In order to compensate the Township for Crown Castle's entry upon and deployment  
21 within the Public Way and as compensation for the use of Municipal Facilities, Crown Castle shall pay  
22 to the Township an annual fee (the "Annual Fee") in the amount of Seven Hundred and Fifty Dollars  
23 (\$750.00) for the use of each Municipal Facility, if any, upon which Equipment has been installed  
24 pursuant to this Use Agreement. The aggregate Annual Fee with respect to each year of the term shall  
25 be an amount equal to the amount of Municipal Facilities upon which Equipment has been installed  
26 on during the preceding twelve (12) months multiplied by the Annual Fee, prorated as appropriate,  
27 and shall be due and payable not later than forty-five (45) days after each anniversary of the Effective  
28 Date. The Township represents and covenants that the Township owns all Municipal Facilities for the  
29 use of which it is collecting from Crown Castle the Annual Fee pursuant to this § 4.1.

30       **4.1.1. CPI Adjustment.** Effective commencing on the fifth (5<sup>th</sup>) anniversary of the Installation  
31 Date and continuing on each fifth (5<sup>th</sup>) anniversary thereafter during the term, the Annual Fee  
32 with respect to the ensuing five year period shall be adjusted by a percentage amount equal to  
33 the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer  
34 Price Index (All Items, All Urban Consumers, 1982=100) which occurred during the previous  
35 five year period for the New York-Northern Pennsylvania-Long Island, NY-NJ-PA Metropolitan  
36 Statistical Area (MSA).

37       **4.1.2. Additional Municipal Facilities.** In the event that additional Municipal Facilities are  
38 agreed upon by the parties for use by Crown Castle following the execution of this Use  
39 Agreement, the Annual Fee applicable to the use of such Municipal Facility shall coincide with  
40 whatever applicable Term and Annual Fee is in effect at that time.

41       **4.2. Right-of-Way Use Fee.** In order to compensate the Township for Crown Castle's entry upon and  
42 deployment of Equipment within the Public Way, Crown Castle shall pay to the Township, on an  
43 annual basis, an amount equal to five percent (5%) of Adjusted Gross Revenues (the "Right-of Way Fee").  
44 In the industry, this Equipment is referred to as Nodes and a listing of existing and projected Nodes is  
45 attached hereto as Exhibit "A" and incorporated herein. As additional nodes are added in the future, an

1 updated list will be provided to the Township; however, Exhibit "A" does not need to be amended. The  
2 Right-of-Way Fee shall be payable for the period commencing with the Effective Date and ending on  
3 the date of termination of this Use Agreement. Crown Castle shall make any payment of the Right-  
4 of-Way Fee that may be due and owing within forty-five (45) days after the first anniversary of the  
5 Effective Date and within the same period after each subsequent anniversary of the Effective Date.  
6 Within forty-five (45) days after the termination of this Use Agreement, the Right-of Way Fee shall be  
7 paid for the period elapsing since the end of the last calendar year for which the Right-of Way Fee has  
8 been paid. Crown Castle shall furnish to the Township with each payment of the Right-of Way Fee a  
9 statement, executed by an authorized officer of Crown Castle or his or her designee, showing the  
10 amount of Adjusted Gross Revenues for the period covered by the payment. If Crown Castle discovers  
11 any error in the amount of compensation due, the Township shall be paid within thirty (30) days of  
12 discovery of the error or determination of the correct amount. Any overpayment to the Township  
13 through error or otherwise shall be refunded or offset against the next payment due. Acceptance by  
14 the Township of any payment of the Right-of Way Fee shall not be deemed to be a waiver by the  
15 Township of any breach of this Use Agreement occurring prior thereto, nor shall the acceptance by  
16 the Township of any such payments preclude the Township from later establishing that a larger  
17 amount was actually due or from collecting any balance due to the Township.

18 **4.3. Accounting Matters.** Crown Castle shall keep accurate books of account at its principal office in  
19 Canonsburg, PA, or such other location of its choosing for the purpose of determining the amounts  
20 due to the Township under the preceding sections of Paragraph 4 above. The Township may inspect  
21 Crown Castle's books of account relative to the Township at any time during regular business hours  
22 on thirty (30) days' prior written notice and may audit the books from time to time at the Township's  
23 sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due  
24 under § 4.1 above. The Township agrees to hold in confidence any nonpublic information it learns  
25 from Crown Castle to the fullest extent permitted by Law.

26 **4.4. Electricity Charges.** Crown Castle shall be solely responsible for the payment of all electrical  
27 utility charges to the applicable utility company based upon the Equipment' usage of electricity and  
28 applicable tariffs.

29 **4.5 Annual Report.** Crown Castle shall provide the Township with a yearly update as to the activity  
30 status of Equipment deployed by Crown Castle, including updated contact information for Crown  
31 Castle and evidence of continued required liability insurance. In the annual report, Crown Castle  
32 shall provide the Township with a summary of the existing Equipment locations, any improvements  
33 to such Equipment and the addition of any new Equipment. If feasible, this annual report shall be  
34 provided at the same time that Crown Castle submits the annual Right-of-Way Fee to the Township.

35 **5. CONSTRUCTION.** Crown Castle shall comply with all applicable federal, State, and Township codes,  
36 specifications, and requirements, if any, related to the construction, installation, operation,  
37 maintenance, and control of Crown Castle's Equipment installed in the Public Way and on Municipal  
38 Facilities in the Township. Crown Castle shall not attach, install, maintain, or operate any Equipment  
39 in or on the Public Way and/or on Municipal Facilities without the prior approval of the Township for  
40 each location.

41 **5.1. Obtaining Required Permits.** If the attachment, installation, operation, maintenance, or location  
42 of the Equipment in the Public Way shall require any permits, Crown Castle shall, if required under  
43 applicable Township ordinances, apply for the appropriate permits and pay any standard and  
44 customary permit fees. In addition, the Township agrees to process applications, if required, pursuant  
45 to the terms of and within the timeframes provided by the FCC's Declaratory Ruling, WT Docket No.  
46 08-165, FCC 09-99, November 18, 2009.

1           **5.1.1. Modifications and Colocations.** The Township agrees to process applications for  
2 upgrades, modifications, colocations and other applicable requests, if application is required,  
3 pursuant to the terms of Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012  
4 (the "Spectrum Act") and the terms and timeframes provided by the FCC's Report and Order,  
5 WT Docket No. 13-238, FCC 14-153, October 17, 2014, as respectively applicable.

6           **5.2. Relocation and Displacement of Equipment.** Crown Castle understands and acknowledges that  
7 the Township may require Crown Castle to relocate one or more of its Equipment installations. Crown  
8 Castle shall at the Township's direction relocate such Equipment at Crown Castle's sole cost and  
9 expense, whenever the Township reasonably determines that the relocation is needed for any of the  
10 following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance  
11 of a Township project; (b) because the Equipment is interfering with or adversely affecting proper  
12 operation of Township owned light poles, traffic signals, or other Municipal Facilities; or (c) to protect  
13 or preserve the public health or safety. In any such case, the Township shall use its best efforts to  
14 afford Crown Castle a reasonably equivalent alternate location. If Crown Castle shall fail to relocate  
15 any Equipment as requested by the Township within a reasonable time under the circumstances in  
16 accordance with the foregoing provision, the Township shall be entitled to relocate the Equipment at  
17 Crown Castle's sole cost and expense, without further notice to Crown Castle. To the extent the  
18 Township has actual knowledge thereof, the Township will attempt promptly to inform Crown Castle  
19 of the displacement or removal of any pole on which any Equipment is located.

20           **5.3. Damage to Public Way.** Whenever the removal or relocation of Equipment is required or  
21 permitted under this Use Agreement, and such removal or relocation shall cause the Public Way to be  
22 damaged, Crown Castle, at its sole cost and expense, shall promptly repair and return the Public Way  
23 in which the Equipment are located to a safe and satisfactory condition in accordance with applicable  
24 Laws, normal wear and tear excepted. If Crown Castle does not repair the site as just described, then  
25 the Township shall have the option, upon fifteen (15) days' prior written notice to Crown Castle, to  
26 perform or cause to be performed such reasonable and necessary work on behalf of Crown Castle and  
27 to charge Crown Castle for the proposed costs to be incurred or the actual costs incurred by the  
28 Township at the Township's standard rates. Upon the receipt of a demand for payment by the  
29 Township, Crown Castle shall promptly reimburse the Township for such costs.

30           **5.4. Other Cellular Carriers.** Any Equipment installed within the Public Way shall be designated  
31 structurally, technically and in all respects engineered to accommodate a minimum of three licensed  
32 wireless service providers ("Providers"). Notwithstanding the above, Equipment installed under this  
33 Agreement may operate with only one, or two, licensed Providers, as long as said Equipment is  
34 initially designed in all respects to accommodate a minimum of three Providers.

35           **6. INDEMNIFICATION AND WAIVER.** Crown Castle agrees to indemnify, defend, protect, and hold  
36 harmless the Township, its council members, officers, and employees from and against any and all  
37 claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial  
38 proceedings and orders, judgments, and all costs and expenses incurred in connection therewith,  
39 including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or  
40 proximately resulting from Crown Castle's activities undertaken pursuant to this Use Agreement,  
41 except to the extent arising from or caused by the negligence or willful misconduct of the Township,  
42 its council or board members, officers, elected trustees, employees, agents, or contractors.

43           **6.1. Waiver of Claims.** Crown Castle waives any and all claims, demands, causes of action, and rights  
44 it may assert against the Township on account of any loss, damage, or injury to any Equipment or any  
45 loss or degradation of the Services as a result of any event or occurrence which is beyond the  
46 reasonable control of the Township.

1       **6.2. Limitation of the Township's Liability.** Except as provided for above, the Township shall be  
2       liable only for the cost of repair to damaged Equipment arising from the negligence or willful  
3       misconduct of the Township, its employees, agents, or contractors

4       **6.3. Waiver of Punitive and Consequential Damages.** Both parties hereby waive the right to recover  
5       punitive or consequential damages from the other party.

- 6       **7. INSURANCE.** Crown Castle shall obtain and maintain at all times during the term of this Use Agreement  
7       Commercial General Liability insurance protecting Crown Castle in an amount not less than Three  
8       Million Dollars (\$3,000,000) per occurrence (combined single limit), including bodily injury and  
9       property damage, and in an amount not less than Five Million Dollars (\$5,000,000) general annual  
10      aggregate and Five Million Dollars (\$5,000,000) products-completed operations aggregate and  
11      Commercial Automobile Liability insurance in an amount not less than Three Million Dollars  
12      (\$2,000,000) per occurrence (combined single limit), including bodily injury and property damage. The  
13      required limits may be met by a combination of primary and excess or umbrella insurance. The  
14      Commercial General Liability insurance policy shall name the Township, its elected officials, officers,  
15      and employees as additional insureds as respects any covered liability arising out of Crown Castle's  
16      performance of work under this Use Agreement. Coverage shall be in an occurrence form and in  
17      accordance with the limits and provisions specified herein. Claims-made policies are not acceptable.  
18      Crown Castle shall be responsible for notifying the Township in writing of any cancellation, except for  
19      non-payment of premium, or changes in the occurrence or aggregate limits set forth above at least ten  
20      (10) days' prior to such change or cancellation.

21      **7.1. Filing of Certificates and Endorsements.** Prior to the commencement of any work pursuant to this  
22      Use Agreement, Crown Castle shall file with the Township the required original certificate(s) of  
23      insurance with endorsements, which shall state the following:

24               (a) the policy number; name of insurance company; name and address of the agent or  
25               authorized representative; name and address of insured; project name; policy expiration  
26               date; and specific coverage amounts;

27               (b) that Crown Castle's Commercial General Liability insurance policy is primary as  
28               respects any other valid or collectible insurance that the Township may possess, including  
29               any self-insured retentions the Township may have; and any other insurance the Township  
30               does possess shall be considered excess insurance only and shall not be required to  
31               contribute with this insurance; and

32               (c) that Crown Castle's Commercial General Liability insurance policy waives any right of  
33               recovery the insurance company may have against the Township.

34               The certificate(s) of insurance with notices shall be mailed to the Township at the address specified  
35               in § 8 below.

36      **7.2. Workers' Compensation Insurance.** Crown Castle shall obtain and maintain at all times during  
37      the term of this Use Agreement statutory workers' compensation and employer's liability insurance  
38      in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the Township with a  
39      certificate showing proof of such coverage.

40      **7.3. Insurer Criteria.** Any insurance provider of Crown Castle shall be admitted and authorized to do  
41      business in the State of Pennsylvania and shall carry a minimum rating assigned by *A.M. Best &*  
42      *Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "X" (*i.e.*, a size of

1 \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies  
2 and certificates issued by non-admitted insurance companies are not acceptable.

3 **7.4. Severability of Interest.** Any self-insured retentions must be stated on the certificate(s) of  
4 insurance, which shall be sent to and approved by the Township. "Severability of interest" or  
5 "separation of insureds" clauses shall be made a part of the Commercial General Liability and  
6 Commercial Automobile Liability policies.

- 7 8. **NOTICES.** All notices which shall or may be given pursuant to this Use Agreement shall be in writing  
8 and delivered personally or transmitted (a) through the United States mail, by registered or certified  
9 mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email  
10 transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight  
11 delivery service as just described, addressed as follows:

12 *if to the Township:*

13 TOWNSHIP OF EAST GOSHEN  
14 Township Manager  
15 Township of East Goshen  
16 1580 Paoli Pike  
17 West Chester, PA 19380-6199

18 *if to Crown Castle:*

19  
20 CROWN CASTLE NG EAST LLC  
21 c/o Crown Castle USA Inc.  
22 2000 Corporate Drive  
23 Canonsburg, PA 15317-8564  
24 Attn: General Counsel, Legal Department

25  
26 *with a copy which shall not constitute legal notice to:*

27  
28 CROWN CASTLE NG EAST LLC  
29 2000 Corporate Drive  
30 Canonsburg, PA 15317-8564  
31 Attn: SCN Contracts Management  
32

33 **8.1. Date of Notices; Changing Notice Address.** Notices shall be deemed given upon receipt in the  
34 case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case  
35 of facsimile, email, or overnight delivery. Either party may from time to time designate any other  
36 address for this purpose by written notice to the other party delivered in the manner set forth above.

