

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

Tuesday, March 16, 2021

7:00 PM

Dial In Number: (929) 205 6099

Access Code: 880 7329 8513 # #

**During this tele-conference BOS meeting, public comment will be handled as follows:**

- **The public will be muted during the meeting when the Board is talking.**
  - **For each agenda item that requires a Board vote, the public will be given an opportunity to comment and ask questions.**
  - **Participants wishing to comment must state their name and must speak one at a time.**
  - **Comments or questions can also be submitted via email to [info@eastgoshen.org](mailto:info@eastgoshen.org) or by pushing \*9 if you are on the phone.**
  - **Participants should turn down the volume if they are livestreaming the meeting on YouTube.**
1. Call to Order (7:00 PM)
  2. Pledge of Allegiance
  3. Moment of Silence
  4. Announce that the meeting is being streamed live on YouTube
  5. Chairman's Report (7:05 PM to 7:10 PM)
    - a. The Board met in executive session on March 9 to discuss a personnel matter and prior to tonight's meeting to discuss a personnel matter and a legal matter.
  6. Public Hearings (7:10 PM to 7:25 PM)
    - a. Consider ordinance authorizing execution of a cable franchise renewal agreement between the Township and Verizon Pennsylvania LLC.
    - b. Consider ordinance amending the East Goshen Township Code, Chapter 188 titled "Sewers" Section 188-4 to amend the time frame for amending the rates.
  7. Emergency Services Reports (7:25 PM to 7:30 PM)
    - a. WEGO – Chief Brenda Bernot
    - b. Goshen Fire Co – February 2021
    - c. Malvern Fire Co – February 2021
    - d. Good Fellowship – February 2021
    - e. Fire Marshal – Carmen Battavio
  8. Financial Report – February Report (7:30 PM to 7:35 PM)
  9. Approval of Minutes and Treasurer's Report (7:35 PM to 7:40 PM)
    - a. Minutes – March 2, 2021
    - b. Treasurers Report – March 11, 2021
  10. Old Business
    - a. Consider authorizing sale of the wheel loader via Municibid. (7:40 PM to 7:45 PM)
  11. New Business
    - a. Consider purchase of wheel loader (7:45 PM to & 7:50 PM)
    - b. Consider awarding bid for tree pruning and tree removal (7:50 PM to 7:55 PM)
    - c. Consider Pipeline Awareness Study Ordinance (7:55 PM to 8:15 PM)
    - d. Consider bid for Paoli Pike Trail-Segment A. (8:15 PM to 8:30 PM)

12. Any Other Matter
13. Public Comment (8:30 PM to 9:00 PM)
14. Liaison Reports - none
15. Correspondence, Reports of Interest (9:00 PM to 9:05 PM)
  - a. [February 20, 2021 – Margo Lane Stream Crossing Permit Application by Aqua](#)
16. Adjournment (9:05 PM)

**Meetings & Dates of Importance**

Mar 22, 2021	Sustainability Advisory Committee	07:00 pm
Mar 25, 2021	Futurist Committee	07:00 pm
Mar 31, 2021	SAC Webinar	07:00 pm
Apr 01, 2021	Park & Rec Commission	07:00 pm
Apr 02, 2021	Good Friday – Office Closed	-----
Apr 05, 2021	Business Park Task Force	07:00 pm
Apr 06, 2021	Board of Supervisors	07:00 pm
Apr 07, 2021	Planning Commission	07:00 pm
Apr 08, 2021	Pipeline Task Force Meeting	06:30 pm
Apr 08, 2021	Historical Commission	07:00 pm
Apr 12, 2021	Municipal Authority	07:00 pm
Apr 14, 2021	Conservancy Board	07:00 pm
Apr 15, 2021	Futurist Committee	07:00 pm
Apr 17, 2021	Keep East Goshen Beautiful Day	08:00 am
Apr 20, 2021	Board of Supervisors	07:00 pm
Apr 26, 2021	Sustainability Advisory Committee	07:00 pm

Newsletter Deadline for Summer 2021: May 24.

The Chairperson, in his or her sole discretion, shall have the authority to rearrange the agenda accommodate the needs of other board members, the public or an applicant.

**Public Comment** – Pursuant to Section 710.1 of the Sunshine Act the Township is required to include an opportunity for public comment which is intended to allow residents and/or taxpayers to comment on matters of concern, official action or deliberation which are or may be before the Board of Supervisors. Matters of concern which merit additional research will be placed on the agenda for the next meeting. The Board of Supervisors will allocate a maximum of 30 minutes for public comment at each meeting.

**Constant Contact** - Want more information about the latest news in the Township and surrounding area? East Goshen Township and Chester County offer two valuable resources to stay informed about important local issues. East Goshen communicates information by email about all Township news through Constant Contact. To sign up, go to [www.eastgoshen.org](http://www.eastgoshen.org), and click the “E-notification & Emergency Alert” button on the left side of the homepage.

**ReadyChesco** - Chester County offers an emergency notification system called ReadyChesco, which notifies residents about public safety emergencies in the area via text, email and cell phone call. Signing up is a great way to keep you and your loved ones safe when disaster strikes. Visit [www.readychesco.org](http://www.readychesco.org) to sign up today!

**Smart 911** – Smart 911 is a new service in Chester County that allows you to create a Safety Profile at [www.smart911.com](http://www.smart911.com) that includes details you want the 9-1-1 center and public safety response teams to know about your household in an emergency. When you dial 9-1-1, from a phone associated with your Safety Profile that information automatically displays to the 9-1-1 call taker allowing them to send responders based on up-to-date location and emergency information. With your Safety Profile, responders can arrive aware of many details they would not otherwise know. Fire crews can arrive knowing exactly how many people live in your home and where the bedrooms are located. EMS personnel can know family members' allergies or specific medical conditions. And police can access a photo of a missing family member in seconds rather than minutes or hours, helping the search start faster.

### **Westtown East Goshen Regional Police Department**

Do you want to get the latest news about what is happening with the Westtown-East Goshen (WEGO) Police Department? WEGO has an online tool called CRIME WATCH that gives the public direct access to crime and public safety related information happening in our community. Local residents are encouraged to visit the website and connect with the police department social media sites.

To sign up for CRIME WATCH, <https://chester.crimewatchpa.com/wegopd/53548/content/links>.

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**NOTICE IS GIVEN** that the Board of Supervisors of East Goshen Township will conduct a public hearing on **March 16, 2021** as part of the regularly scheduled public meeting which begins at 7:00 p.m., prevailing time to consider and possibly adopt the following Ordinances with the following titles and summary:

**AN ORDINANCE OF THE TOWNSHIP OF EAST GOSHEN, CHESTER COUNTY, PENNSYLVANIA AUTHORIZING EXECUTION OF A CABLE FRANCHISE RENEWAL AGREEMENT BETWEEN THE TOWNSHIP AND VERIZON PENNSYLVANIA LLC.**

If adopted, the Ordinance will authorize the Township to enter a Cable Franchise Renewal Agreement with Verizon Pennsylvania LLC for a five-year term commencing on the date when Verizon executes the same; grants a non-exclusive franchise to Verizon to operate its cable system in the Township within the Township rights of way; provides technical performance standards for Verizon; reserves on the basic service tier capacity for one educational channel and one governmental channel; requires Verizon to pay the Township a franchise fee of 5% of annual gross revenue as defined in the agreement as franchise fees; allows the Township to audit or conduct a franchise fee review of Verizon's books and records no more than once every three years during the term; establishes customer service requirements for Verizon; requires certain insurance and indemnification by Verizon; provides enforcement and termination provisions and liquidated damages for violations of the agreement.

**AN ORDINANCE AMENDING THE EAST GOSHEN TOWNSHIP CODE, CHAPTER 188 TITLED "SEWERS" SECTION 188-4 TITLED "VARIABLE RATES" TO AMEND THE TIME FRAME FOR AMENDING THE VARIABLE RATES.**

Due to the COVID-19 public health crisis, the hearing and public meeting will not be in-person and instead members of the public are invited to participate via tele-conference by dialing (929) 205-6099 or (301) 715 8592; Access Code: 880-7329-8513.

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 by calling the Township's administrative offices at (610) 692-7171 from 8:00 a.m. to 5:00 p.m., Monday through Friday. The Ordinances are also on file for public inspection at the offices of the *Daily Local News* by calling 215-648-1066 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.

Kristin S. Camp, Esquire  
East Goshen Township Solicitor

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

**ORDINANCE OF THE TOWNSHIP OF EAST GOSHEN  
AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT  
BETWEEN THE TOWNSHIP AND  
VERIZON PENNSYLVANIA LLC**

**WHEREAS**, the Franchisee is a “cable operator” and the Township is a “local franchising authority” in accordance with Title VI of the Communications Act (see 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

**WHEREAS**, the Township granted to the Franchisee, effective as of November 14, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township for a term of ten (10) years with an automatic renewal term of five (5) years (the “Initial Franchise”);

**WHEREAS**, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

**WHEREAS**, the Franchisee has requested that the Township renew the Franchisee’s Franchise to provide Cable Service to residents of the Township;

**WHEREAS**, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

**WHEREAS**, the Township has examined the past performance of the Franchisee and has identified the Township’s future cable-related needs and interests;

**WHEREAS**, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Township; and

**WHEREAS**, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

**NOW THEREFORE, BE IT ORDAINED** that the Township Board of Supervisors does hereby approve the cable franchise agreement negotiated with the Franchisee, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

**ENACTED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

TOWNSHIP OF EAST GOSHEN

\_\_\_\_\_

\_\_\_\_\_  
Chairman, Township Board of Supervisors

**CABLE FRANCHISE RENEWAL AGREEMENT**  
**BETWEEN**  
**TOWNSHIP OF EAST GOSHEN**  
**AND**  
**VERIZON PENNSYLVANIA LLC**

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into on this \_\_\_\_\_, 2021 (the “Effective Date” as set forth in Section 2.3) by and between the TOWNSHIP OF EAST GOSHEN, Chester County, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the “Township”), and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the Commonwealth of Pennsylvania (the “Franchisee”).

WHEREAS, the Franchisee is a “cable operator” and the Township is a “local franchising authority” in accordance with Title VI of the Communications Act (*see* 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township granted to the Franchisee, effective as of November 14, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township for a term of ten (10) years with an automatic renewal term of five (5) years (the “Initial Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee’s Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee and has identified the Township’s future cable-related needs and interests;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW, THEREFORE, in consideration of the Township’s grant of a renewal franchise to the Franchisee, the Franchisee’s promise to continue to provide Cable Service to residents of the Service Area pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and

other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel that Franchisee shall make available to the Township without charge for educational or governmental use for the transmission of video programming as directed by Township.

1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 *Basic Service*: Any service tier that includes the retransmission of local television broadcast signals as well as the EG Channel(s) required by this Franchise.

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

1.5 *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as may be amended, which currently states “a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of [Title II of this Act], except that such facility shall be considered a cable system (other than for purposes of section 621(c) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility system.” The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Township and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.6 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as may be amended, which currently states “a portion

of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).”

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

1.8 *Complaint*: Any written communication, including electronic mail, by a Subscriber expressing dissatisfaction with any aspect of Franchisee’s Cable System or cable operations.

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

1.10 *Customer Service Standards*: The standards for customer service as set forth in Exhibit B.

1.11 *Educational Access Channel*: An Access Channel available for the use of the local schools in the Township.

1.12 *EG*: Educational or Governmental.

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

1.14 *Fiber to the Premise Telecommunications Network (“FTTP Network”)*: The Franchisee’s network that transmits Non-Cable Services pursuant to the authority granted under the laws of the Commonwealth of Pennsylvania and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act, and provides Cable Services from the operation of a Cable System.

1.15 *Force Majeure*: An event or events reasonably beyond the ability of the Franchisee to anticipate and control. This includes, but is not limited to the following: severe or unusual weather conditions, labor strikes, slowdowns, stoppages, and lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, including terrorist attacks, orders of the government of the United States or the Commonwealth of Pennsylvania, actions or inactions of any government instrumentality or public utility other than Franchisee (including condemnation to the extent not foreseeable), accidents for which the Franchisee is not responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which the Franchisee’s FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials and/or qualified labor was reasonably beyond the ability of the Franchisee to foresee or control.

1.16 *Franchisee*: Verizon Pennsylvania LLC, and its lawful and permitted successors, assigns, and transferees.

1.17 *Government Access Channel*: An Access Channel available for the use of the Township for governmental purposes.

1.18 *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, which is derived by the Franchisee or its Affiliates, from the operation of the Cable System to provide Cable Service in the Township, including, but not limited to:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium Cable Services;
- (4) fees for video-on-demand and pay-per-view;
- (5) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (6) revenue from the provision of any other Cable Services;
- (7) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video programming;
- (8) fees for changing any level of Cable Service programming;
- (9) fees for service calls;
- (10) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);
- (11) fees for leasing of Channels;
- (12) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;
- (13) advertising revenues (on a pro rata basis) as set forth herein;
- (14) revenue from the sale or rental of Subscriber lists;
- (15) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Section 1.18.5 below;
- (16) fees for music services that are Cable Services over the Cable System;
- (17) fees for DVR;
- (18) regional sports programming fees;
- (19) late payment fees;

- (20) NSF check charges;
- (21) Franchise Fees for the provision of Cable Services over the Cable System in the Township; and
- (22) foregone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value consistent with Section 1.18.8, below.

For the avoidance of doubt, advertising revenues shall include the amount of the Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.18(13) and (15) above, is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of the Franchisee's subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, the Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. The Franchisee has 100 Subscribers in the Township, 500 subscribers in Pennsylvania, and 1,000 subscribers nationwide. Gross Revenue as to the Township from Ad "A" is 10% of the Franchisee's revenue therefrom. Gross Revenue as to the Township from Ad "B" is 20% of the Franchisee's revenue.

Gross Revenue shall not include:

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

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

1.18.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.18.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, internet-derived electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that are classified as Non-Cable Services; and any other revenues classified as Non-Cable Services in accordance with applicable laws or regulations;

1.18.5 Any revenue of the Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber

fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

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

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

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

1.18.9 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.18.10 Program launch fees;

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

1.18.12 Any fees or charges collected from Subscribers or other third parties for any EG grant.

1.19 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as may be amended in the future, which states "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service."

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

1.21 *Non-Cable Services*: Any service that is not a Cable Service as defined herein, including, but not limited to, Information Services and Telecommunications Services.

1.22 *Normal Operating Conditions*: Those service conditions that are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-

view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.23 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

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

1.25 *Service Area*: All portions of the Township where Cable Service is being offered.

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

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

1.28 *Telecommunications Facilities*: Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.29 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as may be amended in the future, which states "the offering of telecommunications for a fee directly to the public, or such classes of users as to be effectively available directly to the public, regardless of the facilities used."

1.30 *Title II*: Title II of the Communications Act, Common Carriers, as amended, which governs the provision of Telecommunications Services.

1.31 *Title VI*: Title VI of the Communications Act, Cable Communications, as amended, which governs the provision of Cable Services by Franchisee.

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

1.33 *Transfer of the Franchise*:

1.33.1 Any transaction in which:

1.33.1.1 the right, title, control or other interest in the Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of the Franchisee is transferred; or

1.33.1.2 at least thirty percent (30%) of the equitable ownership of the Franchisee is transferred or assigned; or

1.33.1.3 the rights held by the Franchisee pursuant to this Agreement are transferred or assigned to another Person or group of Persons.

1.33.2 However, notwithstanding subsections 1.33.1.1, 1.33.1.2, and 1.33.1.3, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

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

1.35 *Video Service Provider or VSP*: Any entity using wired facilities occupying a substantial portion of the Public Rights-of-Way as the primary means of delivery to provide Video Programming services to multiple subscribers within the territorial boundaries of the Township, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, Video Programming services or internet-protocol based services within the territorial boundaries of the Township.

## 2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and applicable laws and regulations, the Township hereby grants to the Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the Township. No privilege or power of eminent domain is bestowed or waived by this grant. Furthermore, consistent with Section 2.2 below, the Township's grant of authority to provide Cable Services pursuant to this Franchise does not include the authority to provide any Non-Cable Services.

2.2 *Township's Regulatory Authority*: The parties recognize that the Franchisee's FTTP Network has been constructed and is operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Township over the Franchisee's Telecommunications Facilities is governed by federal and state law, and the Township will not assert jurisdiction over the Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621 of the Communications Act, 47 U.S.C. § 541, the Township's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon's existing



Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority the Township may have under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on \_\_\_\_\_, 2021 (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date until \_\_\_\_\_ unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 of this Agreement or revoked by the Township pursuant to Section 12.4 of this Agreement.

2.4 *Termination Generally:* If, at any time during the renewal Term, Franchisee experiences a net decline of six percent (6%) or greater of its Subscribers in the Franchise Area in any prior twelve (12) month period (for purposes of clarification, any such twelve (12) month evaluation period shall not commence prior to the Effective Date), Franchisee shall thereafter have the right to terminate the Franchise upon twelve (12) months' written notice to the Township.

2.5 *Modification/Termination Based on VSP Requirements/Competitive Equity:*

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the Township has required from or imposed upon a VSP, or if the Township enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Township and the agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is less burdensome than those imposed by this Franchise, Franchisee and the Township shall, within sixty (60) days of the Township's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs.

