

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
1580 Paoli Pike, 2nd Floor
Tuesday, August 15, 2023
7:00 PM

To Join Zoom Meeting:

Link: <https://us02web.zoom.us/j/89357492756>

Dial In Number: 1 929 205 6099

Meeting ID: 893 5749 2756

During this *hybrid* BOS meeting, public comment will be handled as follows:

- The Zoom public is asked to remain muted during the meeting when the Board is talking.
 - If you do not wish to be seen on the Board Room TVs or the YouTube Recording, your camera must be turned off via Zoom.
 - In-person public participants will be given the ***first*** opportunity to comment and ask questions on each agenda item that requires a Board vote.
 - The Zoom public participants will be given the ***second*** opportunity to comment and ask questions on each agenda item that requires a Board vote.
 - Zoom participants wishing to comment must raise their hand icon, state their name, and must speak one at a time.
1. Call to Order (7:00 PM)
 2. Pledge of Allegiance
 3. Moment of Silence

Announce that this meeting is being recorded via Zoom. A recording will be uploaded later to the Township's YouTube channel for viewing.
 4. Chairman's Report (7:05 PM to 7:10 PM)
 - a. The rescheduled Community Day will be Saturday, August 26th starting at 5:00 PM. Fireworks will be held that night.
 - b. The board met in executive session prior to this meeting to discuss legal matters.
 5. Emergency Services Reports (7:10 to 7:20 PM)
 - a. WEGO – Chief Brenda Bernot
 - b. Goshen Fire Co – July 2023
 - c. Malvern Fire Co – July 2023
 - d. Good Fellowship – July 2023
 6. Public Hearings - None
 7. Financial Report – As of July 31, 2023 (7:20 PM to 7:25 PM)
 8. Approval of Minutes and Treasurer's Report (7:25 PM to 7:30 PM)
 - a. Minutes – None
 - b. Treasurer's Report – July 27, 2023 to August 10, 2023
 9. Old Business
 - a. Ordinance 129-G-2023 Comcast Cable Franchise Agreement (7:30 PM to 7:45 PM)
 10. New Business
 - a. Minimum Municipal Obligation (MMO) for 2024 (7:45 PM to 7:50 PM)
 - b. Chester Ridley Crum (CRC) Watershed Association – Applebrook Park Tree Planting proposal - Discussion only. (7:50 PM to 8:00 PM)
 11. Standing Issues/Projects (8:00 PM to 8:15 PM)
 - a. Milltown Dam Project

- b. Milltown Pocket Park
- c. Bow Tree Pond
- 12. Any Other Matter
- 13. Public Comment (8: 15 PM to 8: 30PM)
- 14. Liaison Reports
- 15. Correspondence, Reports of Interest.
- 16. Adjournment (8: 30PM)

Meetings & Dates of Importance

| <i>Date</i> | <i>Meeting</i> | <i>Time</i> |
|--------------|--|-------------|
| August 17 | Futurist | 7:00pm |
| August 22 | Planning Commission | 7:00pm |
| August 26 | Community Day | 5:00pm |
| August 28 | ESAC | 6: 30pm |
| September 4 | Township Office Closed | |
| September 5 | Board of Supervisors | 7:00pm |
| September 7 | Park & Rec Commission | 7:00pm |
| September 11 | Municipal Authority | 7:00pm |
| September 12 | BOS Special Budget Meeting -General Fund | 7:00pm |
| September 13 | Conservancy Board | 7:00pm |
| September 14 | Pipeline Task Force | 5: 30pm |
| September 16 | EGT Yard Sale | 9:00am |
| September 19 | Board of Supervisors | 7:00pm |
| September 21 | Futurist Committee | 7:00pm |
| September 25 | ESAC | 6: 30pm |
| September 26 | Planning Commission | 7:00pm |
| October 3 | Board of Supervisors | 7:00pm |
| October 5 | Park & Rec Commission | 7:00pm |
| October 9 | Township Office Closed | |
| October 11 | Conservancy Board | 7:00pm |
| October 12 | Pipeline Task Force | 5:30pm |
| October 17 | Board of Supervisors | 7:00pm |
| October 18 | Futurist Committee | 7:00pm |
| October 23 | ESAC | 6: 30pm |
| October 24 | Planning Commission | 7:00pm |

Goshen Fire Company Monthly Operations Report

July 2023



Monthly Overview

July was a busy month for the Goshen Fire Company:

- Preparing for and hosting the Goshen Country Fair
- High volume of fire calls, primarily due to storm-related responses
- Above-average number of EMS calls

| Fire Responses per Municipality | Monthly Responses | Monthly Manhours | YTD 2023 Responses | YTD 2023 Manhours | YTD 2022 Responses | YOY Variance |
|---------------------------------|-------------------|------------------|--------------------|-------------------|--------------------|--------------|
| East Goshen | 29 | 124 | 173 | 552 | 110 | 57% |
| West Goshen | 25 | 72 | 127 | 354 | 113 | 12% |
| Westtown | 8 | 34 | 36 | 108 | 46 | -22% |
| Willistown | 7 | 24 | 25 | 83 | 22 | 14% |
| Other | 6 | 10 | 42 | 150 | 38 | 11% |
| Total - Fire | 75 | 264 | 403 | 1247 | 329 | 22% |

| Fire Police Responses per Municipality | Monthly Responses | Monthly Manhours | YTD 2023 Responses | YTD 2023 Manhours | YTD 2022 Responses | YOY Variance |
|--|-------------------|------------------|--------------------|-------------------|--------------------|--------------|
| East Goshen | 11 | 42 | 61 | 222 | 53 | 15% |
| West Goshen | 6 | 24 | 68 | 158 | 72 | -6% |
| Westtown | 5 | 7 | 36 | 126 | 39 | -8% |
| Willistown | 5 | 18 | 25 | 108 | 21 | 19% |
| Other | 4 | 20 | 38 | 131 | 33 | 15% |
| Total - Fire Police | 31 | 111 | 228 | 745 | 218 | 5% |

| EMS Responses per Municipality | Monthly Responses | Monthly Manhours | YTD 2023 Responses | YTD 2023 Manhours | YTD 2022 Responses | YOY Variance |
|--------------------------------|-------------------|------------------|--------------------|-------------------|--------------------|--------------|
| East Goshen | 173 | 270 | 1233 | 1990 | 1123 | 10% |
| West Goshen | 139 | 193 | 952 | 1376 | 879 | 8% |
| Westtown | 36 | 48 | 231 | 374 | 225 | 3% |
| Willistown | 23 | 45 | 154 | 293 | 176 | -13% |
| Other | 21 | 23 | 109 | 127 | 112 | -3% |
| Total - EMS | 392 | 579 | 2679 | 4160 | 2515 | 7% |

| Total Responses per Municipality | Monthly Responses | Monthly Manhours | YTD 2023 Responses | YTD 2023 Manhours | YTD 2022 Responses | YOY Variance |
|------------------------------------|-------------------|------------------|--------------------|-------------------|--------------------|--------------|
| East Goshen | 213 | 436 | 1467 | 2764 | 1286 | 14% |
| West Goshen | 170 | 289 | 1147 | 1888 | 1064 | 8% |
| Westtown | 49 | 89 | 303 | 608 | 310 | -2% |
| Willistown | 35 | 87 | 204 | 484 | 219 | -7% |
| Other | 31 | 53 | 189 | 408 | 183 | 3% |
| Total - Goshen Fire Company | 498 | 954 | 3310 | 6152 | 3062 | 8% |

Goshen Fire Company Monthly Operations Report

July 2023



Monthly Updates

Key Indicators

| | | |
|--|-----|-----|
| Patients Treated | 319 | |
| Patients 65 and Over | 247 | 77% |
| EMS Calls to Assisted Living and Retirement Facilities | 199 | 51% |
| Automatic Fire/CO Alarms | 27 | 36% |

Major Incidents

| | |
|---|-----------|
| Carbon Monoxide Incident - Bellingham - East Goshen | 7/2/2023 |
| Dwelling Fire - 81 Rosemont Ave - East Whiteland | 7/5/2023 |
| Carbon Monoxide Incident - Bellingham - East Goshen | 7/8/2023 |
| Carbon Monoxide Incident - Bellingham - East Goshen | 7/16/2023 |
| Trash Truck Fire - RT 3 & Valley Dr - East Goshen | 7/28/2023 |

Fundraising Activities

| | |
|--|----------|
| Goshen Country Fair - July 31 - August 5 | |
| 15 Week Club Raffle | Upcoming |

Personnel Updates

| | |
|------|--|
| None | |
|------|--|

Apparatus Updates

| | |
|------|--|
| None | |
|------|--|



Goshen Fire Company Monthly Automatic Alarm Report

July 2023

| DATE | ADDRESS | TOWNSHIP | INCIDENT TYPE | # Calls This Year | # Calls Last 12 Mos. |
|-----------|------------------------|-------------|--|-------------------|----------------------|
| 7/6/2023 | 1451 WEST CHESTER PIKE | East Goshen | 745 - Alarm system activation, no fire - unintentional | 1 | 1 |
| 7/8/2023 | 929 MONTE VISTA DR | East Goshen | 743 - Smoke detector activation, no fire - unintentional | 1 | 1 |
| 7/9/2023 | 1308 WEST CHESTER PIKE | East Goshen | 743 - Smoke detector activation, no fire - unintentional | 1 | 1 |
| 7/15/2023 | 782 INVERNESS DR | East Goshen | 744 - Detector activation, no fire - unintentional | 1 | 1 |
| 7/16/2023 | 732 INVERNESS DR | East Goshen | 735 - Alarm system sounded due to malfunction | 1 | 1 |
| 7/18/2023 | 1301 WILSON DR | East Goshen | 745 - Alarm system activation, no fire - unintentional | 2 | 2 |
| 7/21/2023 | 1340 ENTERPRISE DR | East Goshen | 735 - Alarm system sounded due to malfunction | 2 | 2 |
| 7/22/2023 | 1306 GOSHEN PKWY | East Goshen | 735 - Alarm system sounded due to malfunction | 2 | 2 |
| 7/25/2023 | 1306 GOSHEN PKWY | East Goshen | 745 - Alarm system activation, no fire - unintentional | 2 | 2 |
| 7/27/2023 | 1615 E BOOT RD | East Goshen | 743 - Smoke detector activation, no fire - unintentional | 8 | 11 |
| 7/29/2023 | 934 N CHESTER RD | East Goshen | 745 - Alarm system activation, no fire - unintentional | 5 | 6 |
| 7/30/2023 | 656 SUMMIT HOUSE | East Goshen | 736 - CO detector activation due to malfunction | 1 | 1 |
| 7/3/2023 | 1230 WILSON DR | West Goshen | 735 - Alarm system sounded due to malfunction | 2 | 2 |
| 7/3/2023 | 1230 WILSON DR | West Goshen | 735 - Alarm system sounded due to malfunction | 2 | 2 |
| 7/5/2023 | 900 LAWRENCE DR | West Goshen | 745 - Alarm system activation, no fire - unintentional | 4 | 5 |
| 7/11/2023 | 26 ROLLING RD | West Goshen | 735 - Alarm system sounded due to malfunction | 2 | 2 |
| 7/13/2023 | 500 ELLIS LN | West Goshen | 745 - Alarm system activation, no fire - unintentional | 4 | 6 |
| 7/16/2023 | 613 EDGEWATER DR | West Goshen | 745 - Alarm system activation, no fire - unintentional | 1 | 2 |
| 7/19/2023 | 500 ELLIS LN | West Goshen | 745 - Alarm system activation, no fire - unintentional | 4 | 6 |
| 7/20/2023 | 1155 PHOENIXVILLE PIKE | West Goshen | 743 - Smoke detector activation, no fire - unintentional | 4 | 4 |
| 7/26/2023 | 800 N FIVE POINTS RD | West Goshen | 745 - Alarm system activation, no fire - unintentional | 1 | 1 |
| 7/26/2023 | 26 Rolling Rd RD | West Goshen | 745 - Alarm system activation, no fire - unintentional | 1 | 1 |

| DATE | ADDRESS | TOWNSHIP | INCIDENT TYPE | # Calls This Year | # Calls Last 12 Mos. |
|-----------|---------------------|------------|--|-------------------|----------------------|
| 7/27/2023 | 922 Shiloh RD | Westtown | 745 - Alarm system activation, no fire - unintentional | 3 | 3 |
| 7/28/2023 | 922 SHILOH RD | Westtown | 735 - Alarm system sounded due to malfunction | 3 | 3 |
| 7/28/2023 | 922 SHILOH RD | Westtown | 735 - Alarm system sounded due to malfunction | 3 | 3 |
| 7/30/2023 | 1308 HALIFAX CT | Westtown | 736 - CO detector activation due to malfunction | 1 | 1 |
| 7/20/2023 | 944 GARRETT MILL RD | Willistown | 743 - Smoke detector activation, no fire - unintentional | 1 | 4 |
| 27 | | | | 09-Aug-23 | 9:58:49 AM |

Malvern Fire Company EMS Monthly Report



July 2023

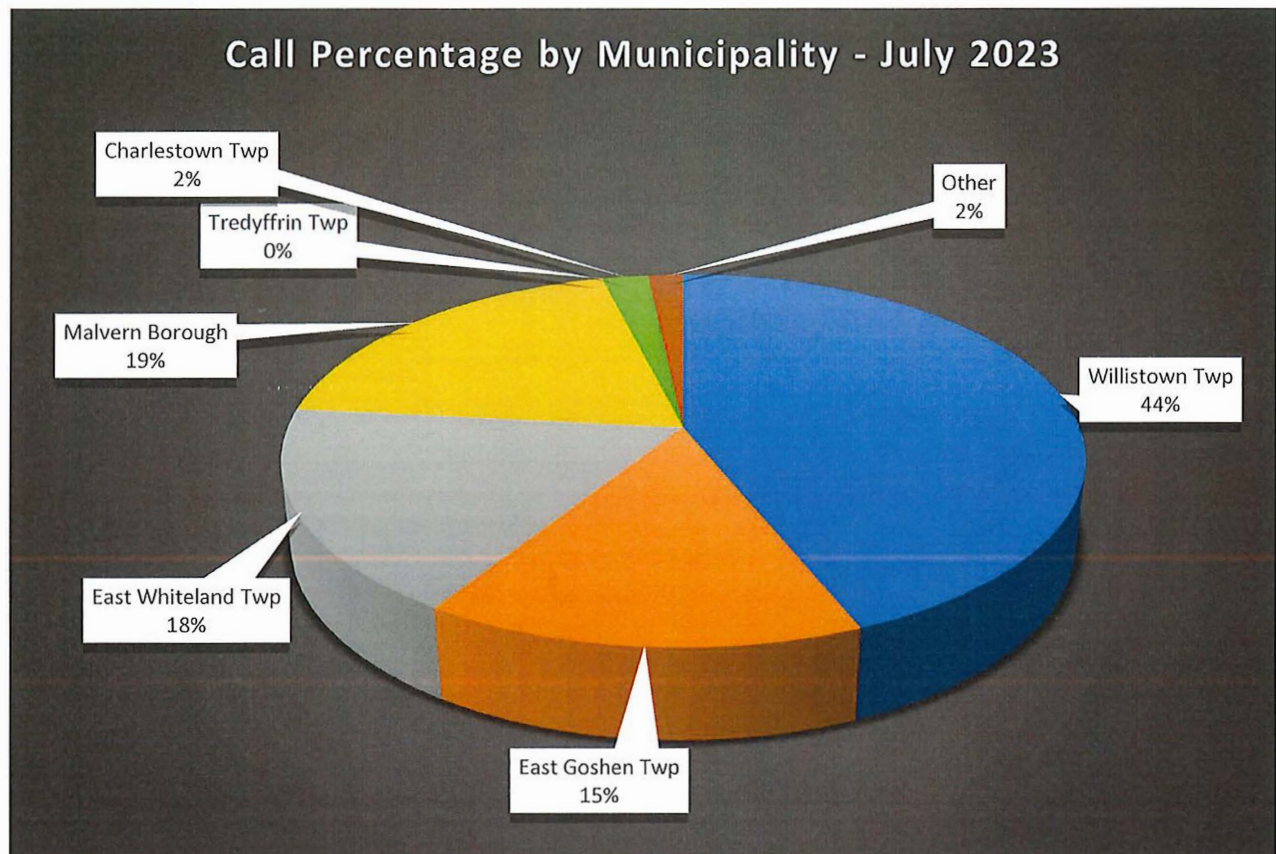


Malvern Fire Company
Emergency Medical Service
July 2023 Monthly Report

July 2023 Total Responses: 180

July 2022 Total Responses: 169

2023 Year-to-date Total Responses: 1,198

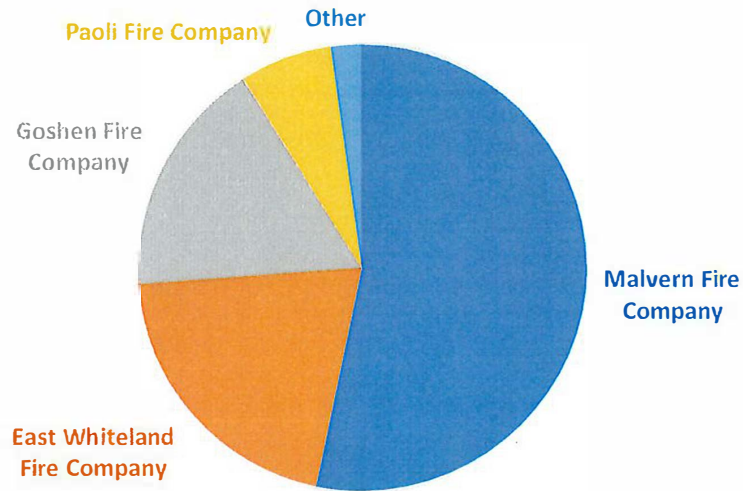


| Municipality | Monthly Responses | YTD Responses | YTD % |
|------------------------------------|-------------------|---------------|---------------|
| Willistown Twp | 79 | 508 | 42.4% |
| East Whiteland Twp | 32 | 240 | 20.0% |
| East Goshen Twp | 27 | 219 | 18.3% |
| Malvern Borough | 35 | 156 | 13.0% |
| Charlestown Twp | 4 | 28 | 2.3% |
| Tredyffrin Twp | 0 | 20 | 1.7% |
| Other | 3 | 27 | 2.3% |
| Total | 180 | 1198 | 100.0% |