- 37 9. **TERMINATION.** This Use Agreement may be terminated by either party upon forty-five (45) days' prior  
38 written notice to the other party upon a default of any material covenant or term hereof by the other  
39 party, which default is not cured within forty-five (45) days of receipt of written notice of default (or,  
40 if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such  
41 cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion),  
42 provided that the grace period for any monetary default shall be ten (10) days from receipt of notice.  
43 Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable  
44 during the Term.

1 10. **ASSIGNMENT.** This Use Agreement shall not be assigned by Crown Castle without the express written  
2 consent of the Township, which consent shall not be unreasonably withheld, conditioned, or delayed.  
3 Notwithstanding the foregoing, the transfer of the rights and obligations of Crown Castle to a parent,  
4 subsidiary, or other affiliate of Crown Castle or to any successor in interest or entity acquiring fifty-one  
5 percent (51%) or more of Crown Castle's stock or assets (collectively "Exempted Transfers") shall not  
6 be deemed an assignment for the purposes of this Use Agreement and therefore shall not require the  
7 consent of the Township, provided that Crown Castle reasonably demonstrates to the Township's  
8 lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i)  
9 such transferee will have a financial strength after the proposed transfer at least equal to that of Crown  
10 Castle immediately prior to the transfer; (ii) any such transferee assumes all of Crown Castle's  
11 obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee,  
12 either alone or together with Crown Castle's management team, in the provision of  
13 telecommunications or similar services, evidences an ability to operate the Network. Crown Castle  
14 shall give at least thirty (30) days' prior written notice (the "Exempted Transfer Notice") to the  
15 Township of any such proposed Exempted Transfer and shall set forth with specificity in such  
16 Exempted Transfer Notice the reasons why Crown Castle believes the Exempted Transfer Criteria have  
17 been satisfied. The Township shall have a period of thirty (30) days (the "Exempted Transfer  
18 Evaluation Period") from the date that Crown Castle gives the Township its Exempted Transfer Notice  
19 to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing,  
20 the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the Township  
21 has received from Crown Castle any and all additional information the Township may reasonably  
22 require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted  
23 Transfer Notice, so long as the Township gives Crown Castle notice in writing of the additional  
24 information the Township requires within fifteen (15) days after the Township's receipt of the original  
25 Exempted Transfer Notice. If the Township fails to act upon Crown Castle's Exempted Transfer Notice  
26 within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the  
27 foregoing provisions), such failure shall be deemed an affirmation by the Township that Crown Castle  
28 has in fact established compliance with the Exempted Transfer Criteria to the Township's satisfaction.

29 11. **MISCELLANEOUS PROVISIONS.** The provisions which follow shall apply generally to the obligations of  
30 the parties under this Use Agreement.

31 11.1. *Environmental Compliance.* Crown Castle agrees to comply with any applicable rules  
32 pertaining to environmental quality review promulgated by the Pennsylvania Department of  
33 Environmental Protection or any other governmental agency having jurisdiction.

34 11.2. *Nonexclusive Use.* Crown Castle understands that this Use Agreement does not provide  
35 Crown Castle with exclusive use of the Public Way or any Municipal Facility.

36 11.3. *Waiver of Breach.* The waiver by either party of any breach or violation of any provision of  
37 this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent  
38 breach or violation of the same or any other provision of this Use Agreement.

39 11.4. *Severability of Provisions.* If any one or more of the provisions of this Use Agreement shall  
40 be held by court of competent jurisdiction in a final judicial action to be void, voidable, or  
41 unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Use  
42 Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of  
43 this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement  
44 and each provision hereof regardless of whether any one or more provisions may be declared illegal,  
45 invalid, or unconstitutional.



1 11.5. *Contacting Crown Castle.* Crown Castle shall be available to the staff employees of any  
2 Township department having jurisdiction over Crown Castle's activities twenty four (24) hours a day,  
3 seven (7) days a week, regarding problems or complaints resulting from the attachment, installation,  
4 operation, maintenance, or removal of the Equipment. The Township may contact by telephone the  
5 network control center operator at telephone number 888-632-0931 regarding such problems or  
6 complaints.

7 11.6. *Governing Law; Jurisdiction.* This Use Agreement shall be governed and construed by and  
8 in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflicts  
9 of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of  
10 such action shall be vested exclusively in the state courts of Pennsylvania, in the Township where the  
11 Township is incorporated or in the United States District Court for the District of Pennsylvania.

12 11.7. *Attorneys' Fees.* Should any dispute arising out of this Use Agreement lead to litigation, the  
13 prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable  
14 attorneys' fees.

15 11.8. *Consent Criteria.* In any case where the approval or consent of one party hereto is required,  
16 requested or otherwise to be given under this Use Agreement, such party shall not unreasonably  
17 delay, condition, or withhold its approval or consent.

18 11.9. *Representations and Warranties.* Each of the parties to this Use Agreement represents and  
19 warrants that it has the full right, power, legal capacity, and authority to enter into and perform the  
20 parties' respective obligations hereunder and that such obligations shall be binding upon such party  
21 without the requirement of the approval or consent of any other person or entity in connection  
22 herewith, except as provided in § 3.2 above.

23 11.10. *Amendment of Use Agreement.* This Use Agreement may not be amended except pursuant to  
24 a written instrument signed by both parties.

25 11.11. *Entire Agreement.* This Use Agreement contains the entire understanding between the parties  
26 with respect to the subject matter herein. There are no representations, agreements, or understandings  
27 (whether oral or written) between or among the parties relating to the subject matter of this Use  
28 Agreement which are not fully expressed herein.

29 In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use  
30 Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the  
31 Effective Date.

32 ATTEST:

EAST GOSHEN TOWNSHIP

33  
34  
35  
36 \_\_\_\_\_  
Township Manager/Secretary

\_\_\_\_\_  
Chairman of Board of Supervisors

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*Crown Castle:*

**CROWN CASTLE NG EAST LLC**, a Delaware limited liability company

By: \_\_\_\_\_

**Lewis Kessler**

Its: Vice President - DAS and Small Cell Networks

Date: \_\_\_\_\_, 2016



## **EXHIBIT A**

### **East Goshen Township**

### **List of Constructed DAS Node Facilities**

**July 5, 2017**

- 1) N164m2 – 1675 E Strasburg Road (PennDOT ROW)
- 2) N165 – 1422 Paoli Pike (PennDOT ROW)
- 3) **N166 – 336 Ellis Lane (East Goshen Township ROW)**
- 4) N169 – Located on PA 352 near Boot Road (PennDOT ROW)
- 5) N170 – 1403 E Strasburg Road (PennDOT ROW)
- 6) **N171 – 929 Forest Lane (East Goshen Township ROW)**
- 7) N172 – 1593 Greenhill Road (PennDOT ROW)
- 8) **N174 – 1036 Hershey Mill Road (East Goshen Township ROW)**
- 9) **N176m1 - 1038 Hershey Mill Road (East Goshen Township ROW)**
- 10) N177 – 1044 N Chester Road (PennDOT ROW)
- 11) N201 – 1607 East Strasburg Road (PennDOT ROW)



**East Goshen Township**  
**List of 2017 Forecasted DAS Node Facilities**

1. EMP-030 – 1304 Wilson Drive (East Goshen Township ROW)
2. EMP-031 – 1361 Boot Road (PennDOT ROW)
3. EMP-032 – 1375 Boot Road (PennDOT ROW)
4. EMP-034 – 1303 Goshen Parkway (East Goshen Township ROW)
5. EMP-039 – 401 Ellis Lane (East Goshen Township ROW)
6. EMP-040 – 401 Ellis Lane (East Goshen Township ROW)

# Memorandum

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East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

Voice: 610-692-7171  
Fax: 610-692-8950  
E-mail: [mgordon@eastgoshen.org](mailto:mgordon@eastgoshen.org)

---

**Date:** 7/5/2017  
**To:** Board of supervisors  
**From:** Mark Gordon, Zoning Officer *mlg*  
**Re:** 1420 E. Strasburg Rd.

Dear Board Members,

The Board approved the SD/LD application and plans for 1420 E. Strasburg Rd. on March 7, 2017. The Applicant has addressed all the Township Engineers final comments in the revised plans dated May, 17, 2016 and last revised on 4/6/2017, and submitted the Financial Security and LD agreements. The plans and agreements are ready for final Board approval and execution.

## DRAFT MOTION:

Mr. Chairman, I move that the Board approve and sign the Preliminary/Final Subdivision and Land Development Plans for 1420 E. Strasburg Rd. dated May 17, 2016 last revised on April 6, 2017, execute the development agreements, and release the plans for recording with the following condition:

1. The Applicant shall address all conditions outlined in the plan approval letter dated March 8, 2017.

**BOARD OF SUPERVISORS**  
EAST GOSHEN TOWNSHIP

CHESTER COUNTY

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

March 8, 2017

Mr. Jim Brandolini  
Gunnison Development Company  
1200 Burning Bush Ln.  
West Chester, PA 19380

Re: Subdivision/Land Development Application / 1420 E. Strasburg Rd. / TPN 53-6-89

Dear Jim:

At their meeting on March 7, 2017 the Board of Supervisors approved the Subdivision and Land Development application and plans for the residential 3 lot subdivision at 1420 E. Strasburg Rd. The Board of Supervisors unanimously approved the following motion and conditions of approval:

Mr. Chairman, I move that we grant the requested waiver and approve the Preliminary/Final Subdivision and Land Development Plan for 1420 E. Strasburg Rd. subdividing the lot into three single family residential lots as depicted on the plans dated May, 17, 2016 and last revised on 2/20/2017 with the following conditions:

1. The Applicant shall address all remaining comments outlined in Pennoni Review letter dated February 28, 2017 to the satisfaction of the Township engineer and staff prior to releasing the plans for recording.
2. The applicant will follow all applicable federal, State and Local laws and secure all proper permits prior to construction of the improvements depicted on the plans.
3. Execution of the Development and Financial Security Agreements prior to the plans being released for recording. The amount of such security shall be based upon construction cost estimates for the site improvements including landscaping, to be provided by the applicant, which will be reviewed and approved by the Township engineer.
4. Execution and recording of the Township storm water management Operation and Maintenance agreements, driveway easement and maintenance agreement in accordance with Township practice, and subject to review and approval by the Township solicitor.
5. The applicant shall pay the traffic Impact fees of \$792.50 for the project, prior to the issuance of building permits for the new single family homes. This project will add two peak hour vehicle trips, 1 trip for each new lot.  $2 \times \$396.25 = \$792.50$ .
6. The applicant shall prepare and record a grinder pump agreement for lot 3 in accordance with Township practice.
7. The applicant shall secure a PennDOT Highway Occupancy Permit and construct the improvements required by the permit prior to the issuance of building permits for the proposed single family homes.

Sincerely,



Mark A. Gordon  
Township Zoning Officer

Cc: Nate Cline, P.E. Township Engineer (via email only)  
Jim Brandolini (via email only)  
Thomas Tran, P.E. (via email only)

**BOARD OF SUPERVISORS**  
EAST GOSHEN TOWNSHIP

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

Date: June 28, 2017

To: Board of Supervisors  
From: Mark Miller, Director of Public Works  
RE: Milling Machine Rental Bid Results

We opened bids on June 28, 2017 at 10:00 a.m. for the Milling Machine Rental. We sent out many bid packages. One proposal was received. The results are as follows:

<u>Company</u>	<u>Daily Rental (8 Hours)</u>	<u>Weekly Cost</u>	<u>10 Day Cost</u>
CC & T, Inc	\$2,500	\$7,500	\$15,000

**Recommendation:**

We recommend that the Board accept the bid from CC&T, Inc. in the amount of \$15,000 for (two weeks).



# Memo

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To: Board of Supervisors  
From: Jon Altshul  
Re: Consider lowering assumed rate of return on WEGO pension plan  
Date: June 30, 2017

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As you know, the Police Pension Plan has historically used an assumed rate of return of 8% for the purpose of determining the minimum municipal obligation (MMO). Concern has been raised that an 8% return is unrealistic and may be contributing to the plan's continued unfunded liability. In order for the actuary to calculate the 2018 MMO for this plan at an assumed rate of return of 7.5%, this information would need to be formally communicated to him by the end of July.

**Recommended motion:** Mr. Chairman, I move to direct the East Goshen representative to the Westtown-East Goshen Police Commission to vote in favor of lowering the assumed rate of return of the police pension plan to 7.5%, effective with the 2018 MMO.

PS : WESTTOWN TWP WILL CONSIDER  
THIS ON 7/17/17.




# Memorandum

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East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

Voice: 610-692-7171  
Fax: 610-692-8950  
E-mail: [mgordon@eastgoshen.org](mailto:mgordon@eastgoshen.org)

---

Date: 7/5/2017  
To: Board of Supervisors  
From: Mark Gordon, Township Zoning Officer   
Re: SWM Operation and Maintenance Agreement

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Dear Board Members:

I have received a new SWM O&M agreement from Mr. and Mrs. Chagares for your review and approval. This SWM agreement is for a new pool at 909 Sorrell Hill Dr.

**Draft Motion:**

I move that we authorize the Chairman to execute the storm water management operation and maintenance agreement for:

1. 909 Sorrell Hill Dr.