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the Township, as may be necessary to review the change in obligations resulting from the cited law.

2.6 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Township reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights that are granted shall not materially interfere with existing facilities of the Cable System or the Franchisee's FTTP Network.

2.7 *Franchise Subject to Federal, State, and Local Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal, state, and local laws and regulations.

2.8 *No Waiver:*

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

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

2.9 *Construction of Agreement:*

2.9.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

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

2.9.3 Should any change to federal or state law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee and the Township of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then upon either party's initiative, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10 *Police Powers:* Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of the Township. The Township shall not subject the Franchisee to any ordinances or regulations that are that are in conflict with this Franchise.

2.11 *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. §551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which, directly or indirectly, conflict with or exceed the scope of such applicable federal and/or state privacy laws.

2.12 *Permits:* Nothing herein shall be construed to limit the Township's lawful authority to require permits and applicable fees for certain activities in the Public Rights-of-Way;

provided, however, that the Franchisee shall not be required to obtain permits for Cable Service drops for individual Subscribers.

### 3. PROVISION OF CABLE SERVICE

#### 3.1 *Service Area:*

3.1.1 *Service Area:* Subject to the issuance of all necessary permits by the Township, the Franchisee shall offer Cable Service to all residential households in the Service Area and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the Township; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density requirements set forth in subsection 3.1.1.1; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.1.1 *Density Requirement:* Subject to Section 3.1.1, above, the Franchisee shall make Cable Services available to residential dwelling units in all areas of the Township where the minimum density is thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2 *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, the Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Franchisee shall provide Cable Service, the Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by the Franchisee's FTTP Network. The Franchisee shall be allowed to recover, from a Subscriber that requests such connection, no more than the actual costs incurred in excess of two hundred (200) feet for residential dwelling unit connections that exceed two hundred (200) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3 *Cable Service to Public Buildings:* If there is final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, that the

provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1 if requested by the Township pursuant to written notice to Franchisee, Verizon shall provide, without charge, one service outlet activated for Basic Service to the following:

3.3.1 Each current municipal building, fire station, and public library as may be designated by the Township in Exhibit A; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such public building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such public building. Furthermore, Franchisee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

3.3.2 Each public K-12 school, and each non-public K-12 school that (a) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq. and (b) is considered a Non-public, Non-Licensed Schools under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6702-6721, located in the Township, as may be designated by the Township in Exhibit A; provided, however, that Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such school building. Furthermore, Franchisee shall be permitted to recover, from any school building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

#### 4. SYSTEM FACILITIES

4.1 *Technical Requirement:* The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations.

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

4.2.1 The Cable System shall be operated with operated with an initial digital carrier passband between 57 and 861 MHz.

4.2.2 The Cable System shall be operated as an active two-way system that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

4.2.3 The Cable System must conform to all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards, and shall comply with all technical standards of the following:

4.2.3.1 National Electrical Code (NEC);

4.2.3.2 National Electrical Safety Code (NESC).

4.3 *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Township. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4 *No Interference:* The Cable System shall be operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals of licensed FCC operators.

4.5 *Standby Power:* The System shall incorporate equipment capable of providing standby powering of the System.

4.6 *Emergency Alert System:* The Franchisee shall comply with the applicable requirements of the FCC with respect to the operation of an Emergency Alert System (“EAS”) requirements of the FCC and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

## 5. **EG SERVICES**

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

5.1.1 In order to ensure universal availability of Educational and Government Access programming, Franchisee shall reserve on the Basic Service Tier capacity for the use of one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, “EG Channels”) for exclusive use by the Township or its designee. The Township will comply with all laws and regulations related to use of the EG Channels. The parties agree that Franchisee shall retain the right to utilize all such reserved EG Channel capacity, in its sole discretion, during the Term of this Franchise until such time as the Township begins using the EG Channel pursuant to Section 5.1.2 for educational and/or governmental purposes and/or if the Township ceases to use the Access Channel(s) during the term of this Agreement.

5.1.2 The Township reserves the right to obtain from the Franchisee, upon one hundred and twenty (120) days written notice, one EG Channel for exclusive use by the Township. Such notification shall constitute authorization to the Franchisee to transmit such programming within and without the Township. The Franchisee shall assign the EG Channel number to the extent such channel number assignments do not interfere with the Franchisee’s existing or planned channel number line-up and contractual obligations, provided it is understood that the Franchisee specifically reserves the right to make such assignments in its sole discretion.

The EG Channel shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, and administration of the EG Channel and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channel programming. If an EG Channel provided under this Article is not being utilized by the Township, the Franchisee may utilize such EG Channel, in its sole discretion, after receiving written approval by the Township until such time as the Township elects to utilize the EG Channel for its intended purpose. In the event that the Township decides to exercise its right to use EG capacity, the Township shall provide the Franchisee with ninety (90) days' prior written notice of such request.

5.1.3 The Township shall comply with the law regarding the non-commercial use of EG Channels.

5.2 The Township and/or its designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all EG Channel programming up to the demarcation points and for ensuring all EG Channel programming is inserted on the appropriate upstream EG Channel. All EG Channel programming shall be transmitted to the Franchisee in baseband or SD-SDI format with either mono or stereo audio signals, and with signals received by Franchisee in stereo cablecast by Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the Township or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Township's side of the demarcation point and used to generate or administer any EG Channel access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The Township and the Franchisee shall work together in good faith to resolve any connection issues. If the Township issues a franchise to, or renews a franchise with, a competing VSP, the competing VSP may not connect its system to Franchisee's System for the purposes of obtaining EG Channel programming from the EG Channels transmitted on Franchisee's System without Franchisee's prior written consent.

5.2.1 Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, for purposes of providing EG Channels, no earlier than twelve (12) months after written notice by the Township to activate an EG channel, the Township may require the Franchisee to provide a video link, without charge to the Township, to a location within the Township where EG Access programming is originated for the purpose of cablecasting EG programming; provided, however, that the Franchisee shall not be obligated to provide the Township with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG programming.

5.3 *Indemnity for EG:* The Township shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless the Franchisee and the Township from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims regarding an EG

programming facility, not including the actual FTTP Network, or Channel or EG Channel programming, including claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity. The Township shall establish rules and regulations for use of EG facilities, consistent with, and as required by, Section 611 of the Communications Act, 47 U.S.C. § 531. Notwithstanding the foregoing, the Township shall not indemnify the Franchisee for any damages, liability, or claims resulting from acts of willful misconduct or negligence of the Franchisee, its officers, employees, or agents.

5.3.1 *Recovery of Costs:* The Franchisee shall be allowed to recover any costs arising from the provision of EG services as set forth in 47 U.S.C. § 622, and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

## 6. **FRANCHISE FEES**

6.1 *Payment to the Township:* The Franchisee shall pay to the Township a franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of Franchise Fee revenue due to the Township. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall credit any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the Township issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a Franchise Fee, then the percentage of the Franchisee's Franchise Fee payments shall be immediately thereafter reduced to match such lower percentage over that same time period.

6.2 *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report that provides line items for revenue sources and the amount of revenue received from each source and is verified by a financial manager of the Franchisee showing the basis for the computation.

6.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be forty-eight (48) months from the date on which the applicable payment by the Franchisee is due.

6.4 *Audits:*

6.4.1 The Township may audit or conduct a Franchise Fee review of the Franchisee's books and records pertaining directly to the Franchisee's payment of Franchise Fees in the Township no more than once every three (3) years during the Term. Any audit shall be initiated through written notice to the Franchisee by the Township, and the Township or any auditor employed by the Township shall submit its complete request for records within sixty (60) days of the Township's notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the Township or its designated auditor identifies reasonable follow-up records requests to the extent necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1, and execution of a non-disclosure agreement with the Township or an auditor employed by the Township, all records reasonably necessary for any such audit shall be made available by the Franchisee to the Township, in accordance with Section 8.1 hereof, at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties.

6.4.2 The Franchisee shall provide the records reasonably necessary for the audit and requested by the Township in a timely manner. Any such audit conducted by the Township or auditor employed by the Township shall be completed in a timely manner. If upon completion of the audit, the Township does not make a claim for additional payments, then the Township shall provide the Franchisee with written documentation of closure of the audit. The Township's claim for additional Franchise Fee payments or its written notice of the audit closure shall be provided to the Franchisee within sixty (60) days from the date on which the audit is completed by the Township or its auditor in accordance subsection 6.4.1, above, or by such other date as is mutually agreed to by the parties.

6.4.3 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that the Franchisee underpaid the Franchise Fees by five percent (5%) or more, then the Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to three thousand dollars (\$3,000).

6.4.4 If the results of an audit indicate an underpayment of franchise fees, the parties agree that such underpayment shall be remitted to the Township within forty-five (45) days; provided, however, that the Franchisee shall be required to remit underpayments to the Township together with interest at six percent (6%) of the amount correctly due from the date such underpayment would have been due.

6.4.5 Any entity employed by the Township that performs the audit or franchise fee review shall be a professional firm with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success-based formula *e.g.* payment based on an underpayment of fees, if any.

6.5 *Bundled Services:* If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards, or



orders. Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments under this Franchise. The parties agree that tariffed Telecommunications Services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

7. **CUSTOMER SERVICE**

Customer Service Requirements are set forth in Exhibit B. Such Requirements may be amended by written consent of the parties.

8. **REPORTS AND RECORDS**

8.1 *Open Books and Records:* Upon thirty (30) days' written notice to the Franchisee, the Township shall have the right to inspect the Franchisee's books and records pertaining to this Agreement or the Franchisee's provision of Cable Service in the Township at any time during Franchisee's regular business hours as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise that is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the Township. The books and records to be made available for inspection by the Township shall be made available for inspection at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than forty-eight (48) months. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to this Agreement or to the provision of Cable Service in the Township. If the Franchisee claims any information to be proprietary or confidential, it shall identify the information and provide an explanation as to the reason it is claimed to be confidential or proprietary. The Township shall treat any information disclosed by the Franchisee as confidential so long as it is permitted to do so under applicable law, and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2 *Records Required:* The Franchisee shall at all times maintain the following, which may be inspected pursuant to Section 8.1 above:

8.2.1 Records of all Complaints for a period of forty-eight (48) months after receipt by the Franchisee. Complaints recorded will not be limited to complaints requiring an employee service call;

8.2.2 Records of Significant Outages (as defined in the Customer Service Standards attached as Exhibit B) for a period of forty-eight (48) months after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3 Records of service calls for repair and maintenance for a period of forty-eight (48) months after resolution by the Franchisee, indicating the date and time service was

required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4 Records of installation/reconnection and requests for service extension for a period of forty-eight (48) months after the request was fulfilled by the Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

9. **INSURANCE AND INDEMNIFICATION**

9.1 *Insurance:*

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

9.1.1.1 Commercial General Liability Insurance in the amount of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the Township.

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

9.1.1.3 Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Pennsylvania and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (B) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) employee limit; five hundred thousand dollars (\$500,000) disease policy limit.

9.1.2 The Township shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability insurance policies.

9.1.3 Upon receipt of notice of cancellation from its insurer, the Franchisee shall provide the Township with thirty (30) days' prior written notice of such cancellation.

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

9.1.5 Upon written request, the Franchisee shall deliver to the Township Certificates of Insurance showing evidence of the required coverage.

9.2 *Indemnification:*

9.2.1 The Franchisee agrees to indemnify, save and hold harmless, and defend the Township, its elected and appointed officials, officers, agents, boards, and employees, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to, or connected with any act or omission of the Franchisee, its officers, agents, or employees, including the acts or omissions of any contractor or subcontractor of the Franchisee, arising out of the construction, operation, upgrade, or maintenance of its Cable System. The obligation to indemnify, save, hold harmless and defend the Township shall include the obligation to pay judgments, injuries, liabilities, damages, penalties, expert fees, court costs and Franchisee's own attorney's fees. The Township shall give the Franchisee timely written notice of the Township's request for indemnification within (a) thirty (30) days of receipt of a claim or action pursuant to this subsection or (b) ten (10) days following service of legal process on the Township or its designated agent of any action related to this subsection. The Township agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing, the Franchisee shall not indemnify the Township for any damages, liability, or claims resulting from, and Township shall be responsible for, Township's own acts of willful misconduct, the Township's breach of obligation under the Franchise, or negligence of the Township, or its elected and appointed officials, officers, agents, boards, and employees.

9.2.2 With respect to the Franchisee's indemnity obligations set forth in subsection 9.2.1, the Franchisee shall provide the defense of any claims brought against the Township by selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the Township, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Township from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Township, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement include the release of the Township, and the Township does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the Township shall in no event exceed the amount of such settlement.

10. **TRANSFER OF FRANCHISE**

*Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior consent of the Township, provided that such consent shall not be unreasonably conditioned or withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.33 above.

11. **RENEWAL OF FRANCHISE**

The Township and the Franchisee agree that any proceedings undertaken by the Township that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

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

12.2 *Franchisee's Right to Cure or Respond:* The Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Township in writing, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, diligently pursue such remedy to completion, and notify the Township of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Township shall provide written confirmation that such cure has been effected.

12.3 *Liquidated Damages:* After the time period set forth in Sections 12.1-12.2 above, in the event that the Township finds that an alleged noncompliance continues to exist and that the Franchisee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the Franchisee agrees that the Township may recover liquidated damages from the Franchisee in the amounts set forth below following the notice and opportunity to cure provisions set forth in Sections 12.1-12.2 above; provided, however, that if the Franchisee disputes the assessment of any liquidated damages hereunder, the Franchisee may request and the Township agrees to schedule a public hearing with regard to such dispute. Following the notice and opportunity to cure periods in Sections 12.1-12.2 above, the Township shall provide the Franchisee with written notice that it intends to elect the liquidated damage remedies set forth herein. If the Township elects to recover liquidated damages for any item set forth in this Section 12.3 (including customer service violations), the Township agrees that such recovery shall be its exclusive remedy for the time period in which liquidated damages are assessed; provided, however, once the Township has ceased to assess its liquidated damages remedy as set forth in Section 12.3.2, it may pursue other available remedies.

12.3.1 Pursuant to Section 12.2, the following monetary damages shall apply:

For failure to provide Cable Service as set forth  
in Sections 3.1-3.3.....\$150/day for each day the violation  
continues;

For failure to maintain the FCC technical standards as set forth in Section 4.....	\$150/day for each day the violation continues;
For failure to provide EG Services to the community specified in Section 5.1.....	\$150/day for each day the violation continues;
For failure to comply with Franchise Fee audit requirements as set forth in Section 6.4.....	\$150/day for each day the violation continues;
For failure to provide the Township with any reports or records required by the Agreement within the time period required.....	\$150/day for each day the violation continues;
For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards set forth in Exhibit B .....	\$450 for each quarter in which such standards were not met;
For failure to carry the insurance specified in Section 10.1.1.....	\$150/day for each day the violation continues; and
For a Transfer specified in Section 11 without required approval.....	\$150/day for each day the violation continues.

12.3.2 The amount of all liquidated damages per annum shall not exceed fifteen thousand dollars (\$15,000) in the aggregate. All similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 12.

12.3.3 Except as otherwise provided herein, any liquidated damages assessed pursuant to this section shall not be a limitation upon any other provisions of this Franchise and applicable law, including revocation.

12.4 *Additional Enforcement Measures:* Subject to applicable federal, state and local law, in the event the Township determines that the Franchisee is in default of any provision of this Franchise, the Township may:

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

12.4.2 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 12.5 below.

12.5 *Revocation:* Should the Township seek to revoke this Agreement, and the Township chooses not to impose liquidated damages or ceases to impose liquidated damages, the

Township shall give written notice to the Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Township has not received a satisfactory response from the Franchisee, it may then seek termination of this Agreement at a public hearing. The Township shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing.

12.5.1 At any designated public hearing at which the Township has informed the Franchisee that revocation is a possible consequence in accordance with the written notice requirements, the Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, and to require the production of evidence. A complete verbatim record and transcript shall be made of such hearing at the Franchisee's sole cost and expense.

12.5.2 Following the public hearing, the Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Township in writing, and thereafter the Township shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Agreement; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Franchisee. The Township shall also determine whether it will revoke the Franchise based on the information presented or, in the discretion of the Township, grant additional time to the Franchisee to effect any cure. If the Township determines that it will revoke the Franchise, the Township shall promptly provide the Franchisee with a written determination setting forth the Township's reasoning for such revocation. The Franchisee may appeal such written determination of the Township to an appropriate court of competent jurisdiction, which will have the power to review the determination of the Township consistent with applicable law. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within the time frame permitted by law.

### 13. MISCELLANEOUS PROVISIONS

13.1 *Actions of Parties:* In any action by the Township or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

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

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

13.3.1 *Good Faith Error:* The parties hereby agree that it is not the Township's intention to subject the Franchisee to penalties, fines, forfeitures, or revocation of the

Franchise for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

13.4 *Delivery of Payments:* The Franchisee may use electronic funds transfer to make any payments to the Township required under this Agreement.