Malvern Fire Company
Emergency Medical Service
July 2023 Monthly Report

CALLS BY FIRE LOCAL

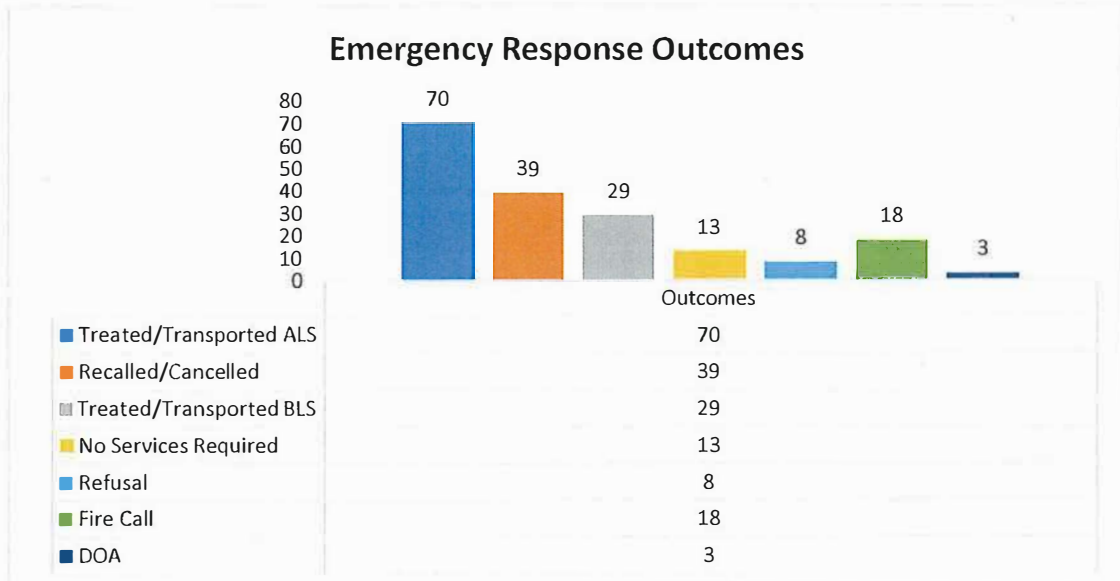


Calls by Fire Local:

| Fire Company | Month | YTD | YTD % |
|-----------------------------|------------|-------------|-------------|
| Malvern Fire Company | 96 | 554 | 46.2% |
| East Whiteland Fire Company | 37 | 274 | 22.9% |
| Goshen Fire Company | 31 | 223 | 18.6% |
| Paoli Fire Company | 12 | 108 | 9.0% |
| Other | 4 | 39 | 3.3% |
| Total | 180 | 1198 | 100% |



Malvern Fire Company
Emergency Medical Service
July 2023 Monthly Report



Transport Destinations

| Hospital: | Month | YTD | YTD % |
|-------------------------|-----------|------------|---------------|
| Paoli Hospital | 85 | 590 | 85.6% |
| Chester County Hospital | 10 | 72 | 10.4% |
| CHOP – King of Prussia | 1 | 14 | 2.0% |
| Bryn Mawr Hospital | 2 | 10 | 1.5% |
| A.I. Dupont | 0 | 1 | 0.1% |
| Riddle Hospital | 0 | 1 | 0.1% |
| Lankenau Med. Ctr | 1 | 1 | 0.1% |
| Total | 99 | 689 | 100.0% |



Malvern Fire Company
Emergency Medical Service
July 2023 Monthly Report

Responses by Vehicle

| Unit | Unit | Month | YTD | YTD % |
|--------------|-----------------------------------|------------|-------------|-------------|
| MIC041 | ALS Ambulance (EMT and Paramedic) | 12 | 478 | 39.9% |
| MIC042 | ALS Ambulance (EMT and Paramedic) | 95 | 418 | 34.9% |
| MED041 | ALS Aid Car (Paramedic Only) | 46 | 190 | 15.9% |
| MED042 | ALS Aid Car (Paramedic Only) | 0 | 11 | 0.9% |
| AMB041 | BLS Ambulance (EMT and EMT) | 1 | 43 | 3.6% |
| AMB042 | BLS Ambulance (EMT and EMT) | 26 | 58 | 4.8% |
| Total | | 180 | 1198 | 100% |

**AMB and MIC are the same vehicle with different identifier based on staffing level

Response by Crew Type

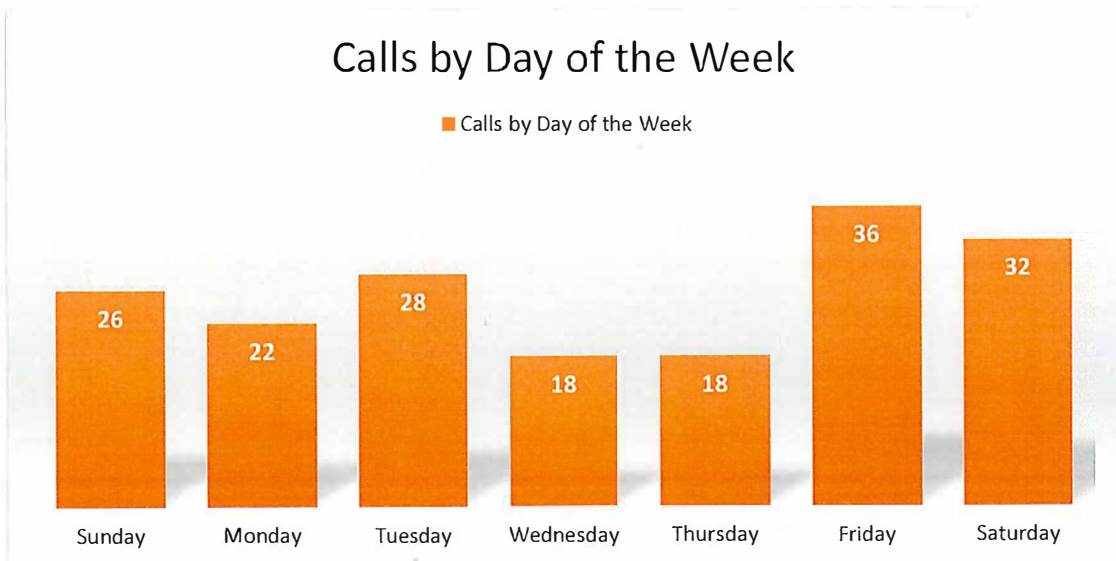
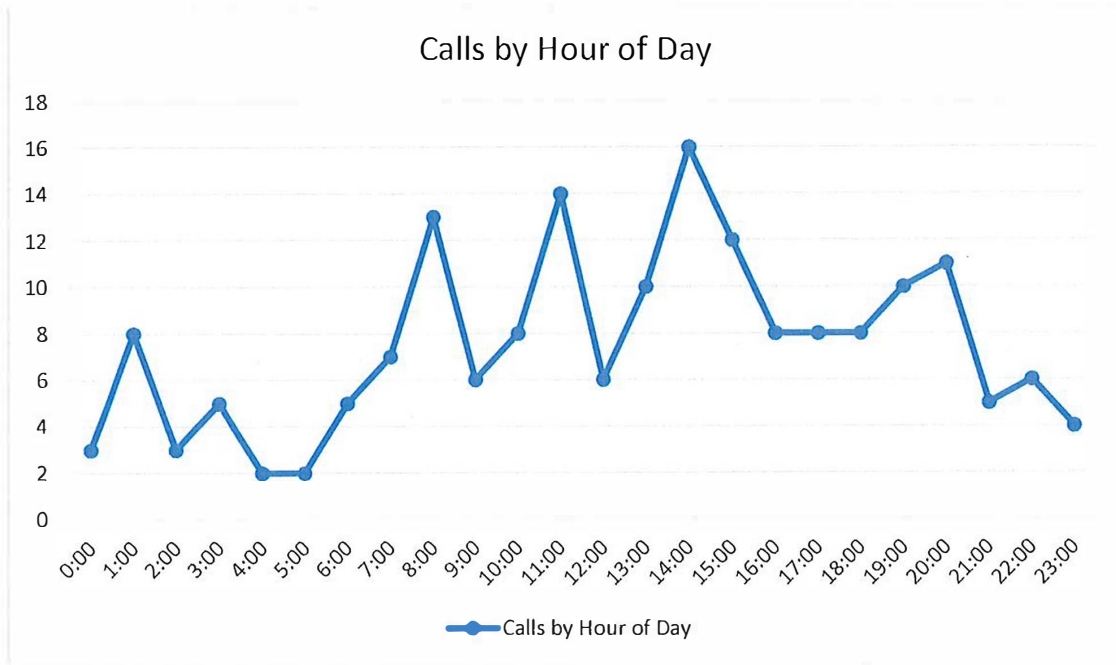
| Unit | Month | YTD | YTD % |
|-----------------------------------|------------|-------------|-------------|
| ALS Ambulance (EMT and Paramedic) | 107 | 896 | 74.8% |
| ALS Aid Car (Paramedic Only) | 46 | 201 | 16.8% |
| BLS Ambulance (EMT and EMT) | 27 | 101 | 8.4% |
| Total | 180 | 1198 | 100% |

ALS Ambulance Response Type

| Unit | Month | YTD | YTD % |
|---------------|------------|------------|-------------|
| ALS Assist | 27 | 342 | 38.2% |
| ALS Transport | 43 | 300 | 33.5% |
| BLS Transport | 37 | 254 | 28.3% |
| Total | 107 | 896 | 100% |



Malvern Fire Company
Emergency Medical Service
July 2023 Monthly Report





July 2023

EAST GOSHEN TOWNSHIP

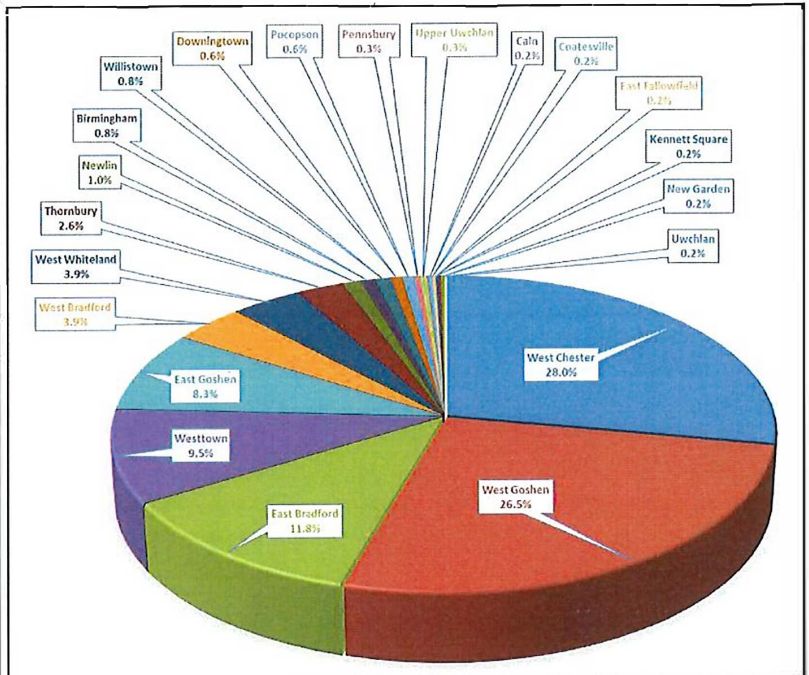
| | 2022 | 2023 | YOY Variance |
|-----|------------|------------|------------------------|
| JAN | 59 | 84 | 42% |
| FEB | 54 | 50 | -7% |
| MAR | 47 | 61 | 30% |
| APR | 50 | 52 | 4% |
| MAY | 45 | 71 | 58% |
| JUN | 49 | 61 | 24% |
| JUL | 60 | 51 | -15% |
| AUG | 59 | | |
| SEP | 39 | | |
| OCT | 61 | | |
| NOV | 50 | | |
| DEC | 88 | | |
| | 661 | 430 | Year Avg: 19.4% |



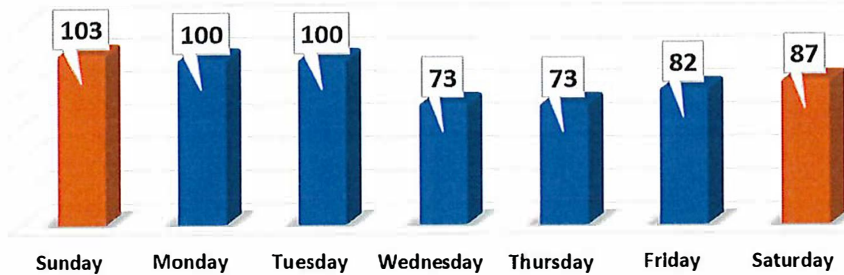
July 2023
OPERATIONS REPORT

CALL VOLUME

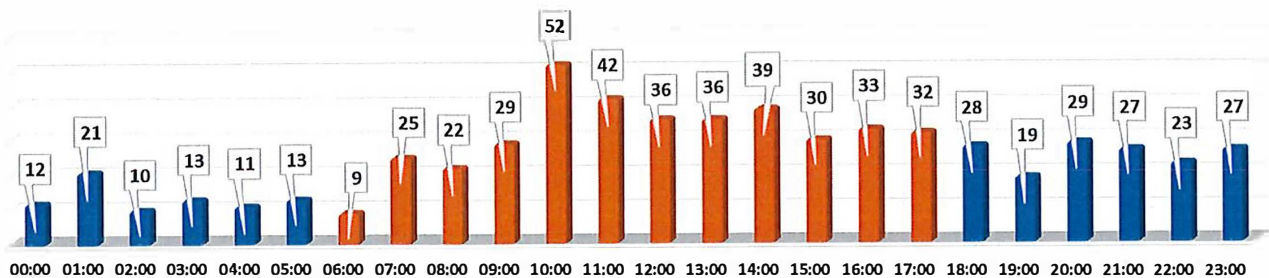
| Municipality | Month | % of Calls | YTD |
|------------------|------------|------------|------|
| West Chester | 173 | 28.0% | 1194 |
| West Goshen | 164 | 26.5% | 1078 |
| East Bradford | 73 | 11.8% | 513 |
| Westtown | 59 | 9.5% | 399 |
| East Goshen | 51 | 8.3% | 402 |
| West Bradford | 24 | 3.9% | 207 |
| West Whiteland | 24 | 3.9% | 207 |
| Thornbury | 16 | 2.6% | 103 |
| Newlin | 6 | 1.0% | 27 |
| Birmingham | 5 | 0.8% | 44 |
| Willistown | 5 | 0.8% | |
| Downingtown | 4 | 0.6% | |
| Pocopson | 4 | 0.6% | |
| Pennsbury | 2 | 0.3% | |
| Upper Uwchlan | 2 | 0.3% | |
| Caln | 1 | 0.2% | |
| Coatesville | 1 | 0.2% | |
| East Fallowfield | 1 | 0.2% | |
| Kennett Square | 1 | 0.2% | |
| New Garden | 1 | 0.2% | |
| Uwchlan | 1 | 0.2% | |
| | 618 | | |