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

Date: July 5, 2017  
To: Board of Supervisors  
From: Rick Smith, Township Manager  
Re: Township Building Improvements

Wash Bay – In order to bring our vehicle maintenance operation in to compliance with MS4 requirements we intend to construct a wash bay of the west end of the public works garage that is connected to the Administration Building.

Attached are a sketch plan and a preliminary cost estimate from Pennoni.

I would suggest we have Pennoni give us a proposal to design the wash bay.

## Rick Smith

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**From:** Nathan M. Cline <NCline@Pennoni.com>  
**Sent:** Thursday, June 22, 2017 11:12 AM  
**To:** 'rsmith@eastgoshen.org'; Mark Miller (mmiller@eastgoshen.org)  
**Subject:** Public Works Addition - DRAFT Construction Cost Estimate  
**Attachments:** Construction Cost Est. 062217.pdf

Rick/Mark - Please find attached a draft construction cost estimate for the addition. We utilized recent bids and 2017 Means for the estimates, and tried to be conservative, rather than aggressive; we also had to make many assumptions as nothing has been designed. We did assume publicly bid. This does not include the wash/water reuse component.

Let me know if you'd like me to summarize in a memo, review in more detail or how you would like to proceed from here.

**Nathan M. Cline, PE**  
Office Director

**Pennoni**  
One South Church Street, 2nd Floor | West Chester, PA 19382  
**Direct:** 610-422-2453 | **Mobile:** 610-888-8564  
[www.pennoni.com](http://www.pennoni.com) | [NCline@Pennoni.com](mailto:NCline@Pennoni.com)



PARTNERS FOR WHAT'S POSSIBLE

## PROPOSED ADDITION TO PUBLIC WORKS GARAGE

EGOS 0012

## ESTIMATED PROJECT COST

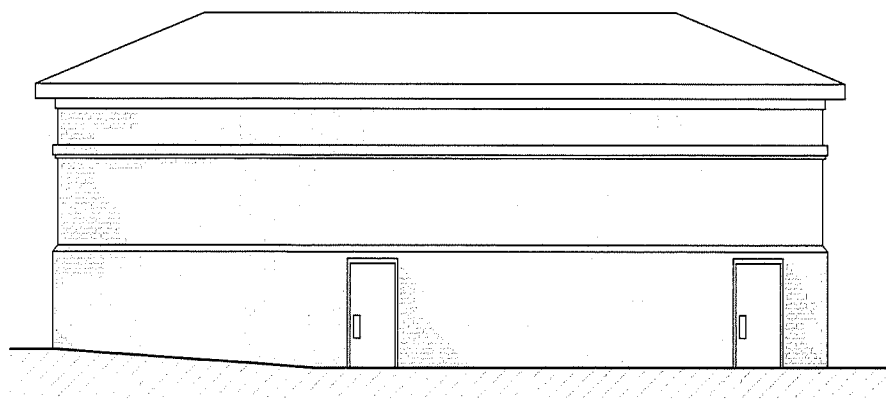
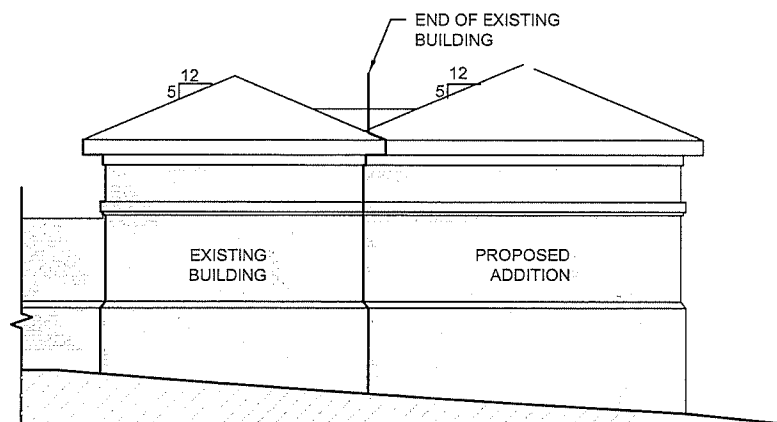
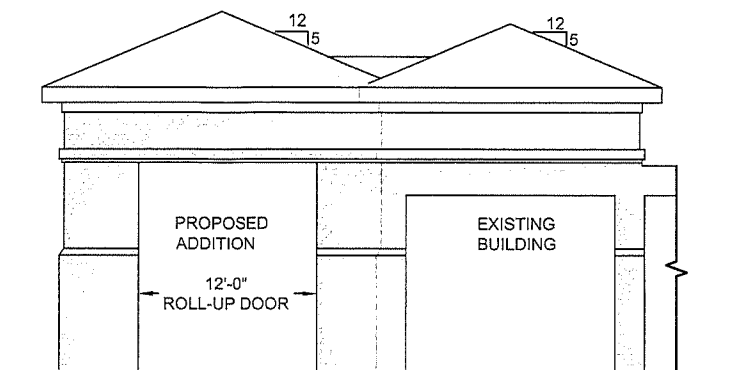
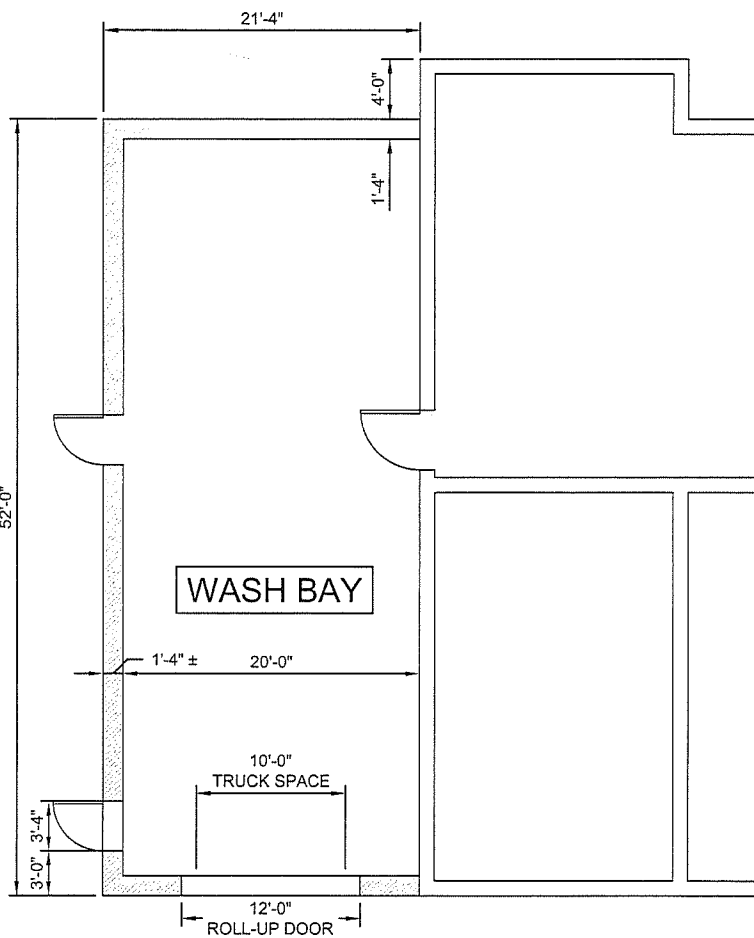
	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
A.	Site Setup & Mobilization	1	E.A	\$4,000	\$4,000
B.	Erosion & Sedimentation Controls				
	-Construction Laydown area	1	EA.	\$3,000	\$3,000
	-Super Silt Fence	175	L.F.	\$10	\$1,750
	-Dewatering Area	1	L.S.	\$2,250	\$2,250
C.	Layout	1	L.S	\$1,500	\$1,500
D.	Demo Existing Features				
	-Curb	1	L.S.	\$4,000	\$4,000
	-Paving	1	L.S.	\$5,000	\$5,000
	-Existing Oil/Water Separator	1	L.S.	\$750	\$750
	-Utility Relocation Allowance	1	L.S.	\$8,500	\$8,500
	-Dispose of soils	150	C.Y.	\$38	\$5,700
E.	Foundation				
	-Bulk Excavation	1	EA.	\$8,000	\$8,000
	-Footing Excavation	1	EA.	\$2,750	\$2,750
	-Form & Pour Footings	20	C.Y.	\$155	\$3,100
	-Install Foundation Block	180	S.F.	\$25	\$4,500
F.	Underslab Plumbing/Electric				
	-Plumbing				
	-Labor	1	L.S.	\$12,000	\$12,000
	-Materials	1	L.S.	\$5,000	\$5,000
	-Electric				
	- Labor	1	L.S.	\$2,750	\$2,750
	- Material	1	L.S.	\$1,000	\$1,000
G.	Floor Slab (6-inch slab over 6-inch stone)				
	-Grade & stone	1,000	S.F.	\$9	\$9,000
	-Pour Slab	1,000	S.F.	\$14	\$14,000
	-Cut Joints	1	L.S.	\$1,000	\$1,000
H.	Masonry Walls (90 L.F. X 17.5 FT. high)				
	-8-inch reinforced & insulated CMU	1,575	S.F.	\$14	\$22,050
	-4-inch Veneer Brick	1,575	S.F.	\$28	\$44,100
	-Allowance for Decorative Brick Coursing	1	EA.	\$5,000	\$5,000
	-Bond beam	90	L.F.	\$12	\$1,080
	-Steel lintel for overhead door	18	L.F.	\$75	\$1,350
	-Steel lintel for man doors	12	L.F.	\$40	\$480
	-Wash/ Clean Brick	1,575	S.F.	\$3	\$3,938
I.	Roof Framing				
	-Top Plate	95	L.F.	\$3	\$285
	-Main Roof Trusses	1,000	S.F. Floor	\$15	\$15,000
	-Additional Framing/ Blocking	1	EA.	\$2,000	\$2,000
	-Install/Frame Scissor Truss	1	L.S.	\$5,000	\$5,000
	-Install Sheathing	1,100	S.F.	\$5	\$5,500
J.	Roof Finishes				
	-30 # Underlayment	10	Sq	\$35	\$350
	-Self Adhering Underlayment	1.5	Sq	\$150	\$225
	-Class A 300-385 lb/sq multi-layered shingles	12	Sq	\$600	\$7,200

## PROPOSED ADDITION TO PUBLIC WORKS GARAGE

EGOS 0012

## ESTIMATED PROJECT COST

	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
	-Scissors Truss roof	1	Sq	\$800	\$800
	- Drip Edge, Flashing, Vents, Penetrations	1	L.S.	\$2,000	\$2,000
<b>K.</b>	<b>Fascia, Soffits, Gutters &amp; Downspouts</b>				
	-6" PVC Fasciae	100	L.F.	\$15	\$1,500
	-PVC Soffit	100	L.F.	\$7	\$700
	-Gutters 5" Type K Copper Clad S.S.	95	L.F.	\$20	\$1,900
	-Downspouts	35	L.F.	\$15	\$525
<b>L.</b>	<b>Exterior Doors</b>				
	-Man Doors	2	EA.	\$3,500	\$7,000
	-14' Roll Up	1	EA.	\$12,000	\$12,000
<b>M.</b>	<b>Interior Mech Rough-In/Fit Out</b>				
	-Plumbing:				
	-Mop Sink	1	EA.	\$1,500	\$1,500
	-Hose Bibs	3	EA.	\$350	\$1,050
	-Trench Drain	15	L.F.	\$135	\$2,025
	-Water Heater	1	EA.	\$2,000	\$2,000
	-Electrical:				
	- Rough-In Labor	1	L.S.	\$15,000	\$15,000
	- Rough-In Material	1	L.S.	\$7,000	\$7,000
	-Lights				
	-Interior (LED)	4	EA.	\$1,500	\$6,000
	-Exterior (HPS)	3	EA.	\$600	\$1,800
	-Electric Space Heaters	3	EA.	\$3,000	\$9,000
	-Wire O/H Door	1	L.S.	\$1,000	\$1,000
	-Wire Water Heater	1	L.S.	\$1,000	\$1,000
	-Switches/ Receptacles	20	EA.	\$250	\$5,000
<b>N.</b>	<b>Interior Fit Out</b>				
	-Ceiling Insulation	1,000	S.F.	\$5	\$5,000
	-Double Layer 5/8" Drywall	1,000	S.F.	\$10	\$10,000
	-Ceiling Trim	90	L.F.	\$5	\$450
	-Ceiling Access	1	L.S.	\$400	\$400
	-Paint				
	-Walls	1,500	S.F.	\$3	\$4,500
	-Ceilings	1,000	S.F.	\$3	\$3,000
<b>O.</b>	<b>Exterior Restoration</b>				
	-Curb	100	L.F.	\$30	\$3,000
	-Walkwalks	100	S.F.	\$15	\$1,500
	-Paving Restoration	125	S.Y.	\$65	\$8,125
	-General Restoration	1	L.S.	\$2,500	\$2,500
<b>P.</b>	<b>Misc</b>				
	-Allowance for Oil/Water Separator	1	EA	\$13,000	\$13,000
	-Inspections	1	EA	\$500	\$500
	Subtotal				\$343,883
	Allowance for recycled water system				\$0
	Bonds/Insurance (2% const cost)	1	L.S.		\$6,878
	Contingency (10%)				\$34,388
	<b>TOTAL ESTIMATED PROJECT COST :</b>				<b>\$385,148</b>



**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
1580 PAOLI PIKE  
TUESDAY, JUNE 20, 2017  
DRAFT MINUTES**

**Present:** Chairman Marty Shane; Vice Chairman Carmen Battavio; Supervisors Charles (Chuck) Proctor, Janet Emanuel, & Michael Lynch; Township Manager Rick Smith; and Conservancy Board Chairman Sandy Snyder and members Erich Meyer and Walter Wujick.

**Call to Order & Pledge of Allegiance**

Marty called the meeting to order at 7:00 p.m. and lead the assembly in the Pledge of Allegiance.