13.5 *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

13.5.1 Notices to the Franchisee shall be mailed to:

President  
Verizon Pennsylvania LLC  
900 Race Street, 6<sup>th</sup> Floor  
Philadelphia, PA 19107

With a copy to:

Verizon Legal Department  
140 West Street, 6<sup>th</sup> Floor  
New York NY 10007  
Attention: Monica Azare, Vice President and Deputy  
General Counsel

13.5.2 Notices to the Township shall be mailed to:

East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380-6199  
Attention: Township Manager

With a copy to:

Cohen Law Group  
413 S. Main Street  
Pittsburgh, PA 15215

13.6 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between the Franchisee and the Township and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any lawful ordinances or parts of ordinances related to the provision of Cable Services over the Cable System in the Township that conflict with the provisions of this Agreement are superseded by this Agreement.

13.7 *Amendments:* Amendments to this Agreement shall be mutually agreed to in writing by the parties.

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

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

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

13.11 *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Township or any third party. The Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or EG requirements set out in this Agreement.

13.12 *Publishing Information:* The Township hereby requests that the Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

13.13 *Parental Control:* The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

13.14 *Independent Review:* The Township and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

13.15 If the Township exercises its reasonable, necessary, and lawful police power rights and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of the Township's exercise of its police power rights on the Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of the Township's exercise of its police power rights, then the parties agree to submit the



matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

13.16 *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

13.17 *Counterparts:* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

**[SIGNATURE PAGE FOLLOWS]**

TOWNSHIP OF EAST GOSHEN

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VERIZON PENNSYLVANIA LLC

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

Print: \_\_\_\_\_

Title: President, Verizon Pennsylvania LLC

Date: \_\_\_\_\_

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Customer Service Standards

**EXHIBIT A**

**PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE**

Township Building  
1580 Paoli Pike  
West Chester, PA

Public Works Annex  
1570 Paoli Pike  
West Chester, PA

Blacksmith Shop  
1600 East Boot Road  
West Chester, PA

Goshen Fire Company  
1320 Park Avenue  
West Chester

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

## **EXHIBIT B**

### **CUSTOMER SERVICE STANDARDS**

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

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

A. Respond: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.

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

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

D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

#### **SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY**

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Township and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to customer telephone inquiries during Normal Business the Franchisee's regular business hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

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

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

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

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

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

The Franchisee shall meet this standard for ninety five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

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

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

A. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Township and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt service.

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

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area and shall diligently pursue to completion.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Township of a Cable Service problem and shall diligently pursue to completion.

C. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

D. The Franchisee shall meet the standard in Subsection D of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

E. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation.

F. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly

recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

H. With respect to service issues concerning Cable Services provided to the Township facilities, the Franchisee shall Respond to all inquiries from the Township within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the Township in writing as to the reason(s) for the delay and provide an estimated time of repair.

J. The Franchisee may provide all notices identified in this Section electronically or on-screen.

### **SECTION 5: CUSTOMER COMPLAINTS**

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the Township within seventy-two (72) hours of receipt. The Franchisee shall notify the Township of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The Township may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, “resolve” means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber’s complaint and advise the Subscriber of the results of that investigation.

### **SECTION 6: BILLING**

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of mailing of bills.

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

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

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute; and

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

D. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

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

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

G. The Township hereby requests that the Franchisee omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

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

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Franchisee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

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

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

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

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

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



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

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

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, the Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

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

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

- (1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification;
- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

D. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers and the Township a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the Township including how and where the notice was given to Subscribers.

E. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.D., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

- (1) Products and Cable Services offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides,

installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the Township, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

G. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

**NOTICE IS GIVEN** that the Board of Supervisors of East Goshen Township will conduct a public hearing on **March 16, 2021** as part of the regularly scheduled public meeting which begins at 7:00 p.m., prevailing time to consider and possibly adopt the following Ordinances with the following titles and summary:

**AN ORDINANCE OF THE TOWNSHIP OF EAST GOSHEN, CHESTER COUNTY, PENNSYLVANIA AUTHORIZING EXECUTION OF A CABLE FRANCHISE RENEWAL AGREEMENT BETWEEN THE TOWNSHIP AND VERIZON PENNSYLVANIA LLC.**

If adopted, the Ordinance will authorize the Township to enter a Cable Franchise Renewal Agreement with Verizon Pennsylvania LLC for a five-year term commencing on the date when Verizon executes the same; grants a non-exclusive franchise to Verizon to operate its cable system in the Township within the Township rights of way; provides technical performance standards for Verizon; reserves on the basic service tier capacity for one educational channel and one governmental channel; requires Verizon to pay the Township a franchise fee of 5% of annual gross revenue as defined in the agreement as franchise fees; allows the Township to audit or conduct a franchise fee review of Verizon's books and records no more than once every three years during the term; establishes customer service requirements for Verizon; requires certain insurance and indemnification by Verizon; provides enforcement and termination provisions and liquidated damages for violations of the agreement.

**AN ORDINANCE AMENDING THE EAST GOSHEN TOWNSHIP CODE, CHAPTER 188 TITLED "SEWERS" SECTION 188-4 TITLED "VARIABLE RATES" TO AMEND THE TIME FRAME FOR AMENDING THE VARIABLE RATES.**

Due to the COVID-19 public health crisis, the hearing and public meeting will not be in-person and instead members of the public are invited to participate via tele-conference by dialing (929) 205-6099 or (301) 715 8592; Access Code: 880-7329-8513.

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 by calling the Township's administrative offices at (610) 692-7171 from 8:00 a.m. to 5:00 p.m., Monday through Friday. The Ordinances are also on file for public inspection at the offices of the *Daily Local News* by calling 215-648-1066 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.

Kristin S. Camp, Esquire  
East Goshen Township Solicitor

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

**ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE EAST GOSHEN TOWNSHIP CODE,  
CHAPTER 188 TITLED "SEWERS" SECTION 188-4 TITLED  
"VARIABLE RATES" TO AMEND THE TIME FRAME FOR AMENDING  
THE VARIABLE RATES.**

BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Goshen Township that Chapter 188 of the East Goshen Township Code, titled, "Sewers" shall be amended as follows:

**SECTION 1.** Section 188-4 titled "Variable rates" shall be amended as follows:

A. §188-4.A(2) shall be revised to state as follows:

"To determine the average water usage per quarter, the Township shall calculate the average quantity of water used during the fourth quarter of one year and the first quarter of the succeeding year (referred to as the "fourth quarter-first quarter cycle"), as evidenced by meter readings from water meters installed by the company which provides public water or such other meters or measuring devices as may be installed pursuant to the provisions of this article. The average water usage value shall be updated annually for the July billing cycle."

B. §188-4.B(2) shall be revised to state as follows:

"To determine the average water usage per quarter, the Township shall calculate the average quantity of water used by each multifamily dwelling unit, based on either individual water meter readings or averaged in accordance with Subsection **B(3)** below, during the fourth quarter-first quarter cycle as evidenced by meter readings from water meters installed by the company which provides public water or such other meters or measuring devices as may be installed pursuant to the provisions of this article. The average water usage value shall be updated annually for the July billing cycle."

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

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

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

**ENACTED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS**

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

\_\_\_\_\_  
David E. Shuey, Chair

\_\_\_\_\_  
Michael P. Lunch, Vice-Chair

\_\_\_\_\_  
John Hertzog, Member

\_\_\_\_\_  
E. Martin Shane, Member

\_\_\_\_\_  
Michele Truitt, Member

# Goshen Fire Company Monthly Operations Report

## February 2021



Fire Responses per Municipality	Monthly Responses	Monthly Manhours	YTD Responses	YTD Manhours
East Goshen	19	80	34	120
West Goshen	15	36	21	46
Westtown	0	0	4	8
Willistown	4	8	7	21
Other	3	4	7	17
<b>Total - Fire</b>	<b>41</b>	<b>128</b>	<b>73</b>	<b>212</b>

Fire Police Responses per Municipality	Monthly Responses	Monthly Manhours	YTD Responses	YTD Manhours
East Goshen	11	72	19	107
West Goshen	9	17	13	51
Westtown	4	12	8	16
Willistown	3	7	5	16
Other	1	1	4	7
<b>Total - Fire Police</b>	<b>28</b>	<b>109</b>	<b>49</b>	<b>197</b>

EMS Responses per Municipality	Monthly Responses	Monthly Manhours	YTD Responses	YTD Manhours
East Goshen	162	269	325	509
West Goshen	73	87	171	227
Westtown	24	40	46	85
Willistown	20	36	43	73
Other	9	5	15	19
<b>Total - EMS</b>	<b>288</b>	<b>437</b>	<b>600</b>	<b>913</b>

Total Responses per Municipality	Monthly Responses	Monthly Manhours	YTD Responses	YTD Manhours
East Goshen	192	421	378	736
West Goshen	97	140	205	324
Westtown	28	52	58	109
Willistown	27	51	55	110
Other	13	10	26	43
<b>Total - Goshen Fire Company</b>	<b>357</b>	<b>674</b>	<b>722</b>	<b>1322</b>

# Goshen Fire Company Monthly Operations Report

## February 2021



### Monthly Updates

#### Key Indicators

Patients Treated	227	
Patients 65 and Over	179	79%
EMS Calls to Assisted Living and Retirement Facilities	251	71%
Automatic Fire/CO Alarms	17	41%

#### Major Incidents

Assist Police - 942 Cornwallis Dr - East Goshen	2/11/2021
Building Fire - 933 Jefferson Way - East Goshen	2/13/2021
Vehicle Fire - Rt 202 Southbound - West Goshen	2/26/2021

#### Fundraising Activities

EMS Subscription & Donation Drive	Underway
Business Donation Drive	Underway

#### Personnel Updates

None	

#### Apparatus Updates

None	
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## **Malvern Fire Company**

424 East King Street  
Malvern, PA 19355

Main 610-647-0693

Fax 610-647-0249

[www.malvernfireco.com](http://www.malvernfireco.com)

### **East Goshen Township 2021 EMS Statistics**

#### **January:**

21 Calls; 3 BLS (2 Transports); 19 ALS (12 Transports)  
0 Fire; 0 Auto Accidents; 21 Medical

#### **February:**

17 Calls; 2 BLS (2 Transports); 15 ALS (7 Transports)  
0 Fire; 0 Auto Accidents; 17 Medical



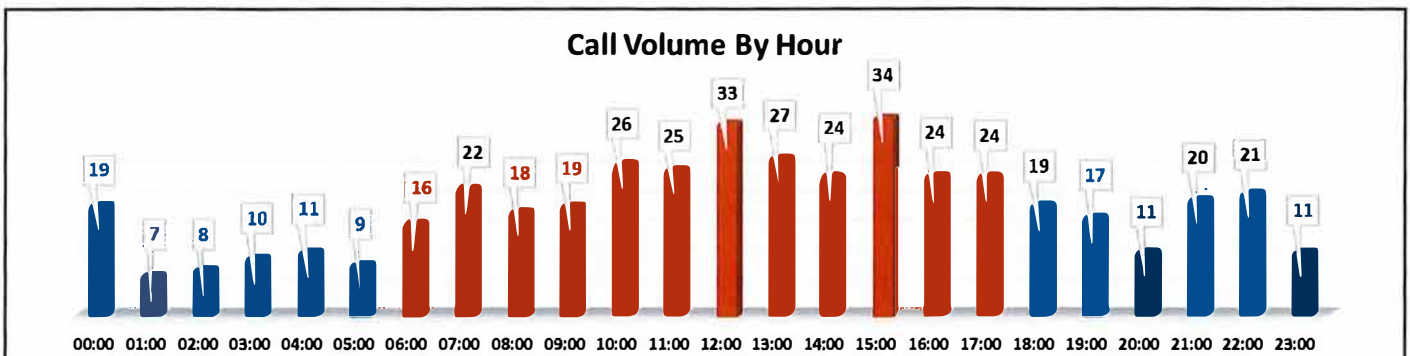
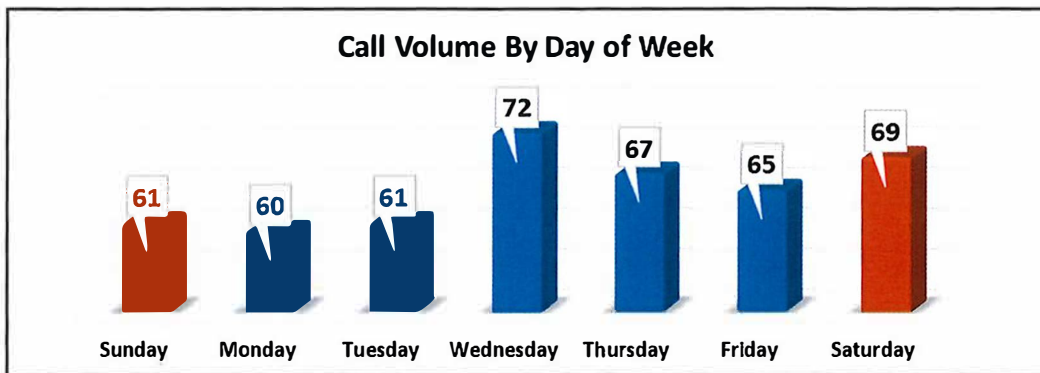
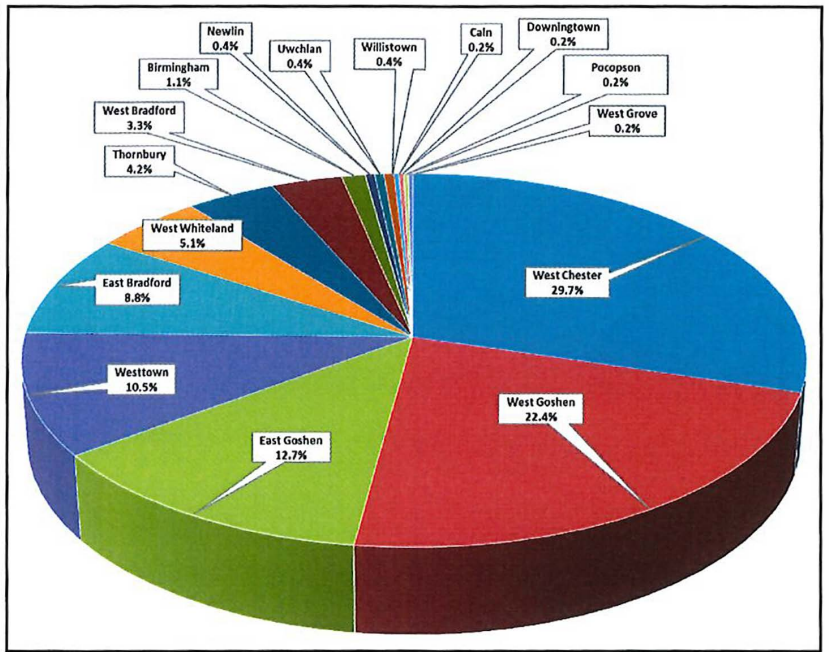