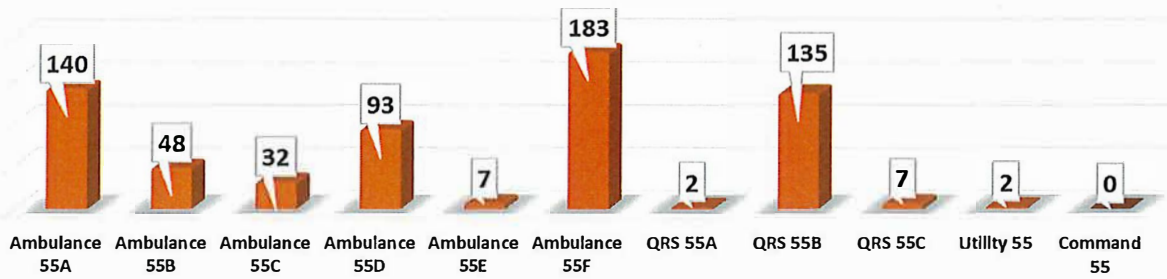
Call Volume By Day of Week



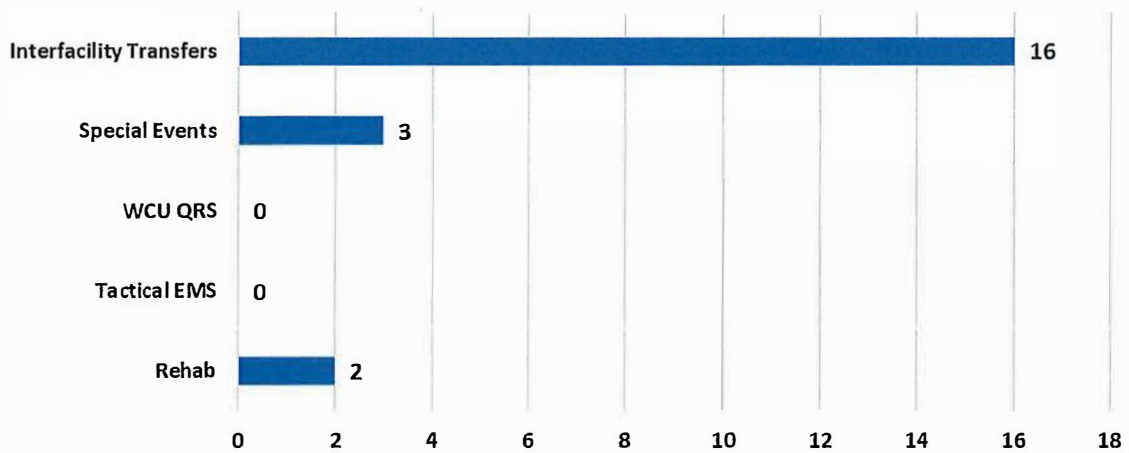
Call Volume By Hour



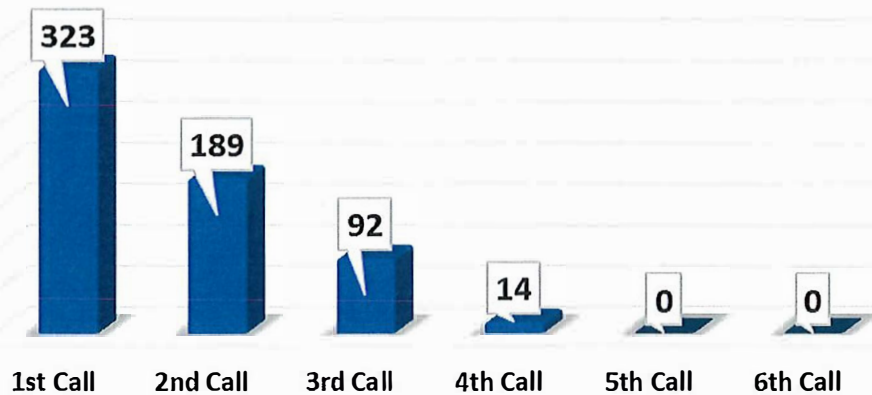
Call Volume By Vehicle



Interfacility Transports & Special Operations



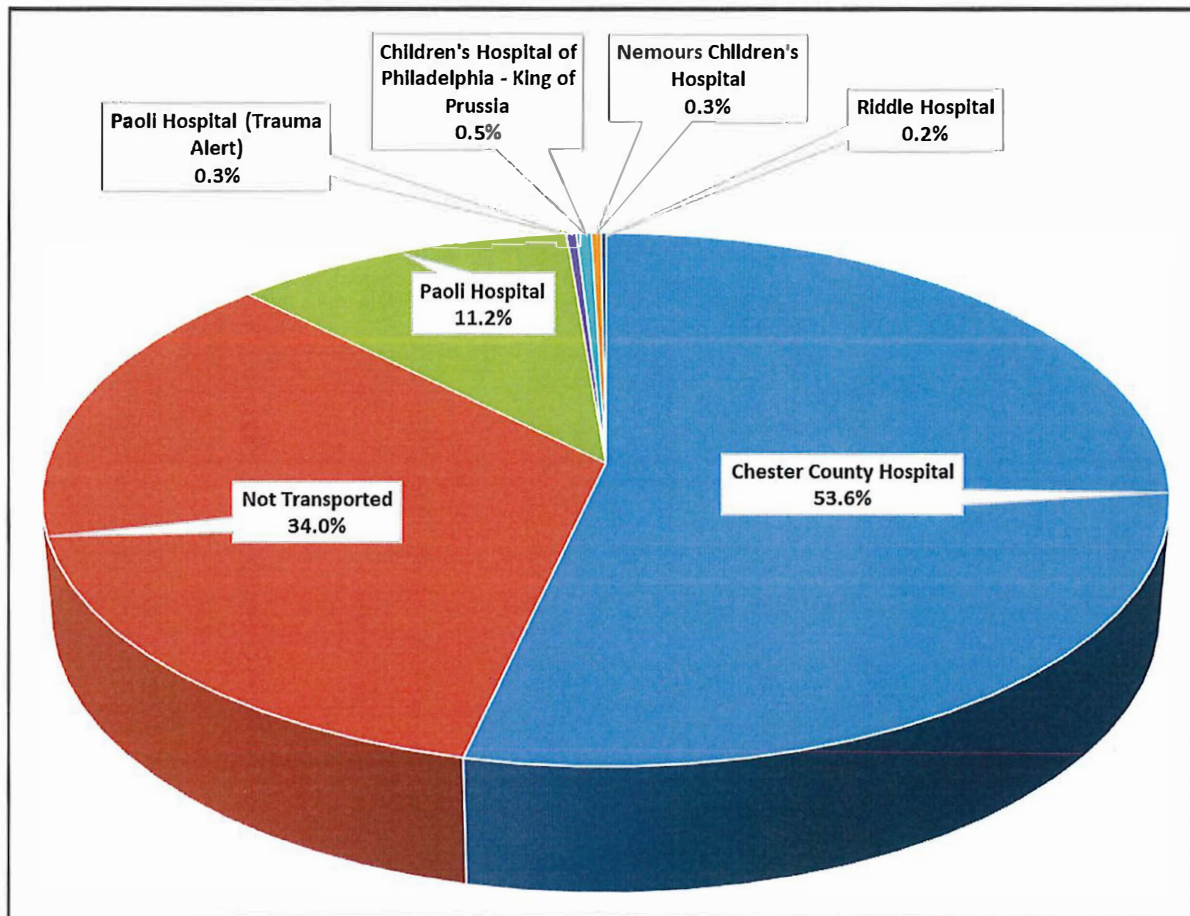
Call Sequence



HOSPITAL DESTINATION INFORMATION

| Receiving Hospital | Total | % |
|---|------------|-------|
| Chester County Hospital | 331 | 53.6% |
| Not Transported | 210 | 34.0% |
| Paoli Hospital | 69 | 11.2% |
| Paoli Hospital (Trauma Alert) | 2 | 0.3% |
| Children's Hospital of Philadelphia - King of Prussia | 3 | 0.5% |
| Nemours Children's Hospital | 2 | 0.3% |
| Riddle Hospital | 1 | 0.2% |
| | 618 | |
| Transported: | 408 | 66.0% |
| Not Transported: | 210 | 34.0% |
| | 618 | |

| Non-Transport Breakdown | |
|-------------------------|------------|
| Refusal | 58 |
| Recalled Enroute | 35 |
| Recalled On Scene | 59 |
| No Services | 42 |
| Lift Assist | 9 |
| DOA | 4 |
| Released to BLS | 3 |
| External ALS Assist | 0 |
| | 210 |



MISCELLANEOUS CALL INFORMATION

| Average Times | |
|-----------------------|-------|
| Dispatch To Enroute | 01:21 |
| Enroute To On Scene | 06:48 |
| On Scene Time | 15:06 |
| Transport Time | 10:48 |
| ER Wait Time | 09:59 |
| Dispatch To Available | 47:13 |

| Alcohol / Drug Suspicion | | |
|-------------------------------|-------|------|
| | Total | % |
| Alcohol | 27 | 4.4% |
| Alcohol and Drugs | 7 | 1.1% |
| Drugs | 15 | 2.4% |
| Total: | 49 | 7.9% |
| Unknown / Unable to Determine | 5 | 0.8% |

| Calls Covering Other Agencies | |
|-------------------------------|----|
| Goshen Fire Co. | 12 |
| Uwchlan Ambulance | 10 |
| Longwood Fire Co. | 8 |
| Minquas Fire Co. | 7 |
| Malvern Fire Co. | 4 |
| Riddle Hospital EMS | 2 |
| Avondale Fire Co. | 1 |
| Concordville Fire Co. | 1 |
| Modena Fire Co. | 1 |
| Westwood Fire Co. | 1 |
| | 47 |

| Responses By Station | |
|---------------------------------------|-----|
| Main Station (Station 55) | 438 |
| East Goshen (Station 155) | 47 |
| East Bradford (Station 255) | 148 |
| West Chester University (Station 355) | 0 |

| West Chester University Calls | | |
|-------------------------------|-------|------|
| | Total | % |
| Total WCU Calls | 11 | 1.8% |
| WCU Calls in West Chester | 7 | 1.1% |
| WCU Calls in West Goshen | 4 | 0.6% |
| WCU Calls in East Bradford | 0 | 0.0% |

| Call Types | | |
|------------------------------|-----|-------|
| BLS - Sick Person | 94 | 15.2% |
| ALS - Respiratory Difficulty | 55 | 8.9% |
| ALS - Heart Problems | 41 | 6.6% |
| BLS - Fall / Lift Assist | 41 | 6.6% |
| BLS - Injured Person | 31 | 5.0% |
| BLS - Emotional Disorder | 28 | 4.5% |
| Accident - BLS | 25 | 4.0% |
| ALS - CVA/Stroke | 22 | 3.6% |
| ALS - Unresponsive Person | 20 | 3.2% |
| ALS - Fall | 18 | 2.9% |
| ALS - Unconscious Person | 17 | 2.8% |
| ALS - Syncope | 16 | 2.6% |
| ALS - Diabetic Emergency | 15 | 2.4% |
| BLS - Overdose | 14 | 2.3% |
| BLS - Abdominal Pain | 13 | 2.1% |
| ALS - Seizures | 13 | 2.1% |
| ALS - Hemorrhaging | 12 | 1.9% |
| ALS - Hypotension | 12 | 1.9% |
| ALS - Abdominal Pain | 11 | 1.8% |
| BLS - Assault w/Injury | 11 | 1.8% |
| BLS - Hemorrhaging | 8 | 1.3% |
| ALS - Overdose | 7 | 1.1% |
| ALS - Exposure to Heat/Cold | 7 | 1.1% |
| ALS - Injured Person | 7 | 1.1% |
| BLS - Syncope | 7 | 1.1% |
| Alarm - BLS Medical | 6 | 1.0% |
| ALS-Heart Problem | 6 | 1.0% |
| ALS - Allergic/Med Reaction | 5 | 0.8% |
| ALS - Back Pain | 5 | 0.8% |
| ALS - Cardiac/Resp Arrest | 5 | 0.8% |
| BLS - Back Pain | 5 | 0.8% |
| BLS - Seizures | 5 | 0.8% |
| Accident - ALS | 4 | 0.6% |
| EMS - Relocate | 4 | 0.6% |
| BLS - Exposure to Heat/Cold | 3 | 0.5% |
| BLS - Unknown Nature | 3 | 0.5% |
| EMS - Standby - Fire | 3 | 0.5% |
| Accident - Involving Fire | 2 | 0.3% |
| Alarm - Carbon Monoxide | 2 | 0.3% |
| ALS - Emotional Disorder | 2 | 0.3% |
| BLS - Allergic/Med Reaction | 2 | 0.3% |
| BLS - DOA | 2 | 0.3% |
| BLS - Maternity/Labor Pain | 2 | 0.3% |
| Fire - Hazmat | 2 | 0.3% |
| Fire - Water Rescue | 2 | 0.3% |
| Accident - Pedestrian | 1 | 0.2% |
| ALS - Assault w/Injury | 1 | 0.2% |
| ALS - Shooting | 1 | 0.2% |
| | 618 | |

Memo

To: Board of Supervisors
From: Dave Ware
Re: July 2023 YTD Financial Report
Date: August 10, 2023

As of July 30, net of pass- thru, the general fund had YTD revenues of \$8,216,719 and expenses of \$6,783,413 for a positive net result of \$1,433,306. As of July 31, the general fund balance was \$7,190,054.

July YTD revenue overall finished 1.5%, or \$124K, over budget. Compared to the Adopted 2023 Budget, Real Estate Transfer Tax collections are \$157K behind, Cable Franchise Fees are down \$12K, and Alarm Ordinance Fees are down \$11K. Offsetting those shortfalls, PEMA/FEMA awards from 2021 damage repair, Interfund Operating Transfers are up \$89K due to increased sewer recharges, P&R classes/summer programs are up \$39K, and Interest Income is up \$72K.

July YTD expenses are 2.5%, or \$181K, over budget. Building expenses, P&R costs, engineering charges and sewer/storm water repairs are running ahead of YTD budget, partially offset by a 2022 surplus credit for WEGO and higher P&R revenue. A revised 2023 Projection still estimates a surplus in the General Fund for the full year.

YTD revenue is 14% ahead of 2022 driven by Real Estate Property Tax collections, interest earnings, engineering recharges, the PEMA/FEMA dollars, P&R classes/summer programs, and Interfund Transfers. YTD expenses are 11% higher than 2022. Insurance premiums, building expenses, and general operating costs are the primary expense drivers versus prior year thus far as the supply chain and inflation cost anticipated % increases are higher than expected.

Other funds

- The **State Liquid Fuels Fund** had \$537,269 in revenues and \$0 in expenses. The fund balance is \$537,832.
- The **Capital Reserve Fund** had \$226,074 in revenues and \$750,340 in expenses. The fund balance is \$4,708,308.
- The **Transportation Fund** had \$13,642 in revenues and \$0 in expenses. The fund balance is \$482,567.
- The **Sewer Operating Fund** had \$2,458,320 in revenues and \$2,691,911 in expenses. The fund balance is \$925,078.
- The **Refuse Fund** had \$800,097 in revenues and \$838,147 in expenses. The fund balance is \$526,877.
- The **Bond Fund** had \$53,983 in revenues and \$490,448 in expenses. The fund balance is \$1,919,456.
- The **Sewer Capital Reserve Fund** had \$54,303 in revenues and \$438,077 in expenses. The fund balance is \$2,000,997.
- The **Operating Reserve Fund** had \$45,345 in revenues and \$0 in expenses. The fund balance is \$1,603,953.
- The **ARPA Fund** had \$12,550 in revenues and \$702,662 in expenses. The fund balance is \$273,824.
- The **Infrastructure Sustainability Fund** had \$46,690 in revenues and \$11,956 in expenses. The fund balance is \$1,829,683.

EAST GOSHEN TOWNSHIP
Variance Detail Report
Year to Date As of July 31, 2023
GENERAL FUND

| | | | | Versus Budget | |
|-------------------------------------|-----------|------------|------------|---------------|--|
| | | | | Favorable/ | |
| | YTD Pr Yr | YTD Budget | YTD Actual | (Unfavorable) | Comments on YTD Budget Variance |
| REVENUES | | | | | |
| LOCAL ENABLING TAXES | 6,030,518 | 6,801,452 | 6,650,922 | (150,530) | (\$157K) RE Transfer Tax partially offset by \$6K RE Property Tax |
| LICENSE & PERMITS | 228,445 | 222,978 | 208,877 | (14,101) | Franchise Fees \$12K under Budget |
| FINES | 36,686 | 28,287 | 16,564 | (11,723) | \$10K Lower alarm ordinance fees vs. budget |
| INTEREST EARNINGS | 11,379 | 96,693 | 168,334 | 71,641 | 74% ahead of budget; PLGIT Prime currently 5.32% |
| RENTS | 59,745 | 61,755 | 61,754 | (1) | |
| STATE SHARED REVENUE & ENTITLEMENT | 3,680 | 3,250 | 5,106 | 1,856 | |
| GENERAL GOVERNMENT | 12,800 | 29,965 | 36,536 | 6,572 | Land development fees |
| PUBLIC SAFETY | 354,554 | 245,697 | 246,254 | 558 | |
| HIGHWAY & STREETS | 1,045 | 1,943 | 1,529 | (414) | |
| CULTURE & RECREATION | 133,900 | 160,425 | 199,730 | 39,305 | Summer Program signups |
| MISCELLANEOUS REVENUE | 129,016 | 92,108 | 184,173 | 92,065 | \$92K FEMA/PEMA (Aug 2021) reimbursement not budgeted |
| INTERFUND OPERATING TRANSFERS | 237,814 | 347,951 | 436,938 | 88,987 | Increased work/chargebacks for sewer - labor/vehicles/equipment |
| TOTAL REVENUES | 7,239,582 | 8,092,503 | 8,216,719 | 124,215 | |
| EXPENSES | | | | | |
| GENERAL GOVERNMENT | 567,540 | 661,526 | 714,880 | (53,354) | Engineering Services/Recharges |
| TAX COLLECTION | 79,674 | 67,961 | 66,134 | 1,827 | |
| GENERAL GOVERNMENT BLDG & PLANT | 148,026 | 156,121 | 194,006 | (37,885) | Includes\$13K HEPA cleaning/mold remediation Twp buiding 2nd floor; HVAC work; LED lighting installed; District Crt expenses |
| PUBLIC SAFETY | 3,031,597 | 3,207,725 | 3,164,111 | 43,614 | 2022 WEGO surplus credit |
| PLANNING & ZONING | 241,812 | 229,038 | 239,141 | (10,103) | 3rd Party Engineering costs higher than budget; handling overflow |
| RECYCLING | 3,500 | 8,250 | 7,689 | 561 | |
| PUBLIC WORKS - SANITATION | 198,546 | 225,737 | 307,254 | (81,517) | Unforeseen sewer/stormwater work partially offset by recharge revenue |
| PUBLIC WORKS - HWYS ROADS & STREETS | 795,318 | 901,778 | 903,211 | (1,433) | |
| PARTICIPANT RECREATION | 180,561 | 197,529 | 223,230 | (25,701) | Increased expenses offset by revenue increase |
| PARKS | 218,799 | 214,008 | 213,146 | 861 | |
| CONSERVATION & DEVELOPMENT | 750 | 1,000 | 957 | 43 | |
| HISTORICAL | 581 | 250 | 451 | (201) | |
| DEBT SERVICE | 89,933 | 80,048 | 80,480 | (432) | |
| PENSION FUND CONTRIBUTION | 99,377 | 109,750 | 109,750 | 0 | |
| INSURANCE PREMIUMS | 299,559 | 416,304 | 418,187 | (1,883) | |
| EMPLOYEE BENEFITS | 133,807 | 140,731 | 140,785 | (54) | |
| INTERFUND TRANSFERS | 0 | 0 | 0 | 0 | |
| TOTAL EXPENSES | 6,089,379 | 6,617,755 | 6,783,413 | (165,658) | |
| RESULTS FROM OPERATIONS | 1,150,203 | 1,474,749 | 1,433,306 | (41,443) | |