**Moment of Silence**

Carmen called for a moment of silence to honor the troops who defend our nation and the loss of life in London.

**Recording**

No one indicated they were recording the meeting.

**Chairman's Report/Announcements**

1. Marty announced that the Board met in an executive session prior to tonight's meeting to discuss a pending legal matter.
2. Marty announced that on June 22<sup>nd</sup>, the Board will consider a recommendation from the Hershey Mill Dam Committee for the final plan for the Hershey Mill Park Project.
3. Marty announce that on June 27<sup>th</sup>, the Board will meet at Fugett Middle School for a presentation on "Emergency Response to a Pipeline Incident."
4. Marty announced that the Chester County Planning Commission is soliciting public comment for the new Comprehensive Plan, Landscapes 3.

**Financial Report**

Marty noted that as of May 31<sup>st</sup>, the Township had a favorable budget variance of \$614,484 that was due in part to an increase in the Real Estate Transfer Tax from the sale of a large commercial building and an increase in Earned Income Tax receipts.

**Consider Recommendation Regarding the Trees at the Marydell Pond**

Mike read the recommendation from the Conservancy Board that suggested the Board undertake a comprehensive study of all of the Township ponds, that the trees not be moved until the study is complete, and if the trees do need to be moved, that it be done in the fall or spring. In response to a question from Jim Williams, 1524 High Meadow Lane, Rick announced that the Board will consider a proposal from Natural Lands Trust to conduct such a study at the meeting on July 11<sup>th</sup>. Christina

1 Zettner, 1530 Allison Drive, suggested that Stroud Water Research Center and the  
2 Brandywine Conservancy be asked for a proposal.

3  
4 Mike made a motion to accept the June 15, 2017, recommendation from the  
5 Conservancy Board and to ask Stroud Water Resource Center and Brandywine  
6 Conservancy for a proposal. Chuck seconded the motion. The motion passed  
7 unanimously.

8  
9 **Consider Milltown Dam Park and Open Space Plan**

10 Marty introduced Peter Simone, the consultant who had worked with the Milltown  
11 Dam Committee to develop the plan for the improvement at the Milltown Reservoir.  
12 Peter outlined the process, which included three public information meetings and  
13 three online surveys. He noted the Dam Committee had recommended approval of  
14 the Plan with some conditions, which have been incorporated in the plan being  
15 presented this evening. The proposed plan includes a 2.5-acre pond, two parking  
16 areas, ADA-compliant trails, and possible future trail connections.

17  
18 The estimated cost of the project was \$1,400,000 and the Township has already  
19 applied for two grants: \$500,000 from DCNR, and \$250,000 from DECD. The project  
20 would satisfy the Township sediment reduction obligation under the state-  
21 mandated MS4 program. The project schedule, which is subject to obtaining the  
22 required permits from DEP, anticipates bidding the project in 2018 with  
23 construction in 2019.

24  
25 Marty introduced the Milltown Dam Committee members in attendance: Chairman  
26 Mick McGinnis, Chuck Hepler, Glenn Artman, and Dave Hewitt.

27  
28 In response to a question from Carmen about amenities, Peter noted that while they  
29 were not depicted on the plan, amenities such as picnic tables and benches would be  
30 installed as part of the project.

31  
32 Dave Hewitt asked about a schedule for drawing down the Reservoir, and Rick  
33 advised that the work to lower the spillway would commence next week.

34  
35 Chuck Helper noted that the proposed plan is based on the assumption that the new  
36 stream channel will establish itself on the east side of the property. However, the  
37 Committee has developed two alternative plans if this does not happen.

38  
39 Christie Zettner asked about a trail connection to Pin Oaks and Marydell. Janet  
40 stated that the Paoli Pike Master Plan Committee was currently working on  
41 neighborhood connections to the Paoli Pike Trail, and that the Committee would be  
42 making a presentation at the Board's meeting on Thursday, June 22.

43  
44 Marty explained that East Goshen is a very desirable community within which to  
45 live and work. However, since we are essentially built out, we need to continue to  
46 improve the amenities and services we provide in order to remain competitive.



1  
2 Janet made a motion to approve the Milltown Dam Park and Open Space Plan as  
3 presented. Carmen seconded the motion. The motion passed unanimously.  
4

5 **Consider Proposal for the Design of Reservoir Enhancements - Milltown Dam**

6 Rick explained that since the Board has approved the Milltown Dam and Open Space  
7 Plan, the next step would be for Gannett Fleming to design the improvements and  
8 incorporate them into the plans for breaching the dam. We have received a proposal  
9 from Gannett Fleming in the amount of \$258,360 for this work. In response to a  
10 question from Marty, Rick confirmed that Peter Simone would be a subcontractor to  
11 Gannett Fleming and that his cost was included in their proposal.  
12

13 Mike expressed a concern about assumptions in the proposal. Rick advised that  
14 Gannett Fleming has reviewed the draft plan with the DEP and he did not believe any  
15 of them would be an issue.  
16

17 Janet made a motion to accept the proposal from Gannett Fleming. Carmen seconded  
18 the motion. The motion passed unanimously.  
19

20 **Public Comment**

21 Marty then exercised his authority as Chairman to revise the order of the agenda  
22 and asked for public comment on any non-agenda items.  
23

24 David Shuey, 1538 Millrace Lane, encouraged the Board to consider bike trails and  
25 noted that the Greater Philadelphia Bike Coalition had a wealth of information on  
26 their website. Marty noted that Mike Broennle, who was an avid cyclist, serves on  
27 the Paoli Pike Master Plan Committee.  
28

29 Donna Shuey, 1538 Mill Race Lane, asked who would be attending the Pipeline  
30 Safety Meeting next week. Marty advised her that representatives from the WEGO  
31 Police Department, Goshen Fire Company, and Chester County Department of  
32 Emergency Services will be in attendance. The initial presentations will take about  
33 45 minutes, and then the meeting will be opened up for questions from the  
34 residents. He added that while Sunoco has been invited, they are not planning to  
35 attend.  
36

37 Marty stated that the judge had dismissed the civil case that was filed by two  
38 residents in West Goshen against Sunoco. The judge's ruling confirmed that  
39 townships cannot regulate public utility facilities such as pipelines. He also noted  
40 that Sunoco intends to install the 20-inch pipeline initially, then come back later to  
41 install the 16-inch pipeline.  
42

43 Mike said he had recently attended a meeting where it had been suggested that the  
44 Township inspect the pipeline installation and he noted that the Township was not  
45 authorized to conduct inspections.  
46

1 Marty noted that while the federal regulations require pipelines to X-ray 10% of the  
2 welds, Sunoco X-rays every weld. He also noted that municipalities like East Goshen  
3 do not receive any money from the pipelines.  
4

5 Chuck commented that Chester County gets some money from the impact fee on  
6 shale gas.  
7

8 Evert Warren, 540 Beaumont Circle, stated that he has been experiencing vibrations  
9 in his house, which is two houses away from the HDD machine, and he has sent a  
10 letter to Sunoco. Marty said that Sunoco was advising residents to take photos of  
11 their house and foundation and that they will correct any problems if it can be  
12 proved that Sunoco caused the damage. Carmen suggested he hire a home inspector  
13 to document the condition of his home. Mike suggested he contact his insurance  
14 agent.  
15

16 Greg Gaul, 1553 Ulster Circle, wanted to know "what the Board's strategy was?"  
17 with respect to the Sunoco project. Marty explained that when the Board first  
18 became aware of the project, it hired a lawyer experienced in public utility law. Her  
19 research indicated that Sunoco had the law on their side and that there was nothing  
20 the Board, or any other entity, could do that would stop the project. The Board  
21 concluded that they would work with Sunoco to minimize the impact on Township  
22 residents and that they would provide the residents with any and all information  
23 about the project as it became available.  
24

25 Greg Gaul asked if the Board could get Sunoco to present their "Crisis Plan". Marty  
26 noted that Representative Comitta was unable to get Sunoco to attend her meeting  
27 and he had been unable to get Sunoco to attend next week's meeting.  
28

29 Nora Pearse, 1372-74 Boot Road, commented that we had just opened "Pandora's  
30 Box" by allowing Sunoco to install these pipelines. Marty explained that Sunoco is a  
31 public utility that is regulated by the PA Public Utility Commission (PUC). The PUC  
32 regulates the type of service a public utility provides, the service area, and the rate  
33 they can charge for the service (tariff). However, the PUC does not regulate where  
34 pipelines can be located.  
35

36 He also explained that Pennsylvania and Alaska are the only two states in the  
37 country that do not have a state agency that regulates where pipelines can be  
38 located. Finally, he read the following, which appears on the PUC website:  
39

40 "The Pennsylvania legislature has empowered the Public Utility Commission to  
41 direct and enforce safety standards for pipeline facilities and to regulate safety  
42 practices of certificated utilities engaged in the transportation of natural gas and  
43 other gas by pipeline.  
44

45 The Commission is authorized to enforce federal safety standards as an agent for the  
46 U.S. Department of Transportation's Office of Pipeline Safety. The safety standards

1 apply to the design, installation, operation, inspection, testing, construction,  
2 extension, replacement and maintenance of pipeline facilities. The PUC may  
3 prescribe additional pipeline safety standards over and above federal standards,  
4 provided they are not in conflict.”  
5

6 Lex Pavlo, 611 Speakman Lane, suggested that the Board “Fed-Ex” a letter to all of  
7 the elected officials, asking them to use their influence to get Sunoco to attend a  
8 meeting. It was the consensus of the Board that Rick should draft such a letter for  
9 the Board’s review and send it.  
10

11 Marty thanked the residents for their input and announced that the Board would  
12 continue with the published agenda.  
13

#### 14 **Consider a Request for a Seismic Ordinance**

15 Rick explained that he had received the request from Kevin McCleron, whose house  
16 is next to the Bow Tree I HDD site, and is concerned about vibration. The Board  
17 tabled action on the request and asked Rick to provide them with additional  
18 information on this matter.  
19

#### 20 **Consider Recommendation to Replace Backhoe**

21 Rick explained the current backhoe has been in service 15 years; it is fully  
22 depreciated and it is scheduled to be replaced.  
23

24 Carmen moved to purchase the Case backhoe from Eagle Power & Equipment in the  
25 amount of \$75,706 (List Price \$105,706 – Trade-in \$30,000 – Net \$75,706). The  
26 motion was seconded by Mike. The motion passed unanimously.  
27

#### 28 **Consider West Goshen Sewer Agreement**

29 Rick explained that Memorandum Agreement No. VIII addresses how East Goshen  
30 will fund its share of the improvements and upgrades to the West Goshen Sewer  
31 Treatment Plant and those parts of their sewer system that we utilize. The  
32 agreement was modeled after the agreement we entered into when West Goshen  
33 expanded the treatment plant from 4.5 MGD to 6 MGD in 1997. He noted that  
34 agreement was approved by the Authority on June 12.  
35

36 Carmen moved to authorize the Chairman to execute the agreement. The motion  
37 was seconded by Mike. The motion passed unanimously.  
38

#### 39 **Any Other Matter**

40 Rick stated that the e-waste event was held at the park on June 10<sup>th</sup> and that 28,864  
41 pounds of e-waste were collected.  
42

#### 43 **Approval of Minutes**

44 Carmen made a motion to approve minutes of May 23, 2017, as corrected. Mike  
45 seconded the motion. The motion passed unanimously.  
46

1 Carmen made a motion to approve minutes of May 24, 2017, as corrected. Janet  
2 seconded the motion. The motion passed unanimously.

3  
4 Carmen made a motion to approve minutes of May 23, 2017, as corrected. Janet  
5 seconded the motion. The motion passed unanimously.

6  
7 **Treasurer's Report**

8 See attached Treasurer's Report for June 15, 2017. The Board reviewed the  
9 Treasurer's Report and current invoices. Carmen moved to graciously accept the  
10 Treasurer's Report and the Expenditure Register Report as recommended by the  
11 Treasurer, to accept the receipts, and to authorize payment of the invoices just  
12 reviewed. Janet seconded the motion. The motion passed unanimously.

13  
14 **Liaison Reports**

15 None

16  
17 **Correspondence**

- 18 • Notice of intent to submit an operating permit application for existing  
19 equipment at 1303 Goshen Parkway  
20  
21 • Notice of intent to submit application for a permit to remove sediment and  
22 install scour protection at the bridge on Ellis Lane  
23

24 **Adjournment**

25 There being no further business, Mike motioned to adjourn the meeting at 10:10  
26 pm. Chuck seconded the motion. The Board voted unanimously to adjourn.

27  
28 Respectfully submitted,

29  
30  
31 Louis F. Smith, Jr.  
32 Township Manager  
33

34  
35 Attachment: Treasurer's Report for June 15, 2017  
36  
37  
38  
39  
40  
41  
42  
43  
44

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
1580 PAOLI PIKE  
THURSDAY, JUNE 22, 2017  
DRAFT MINUTES**

**Paoli Pike Master Plan**

There was an open house from 6:00 pm to 7:00 pm in the lobby during which residents could view the plans for the Paoli Pike Master Plan and provide comments.

**Present:** Chairman Marty Shane; Vice Chairman Carmen Battavio; Supervisors Charles (Chuck) Proctor, Janet Emanuel, & Michael Lynch; Township Manager Rick Smith; and Conservancy Board member Erich Meyer.

**Call to Order & Pledge of Allegiance**

Marty called the meeting to order at 7:00 p.m. and asked Peter Simone to lead the assembly in the Pledge of Allegiance.

**Moment of Silence**

Carmen called for a moment of silence to honor the troops who defend our nation and the loss of life in London.

**Recording**

Leo Sinclair, 211 North Lochwood Lane, indicated he would be recording the meeting.