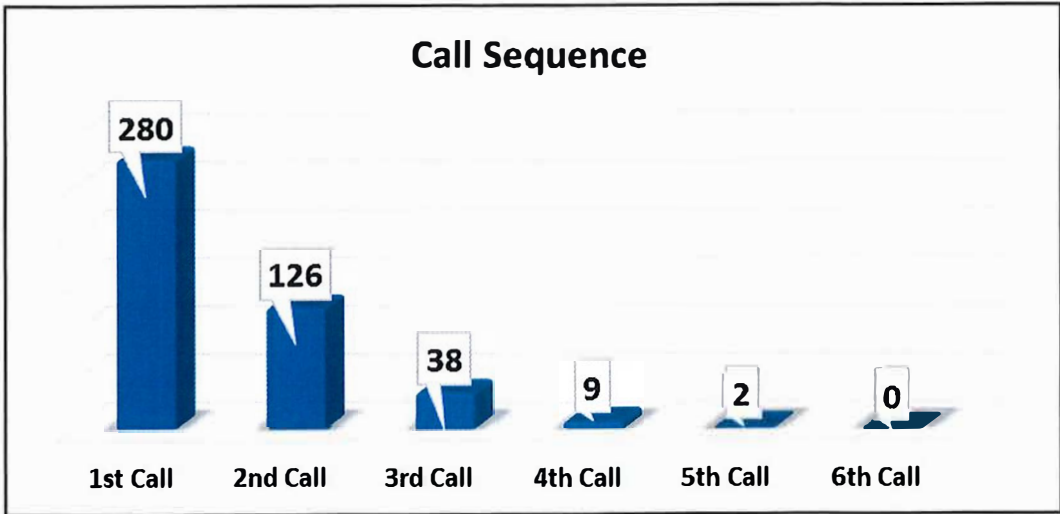
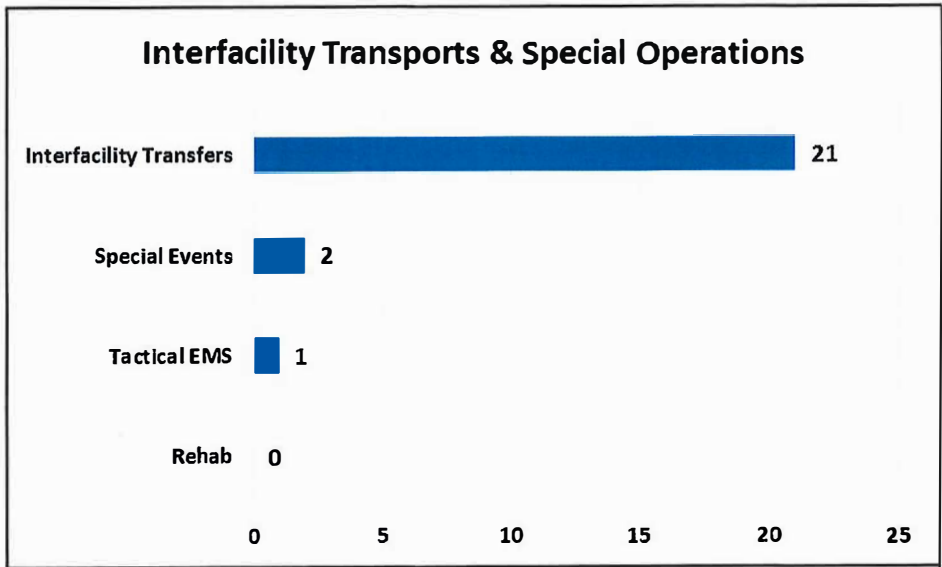
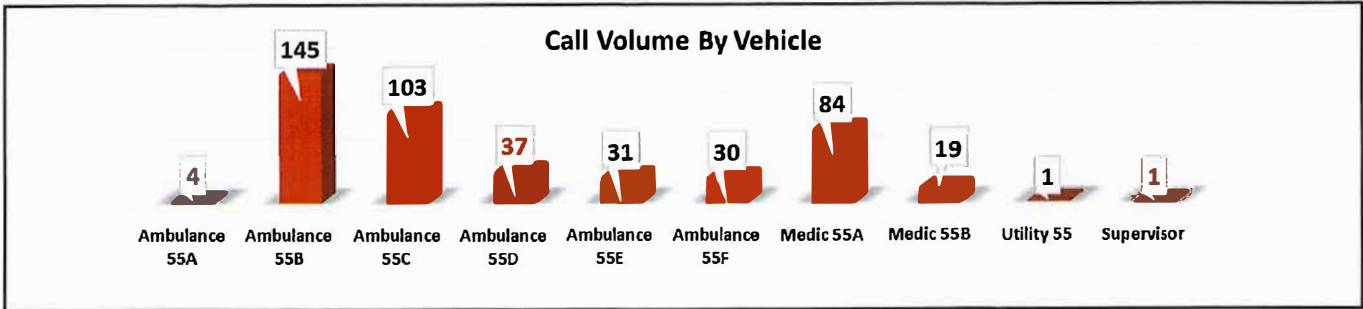


***February 2021***  
**OPERATIONS REPORT**

# CALL VOLUME

Municipality	Month	% of Calls	YTD
West Chester	135	29.7%	266
West Goshen	102	22.4%	205
East Goshen	58	12.7%	107
Westtown	48	10.5%	83
East Bradford	40	8.8%	86
West Whiteland	23	5.1%	44
Thornbury	19	4.2%	34
West Bradford	15	3.3%	38
Birmingham	5	1.1%	9
Newlin	2	0.4%	5
Uwchlan	2	0.4%	
Willistown	2	0.4%	
Caln	1	0.2%	
Downingtown	1	0.2%	
Pocopson	1	0.2%	
West Grove	1	0.2%	
	<b>455</b>		

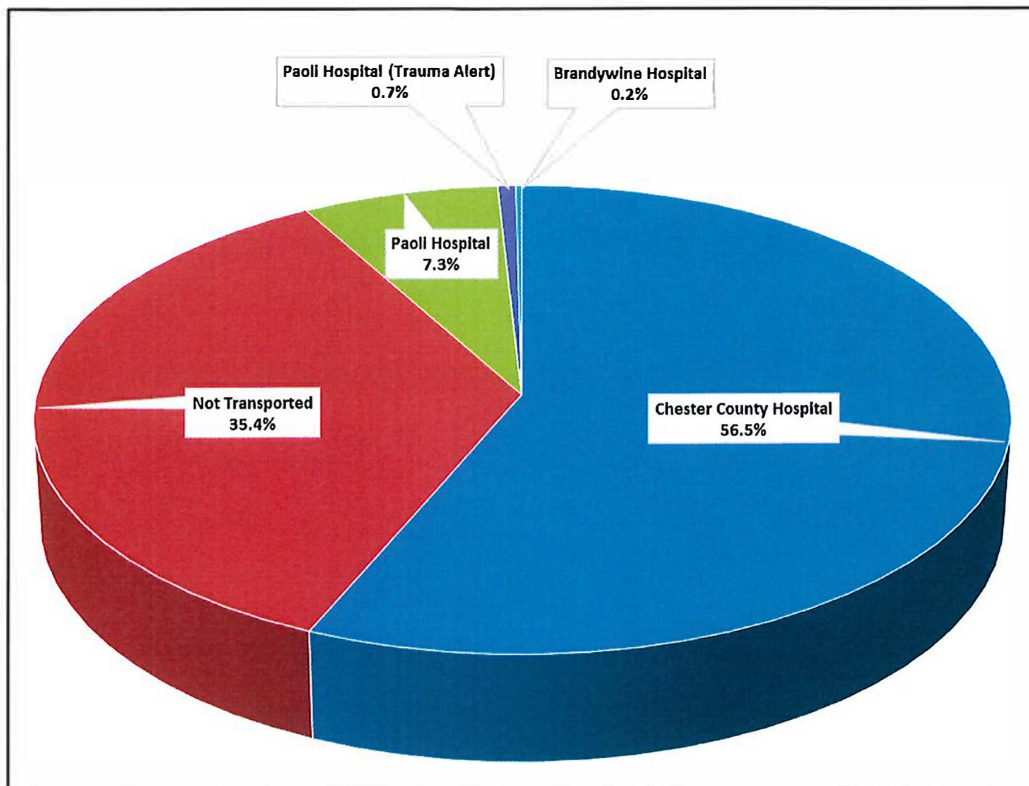




# HOSPITAL DESTINATION INFORMATION

Receiving Hospital	Total	%
Chester County Hospital	257	56.5%
Not Transported	161	35.4%
Paoli Hospital	33	7.3%
Paoli Hospital (Trauma Alert)	3	0.7%
Brandywine Hospital	1	0.2%
	<b>455</b>	
	<b>Transported: 294</b>	<b>64.6%</b>
	<b>Not Transported: 161</b>	<b>35.4%</b>
	<b>455</b>	

Non-Transport Breakdown	
Refusal	32
Recalled Enroute	30
Recalled On Scene	57
No Services	21
Lift Assist	13
DOA	7
Released to BLS	1
External ALS Assist	0
	<b>161</b>



## MISCELLANEOUS CALL INFORMATION

Average Times	
Dispatch To Enroute	01:26
Enroute To On Scene	06:55
On Scene Time	15:53
Transport Time	09:58
Dispatch To Available	42:53

Alcohol / Drug Suspicion		
	Total	%
Alcohol	23	5.1%
Alcohol and Drugs	5	1.1%
Drugs	9	2.0%
Total:	<b>37</b>	<b>8.1%</b>
Unknown / Unable to Determine	27	5.9%

Calls Covering Other Agencies	
Goshen Fire Co	8
Uwchlan Ambulance	7
Malvern Fire Co	4
Minquas Fire Co	3
Concordville Fire Co	2
Longwood Fire Co	1
West Grove Fire Co	1
	<b>26</b>

Responses By Station	
Main Station (Station 55)	348
East Goshen (Station 155)	61
East Bradford (Station 255)	46

West Chester University Calls		
	Total	%
Total WCU Calls	4	0.9%
WCU Calls in West Chester	1	0.2%
WCU Calls in West Goshen	2	0.4%
WCU Calls in East Bradford	1	0.2%

Call Types		
BLS - Sick Person	61	13.4%
ALS - Cardiac Problems	49	10.8%
ALS - Respiratory Difficulty	44	9.7%
BLS - Fall / Lift Assist	44	9.7%
BLS - Emotional Disorder	21	4.6%
BLS - Abdominal Pain	19	4.2%
ALS - CVA/Stroke	18	4.0%
Accident - BLS	18	4.0%
BLS - Injured Person	17	3.7%
ALS - Abdominal Pain	14	3.1%
ALS - Unresponsive Person	13	2.9%
ALS - Syncope	12	2.6%
ALS - Fall	11	2.4%
BLS - Back Pain	11	2.4%
ALS - Hemorrhaging	10	2.2%
EMS - Stand By - Fire	9	2.0%
ALS - Cardiac/Resp Arrest	8	1.8%
ALS - Injured Person	8	1.8%
ALS - Seizures	8	1.8%
BLS - Hemorrhaging	8	1.8%
Alarm - BLS Medical	7	1.5%
BLS - DOA	6	1.3%
BLS - Overdose	6	1.3%
ALS - Overdose	5	1.1%
ALS - Hypotension	4	0.9%
BLS - Unknown Nature	4	0.9%
ALS - Allergic/Med Reaction	3	0.7%
ALS - Unconscious Person	3	0.7%
BLS - Assault w/Injury	3	0.7%
ALS - Choking	2	0.4%
ALS - Emotional Disorder	2	0.4%
Accident - Entrapment	2	0.4%
ALS - Diabetic Emergency	1	0.2%
ALS - Maternity/Labor Pains	1	0.2%
Accident - ALS	1	0.2%
BLS - Allergic/Med Reaction	1	0.2%
BLS - Exposure to Heat/Cold	1	0.2%
	<b>455</b>	

# Memo

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To: Board of Supervisors  
From: Chris Boylan  
Re: February 2021 Financial Report  
Date: March 11, 2021

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As of February 28th, net of pass throughs, the general fund had revenues of \$1,872,341 and expenses of \$1,696,641 for a positive variance of \$175,700. As of February 28th, the general fund balance was \$5,589,566.

On the expense side, most departments are well under budget; however, Public Works exceeded YTD budget due to multiple snow events.

On the revenue side, Earned Income and Real Estate Transfer Tax are slightly less than budget. However, Real Estate Transfer Tax far exceeds budgeted expectations with booming real estate sales, including a couple of commercial properties, in East Goshen Township. Parks & Rec summer registrations are typically realized between April and June; however, enrollment opened in February, and demand in two days resulted in Parks & Rec revenue double YTD budget expectations.

## Other funds

- The **State Liquid Fuels Fund** had \$0 in revenues and \$0 in expenses. The fund balance is \$41.
- The **Capital Reserve Fund** had \$336,468 in revenues and \$433,188 expenses. The fund balance was \$4,923,197.
- The **Transportation Fund** had \$163 in revenues and \$0 in expenses. The fund balance was \$609,500.
- The **Sewer Operating Fund** had \$864,580 in revenues and \$437,239 in expenses. The fund balance was \$1,427,588.
- The **Refuse Fund** had \$277,370 in revenues and \$180,877 in expenses. The fund balance was \$626,634.
- The **Bond Fund** had \$116 in revenues and \$433,062 in expenses. The fund balance was \$2,751,677.
- The **Sewer Capital Reserve Fund** had \$196 in revenues and \$26,886 in expenses. The fund balance is \$2,223,639.
- The **Operating Reserve Fund** had \$373 in revenues and \$69 in expenses. The fund balance is \$2,630,466.

## Accounts Receivable

Utilities Accounts Receivable went from \$874K end of January to \$227K at the end of February, in part because of an all-time high of payments processed in February. Concurrently, due to the outstanding utility collection efforts by Kelly Brophy, the aged A/R was reduced by \$16K between January and February.

**EAST GOSHEN TOWNSHIP  
GENERAL FUND SUMMARY  
As of February 28, 2021**

Account Title	2021 Annual Budget	2021 YTD Budget	2021 YTD Actual	\$ Variance	% Variance
EMERGENCY SERVICES EXPENSES	4,653,865	1,044,519	845,981	(198,538)	-19.0%
PUBLIC WORKS EXPENSES	2,284,898	378,675	393,993	15,318	4.0%
ADMINISTRATION EXPENSES	2,008,620	381,579	327,401	(54,178)	-14.2%
CODES EXPENSES	510,621	90,636	73,235	(17,401)	-19.2%
PARK AND RECREATION EXPENSES	661,575	63,707	48,008	(15,699)	-24.6%
<b>TOTAL CORE FUNCTION EXPENSES</b>	<b>10,119,579</b>	<b>1,959,116</b>	<b>1,688,617</b>	<b>(270,499)</b>	<b>-13.8%</b>
EMERGENCY SERVICES REVENUES	277,646	5,310	2,855	(2,455)	-46.2%
PUBLIC WORKS REVENUES	975,185	885	8,641	7,756	876.3%
ADMINISTRATION REVENUES	331,050	26,534	29,438	2,904	10.9%
CODES REVENUES	275,671	22,016	34,817	12,801	58.1%
PARK AND RECREATION REVENUES	165,419	22,336	42,556	20,220	90.5%
<b>TOTAL CORE FUNCTION REVENUES</b>	<b>2,024,971</b>	<b>77,081</b>	<b>118,306</b>	<b>41,225</b>	<b>53.5%</b>
<b>NET EMERGENCY SERVICES</b>	<b>4,376,219</b>	<b>1,039,209</b>	<b>843,126</b>	<b>(196,083)</b>	<b>-18.9%</b>
<b>NET PUBLIC WORKS</b>	<b>1,309,713</b>	<b>377,790</b>	<b>385,352</b>	<b>7,562</b>	<b>2.0%</b>
<b>NET ADMINISTRATION</b>	<b>1,677,570</b>	<b>355,045</b>	<b>297,963</b>	<b>(57,082)</b>	<b>-16.1%</b>
<b>NET CODES</b>	<b>234,950</b>	<b>68,620</b>	<b>38,418</b>	<b>(30,202)</b>	<b>-44.0%</b>
<b>NET PARK AND RECREATION</b>	<b>496,156</b>	<b>41,371</b>	<b>5,452</b>	<b>(35,919)</b>	<b>-86.8%</b>
<b>CORE FUNCTION NET SUBTOTAL</b>	<b>8,094,608</b>	<b>1,882,035</b>	<b>1,570,311</b>	<b>(311,724)</b>	<b>-16.6%</b>
DEBT - PRINCIPAL	362,998	-	-	0	0.0%
DEBT - INTEREST	188,758	7,932	8,024	92	1.2%
<b>TOTAL DEBT</b>	<b>551,756</b>	<b>7,932</b>	<b>8,024</b>	<b>92</b>	<b>1.2%</b>
<b>TOTAL CORE FUNCTION NET</b>	<b>8,646,364</b>	<b>1,889,967</b>	<b>1,578,335</b>	<b>(311,632)</b>	<b>-16.5%</b>
<b>NON-CORE FUNCTION REVENUE</b>					
EARNED INCOME TAX	5,000,000	976,694	924,720	(51,974)	-5.3%
REAL ESTATE PROPERTY TAX	2,045,609	504,398	458,330	(46,068)	-9.1%
REAL ESTATE TRANSFER TAX	675,000	84,545	198,495	113,950	134.8%
CABLE TELEVIS.FRANCHISE	430,000	109,040	105,777	(3,263)	0.0%
LOCAL SERVICES TAX	315,000	69,855	64,290	(5,565)	-8.0%
OTHER INCOME	180,755	3,725	2,423	(1,302)	-35.0%
<b>TOTAL NON CORE FUNCTION REVENUE</b>	<b>8,646,364</b>	<b>1,748,257</b>	<b>1,754,035</b>	<b>5,778</b>	<b>0.3%</b>
<b>NET RESULT</b>	<b>0</b>	<b>(141,710)</b>	<b>175,700</b>	<b>317,410</b>	



SUMMARY OF FUNDS REPORT (AKA "JOE REPORT")  
**ALL FUNDS FEBRUARY 2021**  
 \* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