MONTH END FUND BALANCE REPORT
ALL FUNDS JULY 2023
* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

| FUND | | 01 | 02 | 03 | 04 | 05 | 06 | 09 | 10 | 12 | 07 | 08 | 19 | |
|------------------------------|----------------------------|---------------|-------------------------|---------------|-----------------|----------------|-------------|---------------------|-------------------|------------------------|----------------|---------------------|-------------|-------------|
| | | GENERAL FUND* | LIQUID FUELS STATE FUND | CAP RESV FUND | TRANSPORT. FUND | SEWER OP. FUND | REFUSE FUND | SEWER CAP RESV FUND | OPERATING RESERVE | INFRASTRUCTURE SUSTAIN | TOWNSHIP FUNDS | MUNICIPAL AUTHORITY | BOND FUND | ARPA FUND |
| 01/01/23 BEGINNING BALANCE | | \$5,829,155 | \$564 | \$5,232,573 | \$468,926 | \$1,158,669 | \$564,927 | \$2,384,772 | \$1,558,608 | \$1,794,949 | \$18,993,142 | \$5,172 | \$2,355,921 | \$963,936 |
| RECEIPTS | | | | | | | | | | | | | | |
| 310 | TAXES | 6,739,101.57 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | 6,739,101.57 | \$0 | \$0 | \$0 |
| 320 | LICENSES & PERMITS | 208,877.13 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | 208,877.13 | \$0 | \$0 | \$0 |
| 330 | FINES & FORFEITS | 16,564.47 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | 16,564.47 | \$0 | \$0 | \$0 |
| 340 | INTERESTS & RENTS | 230,087.83 | \$8,309 | \$226,074 | \$13,642 | \$22,382 | \$7,818 | \$54,303 | \$45,345 | \$46,690 | 654,651.91 | \$155 | \$53,983 | \$12,550 |
| 350 | INTERGOVERNMENTAL | \$5,106 | \$528,959 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | 534,065.19 | \$0 | \$0 | \$0 |
| 360 | CHARGES FOR SERVICES | 477,749.82 | \$0 | \$0 | \$0 | \$2,435,938 | \$792,279 | \$0 | \$0 | \$0 | 3,705,966.33 | \$5,149 | \$0 | \$0 |
| 380 | MISCELLANEOUS REVENUES | 1,398,358.12 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | 1,398,358.12 | \$282 | \$0 | \$0 |
| 390 | OTHER FINANCING SOURCES | 437,078.16 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | 437,078.16 | \$478,585 | \$0 | \$0 |
| | | \$9,512,923 | \$537,269 | \$226,074 | \$13,642 | \$2,458,320 | \$800,097 | \$54,303 | \$45,345 | \$46,690 | \$13,694,663 | \$484,172 | \$53,983 | \$12,550 |
| EXPENDITURES | | | | | | | | | | | | | | |
| 400 | GENERAL GOVERNMENT | 1,033,199.63 | \$0 | \$7,927 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | 1,041,126.43 | \$0 | \$0 | \$0 |
| 410 | PUBLIC SAFETY | 4,675,894.36 | \$0 | \$33,750 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | 4,709,644.06 | \$0 | \$0 | \$702,662 |
| 420 | HEALTH & WELFARE | \$123,445 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | 123,445.20 | \$528,226 | \$458,341 | \$0 |
| 426 | SANITATION & REFUSE | \$0 | \$0 | \$0 | \$0 | \$1,590,054 | \$838,147 | \$0 | \$0 | \$0 | 2,428,201.40 | \$0 | \$0 | \$0 |
| 430 | HIGHWAYS,ROADS & STREETS | 1,094,709.24 | (\$0) | \$547,037 | \$0 | \$446,834 | \$0 | \$0 | \$0 | \$0 | 2,088,580.62 | \$0 | \$0 | \$0 |
| 450 | CULTURE-RECREATION | 466,627.02 | \$0 | \$160,936 | \$0 | \$0 | \$0 | \$0 | \$0 | \$11,956 | 639,518.88 | \$0 | \$32,106 | \$0 |
| 460 | CONSERVATION & DEVELOPMENT | 1,407.82 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | 1,407.82 | \$0 | \$0 | \$0 |
| 470 | DEBT SERVICE | 80,479.86 | \$0 | \$0 | \$0 | \$595,100 | \$0 | \$0 | \$0 | \$0 | 675,579.67 | \$0 | \$0 | \$0 |
| 480 | MISCELLANEOUS EXPENDITURES | 775,955.02 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | 775,955.02 | \$0 | \$0 | \$0 |
| 490 | OTHER FINANCING USES | - | \$0 | \$690 | \$0 | \$59,923 | \$0 | \$438,077 | \$0 | \$0 | 498,690.24 | \$0 | \$0 | \$0 |
| | | \$8,251,718 | (\$0) | \$750,340 | \$0 | \$2,691,911 | \$838,147 | \$438,077 | \$0 | \$11,956 | \$12,982,149 | \$528,226 | \$490,448 | \$702,662 |
| 2023 SURPLUS/(DEFICIT) | | \$1,261,205 | \$537,269 | (\$24,265) | 13,642 | (\$233,591) | (\$38,050) | (\$383,775) | 45,345 | 34,734 | 712,514 | (\$44,054) | (\$436,465) | (\$690,112) |
| CLEARING ACCOUNT ADJUSTMENTS | | \$99,695 | | | | | | | | | | | | |
| 7/31/23 ENDING BALANCE | | \$7,190,054 | \$537,832 | \$4,708,308 | \$482,567 | \$925,078 | \$526,877 | \$2,000,997 | \$1,603,953 | \$1,829,683 | \$19,805,351 | (\$38,882) | \$1,919,456 | \$273,824 |

**EAST GOSHEN TOWNSHIP
MEMORANDUM**

TO: BOARD OF SUPERVISORS
FROM: DAVE WARE
SUBJECT: PROPOSED PAYMENTS OF BILLS
DATE: AUGUST 10, 2023

Attached please find the Treasurer's Report for the weeks of June 13, 2023 – July 27, 2023.

EIT, LST, Real Estate Transfer Tax collections, interest, permit fees, district court rent, and escrow recharges drove General Fund revenue during this period.

General Fund expenses include the monthly WEGO contribution, storm water materials and equipment rental, new traffic light cabinet, tree removal, P&R classes and summer program costs, insurance payments, pension contributions, tree removal, engineering services, and other routine operational expenses.

The Bond Fund expenses include \$16K for engineering regarding the Milltown and Hershey's Mill Dams.

Recommended motion: Mr. Chairman, I move that we 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

July 27, 2023 - August 10, 2023

GENERAL FUND

| | |
|------------------------------|--------------|
| Real Estate Tax | \$0.00 |
| Earned Income Tax | \$753,474.64 |
| Local Service Tax | \$52,049.83 |
| Transfer Tax | \$56,117.25 |
| General Fund Interest Earned | \$28,774.29 |
| Total Other Revenue | \$89,910.99 |

Total General Fund Receipts: \$980,327.00

STATE LIQUID FUELS FUND

| | |
|------------------------------------|-------------------|
| Receipts | \$0.00 |
| Interest Earned | \$2,399.24 |
| Total State Liquid Fuels Receipts: | <u>\$2,399.24</u> |

CAPITAL RESERVE FUND

| | |
|--------------------------------------|--------------------|
| Receipts | \$0.00 |
| Interest Earned | \$20,378.88 |
| Total Capital Reserve Fund Receipts: | <u>\$20,378.88</u> |

TRANSPORTATION FUND

| | |
|-------------------------------------|-------------------|
| Receipts | \$0.00 |
| Interest Earned | \$2,152.31 |
| Total Transportation Fund Receipts: | <u>\$2,152.31</u> |

SEWER OPERATING FUND

| | |
|-----------------|--------------|
| Receipts | \$278,391.50 |
| Interest Earned | \$3,820.46 |

Total Sewer Operating Fund Receipts: \$282,211.96

REFUSE FUND

| | |
|-----------------------------|--------------------|
| Receipts | \$62,450.51 |
| Interest Earned | \$1,377.24 |
| Total Refuse Fund Receipts: | <u>\$63,827.75</u> |

BOND FUND

| | |
|---------------------------|-------------------|
| Receipts | \$0.00 |
| Interest Earned | \$8,140.17 |
| Total Bond Fund Receipts: | <u>\$8,140.17</u> |

SEWER CAPITAL RESERVE FUND

| | |
|--|-------------------|
| Receipts | \$0.00 |
| Interest Earned | \$8,508.88 |
| Total Sewer Capital Reserve Fund Receipts: | <u>\$8,508.88</u> |

OPERATING RESERVE FUND

| | |
|--|-------------------|
| Receipts | \$0.00 |
| Interest Earned | \$7,154.25 |
| Total Operating Reserve Fund Receipts: | <u>\$7,154.25</u> |

INFRASTRUCTURE SUSTAINABILITY FUND

| | |
|--|-------------------|
| Receipts | \$0.00 |
| Interest Earned | \$7,770.52 |
| Total Infrastructure Sustainability Fund Receipts: | <u>\$7,770.52</u> |

ARPA - COVID RELIEF FUND

| | |
|--|-----------------|
| Receipts | \$0.00 |
| Interest Earned | \$756.65 |
| Total ARPA - COVID Relief Fund Receipts: | <u>\$756.65</u> |

| | |
|------------------|--------------|
| Accounts Payable | \$633,252.21 |
| Electronic Pmts: | |
| Debt Service | \$0.00 |
| Payroll | \$198,777.44 |

Total Expenditures: \$832,029.65

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

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

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

| | |
|---------------------|--------------------|
| Accounts Payable | \$26,393.95 |
| Electronic Pmts: | |
| Debt Service | \$0.00 |
| Total Expenditures: | <u>\$26,393.95</u> |

| | |
|---------------------|--------------------|
| Accounts Payable | \$98,289.48 |
| Total Expenditures: | <u>\$98,289.48</u> |

| | |
|---------------------|--------------------|
| Accounts Payable | \$15,514.40 |
| Total Expenditures: | <u>\$15,514.40</u> |

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

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

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

| | |
|---------------------|-----------------|
| Accounts Payable | \$357.00 |
| Total Expenditures: | <u>\$357.00</u> |

August 9, 2023
10:33 AM

East Goshen Township
2023 Purchase Order Listing By Expenditure Account

Page No: 1

P.O. Type: All Print Perpetual, Revenue, & G/L Accounts: N Open: N Void: N Paid: Y
Format: Detail without Line Item Notes Held: N Aprv: N Rcvd: N
Range: 01-400-0000 to 19-999-9999 Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Paid Date Range: 07/27/23 to 08/09/23 Include Non-Budgeted: Y
Prior Year Only: N * Means Prior Year Line
Vendors: All
DEPT Page Break: No Subtotal DEPT: No

| Account P.O. Id Item Vendor | Description Item Description | Amount | Stat/chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | PO Type |
|--|---------------------------------|----------|----------|-------------------|--------------|------------------|------------|------------|
| 01-401-2100 | MATERIALS & SUPPLIES | | | | | | | |
| 23-02021 1 STAPL010 STAPLES, INC | OFF SUPPLIES-BINDER CLIPS, NOT | 199.93 | P | 25028 07/28/23 | 07/28/23 | 07/31/23 | 8071042124 | |
| 23-02056 1 WBMAS005 W.B.MASON CO.,INC. | TONER- BLK, MAG, YELLOW, CYANO | 382.95 | P | 25051 08/01/23 | 08/01/23 | 08/01/23 | 239889237 | |
| | | 582.88 | | | | | | |
| 01-401-3000 | GENERAL EXPENSE | | | | | | | |
| 23-02066 1 PENNS035 PENNSYLVANIA STATE POLICE | BACKGROUND CHECK- E. MATTHEW | 22.00 | P | 25057 08/02/23 | 08/02/23 | 08/02/23 | R29331039 | |
| 23-02066 2 PENNS035 PENNSYLVANIA STATE POLICE | BACKGROUND CHECK- D. TROLAND | 22.00 | P | 25057 08/02/23 | 08/02/23 | 08/02/23 | R29341355 | |
| 23-02066 3 PENNS035 PENNSYLVANIA STATE POLICE | BACKGROUND CHECK- J. CONRAD | 22.00 | P | 25057 08/02/23 | 08/02/23 | 08/02/23 | R29341356 | |
| 23-02066 4 PENNS035 PENNSYLVANIA STATE POLICE | BACKGROUND CHECK- K. KROLL | 22.00 | P | 25057 08/02/23 | 08/02/23 | 08/02/23 | R29369584 | |
| | | 88.00 | | | | | | |
| 01-401-3120 | CONSULTING SERVICES | | | | | | | |
| 23-02042 1 AMSAP005 AMS APPLIED MICRO SYSTEMS LTD. JULY 2023 | | 1,072.00 | P | 25038 08/01/23 | 08/01/23 | 08/01/23 | 69536 | |
| 23-02052 1 SEATR005 SEATRUSTIT LLC | SETUP NEW ACCT FOR J.CONRAD | 463.50 | P | 25047 08/01/23 | 08/01/23 | 08/01/23 | 349 | |
| 23-02093 1 BDCOM005 B&D COMPUTER SOLUTIONS JULY 2023 | | 2,000.00 | P | 25058 08/07/23 | 08/07/23 | 08/07/23 | 3426 | |
| | | 3,535.50 | | | | | | |
| 01-401-3210 | COMMUNICATION EXPENSE | | | | | | | |
| 23-02022 1 VERIZ045 VERIZON 357-044-996-0001-93 | 7/21-8/20/23 FIOS TWP BLDG #2 | 194.00 | P | 25033 07/28/23 | 07/28/23 | 07/31/23 | | |
| 23-02025 1 COMCA005 COMCAST 8499-10-109-0028306 | 0028306 AUGUST 2023 | 168.39 | P | 25014 07/31/23 | 07/31/23 | 07/31/23 | 072223 | |
| 23-02036 1 VERIZ040 VERIZON - 542413545-00001 | 6/22-7/21/23D.DAVIS & BOS CELL | 1,480.12 | P | 25032 07/31/23 | 07/31/23 | 07/31/23 | 9940183275 | |
| 23-02036 2 VERIZ040 VERIZON - 542413545-00001 | 6/22-7/21/23D.DAVIS & BOS CELL | 33.42 | P | 25032 07/31/23 | 07/31/23 | 07/31/23 | 9940183275 | |
| 23-02088 1 TWPFI005 VERIZON - TWP.FIOS 0001-74 | 7/28-8/27/23 TWP. FIOS 1 | 109.99 | P | 25073 08/07/23 | 08/07/23 | 08/07/23 | 072723 | |
| | | 1,919.08 | | | | | | |
| 01-401-3400 | ADVERTISING - PRINTING | | | | | | | |
| 23-02040 1 21STC005 21ST CENT.MEDIA NEWS #884433 | NOTICE- BOS AMENDING ORDINANCE | 423.32 | P | 25036 08/01/23 | 08/01/23 | 08/01/23 | 2493589 | |

August 9, 2023
10:33 AM

East Goshen Township
2023 Purchase Order Listing By Expenditure Account

Page No: 2

| Account P.O. Id Item Vendor | Description | Item Description | Amount | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | PO Type |
|--|--------------------------------------|------------------|------------|----------|-------------------|--------------|------------------|--------------|------------|
| 01-407-2130 | COMPUTER EXPENSE | | | | | | | | |
| 23-02067 1 ODPBU005 ODP BUSINESS SOLUTIONS LLC | (2)BATTERY BACKUPS- PUBLIC WRK | | 190.38 | P | 25056 08/02/23 | 08/02/23 | 08/02/23 | 322985001001 | |
| 01-408-3130 | ENGINEERING SERVICES | | | | | | | | |
| 23-02012 1 PENNO005 PENNONI ASSOCIATES INC. | SERV THRU 062523 GEN. CONSULT | | 2,569.00 | P | 25024 07/28/23 | 07/28/23 | 07/31/23 | 1181047 | |
| 01-408-3131 | ENGINEER. & MISC. RECHARGES | | | | | | | | |
| 23-02013 1 PENNO005 PENNONI ASSOCIATES INC. | SERV THRU 062523 MILLSTONE MEA | | 1,069.25 | P | 25024 07/28/23 | 07/28/23 | 07/31/23 | 1181048 | |
| 23-02014 1 PENNO005 PENNONI ASSOCIATES INC. | SERV THRU 062523 GLOSSON 14RES | | 1,032.00 | P | 25024 07/28/23 | 07/28/23 | 07/31/23 | 1181049 | |
| 23-02015 1 PENNO005 PENNONI ASSOCIATES INC. | SERV THRU 062523 301 RESERVOIR | | 37.25 | P | 25024 07/28/23 | 07/28/23 | 07/31/23 | 1181050 | |
| 23-02016 1 PENNO005 PENNONI ASSOCIATES INC. | SERV THRU 062523 706 HEMLOCK | | 361.75 | P | 25024 07/28/23 | 07/28/23 | 07/31/23 | 1181051 | |
| 23-02017 1 PENNO005 PENNONI ASSOCIATES INC. | SERV THRU 062523 HERS. MIL SWM | | 933.25 | P | 25024 07/28/23 | 07/28/23 | 07/31/23 | 1181052 | |
| 23-02018 1 PENNO005 PENNONI ASSOCIATES INC. | SERV THRU 062523 BENTLEY 1712 | | 74.50 | P | 25024 07/28/23 | 07/28/23 | 07/31/23 | 1181053 | |
| 23-02019 1 PENNO005 PENNONI ASSOCIATES INC. | SERV THRU 062523 STUART 927LIN | | 337.75 | P | 25024 07/28/23 | 07/28/23 | 07/31/23 | 1181054 | |
| | | | 3,845.75 | | | | | | |
| 01-409-3600 | TWP. BLDG. - FUEL, LIGHT, WATER | | | | | | | | |
| 23-01992 1 AQUAP010 AQUA PA 01 | 309801 0309801 6/21-7/24/23 BS | | 23.40 | P | 25009 07/27/23 | 07/27/23 | 07/31/23 | 072623 BS | |
| 23-02082 1 PECO0045 PECO - 01360-05046 | 01360-05046 6/27- 7/27/23 BOOT | | 68.37 | P | 25069 08/04/23 | 08/04/23 | 08/07/23 | 072823 | |
| | | | 91.77 | | | | | | |
| 01-409-3605 | PW BLDG - FUEL, LIGHT, SEWER & WATER | | | | | | | | |
| 23-02069 2 PECO0015 PECO - 45168-01609 | 45168-01609 6/19/23- 7/19/23 | | 556.17 | P | 256 08/02/23 | 08/02/23 | 08/02/23 | 072123 | |
| 01-409-3740 | TWP. BLDG. - MAINT & REPAIRS | | | | | | | | |
| 23-02003 1 CINTA005 CINTAS CORPORATION #287 | CLEAN MATS & UNIFORMS WE072623 | | 46.56 | P | 25011 07/28/23 | 07/28/23 | 07/31/23 | 4162762349 | |
| 23-02008 1 LECLE005 LEC - LENNI ELECTRIC CORPORATI | WEGO POLICE SUB ST-INSTA HOT | | 532.07 | P | 25019 07/28/23 | 07/28/23 | 07/31/23 | 230706 | |
| 23-02027 1 CLEAN015 CLEAN RIGHT BUILDING SERVICES | JANITORIAL SERV FOR JULY 2023 | | 1,420.65 | P | 25012 07/31/23 | 07/31/23 | 07/31/23 | CL11053 | |
| 23-02049 1 TREC005 LANGS LAWCARE & TREECARE | EARLY SUMMER TREATMENT TWP | | 299.00 | P | 25050 08/01/23 | 08/01/23 | 08/01/23 | 457494 | |
| 23-02071 1 LOWES005 LOWES BUSINESS ACCOUNT/GECE | VARIOUS PURCHASES- SEE NOTES | | 567.60 | P | 255 08/02/23 | 08/02/23 | 08/02/23 | 071723 | |
| | | | 2,865.88 | | | | | | |
| 01-409-3840 | DISTRICT COURT EXPENSES | | | | | | | | |
| 23-02027 2 CLEAN015 CLEAN RIGHT BUILDING SERVICES | JANITORIAL SERV FOR JULY 2023 | | 424.35 | P | 25012 07/31/23 | 07/31/23 | 07/31/23 | CL11053 | |
| 23-02069 1 PECO0015 PECO - 45168-01609 | 45168-01609 6/19/23- 7/19/23 | | 30.87 | P | 256 08/02/23 | 08/02/23 | 08/02/23 | 072123 | |
| | | | 455.22 | | | | | | |
| 01-410-5300 | POLICE GEN. EXPENSE | | | | | | | | |
| 23-02057 1 WESTT010 WESTTOWN-EAST GOSHEN POLICE | AUGUST 2023 CONTRIBUTION | | 346,108.08 | P | 25053 08/01/23 | 08/01/23 | 08/01/23 | 080123 | |