**Chairman's Report/Announcements**

1. Marty announced that on June 27<sup>th</sup>, the Board will meet at Fugett Middle School for a presentation on "Emergency Response to a Pipeline Incident."
2. Marty announced that the Chester County Planning Commission is soliciting public comment for the new Comprehensive Plan, Landscapes 3.

**Consider Resolution Honoring Mike Bronnele**

Marty announced that the Township had recently received an award from the Transportation Management Association of Chester County for the Paoli Pike Trail. He added that Mike Bronnele, who is a Township resident and serves on the Paoli Pike Trail Committee and the Paoli Pike Master Plan Committee, had submitted the application for the award. Marty then read the resolution honoring Mike Bronnele. Carmen made a motion to adopt the resolution. Janet seconded the motion. The motion passed unanimously.

**Consider Hershey Mill Dam Park Plan**

Marty introduced Peter Simone, the consultant who had worked with the Hershey Mill Dam Committee to develop the plan for the improvement at the Hershey Mill Dam. Peter outlined the process, which included three public information meetings and three online surveys. He noted the Dam Committee had recommended

1 approval of the Plan with some conditions, which have been incorporated in the  
2 plan being presented this evening. The proposed plan includes a series of waterfalls  
3 to allow for the transition in the stream elevation, a small pond, a parking area off of  
4 Hershey Mill Road, and an ADA-compliant path to the pond and fishing area. He also  
5 noted that the Committee had investigated the possibility of using the existing  
6 parking area on HOA property as an alternative to the parking area on Hershey Mill  
7 Road, but ruled it out due to wetland issues. The proposed plan calls for the  
8 installation of mulch or wood pallets in the lower section of the sewer line footpath.

9  
10 The estimated cost of the project was \$241,666. It is anticipated the Township will  
11 apply for grants in 2018. The project may be done in two phases. The project  
12 schedule, which is subject to obtaining the required permits from DEP, anticipates  
13 bidding the project in 2018 with construction in 2019.

14  
15 Marty introduced the Milltown Dam Committee members in attendance: Chairman  
16 Wayne Hall, Wendy Bartenstein, Nancy Aller, Ed Tomlinson, and Jim Edmunds.

17  
18 Marty noted that the Township was taking out a bond issue in July to cover the cost  
19 of these improvements, as well as several other projects.

20  
21 In response to a question from Mike, Peter explained that the flow rate over the  
22 waterfalls would not change; however, during a rain event, the water flowing over  
23 the falls would be dramatic.

24  
25 Marty asked how sediment will be handled, and Peter advised the pond may have a  
26 forebay, which would facilitate the removal of sediment. In addition, the project  
27 would satisfy the Township sediment reduction obligation under the state-  
28 mandated MS4 program.

29  
30 In response to some questions from Wendy, Peter noted that the falls will capture  
31 some sediment, they were able to increase the size of the pond by reducing the  
32 number of parking spaces, and there would be interpretive signage.

33  
34 Marty asked the Dam Committee members if they had any comments, and Wayne  
35 said the Committee participated to the fullest extent possible and that we have an  
36 "end product that is unique to the neighborhood."

37  
38 Janet made a motion to approve the Hershey Mill Dam Park Plan dated 6/22/17 as  
39 presented. Carmen seconded the motion. The motion passed unanimously.

40  
41 **Consider Proposal for the Design of Reservoir Enhancements – Hershey Mill**  
42 **Dam**

43 Rick explained that since the Board has approved the Hershey Mill Dam Park Plan,  
44 the next step would be for Gannett Fleming to design the improvements and  
45 incorporate them into the plans for breaching the dam. We have received a

1 proposal from Gannett Fleming in the amount of \$189,592 for this work and this  
2 includes work done by Peter Simone.

3  
4 Neil DeRiemer, 1034 Hershey Mill Road, presented the Board with a letter and some  
5 information about a new type of articulated concrete block, which he estimated  
6 would allow the dam to remain and save the Township money.

7  
8 Carmen made a motion to accept the proposal from Gannet Fleming. Janet seconded  
9 the motion. The motion passed unanimously.

### 10 **Paoli Pike Master Plan**

11 Marty introduced Natasha Manbech and Tom Comitta, the consultants who were  
12 working with the Paoli Pike Master Plan Committee to develop a plan for Paoli Pike.  
13 Natasha reviewed the project schedule; the purpose of tonight's meeting was to  
14 solicit public comment on what they have done so far and to update the Board on  
15 the project. She noted the Committee had made one change to the Vision Statement  
16 and they are now referring to the area of Paoli Pike between Boot Road and Route  
17 352 as "Goshenville".

18  
19  
20 They are working on connecting neighborhoods to the Paoli Pike Trail. The first  
21 connection would be a path along Boot Road from Paoli Pike to the intersection of  
22 Barker Drive/New Kent Drive and Boot Road. This would allow residents of Pin  
23 Oaks, Marydell, and New Kent Apartments to access the trail. The second would be  
24 a path along Reservoir Road from Paoli Pike to the intersection of Reservoir Road  
25 and Enterprise Drive. The third was the installation of "Shared Lane" markings on  
26 Reservoir Road from Paoli Pike to the intersection of Baldwin Drive/Cooper Circle  
27 and Reservoir Road. The Shared Lane markings would make motorists aware that  
28 bicycles are using Reservoir Road.

29  
30 Mike asked about traffic volumes and speeds on Reservoir Road. Natasha advised  
31 that was not included in their scope of work. Rick said the Township has the ability  
32 to collect that data and will do so.

33  
34 In response to a question from Chuck, Natasha confirmed the path along Boot Road  
35 would be located behind the trees.

36  
37 Carmen expressed a concern about traffic volumes and speed on Reservoir. Peter  
38 Simone commented that Reservoir Road is currently listed as a "Shared Bike Road"  
39 in the Chester County Bicycle and Pedestrian Circulation Plan.

40  
41 Greg Gaul, 1553 Ulster Circle, wanted to know about the spacing of the markings.  
42 Natasha advised the center of the markings would be four feet from the edge of the  
43 road.

44  
45 David Shuey, 1547 Mill Race Lane, noted that he rides a 20-mile loop and 95% of  
46 motorists are courteous to cyclists.

1 Leo Sinclair opined that Reservoir Road is too narrow for bicycles.  
2  
3 Ed Tomlinson, 1202 Foxglove Lane, noted the “Brits” do very well cycling on narrow  
4 roads.  
5  
6 Erin Gross of Tom Comitta Associates reviewed the Streetscape Toolbox that has  
7 been developed for this project. The Toolbox includes such things as street trees,  
8 street lights, vertical banners, barrier materials (fences & wall), and hardscape  
9 paving.  
10  
11 Natasha reviewed the Goshenville Streetscape Plan, noting they were considering a  
12 sidewalk along the north side of Paoli Pike, and gathering areas at the triangle and in  
13 front of the shopping center. It was anticipated that these improvements would  
14 encourage pedestrian circulation and slow vehicles down as they went through  
15 Goshenville.  
16  
17 Ed Tomlinson and Leo Sinclair expressed concern about the improvements resulting  
18 in increased traffic on Green Hill Road and Strasburg Road respectively. Rick said  
19 the Township would collect volume and speed data on those roads.  
20  
21 Greg Gaul expressed a concern about liability, noting that St. Joe’s had to install a  
22 bridge over City Line Avenue to accommodate pedestrians. Natasha noted that we  
23 do not have the density to generate those pedestrian volumes.  
24  
25 Tom Comitta reviewed the Future Land Use Toolbox, that includes temporary use  
26 (pop-up events), outdoor gathering spaces, curb cuts, shared parking, specialty  
27 retail shops, outdoor dining, building location, parking location, and vertical mixed  
28 use as well as commercial, institutional, and residential uses. He then summarized  
29 the three alternatives for Goshenville:  
30  
31     • Minor Changes – 8’-10’ wide trail, upgraded crosswalks, street trees.  
32     • Moderate Changes – the above plus a sidewalk on the north side, street lights,  
33     banners, fencing, hedges, and adaptive reuse of existing buildings.  
34     • Major Changes – the above plus new buildings closer to the trail and  
35     gathering places.  
36  
37 Tom then reviewed the existing land uses within the corridor, noting that there  
38 were opportunities for development and redevelopment.  
39  
40 Tom and Natasha then asked for comments from the Board on what was presented  
41 this evening.  
42  
43 Marty suggested that we concentrate on the trail, signage, and banners. Mike  
44 commented that we have a suburban culture, and it will take time to change it.



1 Carmen commented that once the trail has been installed that entrepreneurs will  
2 start up businesses to take advantage of the pedestrians that use the trail.

3

4 **Public Comment**

5 None

6

7 **Liaison Reports**

8 None

9

10 **Correspondence**

11 None

12

13 **Adjournment**

14 There being no further business, Janet motioned to adjourn the meeting at 9:30 pm.

15 Carmen seconded the motion. The Board voted unanimously to adjourn.

16

17 Respectfully submitted,

18

19

20 Louis F. Smith, Jr.

21 Township Manager

22

23

24

25

26

June 15, 2017

**TREASURER'S REPORT  
2017 RECEIPTS AND BILLS**

**GENERAL FUND**

Real Estate Tax	\$13,407.79
Earned Income Tax	\$51,400.00
Local Service Tax	(\$4,477.36)
Transfer Tax	\$0.00
General Fund Interest Earned	\$2,961.02
Total Other Revenue	\$157,899.05
Total Receipts:	<u>\$221,190.50</u>

Accounts Payable	\$368,954.19
Electronic Pmts:	
Credit Card	\$5,497.93
Postage	\$0.00
Debt Service	\$0.00
Payroll	\$163,426.87
Total Expenditures:	<u>\$537,878.99</u>

**STATE LIQUID FUELS FUND**

Receipts	\$0.00
Interest Earned	\$1.57
Total State Liquid Fuels:	<u>\$1.57</u>

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

Receipts	\$0.00
Interest Earned	\$1,027.78
Total Sinking Fund:	<u>\$1,027.78</u>

Accounts Payable	\$18,959.34
Credit Card	\$0.00
Total Expenditures:	<u>\$18,959.34</u>

**TRANSPORTATION FUND**

Receipts	\$0.00
Interest Earned	\$436.53
Total Sinking Fund:	<u>\$436.53</u>

Expenditures:	<u>\$386.25</u>
---------------	-----------------

**SEWER OPERATING FUND**

Receipts	\$37,150.04
Interest Earned	\$93.20
Total Sewer:	<u>\$37,243.24</u>

Accounts Payable	\$83,529.05
Debt Service	\$0.00
Credit Card	\$0.00
Total Expenditures:	<u>\$83,529.05</u>

**REFUSE FUND**

Receipts	\$11,937.54
Interest Earned	\$15.18
Total Refuse:	<u>\$11,952.72</u>

Expenditures:	<u>\$26,874.68</u>
---------------	--------------------

**SEWER SINKING FUND**

Receipts	\$0.00
Interest Earned	\$423.52
Total Sewer Sinking Fund:	<u>\$423.52</u>

Expenditures:	<u>\$0.00</u>
---------------	---------------

**OPERATING RESERVE FUND**

Receipts	\$0.00
Interest Earned	\$451.35
Total Operating Reserve Fund:	<u>\$451.35</u>

Expenditures:	<u>\$0.00</u>
---------------	---------------

**Events Fund**

Receipts	\$0.00
Interest Earned	\$1.34
Total Events Fund:	<u>\$1.34</u>

Expenditures:	<u>\$0.00</u>
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**EAST GOSHEN TOWNSHIP  
MEMORANDUM**

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**TO:** BOARD OF SUPERVISORS  
**FROM:** BRIAN MCCOOL  
**SUBJECT:** PROPOSED PAYMENTS OF BILLS  
**DATE:** 07-05-2017

---

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

Please note that the attached report contains three weeks of receipts and expenses.

General Fund expenses include expenses of \$241,633 for the July contribution to WEGO, \$37,178 for health insurance, and 9,070 for the 2<sup>nd</sup> and final installment for the 2016 audit.

General Fund revenues include reimbursements for 2<sup>nd</sup> quarter expenses from the Sewer Fund in the amount of \$49,244, the Refuse Fund in the amount of \$14,496 and the Municipal Authority in the amount of \$7,724. LST revenue shows as a negative \$4,477.36 due to the line item being over-reported on the previous report.

Sinking Fund expenses include \$13,778 for engineering services for the Paoli Pike trail.