	GENERAL FUND*	LIQUID FUELS STATE FUND	CAP RESV FUND	TRANSPORT. FUND	SEWER OP. FUND	REFUSE FUND	SEWER CAP RESV FUND	OPERATING RESERVE	TOWNSHIP FUNDS	MUNICIPAL AUTHORITY	BOND FUND
<b>01/01/21 BEGINNING BALANCE</b>	<b>\$5,676,091</b>	<b>\$41</b>	<b>\$5,019,917</b>	<b>\$609,337</b>	<b>\$1,000,248</b>	<b>\$530,140</b>	<b>\$2,250,329</b>	<b>\$2,630,163</b>	<b>\$17,716,266</b>	<b>\$6,372</b>	<b>\$3,184,623</b>
<b>RECEIPTS</b>											
310 TAXES	\$1,648,228	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,648,228	\$0	\$0
320 LICENSES & PERMITS	\$107,957	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$107,957	\$0	\$0
330 FINES & FORFEITS	\$4,955	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,955	\$0	\$0
340 INTERESTS & RENTS	\$17,255	\$0	\$435	\$163	\$83	\$35	\$196	\$373	\$18,539	\$1	\$116
350 INTERGOVERNMENTAL	\$1,498	\$0	\$336,034	\$0	\$0	\$0	\$0	\$0	\$337,532	\$0	\$0
360 CHARGES FOR SERVICES	\$81,591	\$0	\$0	\$0	\$864,497	\$277,335	\$0	\$0	\$1,223,422	\$564	\$0
380 MISCELLANEOUS REVENUES	\$16,262	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,262	\$282	\$0
390 OTHER FINANCING SOURCES	\$4,913	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,913	\$30,296	\$0
	\$1,882,657	\$0	\$336,468	\$163	\$864,580	\$277,370	\$196	\$373	\$3,361,807	\$31,143	\$116
<b>EXPENDITURES</b>											
400 GENERAL GOVERNMENT	\$193,964	\$0	\$7,347	\$0	\$0	\$0	\$0	\$0	\$201,310	\$0	\$0
410 PUBLIC SAFETY	\$1,163,912	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,163,912	\$0	\$0
420 HEALTH & WELFARE	\$27,435	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,435	\$0	\$0
426 SANITATION & REFUSE	\$0	\$0	\$0	\$0	\$386,415	\$180,877	\$0	\$0	\$567,292	\$48,160	\$0
430 HIGHWAYS,ROADS & STREETS	\$315,997	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$315,997	\$0	\$351,124
450 CULTURE-RECREATION	\$39,606	\$0	\$178,133	\$0	\$0	\$0	\$0	\$0	\$217,739	\$0	\$81,938
460 CONSERVATION & DEVELOPMENT	\$207	\$0	\$247,525	\$0	\$0	\$0	\$0	\$0	\$247,732	\$0	\$0
470 DEBT SERVICE	\$8,190	\$0	\$0	\$0	\$47,727	\$0	\$0	\$0	\$55,917	\$0	\$0
480 MISCELLANEOUS EXPENDITURES	\$237,911	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$237,911	\$0	\$0
490 OTHER FINANCING USES	\$0	\$0	\$184	\$0	\$3,097	\$0	\$26,886	\$69	\$30,236	\$69	\$0
	\$1,987,222	\$0	\$433,188	\$0	\$437,239	\$180,877	\$26,886	\$69	\$3,065,481	\$48,229	\$433,062
<b>2021 SURPLUS/(DEFICIT)*</b>	<b>(\$104,565)</b>	<b>\$0</b>	<b>(\$96,720)</b>	<b>\$163</b>	<b>\$427,340</b>	<b>\$96,493</b>	<b>(\$26,690)</b>	<b>\$304</b>	<b>\$296,325</b>	<b>(\$17,086)</b>	<b>(\$432,946)</b>
<b>CLEARING ACCOUNT ADJUSTMENTS</b>	<b>\$18,039</b>										
<b>2/28/21 ENDING BALANCE</b>	<b>\$5,589,566</b>	<b>\$41</b>	<b>\$4,923,197</b>	<b>\$609,500</b>	<b>\$1,427,588</b>	<b>\$626,634</b>	<b>\$2,223,639</b>	<b>\$2,630,466</b>	<b>\$18,030,631</b>	<b>(\$10,714)</b>	<b>\$2,751,677</b>

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**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
1580 PAOLI PIKE  
TUESDAY, March 2, 2021  
Draft MINUTES**

*Note: In light of the Coronavirus pandemic, this was a virtual video-conference meeting conducted via the Zoom platform. In response to media reports about the vulnerability of the Zoom platform, public participation was limited to telephone.*

**Present:** Chairman David Shuey; Vice-Chairman Mike Lynch; Members John Hertzog, Marty Shane and Michele Truitt; Township Manager Rick Smith; Public Works Director Mark Miller; Interim Finance Director Chris Boylan; Brian Hutchinson, Tom Kilburn and Christi Supple (Sustainability Advisory Committee); Christina Morley (Pipeline Task Force)

**Call to Order & Pledge of Allegiance**

David called the meeting to order at 7:00 p.m. Marty led the Pledge of Allegiance. Michele called for a moment of silence to recognize first responders, fire and police workers and all health care workers that are caring for COVID victims.

David announced that the meeting is being livestreamed on YouTube.

**Chairman's Report**

David announced that the Board met in executive session prior to the meeting to discuss a real estate matter and personnel matters.

**Approval of Minutes**

Michele made a motion to approve the minutes of February 16, 2021. John seconded. The motion passed 5-0.

**Approval of Treasurer's Reports**

Michele made a motion to accept the receipts and approve the expenditures as presented in the Expenditure Register and as summarized in the February 26, 2021, Treasurer's Report. John seconded. The motion passed 5-0.

**Old Business**

**Sewer Rates Effective Billing Period**

At the last meeting, the Board asked staff if the proposed change to the sewer rate billing period could be accomplished without reducing the Township's revenue in 2021. It was suggested that all units on public sewer pay an additional \$2.57 for the 3<sup>rd</sup> and 4<sup>th</sup> Quarter billing cycles in 2021 and the 1<sup>st</sup> and 2<sup>nd</sup> Quarter billing cycles in 2022 if needed. Michele made a motion to schedule a public hearing for an ordinance to make the new sewer rates effective with the July (3rd Quarter) billing cycle. Mike seconded. The motion passed 5-0. Chris Boylan noted the rates will continue to be calculated with the data from the 4<sup>th</sup> and 1<sup>st</sup> quarters, which normally have the lowest consumption usage.

1 **New Business**

2 **Performance Bond Reduction**

3 Marty made a motion to approve an escrow release of \$990,393.73 for 1302 Wilson Drive, the  
4 Ducklings Day Care building, as recommended by Mark Miller and the Township Engineer, to  
5 bring the balance on the account to \$11,675.00. Mike seconded. The motion passed 5-0.

6  
7 **Pilot Recycling Toter Program – Sustainability Advisory Committee**

8 Tom Kilburn, Sustainability Advisory Committee, proposed that the Township undertake a pilot  
9 recycling program to improve residents’ recycling efforts. Residents will be provided 110, 50- or  
10 65-gallon lidded toters. These toters would be of no cost to residents on a first-come, first-serve  
11 basis. The approximate cost of the program is \$7,000 that would come from the Refuse Fund.

12 Tom noted that these lidded containers will not only reduce the litter but also will last longer  
13 since they are sturdier than the current bins.

14 John asked if any kind of tracking will be done. Tom replied that a list of participants will be  
15 provided with printed, instructional material and will be queried to see if their individual  
16 recycling has increased based on the use of the larger bins.

17 John asked Mark Miller if the Board could get a copy of the kick-back rate report provided by  
18 AJ Blosenksi.

19 Michele made a motion that the Board accept the proposed pilot recycling toter program as  
20 presented. John seconded. The motion passed 5-0.

21  
22 **Recognize April as Pennsylvania 811 Safe Digging Month**

23 John made a motion that the Board of Supervisors adopt Resolution 2021-185 recognizing the  
24 month of April 2021 as “Pennsylvania 811 Safe Digging Month”. Mike seconded.

25 Christina Morley suggested the Board plant a tree and publish in the newsletter to better promote  
26 and to raise awareness of this resolution. David stated that this could be added to the Township  
27 newsletter and Rick replied that a tree could also be planted.

28 The motion passed 5-0.

29  
30 **Emergency Access Easement for Linden Lane**

31 Mike stated that he appreciated Synthes cooperation and commended Michele for initiating the  
32 Linden Lane emergency access easement. John made a motion that the Board authorize the Chair  
33 to execute the Temporary Emergency Access Agreement with Medical Device Business  
34 Services, Inc. which is a successor in interest to Synthes USA HQ, Inc. Michele seconded. The  
35 motion passed 5-0.

36  
37 **Sale of Wheel Loader**

38 Michele made a motion that the Township authorize the sale of the wheel loader on Municibid.  
39 John seconded. The motion passed 5-0.

40  
41 **Any Other Matter**

42 Rick stated that Gary Althouse is retiring at the end of March. Mr. Duane Brady was hired to  
43 replace him. Mike made a motion to appoint Duane Brady as a Township Building Inspector and  
44 Assistant Fire Marshal. John seconded. The motion passed 5-0.

1 **Public Comment**

2 Kay Whittle, 1626 E. Strasburg Road thanked the Board for all their work on the Township  
3 budget stating that it was a “yeoman’s job” and is much appreciated. Kay also supports the  
4 recycling program.

5  
6 Bryan Hutchinson stated that he fully supports Tom and the Sustainability Advisory Committee  
7 regarding the Toter Pilot Program If this pilot is successful, he will help determine to see if it is  
8 cost effective.

9  
10 Christina Morley stated that she is pleased to hear about the recycling program.

11  
12 **Liaison Reports**

13 David, Pension Committee: David noted that the Township’s Pension Committee consultant  
14 complemented the Township’s management on the Pension Plan. The Township has done a  
15 terrific job and the pension funds are in great shape.

16 Michele, Conservancy Board and Sustainability Advisory Committee: Michele explained that  
17 these committees are pursuing that the Township obtain Tree City Status.

18 Mike, Business Park Task Force: Mike explained that Business Park Task Force is working to  
19 determine how to sustain the Township business parks and keep them prospering. The Task  
20 Force will conduct a series of Zoom interviews with businesses to determine their long-term  
21 plans,

22  
23 **Correspondence**

24 The Board acknowledged receipt of a letter that thanked Mark Miller and the Public Works Crew  
25 for continuing to do a remarkable job plowing and keeping the streets clean. This is just one of  
26 the many recent positive comments the Township’s Public Works Crew has received.

27  
28 **Adjournment**

29 There being no further busines, Michele made a motion to adjourn at 7:45 pm. John seconded.  
30 The motion passed 5-0.

31  
32 Respectfully submitted,  
33 *Susan D’Amore*

34  
35 Attached: February 26, 2021 Treasurer’s Report

**TREASURER'S REPORT  
RECEIPTS AND BILLS**

February 11, 2021 - February 26, 2021

**GENERAL FUND**

Real Estate Tax	\$211,143.25
Earned Income Tax	\$30,500.00
Local Service Tax	\$38,100.00
Transfer Tax	\$0.00
General Fund Interest Earned	\$0.00
Total Other Revenue	\$77,651.49
<b>Total General Fund Receipts:</b>	<b>\$357,394.74</b>

Accounts Payable	\$155,034.08
<u>Electronic Pmts:</u>	
Credit Card	\$3,083.40
Postage	\$0.00
Debt Service	\$4,095.09
Payroll	\$140,387.81
<b>Total Expenditures:</b>	<b>\$302,600.38</b>

**STATE LIQUID FUELS FUND**

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

Accounts Payable	\$0.00
<b>Total Expenditures:</b>	<b>\$0.00</b>

**CAPITAL RESERVE FUND**

Receipts	\$310,749.39
Interest Earned	\$0.00
<b>Total Capital Reserve Fund Receipts:</b>	<b>\$310,749.39</b>

Accounts Payable	\$1,516.20
<b>Total Expenditures:</b>	<b>\$1,516.20</b>

**TRANSPORTATION FUND**

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

Accounts Payable	\$0.00
<b>Total Expenditures:</b>	<b>\$0.00</b>

**SEWER OPERATING FUND**

Receipts	\$256,401.12
Interest Earned	\$0.00
<b>Total Sewer Operating Fund Receipts:</b>	<b>\$256,401.12</b>

Accounts Payable	\$379,547.40
<u>Electronic Pmts:</u>	
Credit Card	\$0.00
Debt Service	\$23,863.52
<b>Total Expenditures:</b>	<b>\$403,410.92</b>

**REFUSE FUND**

Receipts	\$78,551.17
Interest Earned	\$0.00
<b>Total Refuse Fund Receipts:</b>	<b>\$78,551.17</b>

Accounts Payable	\$15,415.66
Credit Card	\$0.00
<b>Total Expenditures:</b>	<b>\$15,415.66</b>

**BOND FUND**

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

Accounts Payable	\$398,711.66
<b>Total Expenditures:</b>	<b>\$398,711.66</b>

**SEWER CAPITAL RESERVE FUND**

Receipts	\$0.00
Interest Earned	\$0.00
<b>Total Sewer Capital Reserve Fund Receipts:</b>	<b>\$0.00</b>

Accounts Payable	\$34.50
<b>Total Expenditures:</b>	<b>\$34.50</b>

**OPERATING RESERVE FUND**

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

Accounts Payable	\$34.50
<b>Total Expenditures:</b>	<b>\$34.50</b>

\$1,003,096.42

\$1,121,723.82  
\$140,387.81  
(\$981,336.01)

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**EAST GOSHEN TOWNSHIP  
MEMORANDUM**

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**TO:** BOARD OF SUPERVISORS  
**FROM:** CHRIS BOYLAN  
**SUBJECT:** PROPOSED PAYMENTS OF BILLS  
**DATE:** MARCH 11, 2021

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Attached please find the Treasurer's Report for the weeks of February 16, 2021 -- March 11, 2021.

We received \$2,320 in State Liquid Fuels, which is the turnback annual maintenance revenue.

In Capital Reserve, we received \$6,706 from the TAP/CMAQ Grant for Paoli Pike Trail Segments C-E. This is offset by equivalent expenditures to Traffic, Planning & Design. Additionally, we incurred \$19K in expenses for the Hershey Mill Dam.

**Recommended motion:** Mr. Chairman, I move that we graciously accept the receipts and approve the expenditures as presented in the Expenditure Register and as summarized in the Treasurer's Report.

**TREASURER'S REPORT  
RECEIPTS AND BILLS**

February 26, 2021 - March 11, 2021

**GENERAL FUND**

Real Estate Tax	\$458,899.17
Earned Income Tax	\$200,948.70
Local Service Tax	\$18,463.36
Transfer Tax	\$0.00
<i>General Fund Interest Earned</i>	\$235.08
Total Other Revenue	\$31,776.92

**Total General Fund Receipts: \$710,323.23**

Accounts Payable	\$483,627.89
<u>Electronic Pmts:</u>	
Credit Card	\$0.00
Postage	\$0.00
Debt Service	\$0.00
Payroll	\$133,781.29

**Total Expenditures: \$617,409.18**

**STATE LIQUID FUELS FUND**

Receipts	\$2,320.00
<i>Interest Earned</i>	\$0.00
<b>Total State Liquid Fuels Receipts: <u>\$2,320.00</u></b>	

Accounts Payable	\$0.00
<b>Total Expenditures: <u>\$0.00</u></b>	

**CAPITAL RESERVE FUND**

Receipts	\$6,706.44
<i>Interest Earned</i>	\$183.33
<b>Total Capital Reserve Fund Receipts: <u>\$6,889.77</u></b>	

Accounts Payable	\$32,063.44
<b>Total Expenditures: <u>\$32,063.44</u></b>	

**TRANSPORTATION FUND**

Receipts	\$0.00
<i>Interest Earned</i>	\$73.61
<b>Total Transportation Fund Receipts: <u>\$73.61</u></b>	

Accounts Payable	\$0.00
<b>Total Expenditures: <u>\$0.00</u></b>	

**SEWER OPERATING FUND**

Receipts	\$163,996.13
<i>Interest Earned</i>	\$37.38

**Total Sewer Operating Fund Receipts: \$164,033.51**

Accounts Payable	\$40,220.33
<u>Electronic Pmts:</u>	
Credit Card	\$0.00
Debt Service	\$0.00
<b>Total Expenditures: <u>\$40,220.33</u></b>	

**REFUSE FUND**

Receipts	\$43,173.49
<i>Interest Earned</i>	\$15.41
<b>Total Refuse Fund Receipts: <u>\$43,188.90</u></b>	

Accounts Payable	\$58,040.81
Credit Card	\$0.00
<b>Total Expenditures: <u>\$58,040.81</u></b>	

**BOND FUND**

Receipts	\$0.00
<i>Interest Earned</i>	\$52.55
<b>Total Bond Fund Receipts: <u>\$52.55</u></b>	

Accounts Payable	\$0.00
<b>Total Expenditures: <u>\$0.00</u></b>	

**SEWER CAPITAL RESERVE FUND**

Receipts	\$0.00
<i>Interest Earned</i>	\$83.11
<b>Total Sewer Capital Reserve Fund Receipts: <u>\$83.11</u></b>	

Accounts Payable	\$0.00
<b>Total Expenditures: <u>\$0.00</u></b>	

**OPERATING RESERVE FUND**

Receipts	\$0.00
<i>Interest Earned</i>	\$118.45
<b>Total Operating Reserve Fund Receipts: <u>\$118.45</u></b>	

Accounts Payable	\$0.00
<b>Total Expenditures: <u>\$0.00</u></b>	

Report Date 03/01/21

Expenditures Register  
GL-2103-77625

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
<b>01 GENERAL FUND</b>										
1471				WESTTOWN-EAST GOSHEN POLICE						
	64610	1	01410 5300	POLICE GEN.EXPENSE	030121	03/01/21	03/01/21	03/01/21	20801 p	378,775.70
				MARCH 2021 CONTRIBUTION						
										378,775.70
										378,775.70
										1 Prepays, totaling 378,775.70
										0 Printed, totaling 0.00

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	378,775.70	GENERAL FUND
		378,775.70	

PERIOD SUMMARY

Period	Amount
2103	378,775.70
	378,775.70

Legend:  
 Expenditures Register Spooling to Windows Printers  
 Print those ready to UPDATE  
 Sorting by vendor  
 Printing for GL Period 2103  
 Doing a page break  
 Archiving to Expenditures Register-2103.txt  
 MARP05 run by BARBARA 2 : 46 PM  
 MARP05 run by BARBARA 2 : 46 PM