August 9, 2023
10:33 AM

East Goshen Township
2023 Purchase Order Listing By Expenditure Account

Page No: 3

| Account P.O. Id Item Vendor | Description | Item Description | Amount | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | PO Type |
|---|------------------------------------|--------------------------------|----------|----------|-------------------|--------------|------------------|-------------|------------|
| 01-410-5310 23-02058 1 WESTT005 WESTTOWN TOWNSHIP | REGIONAL POLICE BLDG INTEREST | AUGUST 2023 P & I | 920.71 | P | 25052 08/01/23 | 08/01/23 | 08/01/23 | 080123 | |
| 01-410-5320 23-02058 2 WESTT005 WESTTOWN TOWNSHIP | REGIONAL POLICE BLDG PRINCIPAL | AUGUST 2023 P & I | 9,471.08 | P | 25052 08/01/23 | 08/01/23 | 08/01/23 | 080123 | |
| 01-410-5400 23-02043 1 SPCA0005 BRANDYWINE VALLEY SPCA | S.P.C.A. CONTRACT | STRAY/PICKUP ACTIV. JULY 2023 | 1,680.16 | P | 25048 08/01/23 | 08/01/23 | 08/01/23 | 20659 | |
| 01-411-3630 23-02064 1 AQUAP025 AQUA PA - HY | HYDRANT & WATER SERVICE | 310033031003 6/30-7/31/23 186 | 5,302.86 | P | 25054 08/02/23 | 08/02/23 | 08/02/23 | 080123 279 | |
| 23-02065 1 AQUAP025 AQUA PA - HY | | 3099870309987 6/30-7/31/23 HYS | 171.04 | P | 25054 08/02/23 | 08/02/23 | 08/02/23 | 080123 HY6 | |
| | | | 5,473.90 | | | | | | |
| 01-411-3631 23-02064 2 AQUAP025 AQUA PA - HY | HYDRANTS - RECHARGE EXPENSE | 310033031003 6/30-7/31/23 186 | 2,650.63 | P | 25054 08/02/23 | 08/02/23 | 08/02/23 | 080123 279 | |
| 01-411-6000 23-02085 1 STATE005 STATE WORKERS INSURANCE FUND | VOLUNTEER FIREFIGHTER WORKERS COMP | POLICY # 05918452 INSTL 9 OF11 | 3,176.00 | P | 25071 08/04/23 | 08/04/23 | 08/07/23 | 080123 | |
| 01-413-3130 23-02024 1 LTLCO005 LTL CONSULTANTS, LTD. | ENGINEERING SERVICES | PROF SERVICES 062123-071423 | 5,862.69 | P | 25020 07/31/23 | 07/31/23 | 07/31/23 | 1166247 | |
| 01-413-3840 23-02101 1 GREAT010 GREAT AMERICA FINANCIAL SERVIC | RENTAL OF EQUIP. -CODES | LANIER IMC3000 COPIER- CODES | 116.00 | P | 25062 08/07/23 | 08/07/23 | 08/07/23 | 34551024 | |
| 01-414-3000 23-02046 1 GENER005 GENERAL CODE PUBLISHERS | CODE BOOKS/OTHER | SUPPLEMENT NO. 82- 11 COPIES | 2,889.99 | P | 25043 08/01/23 | 08/01/23 | 08/01/23 | PG000033193 | |
| 01-414-3141 23-02055 1 FREES005 UNRUH TURNER BURKE FREES | LEGAL - ZONING HEARING BOARD | LEGAL SERV 6/26-7/13/23SIMCHES | 1,391.04 | P | 25042 08/01/23 | 08/01/23 | 08/01/23 | 205783 | |
| 01-414-5001 23-02042 2 AMSAP005 AMS APPLIED MICRO SYSTEMS LTD. | ZONING IT CONSULTING | JULY 2023 | 28.00 | P | 25038 08/01/23 | 08/01/23 | 08/01/23 | 69536 | |
| 01-427-4901 23-02001 1 CHEST030 CHESTER COUNTY, TREASURER OF | COUNTY HAZARDOUS WASTE | HAZARDOUS WASTE COLL 4/22&6/23 | 4,189.39 | P | 25010 07/27/23 | 07/27/23 | 07/31/23 | 2023-1 | |

August 9, 2023
10:33 AM

East Goshen Township
2023 Purchase Order Listing By Expenditure Account

Page No: 4

| Account P.O. Id Item Vendor | Description | Item Description | Amount | Stat/Chk | First Enc Date | Rcvd Date | chk/Void Date | Invoice | PO Type |
|--------------------------------|---|--------------------------------|-----------|----------|-------------------|--------------|------------------|----------------|------------|
| 01-430-2320 | VEHICLE OPERATION - FUEL | | | | | | | | |
| 23-02037 | 1 REILL005 REILLY & SONS INC | 438.20 GALS DIESEL | 1,317.23 | P | 252 07/31/23 | 07/31/23 | 07/31/23 | 15643171 | |
| 23-02038 | 1 REILL005 REILLY & SONS INC | 181.60 GALS GASOLINE E10 | 558.42 | P | 252 07/31/23 | 07/31/23 | 07/31/23 | 15643184 | |
| 23-02075 | 1 REILL005 REILLY & SONS INC | 440.20 GALS DIESEL | 1,402.48 | P | 253 08/03/23 | 08/03/23 | 08/03/23 | 15695878 | |
| 23-02076 | 1 REILL005 REILLY & SONS INC | 255.90 GALS GASOLINE E10 | 812.48 | P | 253 08/03/23 | 08/03/23 | 08/03/23 | 15695882 | |
| 23-02110 | 1 REILL005 REILLY & SONS INC | 620.00 GALS DIESEL | 2,129.70 | P | 254 08/08/23 | 08/08/23 | 08/08/23 | 15747893 | |
| 23-02111 | 1 REILL005 REILLY & SONS INC | 225.00 GALS GASOLINE E10 | 723.38 | P | 254 08/08/23 | 08/08/23 | 08/08/23 | | |
| | | | 6,943.69 | | | | | | |
| 01-430-2330 | VEHICLE MAINT AND REPAIR | | | | | | | | |
| 23-01996 | 1 EAGLE005 EAGLE POWER TURF & TRACTOR | LAZER MOWER REPAIR | 765.47 | P | 25015 07/27/23 | 07/27/23 | 07/31/23 | W04983 | |
| 23-02020 | 1 SENNR005 SENN REPAIRS | TK #40 REPLACE RADIATOR | 2,445.44 | P | 25027 07/28/23 | 07/28/23 | 07/31/23 | 7333 | |
| 23-02023 | 1 STTCS005 STTC SERVICE TIRE TRUCK CTRS I | (2) NEW TIRES FOR BACKHOE | 1,156.50 | P | 25029 07/28/23 | 07/28/23 | 07/31/23 | | |
| 23-02028 | 1 HOOBE005 HOOBER INC. | TAILSHAFT SEAL & CLUTCH REPLAC | 4,288.37 | P | 25018 07/31/23 | 07/31/23 | 07/31/23 | SVI209677 | |
| 23-02031 | 1 SAFET010 SAFETY-KLEEN CORPORATION | PARTS WASHER SOLVENT | 439.79 | P | 25026 07/31/23 | 07/31/23 | 07/31/23 | 92241544 | |
| 23-02041 | 1 AGIND005 AG-INDUSTRIAL INC | (12) HAMMERS & SPACERS | 521.31 | P | 25037 08/01/23 | 08/01/23 | 08/01/23 | IN88352 | |
| 23-02053 | 1 STTCS005 STTC SERVICE TIRE TRUCK CTRS I | TK # 9 (2) NEW TIRES | 631.38 | P | 25049 08/01/23 | 08/01/23 | 08/01/23 | 23-0299607-017 | |
| 23-02080 | 1 NAPAA005 NAPA AUTO PARTS #38807306 | ARMOR ALL PROTECTANT WIPES | 65.50 | P | 25064 08/04/23 | 08/04/23 | 08/07/23 | 7335-179033 | |
| 23-02080 | 2 NAPAA005 NAPA AUTO PARTS #38807306 | WIPER BLADES | 303.83 | P | 25064 08/04/23 | 08/04/23 | 08/07/23 | 7335-180650 | |
| 23-02080 | 3 NAPAA005 NAPA AUTO PARTS #38807306 | BUTANE FUEL | 13.99 | P | 25064 08/04/23 | 08/04/23 | 08/07/23 | 7335-180690 | |
| 23-02080 | 4 NAPAA005 NAPA AUTO PARTS #38807306 | BRAKE DRUM | 117.50 | P | 25064 08/04/23 | 08/04/23 | 08/07/23 | 7335-181808 | |
| 23-02080 | 5 NAPAA005 NAPA AUTO PARTS #38807306 | BRAKE DRUM | 117.50 | P | 25064 08/04/23 | 08/04/23 | 08/07/23 | 7335-182160 | |
| 23-02080 | 6 NAPAA005 NAPA AUTO PARTS #38807306 | AIR FILTER | 169.82 | P | 25064 08/04/23 | 08/04/23 | 08/07/23 | 7335-182504 | |
| 23-02080 | 7 NAPAA005 NAPA AUTO PARTS #38807306 | BATTERY | 145.98 | P | 25064 08/04/23 | 08/04/23 | 08/07/23 | 7335-184444 | |
| 23-02080 | 8 NAPAA005 NAPA AUTO PARTS #38807306 | CREDIT | 9.76 | P | 25064 08/04/23 | 08/04/23 | 08/07/23 | 7335-184444 | |
| 23-02098 | 1 FOLEY005 FOLEY INC. | PERFORM INITIAL 250 SERVICE HR | 1,732.23 | P | 25060 08/07/23 | 08/07/23 | 08/07/23 | SIN00092724 | |
| | | | 12,669.85 | | | | | | |
| 01-433-2450 | MATERIALS & SUPPLIES - SIGNS | | | | | | | | |
| 23-02071 | 2 LOWES005 LOWES BUSINESS ACCOUNT/GECE | VARIOUS PURCHASES- SEE NOTES | 610.66 | P | 255 08/02/23 | 08/02/23 | 08/02/23 | 071723 | |
| 23-02087 | 1 TRAFF010 TRAFFIC SAFETY STORE, THE | VELCRO OVERLAY FOR 36" SIGN | 259.80 | P | 25072 08/07/23 | 08/07/23 | 08/07/23 | INV907896 | |
| | | | 870.46 | | | | | | |
| 01-433-2470 | UTILITIES - TRAFFIC LIGHTS | | | | | | | | |
| 23-02072 | 2 PEC00020 PECO - 99193-01400 | 99193-01400 6/20/23- 7/20/23 | 562.27 | P | 257 08/02/23 | 08/02/23 | 08/02/23 | 073123 | |
| 01-433-2500 | MAINT. REPAIRS, TRAFF. SIG. | | | | | | | | |
| 23-01999 | 1 HIGGI010 HIGGINS & SONS INC., CHARLES A | NEW TRAFFIC LIGHT CABINET | 41,421.54 | P | 25017 07/27/23 | 07/27/23 | 07/31/23 | 58983 | |
| | Tracking Id: LIQFUEL | LIQUID FUEL PURCHASES | | | | | | | |

August 9, 2023
10:33 AM

East Goshen Township
2023 Purchase Order Listing By Expenditure Account

Page No: 5

| Account P.O. Id Item Vendor | Description Item Description | Amount | Stat/chk | First Enc Date | Rcvd Date | Chk/Void Date Invoice | PO Type |
|---|--|-----------|----------|-------------------|--------------|--------------------------|------------|
| 01-433-2500 | MAINT. REPAIRS,TRAFF.SIG. Continued | | | | | | |
| 23-02047 1 HIGGI010 HIGGINS & SONS INC., CHARLES A RT.352& MANLEY RD LIGHTS OUT | Tracking Id: LIQFUEL LIQUID FUEL PURCHASES | 938.82 | P | 25044 08/01/23 | 08/01/23 | 08/01/23 590011 | |
| | | 42,360.36 | | | | | |
| 01-434-3610 | STREET LIGHTING | | | | | | |
| 23-02072 1 PEC00020 PECO - 99193-01400 | 99193-01400 6/20/23- 7/20/23 | 619.46 | P | 257 08/02/23 | 08/02/23 | 08/02/23 073123 | |
| 01-436-2450 | STORMWATER MATERIALS & SUPPLIES | | | | | | |
| 23-02010 1 MAINL010 MAIN LINE CONCRETE | 6 YD CONCRETE 4000 PSI | 1,160.00 | P | 25021 07/28/23 | 07/28/23 | 07/31/23 523030 | |
| | Tracking Id: LIQFUEL LIQUID FUEL PURCHASES | | | | | | |
| 23-02011 1 OLDCA005 OLDCASTLE INFRASTRUCTURE | ELL PIPE 34"x53"x8" & SEALANT | 17,034.80 | P | 25022 07/28/23 | 07/28/23 | 07/31/23 365049873 | |
| | Tracking Id: LIQFUEL LIQUID FUEL PURCHASES | | | | | | |
| 23-02029 1 MAINL010 MAIN LINE CONCRETE | 7 YD CONCRETE 4000 PSI | 1,315.00 | P | 25021 07/31/23 | 07/31/23 | 07/31/23 523171 | |
| | Tracking Id: LIQFUEL LIQUID FUEL PURCHASES | | | | | | |
| 23-02050 1 OLDCA005 OLDCASTLE INFRASTRUCTURE | 72 FT ELL PIPE 34"x 53"x 8' | 15,368.32 | P | 25046 08/01/23 | 08/01/23 | 08/01/23 365049890 | |
| | | 34,878.12 | | | | | |
| 01-436-3840 | STORMWATER EQUIPMENT RENTAL | | | | | | |
| 23-02095 1 FOLEY005 FOLEY INC. | HYDRAULIC EXCAVATOR RENTAL | 5,211.00 | P | 25060 08/07/23 | 08/07/23 | 08/07/23 INV0105069 | |
| | Tracking Id: LIQFUEL LIQUID FUEL PURCHASES | | | | | | |
| 01-437-2460 | GENERAL EXPENSE - SHOP | | | | | | |
| 23-02071 3 LOWES005 LOWES BUSINESS ACCOUNT/GECP | VARIOUS PURCHASES- SEE NOTES | 916.90 | P | 255 08/02/23 | 08/02/23 | 08/02/23 071723 | |
| 23-02106 1 HOME005 HOME DEPOT CREDIT SERVICES | SCREWS & DRIVE GUIDES | 27.88 | P | 260 08/08/23 | 08/08/23 | 08/08/23 071323 | |
| | | 944.78 | | | | | |
| 01-437-2600 | SHOP - TOOLS | | | | | | |
| 23-02077 1 GAPPO005 GAP POWER RENTALS PLUS LLC | PRO DRILLING/DRIVING SET,TOOLB | 369.94 | P | 25061 08/04/23 | 08/04/23 | 08/07/23 1856212 | |
| 23-02077 2 GAPPO005 GAP POWER RENTALS PLUS LLC | PRO DRILLING/DRIVING SET,TOOLB | 3.70 | P | 25061 08/04/23 | 08/04/23 | 08/07/23 1856212 | |
| | | 366.24 | | | | | |
| 01-438-2450 | MATERIALS & SUPPLIES-HIGHWAYS | | | | | | |
| 23-01995 1 COLLI005 COLLINSON INC. | GUIDE RAIL REPAIR/REPLACE WILS | 11,232.00 | P | 25013 07/27/23 | 07/27/23 | 07/31/23 C9202 | |
| | Tracking Id: LIQFUEL LIQUID FUEL PURCHASES | | | | | | |
| 23-02084 1 PIPEX005 PIPE XPRESS INC. | PINK MARKING PAINT | 145.20 | P | 25070 08/04/23 | 08/04/23 | 08/07/23 127530 | |
| 23-02084 4 PIPEX005 PIPE XPRESS INC. | PINK MARKING PAINT | 2.90 | P | 25070 08/04/23 | 08/04/23 | 08/07/23 127530 | |
| | | 11,374.30 | | | | | |

August 9, 2023
10:33 AM

East Goshen Township
2023 Purchase Order Listing By Expenditure Account

Page No: 6

| Account P.O. Id Item Vendor | Description | Item Description | Amount | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | PO Type |
|---|----------------------------|----------------------------------|----------|----------|-------------------|--------------|------------------|---------------------|------------|
| 01-438-2460 | TREE REMOVAL | | | | | | | | |
| 23-02000 1 ORNER005 ORNER, TRAVIS | Tracking Id: LIQFUEL | PRUNE(2) TREES & REMOVE(1) SPRUC | 1,400.00 | P | 25023 | 07/27/23 | 07/27/23 | 07/31/23 1510 | |
| 23-02030 1 ORNER005 ORNER, TRAVIS | Tracking Id: LIQFUEL | LIQUID FUEL PURCHASES | | | | | | | |
| 23-02030 1 ORNER005 ORNER, TRAVIS | Tracking Id: LIQFUEL | EMER. ASHTREE REMVAL BROOKE DR | 1,500.00 | P | 25023 | 07/31/23 | 07/31/23 | 07/31/23 1513 | |
| 23-02096 1 ORNER005 ORNER, TRAVIS | Tracking Id: LIQFUEL | LIQUID FUEL PURCHASES | | | | | | | |
| 23-02096 1 ORNER005 ORNER, TRAVIS | Tracking Id: LIQFUEL | REMOVE TREE AT 1409 LINDEN LANE | 2,700.00 | P | 25066 | 08/07/23 | 08/07/23 | 08/07/23 1515 | |
| | | LIQUID FUEL PURCHASES | 5,600.00 | | | | | | |
| 01-438-3840 | EQUIPMENT RENTAL | | | | | | | | |
| 23-02045 1 FOLEY005 FOLEY INC. | | 289D COMPACT TRACK LOADER RNTL | 1,978.64 | P | 25041 | 08/01/23 | 08/01/23 | 08/01/23 INV0102944 | |
| 01-452-2000 | SUMMER PROGRAM SUPPLIES | | | | | | | | |
| 23-02032 1 RUMSEY010 RUMSEY, DANIEL | | REIMBURSE FOR CAMP ART SUPPLIE | 104.02 | P | 25025 | 07/31/23 | 07/31/23 | 07/31/23 073123 | |
| 01-452-2010 | SUMMER PROGRAM FIELD TRIPS | | | | | | | | |
| 23-02079 1 KRAPP005 KRAPP JR. & SONS INC., GEORGE | | SUMMER CAMP BUS FEES 7/5-7/28 | 5,837.36 | P | 25063 | 08/04/23 | 08/04/23 | 08/07/23 21290 | |
| 23-02091 1 UNITED030 UNITED SPORTS | | SUMMER CAMP TRIP 6/28/23 | 1,430.00 | P | 25074 | 08/07/23 | 08/07/23 | 08/07/23 080623 | |
| | | | 7,267.36 | | | | | | |
| 01-452-3701 | LADIES & YOUTH TENNIS | | | | | | | | |
| 23-02048 1 JUSTT005 JUST TENNIS LLC. | | TENNIS INSTR.-WK OF 7/24&PM AD | 7,072.00 | P | 25045 | 08/01/23 | 08/01/23 | 08/01/23 211 | |
| 01-452-3712 | YOGA EXPENSE | | | | | | | | |
| 23-02026 1 EVANG005 EVANGELISTA, CHARO | | ESSENTRICS AGING BACK4/27-6/15 | 1,045.00 | P | 25016 | 07/31/23 | 07/31/23 | 07/31/23 7099-1 | |
| 01-454-3600 | UTILITIES | | | | | | | | |
| 23-02068 1 PEC00030 PECO - 45951-30004 | | 45951-30004 6/19-7/19/23 RESTRO | 41.79 | P | 259 | 08/02/23 | 08/02/23 | 08/02/23 072123 | |
| 23-02070 1 PEC00025 PECO - 59500-35010 | | 59500-35010 6/22-7/24/23 POND P | 39.65 | P | 258 | 08/02/23 | 08/02/23 | 08/02/23 072523 | |
| 23-02086 1 COMCA100 COMCAST 8499 10 109 0170322 | | 0170322 8/1-8/31/23 PARKCAMERA | 119.90 | P | 25059 | 08/07/23 | 08/07/23 | 08/07/23 072623 | |
| 23-02103 1 PEC00035 PECO - 18510-39089 | | 18510-39089 6/30-8/1/23 BOWTREE | 82.43 | P | 25068 | 08/07/23 | 08/07/23 | 08/07/23 | |
| | | | 283.77 | | | | | | |
| 01-454-3711 | POND TREATMENT | | | | | | | | |
| 23-01994 1 UNLIM005 AQUASCAPES UNLIMITED | | POND SERV 071323 PINOAK, MARYDEL | 815.00 | P | 25031 | 07/27/23 | 07/27/23 | 07/31/23 4773 | |
| 01-454-3717 | MARYDELL POND REHAB | | | | | | | | |
| 23-02107 1 PEC00050 PECO - 02280-03067 | | 02280-03067 6/29-7/31/23 MARYDE | 92.60 | P | 261 | 08/08/23 | 08/08/23 | 08/08/23 073123 | |