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

Report Date 06/26/17

Expenditures Register  
GL-1706-58731

PAGE 1

MARP05 run by BARBARA 9 : 59 AM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01		GENERAL FUND								
67		APPLEBROOK GOLF CLUB								
51688	1	01452	3505	GOLF DAY - APPLEBROOK	062617	06/26/17		06/26/17		5,720.00
				6/27/17 OUTING 44 GOLFERS W/CADDIES						
51688	2	01452	3505	GOLF DAY - APPLEBROOK	062617	06/26/17		06/26/17		1,900.00
				6/27/17 OUTING 19 GOLFERS NO CADDY						
										7,620.00
										7,620.00
										0 Printed, totaling 7,620.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	7,620.00	GENERAL FUND
		7,620.00	

PERIOD SUMMARY

Period	Amount
1706	7,620.00
	7,620.00

Report Date 06/28/17

Expenditures Register  
GL-1706-58793

PAGE 1

MARP05 run by BARBARA

10 : 31 AM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
2226	51691	1	01401	3400	21ST CENT.MEDIA NEWS #884433 ADVERTISING - PRINTING NOTICE - LEGAL NOTICE HEREBY GIVEN	1355122	06/27/17	06/27/17		299.86
										299.86
1903	51694	1	01401	3300	ALTHOUSE, GARY AUTO ALLOWANCE COURSE IN LANDSDALE 56.71 MILES MILES	061317	06/27/17	06/27/17		56.71
	51694	2	01401	3000	GENERAL EXPENSE COURSE IN LANDSDALE TOLLS	061317	06/27/17	06/27/17		4.62
										61.33
119	51695	1	01401	3210	BEE.NET INTERNET SERVICES COMMUNICATION EXPENSE BEE MAIL ACCTS. - JULY 2017	201707006	06/27/17	06/27/17		315.00
										315.00
2695	51698	1	01454	3740	BRICKHOUSE ENVIRONMENTAL EQUIPMENT MAINT. & REPAIR PROF.SERVICE -EG PARK WATER QUALITY SAMPLING	9490	06/27/17	06/27/17		315.00
										315.00
197	51699	1	01404	3140	BUCKLEY BRION MCGUIRE & MORRIS LEGAL - ADMIN LEGAL SERV. MAY 2017 - CROWN CASTLE	12967	06/27/17	06/27/17		741.00
	51700	1	01413	3140	LEGAL - TWP CODE LEGAL SERV. MAY 2017 - FEMA FLOOD PLAIN	12960	06/27/17	06/27/17		1,710.00
	51701	1	01404	3140	LEGAL - ADMIN LEGAL SERV. 4/26-5/26/17 APPLBRK PRESERV/HIBBERD	13099	06/27/17	06/27/17		4,199.00
	51702	1	01404	3140	LEGAL - ADMIN LEGAL SERV. 5/2/17 - 5/31/17	12929	06/27/17	06/27/17		1,079.70
	51702	2	01413	3140	LEGAL - TWP CODE LEGAL SERV. 5/2/17 - 5/31/17	12929	06/27/17	06/27/17		162.00
	51702	3	01414	3110	LEGAL - CODES LEGAL SERV. 5/2/17 - 5/31/17	12929	06/27/17	06/27/17		19.00
	51702	4	01414	3140	LEGAL - PLANNING COMMISSION LEGAL SERVICE 5/2/17 - 5/31/17	12929	06/27/17	06/27/17		332.50
	51702	5	01414	3141	LEGAL - ZONING HEARING BOARD LEGAL SERVICE 5/2/17 - 5/31/17	12929	06/27/17	06/27/17		376.20
										8,619.40

PAGE 2

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
3488				CINTAS CORPORATION #287						
	51706	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	287753305	06/27/17		06/27/17		78.49
				WEEK END 6/14/17 CLEAN MATS						
	51706	2	01487 1910	UNIFORMS	287753305	06/27/17		06/27/17		361.39
				WEEK END 6/14/17 CLEAN UNIFORMS						
										439.88
2491				COMCAST 8499-10-109-0107472						
	51708	1	01401 3210	COMMUNICATION EXPENSE	061017	06/27/17		06/27/17		10.51
				0107472 6/17-7/16/17 PW TV						
										10.51
3250				COMCAST 8499-10-109-0107704						
	51707	1	01401 3210	COMMUNICATION EXPENSE	061517	06/27/17		06/27/17		105.75
				0107704 6/23-7/22/17 P&BOOT LED						
										105.75
3563				COMMONWEALTH CLASSIC THEATRE CO						
	51709	1	01452 5150	AMPHITHEATER CONCERTS	061117	06/27/17		06/27/17		1,200.00
				ROMEO & JULIET - JULY 13, 2017						
										1,200.00
317				CONTRACTOR'S CHOICE						
	51710	1	01437 2460	GENERAL EXPENSE - SHOP	00212845	06/27/17		06/27/17		42.50
				SHOP SUPPLIES & REPAIR CUTTER						
										42.50
1990				CRYSTAL SPRINGS						
	51711	1	01401 2100	MATERIALS & SUPPLIES	3154612 060917	06/27/17		06/27/17		152.88
				SWEETENERS & COFFEE						
										152.88
3870				DICKSON, DIANA						
	51712	1	01367 3701	LADIES & YOUTH TENNIS	820709	06/27/17		06/27/17		210.00
				REFUND - UNABLE TO ATTEND TENNIS						
				CAMP						
										210.00

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
3252	51721	1	01430	2330 HUNTER KEYSTONE PETERBILT L.P. VEHICLE MAINT AND REPAIR V RIBBED BELTS	X201007437:01	06/27/17		06/27/17		113.62
										113.62
700	51722	1	01454	2600 JAYPRO SPORTS EQUIPMENT MINOR EQUIPMENT PRO TENNIS NETS & VOLLEY BALL NET STEEL CABLES	1163263	06/27/17		06/27/17		1,045.97
										1,045.97
3182	51724	1	01437	2460 LEONARD INC., A.M. GENERAL EXPENSE - SHOP SHEAR COMBO PRUNER/LOPPERS & LOPPERS	CI17109372	06/27/17		06/27/17		423.27
	51725	1	01437	2460 GENERAL EXPENSE - SHOP SOLO 4 GALLON SPRAYER	CI17106367	06/27/17		06/27/17		124.99
										548.26
787	51726	1	01409	3740 LOW-RISE ELEVATOR CO. INC TWP. BLDG. - MAINT & REPAIRS BASIC MAINTENANCE - JUNE 2017	71535	06/27/17		06/27/17		40.00
										40.00
1641	51730	1	01430	2330 NAPA AUTO PARTS VEHICLE MAINT AND REPAIR V-BELT	2-705193	06/28/17		06/28/17		16.47
	51731	1	01430	2330 VEHICLE MAINT AND REPAIR BRAKLEEN	2-704827	06/28/17		06/28/17		39.00
										55.47
3823	51732	1	01401	3840 NEOPOST USA INC. RENTAL OF EQUIP. -OFFICE POSTAGE MACHINE 4/20-7/19/17	N6602535	06/28/17		06/28/17		497.82
	51733	1	01401	3250 POSTAGE NEOPOST INK - POSTAGE MACHINE	15144116	06/28/17		06/28/17		218.36
										716.18
2759	51734	1	01430	2330 NEW HOLLAND GROUP VEHICLE MAINT AND REPAIR LAMP ASSEMBLIES	1221465	06/28/17		06/28/17		39.68
										39.68



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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
1554	OFFICE DEPOT									
	51735	1	01401 2100	MATERIALS & SUPPLIES	923404876001	06/28/17		06/28/17		831.95
				LETTERING TAPE, SCOTCH TAPE & TONER						
	51736	1	01401 2100	MATERIALS & SUPPLIES	934500611001	06/28/17		06/28/17		74.77
				HOLE PUNCH, POST-IT NOTES & TONER						
	51737	1	01401 2100	MATERIALS & SUPPLIES	934500666001	06/28/17		06/28/17		116.75
				HOLE PUNCH & GEL PENS						
	51738	1	01401 2100	MATERIALS & SUPPLIES	931931268001	06/28/17		06/28/17		-32.99
				CREDIT FOR RETURN - FILE RAILS						
	51739	1	01401 2100	MATERIALS & SUPPLIES	931974633001	06/28/17		06/28/17		-80.97
				CREDIT FOR RETURN - STEEL FRAME						
										909.51
2445	PROTECTION BUREAU, THE									
	51740	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	195511	06/28/17		06/28/17		300.00
				CENTRAL MONITORING 7/1/17-6/30/18						
	51740	2	01409 3740	TWP. BLDG. - MAINT & REPAIRS	195511	06/28/17		06/28/17		200.00
				BURGLAR ALARM SYSTEM 7/1/17-6/30/18						
										500.00
2674	PROVANTAGE CORPORATION									
	51741	1	01407 2130	COMPUTER EXPENSE	7935174	06/28/17		06/28/17		456.00
				ENDPOINT PROTECTIN 14 PER USER BAND						
				A (1-24) 12 MONTHS @ \$45.60						
										456.00
1876	RANSOME RENTAL COMPANY LP									
	51742	1	01430 2330	VEHICLE MAINT AND REPAIR	W0040006160	06/28/17		06/28/17		944.20
				REPAIR HYDRAULIC SYSTEM LEAKS						
	51743	1	01438 3845	EQUIP. RENTAL -RESURFAC.	K2225701	06/28/17		06/28/17		476.00
				SKID STEER LOADER & HAMMER RENTAL						
				6/6/17						
										1,420.20
1161	REILLY & SONS INC									
	51744	1	01430 2320	VEHICLE OPERATION - FUEL	124163	06/28/17		06/28/17		508.12
				301.2 GALS. GASOLINE						
	51745	1	01430 2320	VEHICLE OPERATION - FUEL	124162	06/28/17		06/28/17		635.12
				397.2 GALS. DIESEL						
										1,143.24

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05	SEWER OPERATING									
2918	ALS ENVIRONMENTAL									
51692	1	05422	4500	R.C. STP-CONTRACTED SERV. LAB TESTING RCSTP - 6/6-6/9/17	40-2169151	06/27/17		06/27/17		138.00
51693	1	05422	4500	R.C. STP-CONTRACTED SERV. LAB TESTING RCSTP - 5/23-5/30/17	40-2167779	06/27/17		06/27/17		285.00
										423.00
151	BLOENSKI DISPOSAL CO, CHARLES									
51696	1	05422	4502	R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS WITH LINER 6/12	15077	06/27/17		06/27/17		181.00
51696	2	05422	4502	R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS WITH LINER 6/19	15078	06/27/17		06/27/17		181.00
										362.00
2695	BRICKHOUSE ENVIRONMENTAL									
51697	1	05422	3701	R.C. COLLEC.-MAINT.& REPR PROF.SERV. MAY 2017 APLBRK CC/NPDES	9478	06/27/17		06/27/17		1,733.23
										1,733.23
241	C.C. SOLID WASTE AUTHORITY									
51703	2	05422	4502	R.C. SLUDGE-LAND CHESTER WEEK 6/16/17 - 6/22/17	47601	06/27/17		06/27/17		504.51
51705	2	05422	4502	R.C. SLUDGE-LAND CHESTER WEEK 6/08/17 - 6/15/17	47526	06/27/17		06/27/17		647.22
										1,151.73
3720	FRANC ENVIRONMENTAL INC.									
51714	1	05420	3702	C.C. COLLEC.-MAINT.& REPR. CLEAN SEWAGE PUMP STATIONS	I-110441	06/27/17		06/27/17		685.00
51714	2	05422	3701	R.C. COLLEC.-MAINT.& REPR CLEAN SEWAGE PUMP STATIONS	I-110441	06/27/17		06/27/17		685.00
51714	3	05422	3700	R.C. STP-MAINT.& REPAIRS CLEAN SEWAGE PUMP STATIONS	I-110441	06/27/17		06/27/17		685.00
										2,055.00
739	KNOX EQUIPMENT RENTALS INC.									
51723	1	05420	3702	C.C. COLLEC.-MAINT.& REPR. SOD CUTTER RENTAL	17861.1.2	06/27/17		06/27/17		82.50
										82.50

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
06				REFUSE						
241				C.C. SOLID WASTE AUTHORITY						
51703	1	06427	4502	LANDFILL FEES WEEK 6/16/17 - 6/22/17	47601	06/27/17		06/27/17		6,696.60
51705	1	06427	4502	LANDFILL FEES WEEK 6/08/17 - 6/15/17	47526	06/27/17		06/27/17		5,682.08
										12,378.68
										79,663.32
										0 Printed, totaling 79,663.32

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	39,537.77	GENERAL FUND
03	03	2,931.84	SINKING FUND
05	05	24,815.03	SEWER OPERATING
06	06	12,378.68	REFUSE
		79,663.32	

PERIOD SUMMARY

Period	Amount
1706	79,663.32
	79,663.32

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05				SEWER OPERATING						
425				EAST GOSHEN TOWNSHIP - GENERAL						
	51762	1	05420 1400	C.C. METERS -WAGES	063017-S	06/30/17	06/30/17	06/30/17	2971	759.02
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	2	05420 2510	C.C. METERS -VEHICLE OPER.	063017-S	06/30/17	06/30/17	06/30/17	2971	621.79
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	3	05420 1402	C.C. COLLECTION - WAGES	063017-S	06/30/17	06/30/17	06/30/17	2971	8,894.81
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	4	05420 2512	C.C. COLLEC.-VEHICLE OPER.	063017-S	06/30/17	06/30/17	06/30/17	2971	3,675.77
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	5	05420 1401	C.C. INTERCEPTOR - WAGES	063017-S	06/30/17	06/30/17	06/30/17	2971	287.98
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	6	05420 2511	C.C. INTERCPT-VEHICLE OPER	063017-S	06/30/17	06/30/17	06/30/17	2971	244.56
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	7	05420 1405	ASHBRIDGE WAGES	063017-S	06/30/17	06/30/17	06/30/17	2971	2,423.86
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	8	05420 2515	ASHBRIDGE - VEHICLE OPER	063017-S	06/30/17	06/30/17	06/30/17	2971	1,124.01
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	9	05420 1406	MILL VALLEY - WAGES	063017-S	06/30/17	06/30/17	06/30/17	2971	2,225.59
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	10	05420 2516	MILL VALLEY - VEHICLE OPER	063017-S	06/30/17	06/30/17	06/30/17	2971	1,124.01
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	11	05422 1401	R.C. COLLEC.- WAGES	063017-S	06/30/17	06/30/17	06/30/17	2971	4,345.97
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	12	05422 2511	R.C. COLLEC-VEHICLE OPER.	063017-S	06/30/17	06/30/17	06/30/17	2971	4,343.49
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	13	05422 1400	R.C. STP- WAGES	063017-S	06/30/17	06/30/17	06/30/17	2971	1,083.64
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	14	05422 2510	R.C. STP-VEHICLE OPER.	063017-S	06/30/17	06/30/17	06/30/17	2971	239.80
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	15	05429 1401	PA ONE CALL - WAGES	063017-S	06/30/17	06/30/17	06/30/17	2971	1,865.24
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	16	05429 1400	ADMIN.- WAGES	063017-S	06/30/17	06/30/17	06/30/17	2971	16,314.83
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	17	05429 3500	ADMIN.- INSURANCE	063017-S	06/30/17	06/30/17	06/30/17	2971	-7,190.60
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	18	05429 3730	ADMIN.-BLDG.OVERHEAD	063017-S	06/30/17	06/30/17	06/30/17	2971	4,608.50
				2017 QTR.2 REIMBURSEMNT FROM SEWER						
	51762	19	05420 2512	C.C. COLLEC.-VEHICLE OPER.	063017-S	06/30/17	06/30/17	06/30/17	2971	6,224.44
				2017 QTR.1 ADJUSTMENT						
	51762	20	05420 2511	C.C. INTERCPT-VEHICLE OPER	063017-S	06/30/17	06/30/17	06/30/17	2971	-5,961.37
				2017 QTR.1 ADJUSTMENT						
	51762	21	05420 2514	C.C. COLLECT.-VEH OPER - I&I	063017-S	06/30/17	06/30/17	06/30/17	2971	-1,770.26
				2017 QTR.1 ADJUSTMENT						
	51762	22	05420 2515	ASHBRIDGE - VEHICLE OPER	063017-S	06/30/17	06/30/17	06/30/17	2971	928.96
				2017 QTR.1 ADJUSTMENT						
	51762	23	05420 2516	MILL VALLEY - VEHICLE OPER	063017-S	06/30/17	06/30/17	06/30/17	2971	952.87
				2017 QTR.1 ADJUSTMENT						
	51762	24	05422 2511	R.C. COLLEC-VEHICLE OPER.	063017-S	06/30/17	06/30/17	06/30/17	2971	3,269.07
				2017 QTR.1 ADJUSTMENT						