Report Date 03/05/21

Expenditures Register  
GL-2103-77705

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
<b>05 SEWER OPERATING</b>										
1393				US POSTMASTER						
	64617	1	05429 3250	ADMIN.- POSTAGE	030521	03/05/21	03/05/21	03/05/21	4541	130.78
				UTILITY BILLING LATE NOTICES						
										130.78
<b>06 REFUSE</b>										
1393				US POSTMASTER						
	64617	2	06427 3250	POSTAGE	030521	03/05/21	03/05/21	03/05/21	759	130.78
				UTILITY BILLING LATE NOTICES						
										130.78
										261.56
2 Printed, totaling										261.56

FUND SUMMARY

Fund	Bank Account	Amount	Description
05	05	130.78	SEWER OPERATING
06	06	130.78	REFUSE
		261.56	

PERIOD SUMMARY

Period	Amount
2103	261.56
	261.56

Legend:

- Expenditures Register Spooling to Windows Printers
- Print those ready to UPDATE
- Sorting by vendor
- Printing for GL Period 2103
- Archiving to Expenditures Register-2103.txt
- MARP05 run by BARBARA 1 : 50 PM
- MARP05 run by BARBARA 1 : 50 PM



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Expenditures Register  
GL-2103-77747

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
514	64633	1	01430 2330	BEANS FORD OF WEST CHESTER, FRED VEHICLE MAINT AND REPAIR SPORD TOUCH-UP PAINT	140132W	03/08/21	03/09/21	03/08/21	20818	16.96
										16.96
119	64632	1	01401 3210	BEE.NET INTERNET SERVICES COMMUNICATION EXPENSE MARCH 2021 BEEMAIL ACCOUNTS	202103006	03/08/21	03/09/21	03/08/21	20819	600.00
										600.00
296	64637	1	01401 3210	COMCAST 8499-10-109-0028306 COMMUNICATION EXPENSE 0028306 MARCH 2021	022221	03/08/21	03/09/21	03/08/21	20820	128.40
										128.40
787	64642	1	01409 3740	EXCEL ELEVATOR & ESCALATOR TWP. BLDG. - MAINT & REPAIRS BASIC MAINTENANCE MARCH 2021	123772	03/08/21	03/09/21	03/08/21	20821	44.00
										44.00
1876	64643	1	01432 3840	FOLEY INC. SNOW - EQUIPMENT RENTAL WHEEL LOADER RENTAL 1/27-2/24/21	A7787103	03/08/21	03/09/21	03/08/21	20822	4,891.00
										4,891.00
3000	64644	1	01432 2500	GARNET FORD SNOW - MAINTENANCE & REPAIRS REPLACE TRANS HARNESS FORD F350 #3	116850	03/08/21	03/09/21	03/08/21	20823	667.58
										667.58
3434	64645	1	01430 2330	GRAY MANUFACTURING CO., INC. VEHICLE MAINT AND REPAIR AIR JACK STANDS WITH EXTENSION	914330	03/08/21	03/09/21	03/08/21	20824	2,276.08
										2,276.08
594	64646	1	01409 3745	HAMMOND & MCCLOSKEY INC. PW BUILDING - MAINT REPAIRS FURNISH & INSTALL 3 SHOWER UNITS PW	9682	03/08/21	03/09/21	03/08/21	20825	763.75
										763.75

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Expenditures Register  
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2717				HIGGINS & SONS INC., CHARLES A.						
	64647	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG.	53591	03/08/21	03/09/21	03/08/21	20826	162.50
				TRAF.LIGHT REPAIR - RT.3 & WESTTOWN						
	64648	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG.	53609	03/08/21	03/09/21	03/08/21	20826	110.00
				TRAF.LIGHT REPAIR - RT.3 & MANLEY						
	64649	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG.	53555	03/08/21	03/09/21	03/08/21	20826	408.80
				TRAF.LIGHT REPAIR -VILLAGE SQUARE & BOOT RD.						
	64650	1	01433 2500	MAINT. REPAIRS.TRAFF.SIG.	53442	03/08/21	03/09/21	03/08/21	20826	271.80
				TRAF.LIGHT REPAIR - RT.352 & MANLEY						
										953.10
679				INTERCON TRUCK EQUIPMENT						
	64651	1	01432 2500	SNOW - MAINTENANCE & REPAIRS	1084882-IN	03/08/21	03/09/21	03/08/21	20827	1,180.41
				FISHER A-FRAME KIT & DISC SHOE ASSEMBLIES						
										1,180.41
719				KEEN COMPRESSED GAS COMPANY						
	64652	1	01430 2330	VEHICLE MAINT AND REPAIR	72044987	03/08/21	03/09/21	03/08/21	20828	192.00
				ACETYLENE,OXYGEN & PROPANE CYLINDRS						
										192.00
2442				KENT AUTOMOTIVE						
	64653	1	01432 2500	SNOW - MAINTENANCE & REPAIRS	9308196723	03/08/21	03/09/21	03/08/21	20829	163.37
				SWIVEL CRIMP FITTINGS						
										163.37
2028				KEYSTONE AUTO ELECTRICAL						
	64654	1	01430 2330	VEHICLE MAINT AND REPAIR	030821	03/08/21	03/09/21	03/08/21	20830	300.00
				EMERGENCY REPAIR VEHICLE CAMERA						
										300.00
739				KNOX EQUIPMENT RENTALS INC.						
	64656	1	01436 3840	STORMWATER EQUIPMENT RENTAL	68270.1.3	03/08/21	03/09/21	03/08/21	20831	247.50
				BOMAG ROLLER RENTAL - CHRISTINE LN. 2/23-2/25/21						
										247.50



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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1641	64665	1	01430 2330	NAPA AUTO PARTS VEHICLE MAINT AND REPAIR BATTERIES & CORE DEPOSITS	012929	03/08/21	03/09/21	03/08/21	20839	113.98
										113.98
3470	64666	1	01409 3745	NASK DOOR INC. PW BUILDING - MAINT REPAIRS INSTALL SPRING BLOCK ON BROKEN GARAGE DOOR	66402	03/08/21	03/09/21	03/08/21	20840	720.00
										720.00
1540	64667	1	01452 3710	NELSON, PAMELA ZUMBA ZUMBA INSTRUCTION - REGISTRATION DATES 10/13/20 - 3/4/21	030421	03/08/21	03/09/21	03/08/21	20841	690.00
										690.00
3153	64670	1	01409 7505	PECO - 01360-05046 BOOT & PAOLI LED SIGN 01360-05046 1/29-3/1/21	030221	03/08/21	03/09/21	03/08/21	20842	43.11
										43.11
1555	64671	1	01409 3840	PECO - 45168-01609 DISTRICT COURT EXPENSES 45168-01609 1/21-2/19/21 DC -GAS	022221	03/08/21	03/09/21	03/08/21	20843	2,088.10
64671	2	01409 3605	PW BLDG - FUEL, LIGHT, SEWER & WATER 45168-01609 1/21-2/19/21 PW -ELEC.	022221	03/08/21	03/09/21	03/08/21	20843	941.66	
										3,029.76
2592	64669	1	01454 3600	PECO - 45951-30004 UTILITIES 45951-30004 1/21-2/19/21 RESTROOMS	022221	03/08/21	03/09/21	03/08/21	20844	409.89
										409.89
2591	64668	1	01454 3600	PECO - 59500-35010 UTILITIES 59500-35010 1/26-2/24/21 POND PUMP	022521	03/08/21	03/09/21	03/08/21	20845	33.30
										33.30



Report Date 03/09/21

Expenditures Register  
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2108	64683	1	01487 1910	SIDELINES SPORTSWEAR & PROMOTIONS UNIFORMS 6 TALL SPORT-WICK PULLOVERS & 6 TALL CORE POLOS	7807	03/08/21	03/09/21	03/08/21	20852	437.10
										437.10
3120	64684	1	01432 2500	STTC SERVICE TIRE TRUCK CTRS INC. SNOW - MAINTENANCE & REPAIRS GOODYEAR TIRE & ALCOA WHEEL #44	887600-17	03/08/21	03/09/21	03/08/21	20853	592.50
										592.50
2231	64685	1	01409 3740	ULINE TWP. BLDG. - MAINT & REPAIRS BASEMENT SHELVING	129905813	03/08/21	03/09/21	03/08/21	20854	423.47
64686	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS WIDE SPAN STORAGE RACKS & ADDL' SHELVES	129453936	03/08/21	03/09/21	03/08/21	20854		1,279.80
										1,703.27
2868	64688	1	01409 3840	VERIZON-1420 DISTRICT COURT EXPENSES 2/16/21 - 3/15/21	7504490-021521	03/08/21	03/09/21	03/08/21	20855	86.61
										86.61
2268	64689	1	01432 2500	WERSTLER, MARGARET SNOW - MAINTENANCE & REPAIRS REIMBURSEMENT RE: DAMAGED MAILBOX	021821	03/08/21	03/09/21	03/08/21	20856	25.00
										25.00



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Expenditures Register  
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
<b>05 SEWER OPERATING</b>										
4045	64624	1	05422 3701	ACE DISPOSAL CORPORATION R.C. COLLEC.-MAINT.& REPR STAND BY TIME - JAN.12 - 26,2021	171169	03/08/21	03/09/21	03/08/21	4542	112.50
										112.50
2918	64625	1	05422 4500	ALS ENVIRONMENTAL R.C. STP-CONTRACTED SERV. RCSTP LAB TESTING 2/2/21	40-2460206	03/08/21	03/09/21	03/08/21	4543	18.00
										18.00
151	64634	1	05422 4502	BLOENSKI DISPOSAL CO, CHARLES R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS W/LINER 2/3/21	185816	03/08/21	03/09/21	03/08/21	4544	186.00
	64634	2	05422 4502	R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS W/LINER 2/8/21	185816	03/08/21	03/09/21	03/08/21	4544	186.00
	64635	1	05422 4502	R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS W/LINER 2/15/21	185885	03/08/21	03/09/21	03/08/21	4544	186.00
	64636	1	05422 4502	R.C. SLUDGE-LAND CHESTER SWITCH 20 YDS W/LINER 2/22/21	185895	03/08/21	03/09/21	03/08/21	4544	186.00
										744.00
1668	64638	1	05422 3701	EXETER SUPPLY COMPANY INC R.C. COLLEC.-MAINT.& REPR MARMAC POLYSEAL COUPLERS	370036	03/08/21	03/09/21	03/08/21	4545	252.00
	64639	1	05420 3702	C.C. COLLEC.-MAINT.& REPR. SEWER DRAINAGE COUPLINGS	370037	03/08/21	03/09/21	03/08/21	4545	463.54
	64640	1	05422 3700	R.C. STP-MAINT.& REPAIRS INTERNAL EXPANSION TOOLS	370034	03/08/21	03/09/21	03/08/21	4545	371.40
	64641	1	05422 3701	R.C. COLLEC.-MAINT.& REPR SEWER/DRAINAGE COUPLINGS	370038	03/08/21	03/09/21	03/08/21	4545	463.54
										1,550.48
739	64655	1	05420 3702	KNOX EQUIPMENT RENTALS INC. C.C. COLLEC.-MAINT.& REPR. BOMAG ROLLER RENTAL - CHRISTINE LN. 2/4-2/8/21	67612.1.4	03/08/21	03/09/21	03/08/21	4546	173.25
										173.25

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
1385				UNIVAR USA INC.						
	64687	1	05422 2440	R.C. STP- CHEMICALS	48965370	03/08/21	03/09/21	03/08/21	4547	2,365.39
				1470 GALS. ALUM. SULFATE						
										2,365.39

Report Date 03/09/21

Expenditures Register  
GL-2103-77747

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
<b>06 REFUSE</b>										
2762				AJB A.J. BLOSENSKI INC.						
64627	1	06427	4500	CONTRACTED SERV.	13129743	03/08/21	03/09/21	03/08/21	760	57,910.03
				RESIDENTIAL PICK-UP MARCH 2021						
64627	2	06427	4500	CONTRACTED SERV.	13129743	03/08/21	03/09/21	03/08/21	760	-31.77
				LESS COST OF RESIDENT'S DAMAGED TRASHCAN						
										57,878.26
4432				QUINN, JOHN						
64673	1	06427	4500	CONTRACTED SERV.	030221	03/08/21	03/09/21	03/08/21	761	31.77
				REIMBURSEMENT RE: DAMAGED TRASHCAN						
										31.77
										140,595.67
										54 Printed, totaling 140,595.67

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	77,722.02	GENERAL FUND
05	05	4,963.62	SEWER OPERATING
06	06	57,910.03	REFUSE
		140,595.67	

PERIOD SUMMARY

Period	Amount
2103	140,595.67
	140,595.67

Legend:  
 Expenditures Register Spooling to Windows Printers  
 Print those ready to UPDATE  
 Sorting by vendor  
 Printing for GL Period 2103  
 Doing a page break  
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 MARP05 run by BARBARA 9 : 35 AM  
 MARP05 run by BARBARA 9 : 35 AM

Report Date 03/11/21

Expenditures Register  
GL-2103-77808

PAGE 1

Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
<b>01 GENERAL FUND</b>										
2226				21ST CENT.MEDIA NEWS #884433						
64703	1	01401	3400	ADVERTISING - PRINTING NOTICE - BID SOLICITING	2128301	03/11/21		03/11/21		304.18
										304.18
1941				AG-INDUSTRIAL INC						
64704	1	01430	2330	VEHICLE MAINT AND REPAIR CABLE - T28	IN62844	03/11/21		03/11/21		111.07
64705	1	01430	2330	VEHICLE MAINT AND REPAIR BUSHING & FLANGE	IN62877	03/11/21		03/11/21		43.94
64706	1	01432	2500	SNOW - MAINTENANCE & REPAIRS CABLE FOR SNOW BLOWER	IN63121	03/11/21		03/11/21		-57.96
										97.05
1657				AQUA PA						
64708	1	01409	3605	PW BLDG - FUEL,LIGHT,SEWER & WATER 000496917 0309798 1/19-2/20/21 PW	022321 PW	03/11/21		03/11/21		373.31
64709	1	01409	3600	TWP. BLDG. - FUEL, LIGHT, WATER 000309801 0309801 1/22-2/24/21 BS	022621 BS	03/11/21		03/11/21		18.60
64710	1	01409	3600	TWP. BLDG. - FUEL, LIGHT, WATER 000309828 0309828 1/19-2/20/21 TB	022321 TB	03/11/21		03/11/21		454.34
64711	1	01409	3600	TWP. BLDG. - FUEL, LIGHT, WATER 000309820 0309820 1/19-2/20/21 FR	022321 FR	03/11/21		03/11/21		213.29
										1,059.54
3488				CINTAS CORPORATION #287						
64719	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS WEEK END 2/10/21 CLEAN MATS	4075509570	03/11/21		03/11/21		50.23
64719	2	01487	1910	UNIFORMS WEEK END 2/10/21 CLEAN UNIFORMS	4075509570	03/11/21		03/11/21		510.65
64720	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS WEEK END 2/24/21 CLEAN MATS	4076798558	03/11/21		03/11/21		50.23
64720	2	01487	1910	UNIFORMS WEEK END 2/24/21 CLEAN UNIFORMS	4076798558	03/11/21		03/11/21		510.65
64721	1	01409	3740	TWP. BLDG. - MAINT & REPAIRS WEEK END 3/03/21 CLEAN MATS	4077492218	03/11/21		03/11/21		50.23
64721	2	01487	1910	UNIFORMS WEEK END 3/03/21 CLEAN UNIFORMS	4077492218	03/11/21		03/11/21		510.65
										1,682.64

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
497	64722	1	01430 2330	COLLIFLOWER INC. VEHICLE MAINT AND REPAIR 6PK WRAPPED COVERS	01376832	03/11/21		03/11/21		96.56
										96.56
3752	64723	1	01432 2460	EASTERN SALT COMPANY INC. SNOW - MATERIALS & SUPPLIES 201.16 TONS ROAD SALT	INV106566	03/11/21		03/11/21		10,108.30
										10,108.30
3942	64724	1	01430 2325	FERGUSON & MCCANN INC. MAINTENANCE AND REPAIRS - FUEL TANK HUSKY 1" DIESEL NOZZLE	48851	03/11/21		03/11/21		141.00
	64725	1	01430 2325	MAINTENANCE AND REPAIRS - FUEL TANK YEARLY FUEL PUMP SERVICE	48885	03/11/21		03/11/21		239.00
										380.00
507	64726	1	01432 2500	FOX, SHIRLEY SNOW - MAINTENANCE & REPAIRS REIMBURSEMENT RE: DAMAGED MAILBOX	022321	03/11/21		03/11/21		25.00
										25.00
2631	64727	1	01401 2100	GRAPHIC IMPRESSIONS OF AMERICA INC. MATERIALS & SUPPLIES BUSINESS CARDS - DUANE BRADY	21-1391	03/11/21		03/11/21		52.00
										52.00
594	64729	1	01409 3840	HAMMOND & MCCLOSKEY INC. DISTRICT COURT EXPENSES CLEAR KITCHEN SINK DRAIN - DIST.CT.	9696	03/11/21		03/11/21		201.25
										201.25
2717	64731	1	01433 2500	HIGGINS & SONS INC., CHARLES A. MAINT. REPAIRS.TRAFF.SIG. TRAF.LIGHT REPAIR - RT.3 & CHESTER HOLLOW, RT.3 & ROSE HILL APTS., & RT. & ELLIS/FALCON	53632	03/11/21		03/11/21		727.14
										727.14