August 9, 2023
10:33 AM

East Goshen Township
2023 Purchase Order Listing By Expenditure Account

Page No: 7

| Account P.O. Id Item Vendor | Description | Item Description | Amount | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | PO Type |
|--------------------------------|------------------------------|--------------------------------|------------|----------|-------------------|--------------|------------------|------------|------------|
| 01-454-3723 | BALL FIELDS | | | | | | | | |
| 23-02004 1 TREEC005 | LANGS LAWN CARE & TREE CARE | EARLY SUMMER TREATMENT FIELD C | 209.00 | P | 25030 07/28/23 | 07/28/23 | 07/31/23 | 457492 | |
| 23-02005 1 TREEC005 | LANGS LAWN CARE & TREE CARE | EARLY SUMMER TREATMENT FIELD B | 170.00 | P | 25030 07/28/23 | 07/28/23 | 07/31/23 | 457493 | |
| 23-02006 1 TREEC005 | LANGS LAWN CARE & TREE CARE | EARLY SUMMER TREATMENT FIELD A | 135.00 | P | 25030 07/28/23 | 07/28/23 | 07/31/23 | 457491 | |
| | | | 514.00 | | | | | | |
| 01-454-3740 | PARK MAINTENANCE & REPAIR | | | | | | | | |
| 23-02071 4 LOWES005 | LOWES BUSINESS ACCOUNT/GEFC | VARIOUS PURCHASES- SEE NOTES | 200.56 | P | 255 08/02/23 | 08/02/23 | 08/02/23 | 071723 | |
| 23-02081 1 PATTE005 | PATTERSON, MICHAEL J. | REPLACE FENCE AT SOCCER FIELD | 895.00 | P | 25067 08/04/23 | 08/04/23 | 08/07/23 | 080323 | |
| 23-02106 2 HOMED005 | HOME DEPOT CREDIT SERVICES | SCREWS & DRIVE GUIDES | 114.00 | P | 260 08/08/23 | 08/08/23 | 08/08/23 | 071323 | |
| | | | 1,209.56 | | | | | | |
| 01-483-5315 | PENSION - DC NON-UNIFORM | | | | | | | | |
| 23-02054 1 FBO00005 | TD AMERITRADE FBO 913-022866 | AUGUST 2023 FBO 913-022866 | 15,675.00 | P | 25040 08/01/23 | 08/01/23 | 08/01/23 | 080123 | |
| 01-486-1560 | HEALTH, ACCID. & LIFE | | | | | | | | |
| 23-02044 1 DELAW040 | DELAWARE VALLEY HEALTH TRUST | AUG 2023 PREMIUM MED & DENTAL | 67,388.02 | P | 25039 08/01/23 | 08/01/23 | 08/01/23 | 25436 | |
| 01-486-3500 | INSURANCE COVERAGE -PREM. | | | | | | | | |
| 23-02062 1 HUBIN005 | HUB INTERNATIONAL | COMMUNICABLE DISEASE POLICY | 5,522.50 | P | 25055 08/01/23 | 08/01/23 | 08/02/23 | 3283222 | |
| 01-487-1550 | DRUG & ALCOHOL TESTING | | | | | | | | |
| 23-02102 1 OCCUP005 | OCCUPATIONAL HEALTH CENTER | DRUG SCREENING- J.CONRAD | 65.00 | P | 25065 08/07/23 | 08/07/23 | 08/07/23 | | |
| 01-487-1910 | UNIFORMS | | | | | | | | |
| 23-02003 2 CINTA005 | CINTAS CORPORATION #287 | CLEAN MATS & UNIFORMS WE072623 | 756.75 | P | 25011 07/28/23 | 07/28/23 | 07/31/23 | 4162762349 | |
| 23-02003 3 CINTA005 | CINTAS CORPORATION #287 | CLEAN MATS & UNIFORMS WE072623 | 1,816.59 | P | 25011 07/28/23 | 07/28/23 | 07/31/23 | 4162762349 | |
| | | | 738.59 | | | | | | |
| | Fund Total: | | 633,252.21 | | | | | | |
| 05-420-3601 | C.C. INTERCEPTOR-UTILITIES | | | | | | | | |
| 23-02089 1 MODEM005 | VERIZON - 442069312 MODEMS | 6/26/23-7/25/23 MODEMS | 140.31 | P | 5728 08/07/23 | 08/07/23 | 08/07/23 | 9940503065 | |
| 05-420-3602 | C.C. COLLECTION -UTILITIES | | | | | | | | |
| 23-01991 1 AQUAP015 | AQUA PA 05 | 309826 0309826 6/21-7/24/23 TH | 24.82 | P | 5715 07/27/23 | 07/27/23 | 07/31/23 | 072623 TH | |
| 23-02033 1 COMCA040 | COMCAST 8499-10-085-0054593 | 0054593 7/28-8/27/23 HERSHEY | 175.59 | P | 5719 07/31/23 | 07/31/23 | 07/31/23 | 072323 | |
| | | | 200.41 | | | | | | |

August 9, 2023
10:33 AM

East Goshen Township
2023 Purchase Order Listing By Expenditure Account

Page No: 8

| Account P.O. Id Item Vendor | Description | Item Description | Amount | Stat/chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | PO Type |
|--------------------------------|----------------------------------|--------------------------------|----------|----------|-------------------|--------------|------------------|------------|------------|
| 05-420-3603 | ASHBRIDGE - UTILITIES | | | | | | | | |
| 23-02035 1 COMCA035 | COMCAST 8499-10-109-0165934 | 0165934 7/28-8/27/23 ASHBRIDGE | 175.59 | P | 5718 07/31/23 | 07/31/23 | 07/31/23 | 072323 | |
| 23-02104 1 PECO0040 | PECO - 04725-43025 | 04725-43025 6/30-8/1/23WYLLPEN | 40.94 | P | 5729 08/07/23 | 08/07/23 | 08/07/23 | 080223 | |
| | | | 586.53 | | | | | | |
| 05-420-3604 | MILL VAL./BARKWAY UTILITIES | | | | | | | | |
| 23-02034 1 COMCA030 | COMCAST 8499-10-085-0054585 | 0054585 7/28-8/27/23 BARKWAY | 176.70 | P | 5717 07/31/23 | 07/31/23 | 07/31/23 | 072323 | |
| 05-420-3702 | C.C. COLLEC.-MAINT.& REPR. | | | | | | | | |
| 23-02007 1 LECLE005 | LEC - LENNI ELECTRIC CORPORATI | BARKWAY PUMP ST.-INSTALL RELAY | 963.91 | P | 5720 07/28/23 | 07/28/23 | 07/31/23 | 230705 | |
| 23-02071 5 LOWES005 | LOWES BUSINESS ACCOUNT/GEFC | VARIOUS PURCHASES- SEE NOTES | 357.00 | P | 536 08/02/23 | 08/02/23 | 08/02/23 | 071723 | |
| | | | 1,320.91 | | | | | | |
| 05-422-3601 | R.C. COLLEC.-UTILITIES | | | | | | | | |
| 23-01993 1 AQUAP015 | AQUA PA 05 | 1087842 6/21/23- 7/24/23 TWN | 65.66 | P | 5715 07/27/23 | 07/27/23 | 07/31/23 | 072623 TWN | |
| 23-02090 1 FIOS0005 | VERIZON - PW FIOS 0001-15 | 7/28-8/27/23 PW FIOS | 79.00 | P | 5726 08/07/23 | 08/07/23 | 08/07/23 | 072723 | |
| | | | 144.66 | | | | | | |
| 05-422-3700 | R.C. STP-MAINT.& REPAIRS | | | | | | | | |
| 23-02009 1 LECLE005 | LEC - LENNI ELECTRIC CORPORATI | R.C. ST- BURNING SMELL IN PIT | 256.50 | P | 5720 07/28/23 | 07/28/23 | 07/31/23 | 230708 | |
| 05-422-3701 | R.C. COLLEC.-MAINT.& REPR | | | | | | | | |
| 23-02092 1 ACEDI005 | ACE DISPOSAL CORPORATION | STAND BY TIME JULY 2023 THORNC | 150.00 | P | 5724 08/07/23 | 08/07/23 | 08/07/23 | 191809 | |
| 05-422-3702 | R.C. COLLECTION-MAINT. & REP I&I | | | | | | | | |
| 23-02051 1 PIPEX005 | PIPE XPRESS INC. | (16) 1X14.5 ROLL BUTYL SEALANT | 232.00 | P | 5721 08/01/23 | 08/01/23 | 08/01/23 | 127470 | |
| 23-02051 2 PIPEX005 | PIPE XPRESS INC. | (16) 1X14.5 ROLL BUTYL SEALANT | 4.64 | P | 5721 08/01/23 | 08/01/23 | 08/01/23 | 127470 | |
| 23-02078 1 HIGHW005 | HIGHWAY MATERIALS INC. | 2.01 TONS 9.5MM 0.3<30,H,PG64S | 133.67 | P | 5727 08/04/23 | 08/04/23 | 08/07/23 | 338138 | |
| 23-02083 1 PIPEX005 | PIPE XPRESS INC. | (48) 1X14.5 ROLL BUTYL SEALANT | 696.00 | P | 5730 08/04/23 | 08/04/23 | 08/07/23 | 127476 | |
| 23-02083 2 PIPEX005 | PIPE XPRESS INC. | (48) 1X14.5 ROLL BUTYL SEALANT | 13.92 | P | 5730 08/04/23 | 08/04/23 | 08/07/23 | 127476 | |
| 23-02084 2 PIPEX005 | PIPE XPRESS INC. | (64) 1X14.5 ROLL BUTYL SEALANT | 928.00 | P | 5730 08/04/23 | 08/04/23 | 08/07/23 | 127530 | |
| 23-02084 3 PIPEX005 | PIPE XPRESS INC. | (64) 1X14.5 ROLL BUTYL SEALANT | 18.56 | P | 5730 08/04/23 | 08/04/23 | 08/07/23 | 127530 | |
| 23-02099 1 EXETE005 | EXETER SUPPLY COMPANY INC | (16) PRO STIK BUTYL SEALANT | 468.00 | P | 5725 08/07/23 | 08/07/23 | 08/07/23 | 371757 | |
| 23-02100 1 HIGHW005 | HIGHWAY MATERIALS INC. | 8.98TON 25MM,0<30,C,PG64S-22 | 498.39 | P | 5727 08/07/23 | 08/07/23 | 08/07/23 | 338791 | |
| | | | 2,918.94 | | | | | | |
| 05-422-4500 | R.C. STP-CONTRACTED SERV. | | | | | | | | |
| 23-02061 1 SUBUR010 | SUBURBAN TESTING LABS INC. | LABTESTING RCSTP JULY 2023 | 2,040.00 | P | 5722 08/01/23 | 08/01/23 | 08/01/23 | P3001897 | |

August 9, 2023
10:33 AM

East Goshen Township
2023 Purchase Order Listing By Expenditure Account

Page No: 9

| Account P.O. Id Item Vendor | Description Item Description | Amount | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | PO Type |
|--------------------------------|--|-----------|----------|-------------------|--------------|------------------|-------------|------------|
| 05-422-4500 | R.C. STP-CONTRACTED SERV. | Continued | | | | | | |
| 23-02108 1 BIGFI005 | BIG FISH ENVIRONMENTAL SERVICE SERVICES RE: RCSTP- JULY 2023 | 17,058.43 | P | 537 08/08/23 | 08/08/23 | 08/08/23 | | |
| | | 19,098.43 | | | | | | |
| 05-422-4502 | R.C. SLUDGE-LAND CHESTER | | | | | | | |
| 23-02002 1 BLOSE005 | BLOSENSKI DISPOSAL CO, CHARLES SWITCH 20 YD W/ LINER 072423 | 259.00 | P | 5716 07/28/23 | 07/28/23 | 07/31/23 | 187280 | |
| 23-02074 1 CCSOL005 | C.C. SOLID WASTE AUTHORITY WEEK 7/17/2023- 7/21/2023 | 386.10 | P | 538 08/03/23 | 08/03/23 | 08/03/23 | 67951 | |
| 23-02109 1 CCSOL005 | C.C. SOLID WASTE AUTHORITY WEEK 7/24/23- 7/31/23 | 632.58 | P | 539 08/08/23 | 08/08/23 | 08/08/23 | 68024 | |
| | | 1,277.68 | | | | | | |
| 05-429-3400 | ADHIN. - PRINTING | | | | | | | |
| 23-02094 1 21STC005 | 21ST CENT.MEDIA NEWS #884433 NOTICE- MUN AUTH MEETING | 122.88 | P | 5723 08/07/23 | 08/07/23 | 08/07/23 | 2494829 | |
| | Fund Total: | 26,393.95 | | | | | | |
| 06-427-4500 | CONTRACTED SERV. | | | | | | | |
| 23-02073 1 AJBAJ005 | AJB A.J. BLOSENSKI INC. RESIDENTIAL PICKUP AUGUST 2023 | 80,993.08 | P | 635 08/03/23 | 08/03/23 | 08/03/23 | 1442796w360 | |
| 06-427-4502 | LANDFILL FEES | | | | | | | |
| 23-02074 2 CCSOL005 | C.C. SOLID WASTE AUTHORITY WEEK 7/17/2023- 7/21/2023 | 4,731.09 | P | 636 08/03/23 | 08/03/23 | 08/03/23 | 67951 | |
| 23-02109 2 CCSOL005 | C.C. SOLID WASTE AUTHORITY WEEK 7/24/23- 7/31/23 | 7,865.77 | P | 637 08/08/23 | 08/08/23 | 08/08/23 | 68024 | |
| | | 12,596.86 | | | | | | |
| 06-427-4504 | RECYCLING FEES | | | | | | | |
| 23-02097 1 TOTAL010 | TOTAL RECYCLE INC. RECYCLING FEES JULY 2023 | 4,699.54 | P | 876 08/07/23 | 08/07/23 | 08/07/23 | 14441 | |
| | Fund Total: | 98,289.48 | | | | | | |
| 08-454-6010 | MILLTOWN DAM ENGINEERING | | | | | | | |
| 23-01997 1 GANNE005 | GANNETT FLEMING INC. PROF SERV 5/6-6/30/23 MILLTOWN | 15,000.00 | P | 1106 07/27/23 | 07/27/23 | 07/31/23 | 25339 | |
| 08-454-6050 | HERSHEY'S MILL ENGINEERING | | | | | | | |
| 23-01998 1 GANNE005 | GANNETT FLEMING INC. PROF SERV 5/6-6/30/23 HM DAM | 514.40 | P | 1106 07/27/23 | 07/27/23 | 07/31/23 | 25338 | |
| | Fund Total: | 15,514.40 | | | | | | |

August 9, 2023
10:33 AM

East Goshen Township
2023 Purchase Order Listing By Expenditure Account

Page No: 10

| Account | | Description | | | First | Rcvd | Chk/Void | | | | PO |
|--------------------------|-------------|----------------------------|------------------------|--------------------|----------|------|----------|----------|----------|-------|------|
| P.O. Id | Item Vendor | Item Description | Amount | Stat/Chk | Enc Date | Date | Date | Invoice | | | Type |
| <hr/> | | | | | | | | | | | |
| 19-409-6050 | | HERSHEY MILL SEWER PROJECT | | | | | | | | | |
| 23-02063 | 1 HICKS010 | HICKS HAY COMPANY | (42) SMALL BALES STRAW | 357.00 | P | 32 | 08/01/23 | 08/01/23 | 08/02/23 | 19284 | |
| Fund Total: | | | 357.00 | | | | | | | | |
| <hr/> | | | | | | | | | | | |
| Total Charged Lines: 149 | | Total List Amount: | 773,807.04 | Total Void Amount: | | 0.00 | | | | | |

August 9, 2023
10:33 AM

East Goshen Township
2023 Purchase Order Listing By Expenditure Account

Page No: 11

| Totals by Fund Fund Description | Fund | Expend Total |
|------------------------------------|------|--------------|
| GENERAL FUND | 01 | 633,252.21 |
| SEWER FUND | 05 | 26,393.95 |
| REFUSE FUND | 06 | 98,289.48 |
| BOND FUND | 08 | 15,514.40 |
| ARPA FUND | 19 | 357.00 |
| Total of All Funds: | | 773,807.04 |

MEMO

Date: August 10, 2023
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Ordinance 129-G-2023 (Comcast Cable Franchise)

As discussed at the July 18th meeting, the Cohen Law group has been working for several municipalities in Chester County, including East Goshen, since early 2022, as counsel for the cable franchise renewal with Comcast. Cable Franchise Agreements are in place with cable providers and municipalities in order to allow the municipality to capture some revenue from these providers that operate infrastructure within East Goshen.