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
										50,635.98
425				EAST GOSHEN TOWNSHIP - GENERAL						
	51762	25	05422 2510	R.C. STP-VEHICLE OPER.	063017-S	06/30/17	06/30/17	06/30/17	2971	2,487.71
				2017 QTR.1 ADJUSTMENT						
	51762	26	05423 2512	LOCHWOOD COLLECT- VEH OPER.- I&I	063017-S	06/30/17	06/30/17	06/30/17	2971	-857.21
				2017 QTR.1 ADJUSTMENT						
	51762	27	05423 1401	LOCHWOOD COLLEC.-WAGES	063017-S	06/30/17	06/30/17	06/30/17	2971	-183.97
				2017 QTR.1 ADJUSTMENT						
	51762	28	05423 2511	LOCHWOOD COLL.-VEHIC.OPER	063017-S	06/30/17	06/30/17	06/30/17	2971	-2,838.60
				2017 QTR.1 ADJUSTMENT						
										-1,392.07
06				REFUSE						
425				EAST GOSHEN TOWNSHIP - GENERAL						
	51761	1	06427 1400	REFUSE - WAGES	063017-R	06/30/17	06/30/17	06/30/17	522	13,152.00
				2017 QTR.2 REIMBURSEMNT FROM REFUSE						
	51761	2	06427 3730	ADMIN.BLDG.OVERHEAD	063017-R	06/30/17	06/30/17	06/30/17	522	1,344.00
				2017 QTR.2 REIMBURSEMNT FROM REFUSE						
										14,496.00
07				MUNICIPAL AUTHORITY						
425				EAST GOSHEN TOWNSHIP - GENERAL						
	51760	1	07424 1400	ADMINISTRATIVE WAGES	063017-M	06/30/17	06/30/17	06/30/17	3059	7,724.00
				2017 QTR.2 REIMBURSEMENT FROM MA						
										7,724.00
										71,463.91
										3 Printed, totaling 71,463.91

## FUND SUMMARY

Fund	Bank Account	Amount	Description
05	05	49,243.91	SEWER OPERATING
06	06	14,496.00	REFUSE
07	07	7,724.00	MUNICIPAL AUTHORITY
		71,463.91	

## PERIOD SUMMARY

Period	Amount
1706	71,463.91
	71,463.91



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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
1471	WESTTOWN-EAST GOSHEN POLICE									
51763	1	01410	5300	POLICE GEN.EXPENSE	070117	07/03/17	07/01/17	07/03/17	13659 p	241,632.93
				JULY 2017 CONTRIBUTION						
										241,632.93
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Report Date 07/03/17

Expenditures Register  
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
04				ROAD IMPROVEMENTS						
3551				MCMAHON ASSOCIATES INC.						
	51764	1	04439 6040	TRAFFIC STUDY	153963	07/03/17	07/03/17	07/03/17	1008 p	386.25
				PROF.SERVICE 4/29-6/6/17 352 & KING						
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PAGE 1

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
01	GENERAL FUND									
2226				21ST CENT.MEDIA NEWS #884433						
	51765	1	01401 3400	ADVERTISING - PRINTING	1358650			07/03/17		78.85
				NOTICE - SPECIAL MTG. JUNE 22						
	51765	2	01401 3400	ADVERTISING - PRINTING	1358659			07/03/17		86.62
				NOTICE - SPECIAL MTG. JUNE 27						
	51765	3	01401 3400	ADVERTISING - PRINTING	1360440			07/03/17		89.21
				NOTICE - MTG. JUNE 22						
										254.68
6				ABC PAPER & CHEMICAL INC						
	51766	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	082004	07/03/17		07/03/17		703.50
				HAND SOAP, C-FOLD TOWELS, TOILET						
				TISSUE, ROLL TOWELS, TRASH LINERS						
				& CLEANER						
										703.50
3875				ACCARI, TANIA						
	51825	1	01367 3240	PARK FEES	061017	07/05/17		07/05/17		100.00
				REFUND - PAVILION RENTAL CANCELLED						
										100.00
1941				AG-INDUSTRIAL INC						
	51768	1	01430 2330	VEHICLE MAINT AND REPAIR	WN10963	07/03/17		07/03/17		1,098.10
				REPAIR CASE 245 - LABOR & PARTS						
										1,098.10
49				AMERICAN LIFTING PRODUCTS						
	51769	1	01437 2460	GENERAL EXPENSE - SHOP	01043560	07/03/17		07/03/17		111.20
				CARBON SWIVEL HOOK						
										111.20
2713				ANDERSON, HOWARD						
	51770	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	060117	07/03/17		07/03/17		750.00
				REPAIR STUCCO WALLS & WINDOW SILLS						
				-BLACKSMITH & PLANK HOUSE						
										750.00

Report Date' 07/05/17

## Expenditures Register

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Report Date 07/05/17

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
03	SINKING FUND									
176										
51779	1	03454	7400	BRITE STRIPE CAPITAL REPLACEMENT - PARK & REC STRIPING PICKLE COURTS	EG1702	07/03/17		07/03/17		500.00
										500.00
3551										
51803	1	03460	7403	MCAHON ASSOCIATES INC. PAOLI PK.TRAIL - SEGMT.C PROF.SERV. 4/29-6/2/17 PAOLI PK TRL SEGMENT C	153883	07/05/17		07/05/17		9,817.50
51804	1	03460	7406	PAOLI PK.TRAIL - SEGMT.F PROF.SERV. 4/29-6/2/17 PAOLI PK TRL SEGMENT F	153802	07/05/17		07/05/17		1,980.00
51804	2	03460	7407	PAOLI PK.TRAIL - SEGMT.G PROF.SERV. 4/29-6/2/17 PAOLI PK TRL SEGMENT G	153802	07/05/17		07/05/17		1,980.00
										13,777.50
1154										
51814	1	03454	7450	RECREATION RESOURCE INC CAPITAL PURCHASE - PARK & REC ENGINEERING DRAWINGS FOR PAVILION & SHADE STRUCTURE	Q17-094R5-A	07/05/17		07/05/17		1,750.00
										1,750.00

Report Date 07/05/17

Expenditures Register  
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MARP05 run by BARBARA

10 : 19 AM

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
05	SEWER OPERATING									
3140				ACE DISPOSAL CORP						
	51767	1	05420 3702	C.C. COLLEC.-MAINT.& REPR. PORTABLE TOILETS - 6/21 ASHBRIDGE	119949	07/03/17		07/03/17		2,250.00
										2,250.00
1658				AQUA PA						
	51774	1	05420 3602	C.C. COLLECTION -UTILITIES 000300141 0300141 5/18-6/20/17 GH	062217 GH	07/03/17		07/03/17		16.00
	51775	1	05420 3602	C.C. COLLECTION -UTILITIES 000363541 0357724 5/18-6/20/17 BK	062217 BK	07/03/17		07/03/17		16.00
										32.00
594				HAMMOND & MCCLOSKEY INC.						
	51797	2	05420 3701	C.C. INTERCEPT.-MAINT.&REP TEST BACKFLOW PREVENTER - BARKWAY	8278	07/03/17		07/03/17		110.00
	51797	3	05422 3701	R.C. COLLEC.-MAINT.& REPR TEST BACKFLOW PREVENTER - THORNCRFT	8278	07/03/17		07/03/17		110.00
										220.00
3873				IMPERIAL BAG & PAPER						
	51799	1	05422 3700	R.C. STP-MAINT.& REPAIRS PLASTIC BOTTLES, PINE-SOL, RAGS	3464096	07/03/17		07/03/17		281.72
										281.72
3043				MAIN POOL & CHEMICAL COMP. INC.						
	51802	1	05422 2441	R.C. COLLEC.-CHEMICALS 1780 GALS ALUMINUM SULFATE SOLUTION	1761618	07/05/17		07/05/17		2,082.60
	51802	2	05422 2441	R.C. COLLEC.-CHEMICALS 245 50LB BAGS SODIUM CARBONATE LITE	1761618	07/05/17		07/05/17		3,675.00
										5,757.60
1087				PIPE XPRESS INC.						
	51810	1	05420 3702	C.C. COLLEC.-MAINT.& REPR. 8X20' AND 6X20' PVC PIPE	86079	07/05/17		07/05/17		762.40
	51811	1	05420 3702	C.C. COLLEC.-MAINT.& REPR. PVC PIPE, FLANGES & ADAPTERS	86243	07/05/17		07/05/17		97.44
										859.84

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2342				POWERPRO EQUIPMENT						
	51812	1	05420 3702	C.C. COLLEC.-MAINT.& REPR.	2C102829	07/05/17		07/05/17		68.95
				FASTPLUG						
										68.95
										105,661.10
										0 Printed, totaling 105,661.10

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	80,163.49	GENERAL FUND
03	03	16,027.50	SINKING FUND
05	05	9,470.11	SEWER OPERATING
		105,661.10	

PERIOD SUMMARY

Period	Amount
1707	105,661.10
	105,661.10

PLGIT 1107.1010

DATE	DESCRIPTION	TOTAL	1401.3000	1407.2130	1437.2460	1437.2600	1452.3000	1452.3204	1452.3210	1487.4600
	RICK SMITH									
4/26/2017	Jumbo Pizza (Malvern Inst. Meeting)	109.84	109.84							
4/27/2017	WP Engine	29.00		29.00						
4/27/2017	APMM - Course Registration - Vinnie	125.00								125.00
4/27/2017	APMM - Course Registration - Gary	125.00								125.00
5/23/2017	TMACC - Meeting & Luncheon (4)	280.00	280.00							
		\$668.84								
	MARK MILLER									
4/28/2017	AT&T -IPAD S.Walker	30.00		30.00						
5/7/2017	Marchwood Hardware - Tool Bag	105.99			105.99					
5/9/2017	Toftrees Hotel - Playground School - Bill Minahan	289.71								289.71
5/10/2017	Gadsden & Culper - Flags	93.45						93.45		
5/12/2017	Toftrees Hotel - Playground School - Bill Minahan	-6.69								-6.69
5/25/2017	Southeastern Equipment - Floor scrubber	3,790.00				3,790.00				
		\$4,302.46								
	JASON LANG									
4/30/2017	Facebook - Farmer's Market	16.59							16.59	
5/9/2017	United State Flag - Flags for Bicentennial	81.25						81.25		
5/10/2017	Smoke & Fire Company - Braces for Historical Reenact.	44.00						44.00		
5/11/2017	Historical Emporium - Costumes - Historical Reenact.	224.80						224.80		
5/15/2017	Facebook - Farmer's Market & Bicentennial	50.01						18.60	31.41	
5/23/2017	Panera Bread Philly Table Event	109.98					109.98			
		\$526.63								
	GRAND TOTAL	5,497.93	389.84	59.00	105.99	3,790.00	109.98	462.10	48.00	533.02

5,497.93

J/E's made

Add to Master Cred.Card List

June 15, 2017

**TREASURER'S REPORT  
2017 RECEIPTS AND BILLS**

**GENERAL FUND**

Real Estate Tax	\$45,472.93
Earned Income Tax	\$316,549.63
Local Service Tax	\$24,891.37
Transfer Tax	\$65,011.62
General Fund Interest Earned	\$5,644.15
Total Other Revenue	\$29,612.56
<b>Total Receipts:</b>	<b>\$487,182.26</b>

Accounts Payable	\$196,212.79
Electronic Pmts:	
Credit Card	\$0.00
Postage	\$1,000.00
Debt Service	\$11,287.49
Payroll	\$118,178.85
<b>Total Expenditures:</b>	<b>\$326,679.13</b>

**STATE LIQUID FUELS FUND**

Receipts	\$0.00
Interest Earned	\$1.42
<b>Total State Liquid Fuels:</b>	<b>\$1.42</b>

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

Receipts	\$0.00
Interest Earned	\$3,751.72
<b>Total Sinking Fund:</b>	<b>\$3,751.72</b>

Accounts Payable	\$19,289.19
Credit Card	\$0.00
<b>Total Expenditures:</b>	<b>\$19,289.19</b>

**TRANSPORTATION FUND**

Receipts	\$0.00
Interest Earned	\$461.35
<b>Total Sinking Fund:</b>	<b>\$461.35</b>

Expenditures:	<b>\$561.25</b>
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**SEWER OPERATING FUND**