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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
679	64732	1	01430 2330	INTERCON TRUCK EQUIPMENT VEHICLE MAINT AND REPAIR PALFINGER CIGARETTE LIGHTER PLUG #8	1084920-IN	03/11/21		03/11/21		125.00
										125.00
2303	64733	1	01437 2460	KING, GIDEON GENERAL EXPENSE - SHOP DEWALT ROUTER & SURGE PROTECTOR	286616	03/11/21		03/11/21		161.98
64733	2	01409 3740	TWP. BLDG. - MAINT & REPAIRS ELECTRIC CORD - FRONT DESK	286616	03/11/21			03/11/21		14.99
64733	3	01487 1910	UNIFORMS BOOTS FOR SUMMER HELP	286616	03/11/21			03/11/21		164.20
										341.17
1641	64736	1	01430 2330	NAPA AUTO PARTS VEHICLE MAINT AND REPAIR CORE DEPOSIT REFUND	013105	03/11/21		03/11/21		-9.54
64738	1	01430 2330	VEHICLE MAINT AND REPAIR OIL FILTERS	014596	03/11/21			03/11/21		59.49
64739	1	01430 2330	VEHICLE MAINT AND REPAIR BATTERIES, AIR FILTERS, SPARK PLUGS & OIL	014595	03/11/21			03/11/21		736.49
64740	1	01430 2330	VEHICLE MAINT AND REPAIR NAPA GOLD AIR FILTER PANEL	014982	03/11/21			03/11/21		37.00
64741	1	01430 2330	VEHICLE MAINT AND REPAIR WIPER BLADES, SPINDLE ASSEMBLIES, OEM BELTS, KOHLER FUEL FILTERS	018963	03/11/21			03/11/21		853.21
										1,676.65
827	64742	1	01438 2450	NEW ENTERPRISE STONE & LIME INC. MATERIALS & SUPPLIES-HIGHWAYS 48.46 TONS STONE, AASHTO #1	7472597	03/11/21		03/11/21		1,037.04
64743	1	01438 2450	MATERIALS & SUPPLIES-HIGHWAYS 47.52 TONS STONE, AASHTO #1	7472867	03/11/21			03/11/21		1,016.92
										2,053.96
2352	64744	1	01434 3610	PECO - 99193-01400 STREET LIGHTING 99193-01400 1/22-2/22/21	030321	03/11/21		03/11/21		669.49
64744	2	01433 2470	UTILITIES - TRAFFIC LIGHTS 99193-01400 1/22-2/22/21	030321	03/11/21			03/11/21		550.55
										1,220.04

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Expenditures Register  
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
2417	64745	1	01430 2330	PPC LUBRICANTS EAST VEHICLE MAINT AND REPAIR 2 55 GAL. BLUE DEF	1882718	03/11/21		03/11/21		339.80
										339.80
3258	64747	1	01430 2330	SENN REPAIRS VEHICLE MAINT AND REPAIR REPLACE BRAKES 2015 PETERBILT #47	5676	03/11/21		03/11/21		1,303.17
										1,303.17
4434	64748	1	01367 3509	STANISZ, MEGHAN ROBOTICS PROGRAM REFUND - CANCELATION ROBOTICS CAMP	825389	03/11/21		03/11/21		160.00
64748	2	01367 3701		LADIES & YOUTH TENNIS REFUND - CANCELATION TENNIS CAMP	825389	03/11/21		03/11/21		90.00
										250.00
1389	64751	1	01414 3141	UNRUH TURNER BURKE FREES LEGAL - ZONING HEARING BOARD LEGAL SERV. 1/28-3/5/21 HOLDEN	182025	03/11/21		03/11/21		1,510.00
										1,510.00
2829	64753	1	01401 3210	VERIZON - TWP.FIOS 0001-74 COMMUNICATION EXPENSE 2/28/21 - 3/27/21	5527634-022721	03/11/21		03/11/21		109.99
										109.99
4040	64754	1	01407 2130	W3 GLOBAL SOLUTIONS LLC COMPUTER EXPENSE WEB SERVICE MANAGEMENT Q2-2021	2267	03/11/21		03/11/21		1,500.00
										1,500.00
1470	64755	1	01438 2450	WESTTOWN TOWNSHIP MATERIALS & SUPPLIES-HIGHWAYS 50% DTN WEATHER SERV. 3/2/21-3/1/22	022621	03/11/21		03/11/21		1,908.00
										1,908.00
3941	64756	1	01487 1500	WEX HEALTH INC. MISC. EMPLOYEE BENEFITS FEBRUARY 2021 FSA	0001307647-IN	03/11/21		03/11/21		50.00
										50.00

Report Date 03/11/21

Expenditures Register  
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
<b>01 GENERAL FUND</b>										
1983				YALE ELECTRIC SUPPLY CO						
	64757	1	01409 3740	TWP. BLDG. - MAINT & REPAIRS	S117479286.001	03/11/21		03/11/21		8.73
				WALL PLATE & CONNECTOR						
										8.73



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Expenditures Register  
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
<b>03 CAPITAL RESERVE FUND</b>										
3181				ROTHWELL DOCUMENT SOLUTIONS						
	64746	1	03401 7400	CAPITAL REPLACEMENT - OFFICE EQUIP	161601	03/11/21		03/11/21		6,295.00
				EPSON SURECOLOR T5470M PLOTTER PLUS						
				EPSON PLOTTER INK						
										6,295.00
4412				TOTAL SITE DEVELOPMENT INC.						
	64749	1	03457 7450	CAPITAL - HERSHEY MILL REPAIR	APPLIC.#2	03/11/21		03/11/21		19,062.00
				HERSHEY MILL DAM - APPLIC.#2						
										19,062.00
1349				TRAFFIC PLANNING & DESIGN INC.						
	64750	1	03460 7403	PAOLI PK. TRAIL - SEGMENT.C	INV.#11	03/11/21		03/11/21		2,235.48
				PAOLI PK. SHARED USE PATH PROJ.#11						
	64750	2	03460 7404	PAOLI PK. TRAIL - SEGMENT.D	INV.#11	03/11/21		03/11/21		2,235.48
				PAOLI PK. SHARED USE PATH PROJ.#11						
	64750	3	03460 7405	PAOLI PK. TRAIL - SEGMENT.E	INV.#11	03/11/21		03/11/21		2,235.48
				PAOLI PK. SHARED USE PATH PROJ.#11						
										6,706.44

Report Date 03/11/21

Expenditures Register  
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
<b>05 SEWER OPERATING</b>										
2918				ALS ENVIRONMENTAL						
	64707	1	05422 4500	R.C. STP-CONTRACTED SERV. LAB TESTING RCSTP - 1/26-2/9/21	40-2461414	03/11/21		03/11/21		342.00
										342.00
1658				AQUA PA						
	64712	1	05420 3604	MILL VAL./BARKWAY UTILITIES 000363541 0357724 1/19-2/20/21 BK	022321 BK	03/11/21		03/11/21		18.83
	64713	1	05420 3602	C.C. COLLECTION -UTILITIES 000305003 0305003 1/25-2/25/21 WW	030121 WW	03/11/21		03/11/21		31.93
	64714	1	05420 3602	C.C. COLLECTION -UTILITIES 000309826 0309826 1/22-2/24/21 TH	022621 TH	03/11/21		03/11/21		45.66
	64715	1	05420 3602	C.C. COLLECTION -UTILITIES 000300141 0300141 1/19-2/20/21 GH	022321 GH	03/11/21		03/11/21		18.60
	64716	1	05422 3601	R.C. COLLEC.-UTILITIES 001533998 1087842 1/22-2/24/21 TWN	022621 TWN	03/11/21		03/11/21		81.31
										196.33
2914				BIG FISH ENVIRONMENTAL SERVICES INC.						
	64717	1	05422 4500	R.C. STP-CONTRACTED SERV. SERVICE RE: RCSTP JANUARY 2021	21-0131	03/11/21		03/11/21		13,617.46
	64718	1	05422 4500	R.C. STP-CONTRACTED SERV. SERVICE RE: RCSTP FEBRUARY 2021	21-0228	03/11/21		03/11/21		15,676.16
										29,293.62
569				GREAT VALLEY LOCKSHOP						
	64728	1	05422 3700	R.C. STP-MAINT. & REPAIRS REPLACEMENT OF SEWER PLANT DOOR	2021000508	03/11/21		03/11/21		4,427.99
										4,427.99
797				M&S SERVICE COMPANY						
	64734	1	05422 3700	R.C. STP-MAINT. & REPAIRS SERV.CALL RC WWTP REPAIR FLOW METER	10525-20JL	03/11/21		03/11/21		150.00
	64734	2	05422 3701	R.C. COLLEC.-MAINT. & REPR SERV.CALL RC WWTP REPAIR FLOW METER	10525-20JL	03/11/21		03/11/21		150.00
										300.00
813				MAIN LINE CONCRETE						
	64735	1	05420 3702	C.C. COLLEC.-MAINT. & REPR. 2 YDS CONCRETE - CHRISTINA LANE	475455	03/11/21		03/11/21		454.00
										454.00

Report Date 03/11/21

Expenditures Register  
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Vendor	Req #	Budget#	Sub#	Description	Invoice Number	Req Date	Check Dte	Recpt Dte	Check#	Amount
<b>05 SEWER OPERATING</b>										
2773				VERIZON - PW FIOS 0001-15						
64752	1	05422	3601	R.C. COLLEC.-UTILITIES	7528031-022721	03/11/21		03/11/21		111.99
				2/28/21 - 3/27/21						
										111.99
										94,319.54
0 Printed, totaling										94,319.54

FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	27,130.17	GENERAL FUND
03	03	32,063.44	CAPITAL RESERVE FUND
05	05	35,125.93	SEWER OPERATING
		94,319.54	

PERIOD SUMMARY

Period	Amount
2103	94,319.54
	94,319.54

Legend:

- Expenditures Register Spooling to Windows Printers
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- MARP05 run by BARBARA 12 : 01 PM
- MARP05 run by BARBARA 12 : 01 PM



**Memo**  
**East Goshen Township**  
**1580 Paoli Pike**  
**West Chester, PA 19380**  
Voice (610) 692-7171  
Fax (610) 425-8950  
E-mail [rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org)

Date: March 4, 2021  
To: Daily Local News, Legal Advertising  
From: Rick Smith, Township Manager  
Re: Bid Notice

Please publish on Friday March 5, 2021.  
I do not need a proof of publication.  
Thank You

**March 16, 2021** - East Goshen Township will be accepting electronic bids for the sale of a 2010 Case 521E Rubber Tire Loader until **March 16, 2021 at 2:00 PM**. To submit a bid go to [www.municibid.com](http://www.municibid.com).

The Loader is being sold "As Is -Where Is". The successful bidder is responsible for all transportation costs and must make payment to the Township in the full amount of the successful bid by certified check and remove the machine within ten (10) business days of bid award

The Loader can be inspected at the East Goshen Township Building, 1580 Paoli Pike, West Chester PA 19380 Monday thru Friday from 8:00 am to 4:30 pm. The Township reserves the right to reject any and all bids.

Mark S. Miller  
Director of Public Works

Date: March 12, 2021

To: Board of Supervisors

From: Mark Miller

Ref: Wheel Loader

We were scheduled to replace the wheel loader last year as it was fully depreciated, however due to the economy we deferred the replacement until this year.

At your last meeting the Board agreed to put the old wheel loader up for sale on Municbid. The bidding does not close until Tuesday at 2 pm, but the high bid is currently \$5,000 more than what was being offered if we traded it in.

We evaluated several machines and I would recommend the Board purchase a 2021 Caterpillar 926M Wheel Loader from Foley Inc. since it would best suit our needs and they participate in CoStars.

Suggested Motion: Mr. Chairman we recommend that the Board purchase a Caterpillar 926M Wheel Loader from Foley, Inc. in the amount of \$182,400.

# BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

CHESTER COUNTY

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

To: Board of Supervisors

From: Mark Miller

RE: Tree Pruning and Tree Removal Bid

Bids were opened March 8, 2021 at 10:00 am for tree pruning and tree removal for East Goshen Township. Knight Bros. Inc. was the only bid submitted. I recommend the bid be awarded to Knight Bros., Inc., they have not changed their pricing in three years.

The Bid results are as follows:

Knight Bros., Inc.	\$17,540.00
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# 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:** 3/12/2021  
**To:** Board of Supervisors  
**From:** Mark Gordon, Zoning Officer *mlg*  
**Re:** Pipeline Awareness Study Ordinances

Dear Board Members,

After much thought and consideration by the Planning Commission, Staff and the Solicitor, has prepared a "Pipeline Awareness Ordinance". The PC believes that this approach best suits the "Planning" needed for future development, re-development, or changes in use, for properties within close proximity to pipelines within the Township.

Please see the attached draft ordinance and recommendation from the Planning Commission for discussion.

The ordinance before you this evening adds a requirement in the codes for applicants to prepare a "Pipeline Awareness Study" for the following circumstances:

- Land Development / Sub division of land within 660 feet of the centerline of any Hazardous Liquid Pipeline or Natural Gas Transmission Pipeline.
- Planned residential development (PRD) where the tract proposed to be developed is located within 660 feet of the centerline of any Hazardous Liquid Pipeline or Natural Gas Transmission Pipeline.
- As part of a conditional use application for a specific principal uses where the tract proposed for the principal use is located within 660 feet of the centerline of any Hazardous Liquid Pipeline or Natural Gas Transmission Pipeline.

The 660 foot requirement is outlined in both the Pipeline Hazard Materials Safety Administration (PHMSA) and the Pipelines and Informed Planning Alliance (PIPA) as the appropriate planning distance for both Natural Gas and Hazardous Liquids Pipelines.

**STAFF RECOMMENDATION:** Staff recommends that the BOS review the ordinance and the PC recommendation. The next steps, if the Board decides to move forward, will be:

1. Send the ordinance to the CCPC for their review and comment
2. Schedule a hearing to consider adoption of the ordinance.

**DRAFT MOTION:** Mr. Chairman, I move that we direct staff to forward the ordinance to the CCPC for review and comment and schedule a hearing for adoption.

EAST GOSHEN TOWNSHIP  
PLANNING COMMISSION

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

March 8, 2021

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

Re: Pipeline Awareness Study Ordinance

Dear Board Members:

As you know the Planning Commission has been discussing the topic of Pipeline safety since late 2019. The following will summarize the lifecycle of these discussions and provide you with the methodology that the Commission followed to develop the ordinance and the basis for our recommendation.

**Executive Summary:**

The Planning Commission (PC) has focused on the development of an Ordinance to address land use planning as it relates to pipeline safety since late 2019. In 2020 the PC made this a goal for 2020. The Township Pipeline Taskforce (Taskforce) brought concerns and questions regarding pipeline safety to the PC in late 2019, which initiated the effort to review potential regulatory avenues to address those concerns. The PC has considered the input provided by the Taskforce, the township Solicitor, the township staff, and the public during public PC meetings and has developed a Pipeline Awareness Study Ordinance for your consideration.

The intent of the Pipeline Awareness Study Ordinance is to provide the landowner and developer awareness of pipelines in the proximity of the property which is being developed, so that appropriate considerations can be made during the planning process.

The proposed Pipeline Awareness Study Ordinance includes amendments to both the SALDO and the Zoning Ordinance to cover potential development and redevelopment situations appropriately; including Subdivision Applications, Land Development Applications, and Conditional Use Applications for certain principal uses. The Ordinance requires applicants to prepare a "Pipeline Awareness Study" for the following situations:

- Any subdivision or land development application for a tract within 660 feet of the centerline of any Hazardous Liquid Pipeline or Natural Gas Transmission Pipeline:
- Any application for a Planned residential Development (PRD) where the tract proposed to be developed is located within 660 feet of the centerline of any Hazardous Liquid Pipeline or Natural Gas Transmission Pipeline: and



- As part of a conditional use application for specific principal uses where the tract proposed for the principal use is located within 660 feet of the centerline of any Hazardous Liquid Pipeline or Natural Gas Transmission Pipeline:

The proposed ordinance balances the need for safety and the reality of compliance in a community with a significant number of pipelines and a high percentage of development.

### **Development of the Ordinance:**

The following is a summary of steps taken by the PC, Township staff, and the Township Solicitor to develop the proposed Pipeline Awareness Study ordinance.