At this point, a tentative agreement has been reached with the municipalities and Comcast and will need input and final sign off from the governing bodies. Attached document include:

- Executive Summary
- Approval Ordinance
- Final Agreement
- Draft public notice

Phil Fraga from the Cohen Group will be on Zoom at the August 15th meeting and can answer any questions.

DRAFT MOTION: Mr. Chairman, I move we pass ordinance 129-G-2023, commencing the new Comcast Cable Franchise Agreement and authorize the township manager to sign said agreement.



PRIVILEGED ATTORNEY-
CLIENT COMMUNICATION

June 1, 2023

Derek Davis
Township Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

RE: Executive Summary of Cable Franchise Agreement with Comcast

Dear Derek:

I am pleased to inform you that we have reached tentative agreement with Comcast regarding cable franchise renewal for East Goshen Township. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the "Agreement") negotiated with Caitlin Ganley of Comcast. While there are many other important provisions contained in the Agreement, I have limited this summary to the major items outlined herein. The Agreement is, of course, subject to the approval of the Township Board of Supervisors.

1. Franchise Fees (Sections 1(p) and 6)

Municipalities are entitled under federal law to assess a franchise fee of up to 5% of the cable operator's "gross revenues" for cable services provided within the municipality. The Township currently assesses a 5% fee and this remains the same in the Agreement. The definition of "gross revenues" in the Agreement includes an itemized list of 25 separate revenue sources that will maximize the Township's franchise fee revenue. This list includes all current eligible revenue sources as well as all foreseeable future sources and a "catch all" item to capture any other future revenue sources that are not foreseeable. The list adds several new revenue sources that Comcast has added in the past few years.

While several relevant variables such as rate changes, subscriber activity, subscriber penetration, and related issues can and will impact the Township's franchise fees, the Agreement is intended to maximize the Township's franchise fee revenue. Please note that

all franchise fees are passed through to Comcast cable subscribers as a separate line item on their bills. Franchise fees will be paid to the Township on a quarterly basis.

In addition to franchise fee revenue, the Agreement ensures franchise fee accountability. It permits the Township to conduct an independent audit of Comcast's records to determine whether Comcast has paid franchise fees accurately. Should the audit reveal that franchise fees have been underpaid, then Comcast must pay the underpaid amount plus 10% interest on the underpayment. Furthermore, should the audit reveal that franchise fees have been underpaid by 5% or more, then Comcast also must contribute up to \$3,000 toward the cost of the audit.

Finally, the Agreement includes "bundled services" protection. If a subscriber purchases more than one of Comcast's three services (i.e. cable, internet and phone) and receives a bundled services discount, this provision ensures that the discount does not apply only to cable services. If it did, franchise fee revenue to the Township would be reduced. Section 6.5 of the Agreement states that "allocation of revenue shall not be structured for the purpose of evading franchise fees applicable to cable services."

2. Customer Service Standards (Section 4)

The Agreement establishes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the relevant recommendations of the Federal Communications Commission ("FCC"), which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Comcast to perform surveys to measure compliance with the standards upon receipt of subscriber complaints;
- Time limits for commencing installation, service interruption, and repair work, including limits on technicians cancelling appointments with subscribers;
- A four-hour "appointment window" for service calls;
- Requirements for notices to subscribers;
- Requirements that bills be clear, concise, and fully itemized;
- Customer complaint procedures, including that Comcast may not impose late fees on a subscriber who disputes a bill in good faith until the investigation is completed;
- Requirements to be met prior to disconnecting service;

- Credits for service interruptions of six or more hours upon request; and
- Standards of subscriber privacy.

3. Right-of-Way Protections (Section 3)

The Agreement provides many protections of the Township's public rights-of-way. For example, Comcast agreed to repair any damage to public or private property by Comcast or any of its contractors or subcontractors within 20 business days. In addition, the Agreement includes safety standards, the provision of service area maps to the Township upon request, requirements for disconnection and relocation of Comcast's wires and equipment, removal of equipment in the event of an emergency, and the need for Township approval for cutting down any trees in the public rights-of-way.

4. Reporting Requirements (Sections 5.7 and 6.3)

The Agreement includes three reporting requirements to the Township to be met by Comcast. The first is a detailed franchise fee report to accompany each quarterly franchise fee payment. The report must contain line items for sources of revenue received by Comcast and the amount of revenue received from each source.

Second, upon written request, Comcast must submit a customer complaint report stating the date, nature and resolution of all subscriber complaints that have generated a work order or have necessitated a response. The term "complaint" is defined as any written (including email) or oral communication by a subscriber expressing dissatisfaction with Comcast's operation of the cable system that is within Comcast's control and requires a corrective measure. In addition and upon request, the Township may obtain from Comcast specific information regarding service repair requests and service interruptions.

Third and finally, Comcast must, upon written request, provide to the Township copies of reports or other communications to any federal or state regulatory agencies relating to Comcast's cable system within the Township.

5. Cable System Requirements and Service Area (Section 3)

The Agreement provides technical requirements for the cable system serving the Township. It requires the system to be built for digital television standards and meet or exceed all technical performance standards of the FCC, the National Electric Code and the National Electrical Safety Code. It also requires that Comcast perform tests on the cable system upon request, report to the Township regarding the results of the tests, and take corrective measures if the results show non-compliance with applicable standards.

Furthermore, the Agreement requires that Comcast make cable service available to every area in which there is a minimum of 25 residential dwelling units per linear aerial plant mile (50 units per mile underground) subject to certain conditions. Any home that is within 275 feet from Comcast's main distribution line is considered a "dwelling unit." Upon Township request, Comcast must conduct a survey to determine the number of dwelling units per mile in the requested area. Any unit within 125 feet of the main distribution line is entitled to a standard installation rate. For any unit beyond 125 feet, Comcast must connect it if the unit owner pays the incremental cost beyond the installation costs for the initial 125 feet.

6. Educational and Governmental ("EG") Channel (Section 7.2)

Federal law grants municipalities the right to dedicated public, educational and governmental ("PEG") channels. In the Agreement, Comcast provides one educational ("E") and one governmental ("G") channel to be used for programming related to educational and/or governmental activities. The Township or its designee would have complete control over the content, scheduling, and administration of the channels, and the Township may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

Comcast will continue to provide and maintain the wires and other signal distribution equipment so that programming can originate from the selected video origination locations and be distributed over the cable system. Comcast is required to cablecast the EG channels to all Comcast subscribers and the technical quality of the channel must be comparable to the technical quality used for commercial channels.

7. EG Capital Grant (Section 7.3)

The Agreement also requires Comcast to provide the applicable party with a cash franchise grant to be used for capital expenses "in support of the production of local EG programming." The grant is to be paid as follows: (i) one-half within three months of the effective date of the Agreement and (ii) one-half on the 5th anniversary of the effective date of the Agreement. The grant amount negotiated for the Township is \$13,170 based upon applicable factors. Comcast reserves the right as allowed by law to pass the grant through to subscribers and spread it out over the entire term of the franchise.

8. Services to Community Facilities (Section 7.1)

The Agreement requires Comcast to provide Basic level television service to various public buildings, including the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Notwithstanding the foregoing, the FCC Section 621 Third Report and Order of September 2019 ("Order") has injected a major new restriction that previously did not exist. The Order states that "costs attributable to

franchise terms that require a cable operator to provide free or discounted cable services to public buildings” may be offset against franchise fees. The FCC found that these services are in-kind contributions and fall within the 5% franchise fee cap.¹

The Order outlines the new options for local governments: (1) continue to receive the existing cable services and reduce franchise fee revenue by the marginal cost of those services; (2) discontinue all the services and continue receiving franchise fees at their current level; or (3) discontinue the service to certain buildings and reduce franchise fees by the marginal cost of the reduced service. These options are reflected in Section 7.1 of the Agreement. Comcast must notify the Township regarding the amount of the monthly fee for each facility. The Township will then have 30 days to notify Comcast of its decision to opt for either (1), (2), or (3) above with respect to each facility.

9. Liquidated Damages for Violations (Section 8.2)

Once Comcast has agreed to the obligations described in this executive summary and the other obligations contained in the Agreement, it is critical for the Township to be able to enforce these obligations. Section 8.2 of the Agreement allows for monetary fines, also known as “liquidated damages,” in the amount of \$250 per day for each violation of the Agreement. The Township may assess such monetary fines after providing Comcast with written notice and allowing Comcast 45 days to correct the violation, unless the nature of the violation is such that it cannot be cured within 45 days, in which case the cure period may be extended. Liquidated damages may be assessed for 120 days, after which the Township may commence revocation proceedings or initiate a lawsuit.

10. Length of Franchise Term (Section 2.2)

Due to the fact that cable technology is constantly changing and we cannot predict the state of this technology in the future, we recommend the shortest possible length of term for the Agreement. For Comcast, this is 10 years. We know from our extensive dealings with Comcast over the past 22 years that this is a policy position from which Comcast will not deviate.

11. Competitive Equity Provision (Section 2.6)

Pursuant to the 1992 Cable Television Consumer Protection and Competition Act, cable franchise agreements may not be exclusive. The Township may award more than one franchise to different cable operators. In large part due to the emergence of Verizon as a competitor in the cable industry, Comcast insisted upon including a competitive equity provision, also known as “level playing field” provision, in the Agreement. These

¹ For those municipalities that assess a franchise fee percentage that is lower than 5%, they may receive free cable services for public facilities, provided the services have a fair market value that, combined with franchise fee revenue, is less than 5% of gross revenues.

provisions relate to the prospect of another cable operator providing cable services in the Township in the future.

The competitive equity provision negotiated with Comcast states that, if the Township grants another cable franchise and the material terms of the new franchise agreement, when taken as a whole, are more favorable to the competitor than the terms in this Agreement are to Comcast, then Comcast may request an amendment to this Agreement to include such favorable terms. Only if the Township agrees with Comcast that there is a lack of competitive equity will the Township and Comcast enter into discussions to amend the Agreement. This provision keeps control with the Township and assesses the Agreement in the aggregate rather than on an issue-by-issue basis. In our experience, an issue-by-issue analysis can be misleading by focusing on singular issues in a vacuum without taking into account the totality of the negotiations.

This concludes the executive summary of the major items contained in the Agreement. There are many other provisions in the Agreement, but we have highlighted the major items. Thank you for your cooperation in this effort. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me directly.

Sincerely yours,

Phillip M. Fraga

Phillip M. Fraga

PUBLIC NOTICE

Notice is hereby given that on _____, _____, 2023 at ___ p.m. in the East Goshen Township Municipal Building located at 1580 Paoli Pike, West Chester, PA 19380, the Board of Supervisors of East Goshen Township will hold a public meeting to consider enacting the following:

**AN ORDINANCE OF EAST GOSHEN TOWNSHIP AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND COMCAST OF SOUTHEAST PENNSYLVANIA, LLC
AND COMCAST OF PENNSYLVANIA, LLC**

A copy of the full text of the ordinance and agreement may be examined at the address set forth above, during normal business hours from ___ a.m. to ___ p.m., Monday through Friday.

Derek Davis
Township Manager
(610) 692-7171

ORDINANCE NO. 129-G-2023

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

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Pennsylvania law, the Township of East Goshen (hereinafter the "Township") is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the Township's jurisdiction; and

WHEREAS, Comcast of Southeast Pennsylvania, LLC and Comcast of Pennsylvania, LLC ("Comcast") currently holds a cable franchise from the Township by virtue of a cable franchise agreement which expires on December 31, 2024; and

WHEREAS, Comcast has requested that the Township renew Comcast's franchise to maintain, construct and operate its Cable System over, under, and along the aforesaid public rights-of-way; and

WHEREAS, the aforesaid public rights-of-way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of subscriber service, maintain a technologically advanced cable system, receive franchise fees for Comcast's use of the Township's public rights-of-way as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, obtain certain services, provide legal protections for the Township, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Township has determined that this new franchise agreement (the "Agreement" - a copy of which is attached hereto as Exhibit A) and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

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

ENACTED AND ORDAINED this 15th day of August, 2023.

ATTEST:

TOWNSHIP OF EAST GOSHEN

Secretary, Derek J. Davis

John Hertzog, Chair

Michal P. Lynch, Vice, Chair

Cody Bright, Member

David E. Shuey, Member

Michele Truitt, Member

Exhibit A - Franchise Agreement

CABLE FRANCHISE AGREEMENT

BETWEEN

TOWNSHIP OF EAST GOSHEN

AND

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

AND

COMCAST OF PENNSYLVANIA, LLC

With assistance from:

Cohen Law Group
413 South Main Street - Third Floor
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org

TABLE OF CONTENTS

| | Page |
|-----------|---|
| SECTION 1 | DEFINITIONS.....2 |
| SECTION 2 | GRANT OF FRANCHISE.....5 |
| 2.1 | GRANT OF AUTHORITY.....5 |
| 2.2 | TERM OF FRANCHISE.....6 |
| 2.3 | REPRESENTATIONS AND WARRANTIES6 |
| 2.4 | NON-EXCLUSIVITY.....6 |
| 2.5 | FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS.....6 |
| 2.6 | COMPETITIVE EQUITY.....6 |
| SECTION 3 | SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE7 |
| 3.1 | TECHNICAL REQUIREMENT.....7 |
| 3.2 | AREA TO BE SERVED7 |
| 3.3 | CABLE SYSTEM SPECIFICATIONS8 |
| 3.4 | SYSTEM TESTS8 |
| 3.5 | EMERGENCY ALERT SYSTEM9 |
| 3.6 | SERVICES FOR SUBSCRIBERS WITH DISABILITIES9 |
| 3.7 | SERVICE TO MULTIPLE DWELLING UNITS ("MDU'S")9 |
| 3.8 | REPAIRS AND RESTORATION9 |
| 3.9 | SERVICE AREA MAPS.....10 |
| 3.10 | DISCONNECTION AND RELOCATION11 |
| 3.11 | EMERGENCY REMOVAL OF EQUIPMENT11 |
| 3.12 | TREE TRIMMING11 |
| 3.13 | CHANNEL CAPACITY11 |
| 3.14 | BROADCAST CHANNELS12 |
| 3.15 | SIGNAL SCRAMBLING12 |
| 3.16 | CONTINUITY OF SERVICE.....12 |
| SECTION 4 | SUBSCRIBER SERVICE STANDARDS12 |
| 4.1 | OFFICE HOURS AND TELEPHONE AVAILABILITY.....12 |
| 4.2 | INSTALLATIONS AND SERVICE CALLS.....13 |
| 4.3 | NOTICES13 |
| 4.4 | BILLING14 |
| 4.5 | SUBSCRIBER COMPLAINT PROCEDURES14 |
| 4.6 | DISCONNECTION.....15 |

| | | | |
|-----------|-----|--|----|
| | 4.7 | SERVICE INTERRUPTIONS | 15 |
| | 4.8 | PRIVACY | 16 |
| SECTION 5 | | REGULATION BY THE TOWNSHIP | 16 |
| | 5.1 | RIGHT TO INSPECT | 16 |
| | 5.2 | RIGHT TO CONDUCT COMPLIANCE REVIEW | 17 |
| | 5.3 | RESERVED AUTHORITY | 17 |
| | 5.4 | POLICE POWERS..... | 17 |
| | 5.5 | NO LIMITATION ON TAXING OR FEE AUTHORITY..... | 17 |
| | 5.6 | PERMITS | 18 |
| | 5.7 | REPORTING..... | 18 |
| SECTION 6 | | COMPENSATION TO THE TOWNSHIP | 19 |
| | 6.1 | FRANCHISE FEES | 19 |
| | 6.2 | QUARTERLY PAYMENTS | 19 |
| | 6.3 | QUARTERLY REPORTS | 19 |
| | 6.4 | FRANCHISE FEE REVIEW | 19 |
| | 6.5 | BUNDLED SERVICES..... | 20 |
| SECTION 7 | | SERVICES TO THE COMMUNITY | 21 |
| | 7.1 | SERVICES TO COMMUNITY FACILITIES | 21 |
| | 7.2 | EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL | 21 |
| | 7.3 | EG CAPITAL GRANT | 23 |
| SECTION 8 | | ENFORCEMENT, INSURANCE AND INDEMNIFICATION | 24 |
| | 8.1 | VIOLATIONS AND OPPORTUNITY TO CURE | 24 |
| | 8.2 | LIQUIDATED DAMAGES..... | 24 |
| | 8.3 | REVOCATION..... | 25 |
| | 8.4 | INSURANCE | 25 |
| | 8.5 | INDEMNIFICATION | 26 |
| SECTION 9 | | MISCELLANEOUS | 27 |
| | 9.1 | FORCE MAJEURE..... | 27 |
| | 9.2 | REMOVAL OF SYSTEM | 27 |
| | 9.3 | NOTICES | 27 |
| | 9.4 | EQUAL EMPLOYMENT OPPORTUNITY..... | 28 |
| | 9.5 | CAPTIONS | 28 |
| | 9.6 | GOVERNING LAW; VENUE | 28 |
| | 9.7 | TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL | 29 |

| | | |
|------|----------------------------------|----|
| 9.8 | ENTIRE AGREEMENT | 29 |
| 9.9 | SEPARABILITY..... | 30 |
| 9.10 | NO WAIVER OF RIGHTS..... | 30 |
| 9.11 | CHANGE OF LAW | 30 |
| 9.12 | COMPLIANCE WITH LAWS | 30 |
| 9.13 | THIRD PARTY BENEFICIARIES | 30 |
| 9.14 | APPLICABILITY OF AGREEMENT | 30 |

CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is by and between the Township of East Goshen, a municipality located in Chester County, Pennsylvania (hereinafter referred to as the "Township") and Comcast of Southeast Pennsylvania, LLC and Comcast of Pennsylvania, LLC (hereinafter collectively referred to as "Comcast").

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement which expires on December 31, 2024; and

WHEREAS, Comcast has requested that the Township renew Comcast's franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township's residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast's use of the Township's public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Township, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township

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; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Comcast agree as follows:

SECTION 1

DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Southeast Pennsylvania, LLC and/or Comcast of Pennsylvania, LLC but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service or Service - 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.