Receipts	\$61,867.24
Interest Earned	\$82.49
<b>Total Sewer:</b>	<b>\$61,949.73</b>

Accounts Payable	\$36,060.99
Debt Service	\$363,275.50
Credit Card	\$0.00
<b>Total Expenditures:</b>	<b>\$399,336.49</b>

**REFUSE FUND**

Receipts	\$19,175.65
Interest Earned	\$17.46
<b>Total Refuse:</b>	<b>\$19,193.11</b>

Expenditures:	<b>\$71,247.10</b>
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**SEWER SINKING FUND**

Receipts	\$0.00
Interest Earned	\$424.60
<b>Total Sewer Sinking Fund:</b>	<b>\$424.60</b>

Expenditures:	<b>\$56,572.67</b>
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**OPERATING RESERVE FUND**

Receipts	\$0.00
Interest Earned	\$456.53
<b>Total Operating Reserve Fund:</b>	<b>\$456.53</b>

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

Receipts	\$0.00
Interest Earned	\$1.37
<b>Total Events Fund:</b>	<b>\$1.37</b>

Expenditures:	<b>\$0.00</b>
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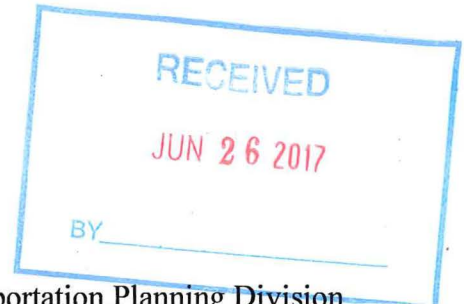
**MEMO**

**DATE:** June 23, 2017

**SUBJECT:** Traffic Counting on Municipally Owned Roads

**TO:** Jonathan Altshul  
East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

**FROM:** PennDOT Bureau of Planning and Research, Transportation Planning Division  
400 North Street  
Harrisburg, PA 17120



Starting in July 2017-November 2017, PennDOT will be contracting with Southern Traffic Services, a vendor on the Department of Transportation (PennDOT) Traffic Engineering Data Count Services Contract (ITQ 3514T02), to collect traffic data on municipally owned roads within your county and municipality. The data collected is reported annually to the Federal Highway Administration (FHWA). The data submitted to FHWA is used in a federal funding allocation formula, which in turn determines the amount of money the state receives from the Federal Government. The traffic counters are not being set for any road project or speed trap.

Since it is fiscally impossible to collect data on all 78,000 miles of municipally owned roads; a research project determined a sample size of 7,200 randomly selected count locations to be statistically significant. This equates to one site for every seven miles of urban classified road and one site for every ten miles of rural classified road. Each year of the count program will be determined based on budget. Not all municipalities will have counts set each and every year.

The data will be available on our Internet Traffic Monitoring System (iTMS) website <http://www.dot7.state.pa.us/itms/default.asp> and on the Bureau's website; [http://www.dot7.state.pa.us/BPR\\_PDF\\_FILES/MAPS/Traffic/LocalRoadProgram/LocalRoadProgram.htm](http://www.dot7.state.pa.us/BPR_PDF_FILES/MAPS/Traffic/LocalRoadProgram/LocalRoadProgram.htm) after the data has been collected and processed.

A list of the count locations to be set in your municipality between July 2017 and November 2017 is enclosed. If you have any questions or concerns about the traffic data collection, please contact the appropriate traffic analyst for your county (contacts can be found on the enclosed map) prior to July 7, 2017.

Please share this information within your municipality.

Thank you.

cc: Ms. Valerie Temino, PennDOT District 6-0 Municipal Representative

## EAST GOSHEN TOWNSHIP, CHESTER COUNTY

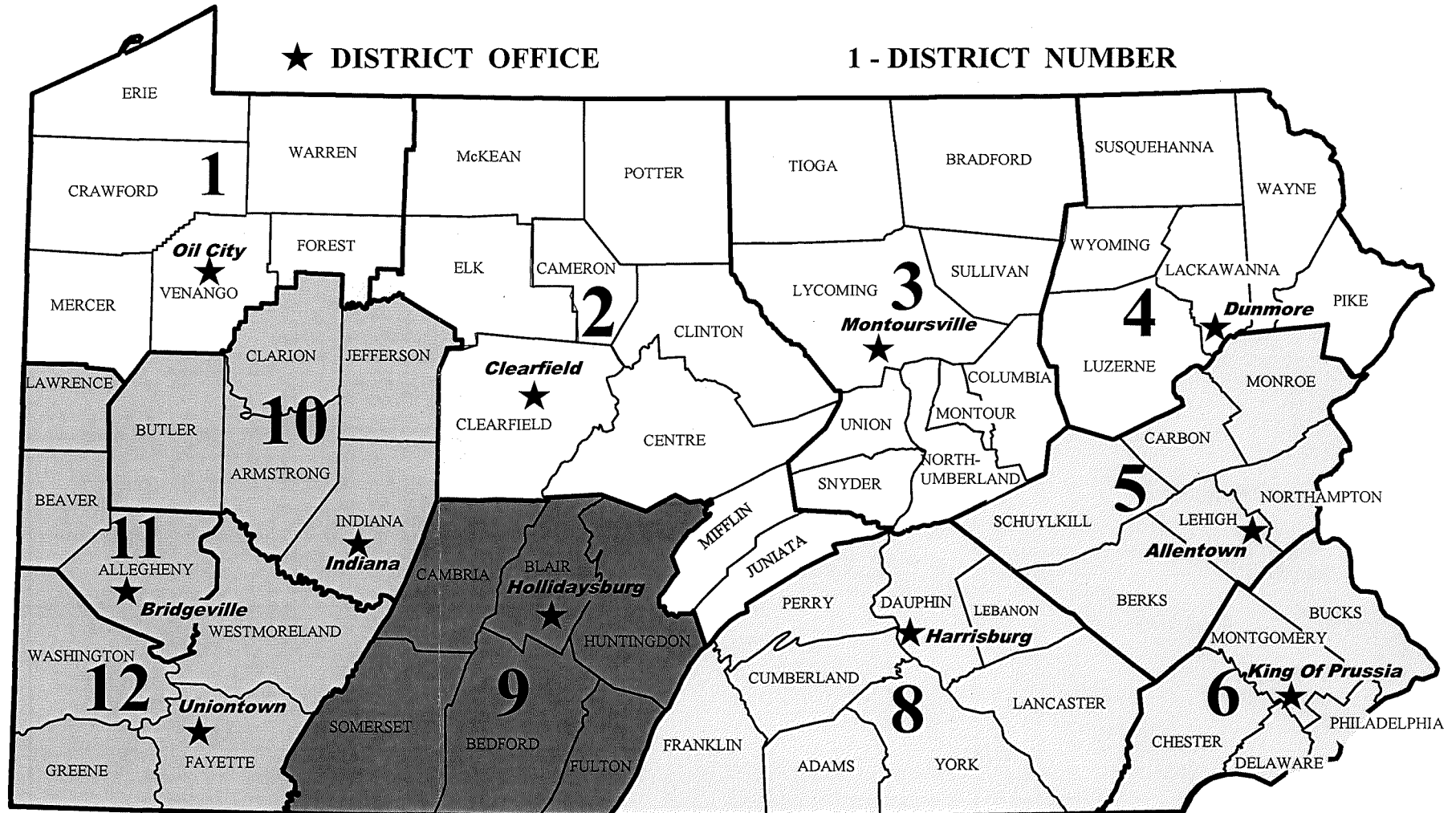
Municipality	Municipal Code	TMS Site Number	Route Number	Township Road Number	Street Name	Beginning Intersection	Ending Intersection
EAST GOSHEN	208	41460	Q058	483	MANLEY RD	HILL ST	SR 0003 SR
	208	41647	Q652	652	ALCOTT CR	SR 0352 SR	DICKENS DR
	208	41632	Q592	592	BANE WY	CUL-DE-SAC TC	BEAUMONT CR
	208	41596	Q518	518	LINDEN LN	RED MAPLE DR	SYCAMORE DR
	208	41427	Q025	516	GATESWOOD DR	ANNE DR	ALISON DR
	208	41426	Q024	495	MONTE VISTA RD	LINDA VISTA DR	SR 0352 SR
	208	41425	Q023	483	MANLEY RD	SR 0003 SR	SR 0352 SR



# TRAFFIC ANALYSTS ASSIGNMENT REGIONS

**Traffic Analysis Supervisor**  
**Greg Dunmire (717) 783-0632**  
[gdunmire@pa.gov](mailto:gdunmire@pa.gov)

**NORTHERN REGION**  
**David Alas (717) 317-5081**  
[dalas@pa.gov](mailto:dalas@pa.gov)



**SOUTHWESTERN REGION**  
**Brandon Leach (717) 705-0687**  
[branleach@pa.gov](mailto:branleach@pa.gov)

**SOUTHCENTRAL REGION**  
**Patrick McVeigh (717) 772-0567**  
[pmcveigh@pa.gov](mailto:pmcveigh@pa.gov)

**SOUTHEASTERN REGION**  
**Caitlyn Light (717) 214-2997**  
[calight@pa.gov](mailto:calight@pa.gov)

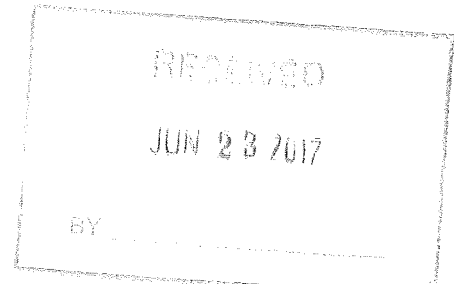


**FEMA**

JUN 20 2017

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

E. Martin Shane  
Chairperson, Board of Supervisors  
Township of East Goshen  
1580 Paoli Pike  
West Chester, Pennsylvania 19380



Dear Mr. Shane:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for the Township of East Goshen, Pennsylvania, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on September 29, 2017; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations Section 60.3(d).

As noted in FEMA's letter dated March 29, 2017, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Chester County. Therefore, the Township of East Goshen should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the Township of East Goshen will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Pennsylvania Department of Community and Economic Development. You may contact Marita J. Kelley, MPA, the Interim NFIP State Coordinator, by telephone at (717) 720-7301, in writing at the Commonwealth Keystone Building, 400 North Street, Fourth Floor, Harrisburg, Pennsylvania 17120-0225, or by electronic mail at [markelley@pa.gov](mailto:markelley@pa.gov).

The FEMA Regional staff in Philadelphia, Pennsylvania, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant floodplain management measures will provide protection for the Township of East Goshen and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (215) 931-5500 or in writing. Please send your written inquiries to the

E. Martin Shane

JUN 20 2017

Page 2

Director, Federal Insurance and Mitigation Division, FEMA Region III, at 615 Chestnut Street,  
One Independence Mall, Sixth Floor, Philadelphia, Pennsylvania 19106-4404.

The NFIP State Coordinating Office for your State has verified that Pennsylvania communities may include language in their floodplain management measures that automatically adopt the most recently available flood elevation data provided by FEMA. Your community's floodplain management measures may already be sufficient if the measures include suitable automatic adoption language and are otherwise in accordance with the minimum requirements of the NFIP. The NFIP State Coordinator can assist you further in clarifying questions you may have about automatic adoption.

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until September 29, 2017, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by September 29, 2017. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Sincerely,



Rachel Sears, Director  
Floodplain Management Division  
Mitigation Directorate | FEMA

cc: MaryAnn Tierney, Regional Administrator, FEMA Region III  
Marita J. Kelley, MPA, Interim NFIP State Coordinator, Deputy Director, Center for Local  
Government Services, Pennsylvania Department of Community and Economic Development  
Mark Gordon, Director of Code Enforcement, Township of East Goshen

Catherine D. Voorhees  
656 Heatherton Lane  
West Chester, PA. 19380  
July 2, 2017

East Goshen Township Board of Supervisors  
1580 Paoli Pike  
West Chester, PA. 19380  
Re: Sunoco Pipeline

Dear Supervisors,

Today I read in The Daily Local News that Middletown Twp and Uwchlan Townships are joining together in a coalition to try to promote safety for the thousands upon thousands of residents whose lives are put at risk by this pipeline. When the easements were originally granted for this area seventy or eighty years ago, this was a sparsely populated area. Now it's a densely populated residential area. It's unconscionable that Sunoco is putting a potentially dangerous pipeline through this area—running it 100 feet from schools and nursing homes and so close to Hershey's Mill which has many elderly residents.

I have now attended four meetings about the pipeline, two township meetings, including the one supposedly on safety at Fugett, and two at Hershey's Mill. I still don't know what to do to protect myself and my husband and my children who live in Hershey's Mill Estates. My grandchildren attend East Goshen Elementary and Fugett Middle School. They are also in harm's way.

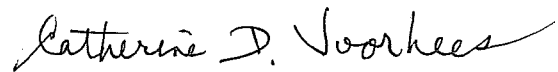
My husband has Pulmonary Fibrosis and can't walk any distance without an oxygen concentrator. Is he supposed to be able to walk out of Hershey's Mill to an area of safety? I have no idea where we would go or how he would get there. After the meeting on the 27<sup>th</sup>, I left with the question "How are you going to evacuate hundreds of people if you can't bring cars, or buses into the area due to the possibility of igniting more explosions or leaks?"

I am asking you to join with the other area townships in a coalition. The only way we can fight this greedy company is to unite into a large group. I also need to know how to evacuate my disabled husband in case of emergency.

I have signed up for Constant Contact and Ready Chesco but I still don't have the answers I need.

Thank you for your attention to this matter,

Sincerely,

A handwritten signature in cursive script that reads "Catherine D. Voorhees". The signature is written in dark ink and is positioned above the printed name.

Catherine D. Voorhees, R.N., M.S.N.