- The Chair of the PC and several members attended several Taskforce Meetings to understand the concerns of the Taskforce. Members of the Taskforce provided input at PC meetings and provided email correspondence with the PC and Township staff:
- At the request of the Taskforce the PC reviewed the following pipeline risk assessments drafted by consultants working for Chester County Association of Township Officials (CCATO):
  - Quest Consultants Inc. prepared for Del-Chesco United for Pipeline Safety and Clean Air Council Philadelphia PA,
  - G2 Integrated Solutions Mariner East 2 Pipeline and Existing Adelphia Pipeline Risk Assessments prepared for Delaware County,
  - JH Consulting, LLC prepared for Thornbury Township, in Delaware County.
- At the request of the Taskforce the PC reviewed the model ordinances from CCATO and ordinances enacted in several other townships. The Commission meet with the Taskforce to discuss concerns with the ordinances and to continue dialogue.
- The model ordinances were reviewed by the Solicitor and comments shared with the PC and those in attendance at the Commission Meeting.
- The Township staff developed a GIS tool which modeled the setback distances outlined in the model ordinance on a map and provided data on how many parcels could be impacted by those distances. The GIS tool was demonstrated at a PC meeting and the results of this effort were provided to the PC and also forwarded to the Board of Supervisors.
- The PC requested information on the basis for “Setback distances or Buffer Zones”. Taskforce members in attendance at a Commission meeting responded the basis is provided in the Risk Assessment noted above. The PC reviewed those assessments again to understand the basis.
- Throughout the ordinance drafting process communication with the Taskforce was maintained through issuance of the PC meeting agenda and email correspondence with Taskforce members regarding the draft ordinances. Comments received were reviewed by the PC and incorporated as deemed appropriate.

- The Township Solicitor has reviewed all major drafts written to address the Taskforce and the PC concerns regarding pipelines and land use planning. The Solicitor's comments were provided at the PC meetings.

### **Summary of the PC position on significant topics:**

**1. Setback or Buffer Zones:** The PC spent significant time discussion pipeline setbacks for future development. Input was received from several sources including the Taskforce, Model Ordinances, and the Risk Analysis provided by the Taskforce. Some of the concerns are:

- What is the appropriate planning distance from pipelines? Several different distances were referenced in the documents reviewed:
- Buildings located within the suggested buffer zones have the potential to become non-conforming. Given the number of parcels the PC was concerned about creating an unnecessary burden on landowners, also exposing the Township to additional legal challenges:
- The Risk Assessments reviewed by the PC (specifically Quest Consultants Inc. prepared for Del-Chesco United for Pipeline Safety and Clean Air Council Philadelphia PA) utilized distance from the pipeline to determine consequence, which is one input to risk. The risk of an accident is the combination of probability of an accident combined with the consequence. Utilization of one input provides a potential unwarranted burden on landowners and the township. For example, in one set of figures the annual probability of a fatality risk at 500-750 ft. is on the order of  $10^{-6}$  which means one chance in one million years for a person at that distance for 24 hours/day for 365 days. This is one of many factors that make a distance based on consequence unreasonable.
- A comment from a member of the Taskforce suggested each parcel would require a specific calculation based on the size, and the material being transported in the pipeline. The PC acknowledged the comment; however, the township has no control over the fluid in the pipeline and a calculation performed at one time may not apply at a later time.

The PC wanted a reasonable distance from the pipeline to trigger the requirement for a Pipeline Awareness Study. The PC decided on a 660-foot requirement as outlined by the Pipeline Hazard Materials Safety Administration (PHMSA) and the Pipeline and Informed Planning Alliance (PIPA). Since this standard is recognized by both PHNSA and PIPA the PC believes this is the appropriate planning distance for both Natural Gas and Hazardous Liquids Pipelines.

**2. Adopt the Model Ordinances:** The Taskforce recommended adoption of the Model Ordinances as written and suggested that no changes were needed. The Commission, Township staff, and Township Solicitor reviewed the Model Ordinances and determined the ordinances had sections that were questionable or placed an unreasonable burden on landowners given the makeup and density of existing development in East Goshen Township, and some requirements could lead to expensive legal challenges in the future. The Commission decided a Pipeline Awareness Study Ordinance would be

more appropriate and although the depth of regulation suggested by the Taskforce and public comments are not fully implemented, the proposed ordinance provides a level of regulation which the PC believes adequately addresses health, safety and welfare.

**Conclusion:**

The intent of the Pipeline Awareness Study Ordinance is to provide the landowner and developer increased awareness of pipelines in the proximity of the property which is being developed, so that appropriate considerations can be made during the planning process.

The PC believes the Pipeline Awareness Study Ordinance incorporates the appropriate measures to insure that future development in proximity to pipelines is planned in such a way that to enhance public safety.

**PC Recommendation:**

At our meeting on February 3, 2021 the Planning Commission unanimously passed the following motion:

***“Mr. Chairman, I move that we recommend the Board of Supervisors adopt the Pipeline Awareness Study Ordinance amendment as presented by staff and Township Solicitor with the minor formatting edits identified this evening.”***

Sincerely,



Ernest J. Harkness, PE  
Planning Commission Chairman

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

**ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE EAST GOSHEN TOWNSHIP CODE, CHAPTER 205 TITLED “SUBDIVISION AND LAND DEVELOPMENT” SECTION 205-7 TITLED “DEFINITIONS” TO ADD A DEFINITION FOR HAZARDOUS LIQUID PIPELINE AND NATURAL GAS TRANSMISSION PIPELINE AND TO ADD A NEW SECTION 205-40.1 TITLED “PIPELINE AWARENESS STUDY”; AMENDING CHAPTER 240 OF THE EAST GOSHEN TOWNSHIP CODE, TITLED “ZONING” SECTION 240-31.B(3) AND (7) TO REQUIRE A PIPELINE AWARENESS STUDY TO BE SUBMITTED AS PART OF CERTAIN CONDITIONAL USE APPLICATIONS.**

BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Goshen Township pursuant to the Board’s power to adopt ordinances necessary to secure the health, safety and welfare of the citizens of the Township pursuant to Section 1506 of the Second-Class Township Code, 53 P.S. §66506, and pursuant to the authority in the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101 *et seq.*, the Board enacts and ordains as follows:

**SECTION 1.** Chapter 205 of the East Goshen Township Code, titled, “Subdivision and Land Development”, Section 205-7 titled “Definitions” shall be amended by adding the following new definitions:

**Hazardous Liquid Pipeline** - any pipeline designed for transmission of a hazardous liquid as regulated by CFR Title 49, Section 195.2.

**Natural Gas Transmission Pipeline** – any transmission pipeline regulated by CFR Title 49, Section 192.3.

**SECTION 2.** Chapter 205 of the East Goshen Township Code, titled, “Subdivision and Land Development” shall be amended to add a new Section 205-40.1 titled “Pipeline Awareness Study” which shall provide as follows:

**“§ 205-40.1 Pipeline Awareness Study.**

A. Applicability. A Pipeline Awareness Study (“Pipeline Study), prepared by and sealed by a professional engineer licensed in the Commonwealth of Pennsylvania shall be submitted to the Township, with the following submissions:

(1) As part of a preliminary plan submission for any land development application where the tract proposed to be developed is located within 660 feet of the centerline of any Hazardous Liquid Pipeline or Natural Gas Transmission Pipeline.

(2) As part of a tentative plan submission for any application for a planned residential development (PRD) where the tract proposed to be developed is located within 660 feet of the centerline of any Hazardous Liquid Pipeline or Natural Gas Transmission Pipeline.

(3) As part of a conditional use application for a principal use of property where the tract proposed for the principal use is located within 660 feet of the centerline of any Hazardous Liquid Pipeline or Natural Gas Transmission Pipeline:

- (a) Any residential development.
- (b) Township park.
- (c) Place of worship or religious institution, excluding hospitals, sanitariums, penal or corrective institutions.
- (d) Public or private primary or secondary school.
- (e) Publicly owned recreation.
- (f) Public utility facility.
- (g) Private recreation facility.
- (h) Church or place of worship.
- (i) Nursing home or personal-care center.
- (j) Life-care center.
- (k) Business and professional offices.
- (l) Gasoline service station, which may include the sale of gasoline as an accessory use.
- (m) Shopping center.
- (n) Day care, child or adult.
- (o) Hotel or motel.
- (p) Mobile/manufactured home park in accordance with § 205-64B of this Chapter 205.
- (q) Medical facility for patient care that is supplementary to normal hospital services, but not including a hospital.
- (r) Hospital.
- (s) Cyber charter school campus
- (t) Conference center.
- (u) Treatment center.
- (v) Exercise/health/tennis clubs.
- (x) Fire or ambulance station.

B. Contents. The Pipeline Study shall contain the following information:

(1) Background information.

(a) A general description of the tract subject to the application, including lot area, topography, watercourses, vegetation, landscaping, existing improvements including buildings, structures, driveways, parking, loading areas, fire hydrants, surrounding uses, etc.

(b) A specific description of the Hazardous Liquid Pipelines and Natural Gas Transmission Pipelines located within 660 feet of the tract which is the subject of the proposed land development, PRD or conditional use which shall include:

[1] Size of pipeline.

[2] Number of pipelines.

[3] Width of easement.

[4] Materials transported through the pipeline.

(2) Applicant's engineer shall prepare an assessment of the potential impacts to health, safety and welfare of the occupants and buildings associated with the proposed land development, PRD or conditional use due to the proximity of the Hazardous Liquid Pipeline or Natural Gas Transmission Pipeline.

(3) Measures that the Applicant may implement to mitigate the potential impacts to the health, safety and welfare of the occupants and buildings associated with the proposed land development, PRD or conditional use, including but not limited to: design alternatives, reconfiguration of buildings, access driveways, interior driveways and parking lots, additional means of access, additional and/or enhanced fire protection measures and devices, enhanced emergency communication systems, use of specific building materials, increased setbacks, buffering, landscaping, conservation of existing vegetation, and any other appropriate measures permitted under the terms of this chapter and other Township ordinances.

C. As part of the review of the preliminary plan submission, tentative PRD plan submission or conditional use submission for the uses specified in §205-40.1.A(3) above, the Planning Commission and Board shall consider the contents of the Pipeline Study and evaluate if the respective plans appropriately address the potential impacts to the health, safety and welfare of the occupants and buildings associated with the Hazardous Liquid Pipelines and Natural Gas Transmission Pipelines located within 660 feet of the tract which is the subject of the proposed land development, PRD or conditional use. The Planning Commission and Board may seek input from the Emergency Management Coordinator, Fire Marshall, Fire Chief, utility providers, Township Authorities, Boards and Commissions or any other person or entity with experience or knowledge of Hazardous Liquid Pipelines and Natural Gas Transmission Pipelines. As a result of such review, the Planning Commission and Board may require the

Applicant to revise its plans to mitigate potential impacts to the health, safety and welfare of the occupants and buildings caused by the proximity of the Hazardous Liquid Pipeline or Natural Gas Transmission Pipeline to the proposed development, PRD or use.

D. In addition to submitting the Pipeline Study, in cases where there is a Hazardous Liquid Pipeline or Natural Gas Transmission Pipeline on or under the tract to be developed for the applications referred to in §205-40.1A(1), (2) or (3), the applicant shall provide to the operator of the Hazardous Liquid Pipeline and Natural Gas Transmission Pipeline a copy of the plans and applications filed with the Township. The applicant shall request the pipeline operator(s) to review the proposed development plans and submit written verification that the pipeline operator(s) has received and reviewed the development plans and provided comments concerning the impact the development will have upon the integrity of the pipeline(s). The applicant shall submit to the Township all comments received from the operator or a notice from the operator indicating that the operator has no comments. If the operator does not respond within 30 days after being contacted and provided information by the applicant, the Township may waive the requirement for written verification.

**SECTION 3.** Chapter 240 of the East Goshen Township Code, titled, "Zoning" shall be amended by amending Section 240-31.B(3) to add the following sentence at the end of the existing language:

"In addition to the development plans, an applicant shall submit a Pipeline Awareness Study for the following uses when such uses are the principal use of a tract and are permitted as a conditional use:

- (a) Any residential development.
- (b) Township park.
- (c) Place of worship or religious institution, excluding hospitals, sanitariums, penal or corrective institutions.
- (d) Public or private primary or secondary school.
- (e) Publicly owned recreation.
- (f) Public utility facility.
- (g) Private recreation facility.
- (h) Church or place of worship.
- (i) Nursing home or personal-care center.
- (j) Life-care center.
- (k) Business and professional offices.
- (l) Gasoline service station, which may include the sale of gasoline as an accessory use.
- (m) Shopping center.
- (n) Day care, child or adult.
- (o) Hotel or motel.
- (p) Mobile/manufactured home park in accordance with § 205-64B.

- (q) Medical facility for patient care that is supplementary to normal hospital services, but not including a hospital.
- (r) Hospital.
- (s) Cyber charter school campus
- (t) Conference center.
- (u) Treatment center.
- (v) Exercise/health/tennis clubs.
- (w) Fire or ambulance station.

**SECTION 4.** Chapter 240 of the East Goshen Township Code, titled, "Zoning" shall be amended by amending Section 240-31.B(7) to add the following sentence at the end of the existing language:

"The Board shall require an applicant to submit a Pipeline Awareness Study for the uses specified in Section 240-31.B(3) above."

**SECTION 5. 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 6. 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 7. Effective Date.** This Ordinance shall become effective five days from the date of adoption.



ENACTED AND ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**EAST GOSHEN TOWNSHIP  
BOARD OF SUPERVISORS**

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

\_\_\_\_\_  
David E. Shuey, Chair

\_\_\_\_\_  
Michael P. Lunch, Vice-Chair

\_\_\_\_\_  
John Hertzog, Member

\_\_\_\_\_  
E. Martin Shane, Member

\_\_\_\_\_  
Michele Truitt, 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: 3/11/2020

To: Board of Supervisors

From: Mark Gordon, Township Zoning Officer

Re: Construction Bid / Segment A of the Paoli Pike Trail

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Dear Board Members,

The PennDOT bids are in for the construction project of Segment A of the Paoli Pike Trail.

Road-Con, Inc.	\$566,109.10
Marino Corporation	\$582,090.20
Construction Masters Services, LLC	\$767,847.80

We received \$483,000 in TAP grant funds. The bid exceeds the awarded grant by \$83,109.10.

McMahon Associates has reviewed the bid and detailed bid documents submitted by the low bidder (Road-Con). The overrun is primary centered around the culvert pipe extension work needed. McMahon believes that the Road-Con bid is still in line with costs they are seeing on other projects for the following reasons.

- The cost estimate for the TAP – Set Aside Grant Application was created in 2017.
- Since that time the industry has seen significant material cost increases due to several factors, the largest being COVID.
- Some line items may be overestimated and could come in under during construction

#### OPTIONS:

1. Board accepts the Road-Con bid. At the end of the project including any overruns (if any), we would request assistance from PennDOT to cover the total increased costs above the original Grant Award. This situation is common. Final cost overruns are reviewed and if funds are still available in that particular grant program, PennDOT may agree to a cost sharing of the overages.
2. Ask PennDOT to consider increasing the grant award now. This would require a time extension from the contractor (Road-Con), they could agree to the extension however

they could then adjust their bid which may come in higher than their initial bid. This could require us to go with Bid #2 which is already ~\$16,000 higher than the low bid by Road-Con.

Here's the math provided by Joe Natale, our PennDOT project engineer:

*\$566,109.10 (Bid total) / 99% (accounting for PennDOT incurred costs) - \$483,000.00 (original grant) = \$88,823.37. This is approximately the amount needed to cover the shortfall.*

**Staff Recommendation:**

Staff believes option one is the best course of action because we know the worst case scenario, assuming the construction comes in on budget, we are only responsible for the \$88K. We believe are in a good position to ask for assistance from PennDOT at the end of the construction of Segment A considering the fact that the construction for C,D,E, (which was also awarded TAP funding) is projected to come in under budget by ~\$269,000. We are confident that we can keep the project at or under budget as we did with Segments C,D,& E. Option two present too many unknowns and could throw a wrench into the process.

Staff suggests using Township capital reserve funds to cover this unforeseen shortfall in the awarded grant for Segment A.

**Draft Motion:**

Mr. Chairman, I move that the Board of Supervisors authorize staff to begin the bid acceptance process with PennDOT to award the construction contract for Segment A of the Paoli Pike Trail to Road-Con Inc. for \$566,109.10.



February 20, 2021

Pennsylvania Department of Environmental Protection  
Watershed Management  
Permits and Technical Services Section  
2 East Main Street  
Norristown, PA 19401-4915

Attention: Ms. Ranjana Sharp, P.E.

Re: GP-5 Utility Stream Crossing  
Margo Lane – A65789 – 635.20 Water Main Project  
East Goshen Township, Chester County, Pennsylvania

Dear Ms. Sharp:

Aqua Pennsylvania has initiated a project for the installation of approximately 2,508 feet of water main on Margo Lane from N Chester Road (SR 0352) to a point approximately 260 feet NW of Williams Way in East Goshen Township, Chester County, Pennsylvania. The new water main will be 6-inch diameter ductile iron (DIP), 8-inch diameter ductile iron (DIP), and 8-inch diameter high-density polyethylene (HDPE). The work will take place within the existing roadway. The new water main will also be installed under a corrugated metal pipe (CMP) that carries an Unnamed Tributary to Hunters Run and under a reinforced concrete pipe (RCP) that carries an Unnamed Tributary to Hunters Run. We are submitting to you a complete GP-5 permit application for your review.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "JP Cunningham".

Joseph P. Cunningham, Jr.  
Estimator  
610-525-1400 x52347  
610-645-1055 fax  
jpcunningham@aquaamerica.com