(e) Cable System or System - 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 the Township but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;

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

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within Comcast's control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local, educational and/or governmental programming.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(n) Franchise - The authorization granted by the Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Comcast remits to the Township pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;

- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls pertaining to Cable Services;
- (11) inside wire maintenance fees for Cable Services;
- (12) service plan protection fees for Cable Services;
- (13) convenience fees;
- (14) early termination fees on Cable Services;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Services;
- (23) billing and collection fees on Cable Services;
- (24) NSF check charges; and
- (25) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Township and Comcast agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(q) HD - High definition format.

(r) Leased Access or Commercial Access Channel - Any channel on Comcast's Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(s) Multiple Dwelling Units or MDU's - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(t) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(u) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(v) Outlet - An interior receptacle that connects a television set to the Cable System.

(w) Public Buildings - shall mean the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Township but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company.

(x) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township.

(y) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(z) Service Interruption - The loss of picture or sound on all Cable Service channels.

(aa) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives Cable Services distributed by the Cable System.

SECTION 2

GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Township has a sufficient easement or right-of-way to provide Cable Services. Nothing herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties (the "Effective Date"), unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Comcast has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant other Franchises to construct, operate or maintain a Cable System.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the Township. Without waiving any of its rights, the Township agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Township cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Township reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Township.

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township

grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service or other authorization to provide similar wired video services is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall notify Comcast in writing of the submission of the application.

SECTION 3

SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Township where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. 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 regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Township.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Township, unserved by another wireline video provider, where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within two hundred seventy-five (275) feet of the nearest distribution pole line within the public right of way. Upon written request from the Township, Comcast shall conduct a survey to determine the number of dwelling units in the

requested area and shall inform the Township of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The Township has the authority to require Comcast to place wires and/or equipment underground, provided that the Township imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Township where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such underground projects, Comcast shall be included by the Township for such funds, if permitted to do so under applicable law. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards.

Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Comcast, upon written request by the Township, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Township within thirty (30) days of completion of a Township-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the Township may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Township reserves the right, upon at least sixty (60) days' written notice to Comcast, to conduct a technical audit of the Cable System.

3.5 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")

Comcast and the Township hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

3.8 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property,

including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.9 SERVICE AREA MAPS

Upon thirty (30) days' written request, Comcast shall permit the Township to view a complete set of Comcast service area strand maps of the Township on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Township officials shall be at a mutually agreed time and location. Should the Township wish to obtain such strand maps of the Township for its exclusive use, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and only after the Township and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.10 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Township,, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to potential reimbursement of costs.

3.11 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.12 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Township for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township.

3.13 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

3.14 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with applicable FCC technical specifications.

3.15 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

SECTION 4 **SUBSCRIBER SERVICE STANDARDS**

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Township the results of such monthly average measurements.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or Xfinity logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) In accordance with applicable federal law, Comcast shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;

- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;
- (7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

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

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Township is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges;

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

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

(d) In accordance with applicable law, Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least twenty (20) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

4.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the Service Interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(b) Excluding conditions beyond its control and in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of a written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

Comcast shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

SECTION 5 REGULATION BY THE TOWNSHIP

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The Township shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents of the Township may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or

proprietary, the Township shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than twice during the term of this Agreement, the Township or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with forty-five (45) days' written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Township. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Township shall promptly inform Comcast in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review.

5.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Township's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Township to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Township. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, upon written request, Comcast shall provide the following reports to the Township:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Township a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Township and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and upon written request, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions in excess of 30 minutes and the approximate length of time of each such interruption

(b) Government Reports

Comcast shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6
COMPENSATION TO THE TOWNSHIP

6.1 FRANCHISE FEES

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Township may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Township shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth 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 March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Township. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Township.

6.3 QUARTERLY REPORTS

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

6.4 FRANCHISE FEE REVIEW

Not more than twice during the franchise term, the Township shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within

sixty (60) months from the date the Township receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Township shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Township shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Township with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Township shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Township's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Township's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Township's final determination shall be binding on Comcast.

(a) Any Franchise Fee payment due to the Township as a result of the Franchise Fee review shall be paid to the Township by Comcast within forty-five (45) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. If Comcast intends to charge for the services required by this section, it will give the Township one hundred twenty (120) days' written notice of the commencement of charges. The charges shall be consistent with applicable law – as of the Effective Date, defined as the “marginal cost” of providing such Cable Services. Comcast shall provide to the Township in writing reasonable detail sufficient to substantiate the marginal cost and the amount due. Comcast shall arrange with the Township for invoicing or deductions from the franchise fee. Charges may include those for services and equipment, if any, at each location. Charges may include applicable fees and taxes and may be subject to adjustment if consistent with applicable law. The Township may remove locations or change the level of Cable Service indicated on Exhibit A with thirty (30) days' written notice to Comcast. The Township may elect in writing not to receive the Cable Service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) During the term of the Franchise, the Township may change a Public Building location listed in Exhibit A upon ninety (90) days' written notice to Comcast, provided that the new location is a standard installation and within one hundred twenty-five (125) feet of existing Comcast cable distribution plant.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall continue to make available to the Township the use of one (1) Educational and one (1) Governmental (collectively “EG”) Access Channel in accordance with Section 611 of the Cable Act. Such EG Channels shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to a designated access provider. Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channels so that they may be received by all Comcast Subscribers in the Township.

(b) To enable the Township to utilize the EG Channels, Comcast shall continue to maintain direct links, including activation equipment capable of transmitting high quality video and audio between the video origination locations and the Comcast headend such that live programming can originate from these selected locations and be distributed via the Cable System to Subscribers in the Township. These links and equipment shall be collectively known as the “Return Lines.” Comcast shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Township.

(c) Comcast shall be responsible for maintaining the Return Lines to the origination sites of the EG Channels so long as the Township provides Comcast with access to such locations

and access to the EG Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channels in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(d) Any expenditure made in connection with the construction of the Return Lines shall be at the expense of the Township. The Township and Comcast further agree that all costs incurred by Comcast for supporting such EG Channels, including any and all equipment, and EG capital support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(e) The Township or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channels. The Township and Comcast agree to work cooperatively in implementing the EG channels through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at the Township's expense, relocate the EG origination site(s) and the associated Return Line(s) as follows: (i) Comcast's obligation shall be subject to the same terms and conditions that apply to the original EG origination site(s) in this Section; and (ii) the Township shall provide access to such site(s) at least ninety (90) days prior to anticipated use of the new EG origination site(s). The timeline for relocation of the EG origination site(s) shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the Township or its designee does not program any EG Channel(s), Comcast may request the use of this channel(s) subject to written approval by the Township. If the Township approves Comcast's use of an EG Channel(s) and, subsequent to such approval, the Township requests the utilization of the EG Channel(s) being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Township that it requires such channel(s) for educational and/or governmental use.

(h) Comcast shall use its best efforts to maintain the channel assignments for the current EG Channels as of the Effective Date. Notwithstanding the foregoing, in the event that Comcast deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall provide the Township thirty (30) days' advance written notice of any change in EG Channel assignments.

(i) Upon the written request of the Township and no sooner than twelve (12) months after the Effective Date, the parties agree to meet and discuss the possibility of distributing one (1) EG Channel in High Definition (HD) format. The parties further agree to discuss the number of

hours of locally produced, non-automated, non-character generated, non-satellite EG Access content produced in HD by the Township, the future plans of the Township to produce such local content in HD format, reclamation of the existing Standard Definition (SD) EG Channel and any necessary upgrade and equipment costs.

(j) Upon agreement of the parties, if the Township is producing a majority of its locally produced, non-automated, non-character generated, non-satellite EG Access content in HD, upon two hundred seventy (270) days' written request and payment of any necessary upgrade and equipment costs by the Township, Comcast shall provide all necessary equipment at the designated channel origination location(s) and at its Headend and hubs or similar distribution facilities necessary to deliver and activate one (1) activated EG Channel in HD format to Subscribers.

(k) No sooner than one (1) year from activation of the HD Channel, Comcast shall have the right to reclaim the corresponding SD EG Channel.

(l) The Township or its EG Access Designee shall be responsible for providing the HD EG Channel signal in a HD format compatible with Comcast's equipment in the Cable System at the applicable demarcation point.

(m) The Township acknowledges that HD programming may require special viewer equipment and subscription to advance services and that by agreeing to make one (1) EG Channel available in HD format, Comcast shall not be required to provide free HD equipment to Subscribers, or for the Township or the public schools, nor modify its equipment or pricing policies in any manner, except as otherwise expressly provided for in this Agreement. The Township acknowledges that not every Subscriber may be able to view HD EG Access Programming on every TV, and additional costs may be required for the reception of HD programming.

(n) Comcast may implement HD carriage of the EG Channel in any manner (including selection of compression, utilization of IP (Internet Protocol), or other processing characteristics) that produce a signal from the perspective of the viewer that is substantially equivalent to similar commercial HD channels on the Cable System.

7.3 EG CAPITAL GRANT

Comcast shall provide the Township with a one-time EG capital grant to be used in support of the production of local EG Channel programming. The Township shall ensure the use of the capital grant is consistent with federal law. The EG grant provided by Comcast shall be in the amount of \$13,170. Such grant is to be paid to the Township as follows: (i) one half within ninety (90) days of the Effective Date and (ii) one-half on the fifth (5th) anniversary of the Effective Date. Pursuant to federal law, such capital grant shall not be offset against Franchise Fees remitted or due to the Township. Comcast and the Township agree that the cost of such grant may be designated as a "cost of franchise requirements" or "external cost" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township has reason to believe that Comcast violated any material provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Township.

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Township's judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with this Section 8.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with the material terms of this Agreement may result in harm to the Township and because it will be difficult to measure the extent of such injury, the Township may assess liquidated damages against Comcast in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast but shall be in addition to such specific performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred twenty (120) days per violation. The Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Township Council after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Comcast at least thirty (30) days' prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. If Comcast appeals such determination to an appropriate court, the revocation shall be stayed.

8.4 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars (\$1,000,000) combined single limit per occurrence.

(b) The Township, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Township verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Township with at least thirty (30) days' prior written notice in the event the policies are cancelled or not renewed.

(d) Comcast shall deliver to the Township Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Township.

8.5 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Township determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Township. Comcast shall not indemnify the Township for any claims resulting from acts of willful misconduct or negligence on the part of the Township.

SECTION 9

MISCELLANEOUS

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Township, Comcast shall inform the Township within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Township shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

East Goshen Township
Municipal Building
1580 Paoli Pike
West Chester, PA 19380
Attention: Township Manager

The Township may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast of Southeast Pennsylvania, LLC and Comcast of Pennsylvania, LLC
55 Industrial Drive
Ivyland, PA 18974
Attention: VP, Government Affairs Department

With copies to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Legal Department/Franchise

AND

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township. Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for 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.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, Chester County or in the United States District Court for the Eastern District of Pennsylvania.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Township of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

9.9 SEPARABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

No course of dealing between Comcast and the Township, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Township in contravention of such rights, except to the extent expressly waived by Comcast.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

9.13 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 APPLICABILITY OF AGREEMENT

All the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. _____ dated _____, 2023 of the Township Board of Supervisors.

WITNESS our hands and official seals to this Cable Franchise Agreement.

Township of East Goshen

By: _____

Name: _____

Title: _____

Date: _____

Comcast of Southeast Pennsylvania, LLC

By: _____

Name: Daniel Bonelli

Title: Senior Vice President – Freedom Region

Date: _____

Comcast of Pennsylvania, LLC

By: _____

Name: Daniel Bonelli

Title: Senior Vice President – Freedom Region

Date: _____

EXHIBIT A
LOCATIONS FOR CABLE TELEVISION SERVICE

MEMO

Date: August 9, 2023
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Minimum Municipal Obligation (MMO) for 2024

Per state law, municipalities are responsible to contribute a Minimum Municipal Obligation (MMO) to their pension funds for the 2024 Fiscal Year. In short, the minimum municipal obligation (MMO) is the Commonwealth of Pennsylvania's mandated smallest amount a municipality must contribute to any pension plan established for its employees. The amount is calculated using actuarial science to ensure that municipal pension plans are sufficiently funded.

It should be noted that the one plan, the defined benefit plan, is no longer in use for current employees and has a MMO of \$0. Another important point is that the non-uniformed defined contribution plan is broken out into two portions: East Goshen administrative staff and WEGO administrative staff. The term "financial requirement" in the MMO paperwork is referring to the amount that would be required as the MMO before employee contributions to the plan.

Motion: Mr. Chairman, I make a motion we approve the Minimum Municipal Obligations for the 4 following pension plans: **Fire Pension Plan: \$168,824; Non-Uniformed Defined Benefit Plan: \$0; Non-Uniformed Defined Contribution: \$136,700; Non-Uniformed Defined Contribution (WEGO Administration): \$22,000.**

Thomas J. Anderson & Associates, Inc.

MUNICIPAL PENSION SPECIALISTS

115 WESTTOWN RD., STE 101
WEST CHESTER, PA 19382
(610) 430-3385 FAX (610) 430-3387

August 2, 2023

Mr. David Ware
Finance Manager
EAST GOSHEN TOWNSHIP
1580 Paoli Pike
West Chester, PA 19380



RE: 2024 Financial Requirement and Minimum Municipal Obligation

Dear Dave:

Enclosed is the Financial Requirement and Minimum Municipal Obligation (MMO) for your municipality's Pension Plan(s) for the upcoming 2024 plan year. Act 205 requires that the Chief Administrative Officer (CAO) of the pension plan(s) shall submit to the governing body of the municipality the financial requirement of the pension plan(s) for the following plan year (2024). This annual report must be presented to the governing body on or before the last business day in September (September 29, 2023).

The payroll amount used in your 2024 budget was computed by obtaining from you, the earnings for the active full-time members of the pension plan(s) as of June 30, 2023 and then doubling this figure in order to arrive at the projected annual payroll for the year in which the budget is prepared. The budgeted administrative expenses were based upon the expenses reported in the plan(s)' most recent Act 205 Actuarial Report.

These reporting requirements will be closely monitored by the Department of the Auditor General in future audits. Therefore, if you should have any questions concerning any of the above, please do not hesitate to contact our office. Upon approval, please forward a signed/dated copy of the 2024 MMO budget for our records.

Sincerely,

JAMES P. KENNEDY
President

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024**

NAME OF MUNICIPALITY:
COUNTY:

EAST GOSHEN TOWNSHIP
CHESTER

FIRE
PENSION PLAN

| | | |
|---|---|-------------|
| 1 | TOTAL ANNUAL PAYROLL | \$1,200,000 |
| | Estimated Payroll | |
| 2 | NORMAL COST AS A PERCENTAGE OF PAYROLL | 13.32% |
| | (Derived from latest actuarial valuation) | 1/1/23 |
| 3 | TOTAL NORMAL COST | \$159,840 |
| | (Item 1 x Item 2) | |
| 4 | AMORTIZATION REQUIREMENT | \$47,305 |
| | (Derived from latest actuarial valuation) | |
| 5 | TOTAL ADMINISTRATIVE EXPENSES | \$8,125 |
| | (Based on Estimate) | |
| 6 | FINANCIAL REQUIREMENT | \$215,270 |
| | (+ Item 3 + Item 4 + Item 5) | |
| 7 | TOTAL MEMBERS CONTRIBUTIONS | \$46,446 |
| 8 | FUNDING ADJUSTMENT | \$0 |
| | (Derived from latest actuarial valuation) | |
| 9 | MINIMUM MUNICIPAL OBLIGATION | \$168,824 |
| | (+ Item 6 - Item 7 - Item 8) | |

Signature of Chief Administrative Officer

Date Certified to Governing Body

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024**

NAME OF MUNICIPALITY:
COUNTY:

EAST GOSHEN TOWNSHIP
CHESTER

NON-UNIFORMED
PENSION PLAN

| | |
|---|----------|
| 1 TOTAL ANNUAL PAYROLL | \$0 |
| Estimated Payroll | |
| 2 NORMAL COST AS A PERCENTAGE OF PAYROLL | 0.00% |
| (Derived from latest actuarial valuation) | 1/1/23 |
| 3 TOTAL NORMAL COST | \$0 |
| (Item 1 x Item 2) | |
| 4 AMORTIZATION REQUIREMENT | \$0 |
| (Derived from latest actuarial valuation) | |
| 5 TOTAL ADMINISTRATIVE EXPENSES | \$7,650 |
| (Based on Estimate) | |
| 6 FINANCIAL REQUIREMENT | \$7,650 |
| (+ Item 3 + Item 4 + Item 5) | |
| 7 TOTAL MEMBERS CONTRIBUTIONS | \$0 |
| 8 FUNDING ADJUSTMENT | \$52,280 |
| (Derived from latest actuarial valuation) | |
| 9 MINIMUM MUNICIPAL OBLIGATION | \$0 |
| (+ Item 6 - Item 7 - Item 8) | |

NOTE: Since the actuarial value of assets exceeds the actuarial present value of future benefits,
there is no financial requirement or municipal obligation required for the year 2024

Signature of Chief Administrative Officer

Date Certified to Governing Body

Thomas J. Anderson & Associates, Inc.

MUNICIPAL PENSION SPECIALISTS

115 WESTTOWN RD., STE 101
WEST CHESTER, PA 19382
(610) 430-3385 FAX (610) 430-3387

August 2, 2023

Mr. David Ware
Finance Manager
EAST GOSHEN TOWNSHIP
1580 Paoli Pike
West Chester, PA 19380

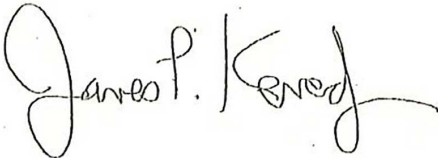
RE: 2024 Financial Requirement and Minimum Municipal Obligation

Dear Dave:

Enclosed is the Financial Requirement and Minimum Municipal Obligation (MMO) for your municipality's Pension Plan(s) for the upcoming 2024 plan year. Act 205 requires that the Chief Administrative Officer (CAO) of the pension plan(s) shall submit to the governing body of the municipality the financial requirement of the pension plan(s) for the following plan year (2024). This annual report must be presented to the governing body on or before the last business day in September (September 29, 2023).

If you should have any questions concerning any of the above, please do not hesitate to contact me. Upon approval, please forward a signed/dated copy of this 2024 MMO budget for our records.

Sincerely,



JAMES P. KENNEDY
President

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024**

NAME OF MUNICIPALITY:
COUNTY:

EAST GOSHEN TOWNSHIP
CHESTER

NON-UNIFORMED
DEF. CONT.

| | |
|---|-----------|
| 1. TOTAL ANNUAL PAYROLL (Estimated payroll) | 2,400,000 |
| 2. RATE OF CONTRIBUTION AS A % OF PAYROLL (Derived from latest actuarial valuation) 1/1/23 | 5.50% |
| 3. TOTAL CONTRIBUTION COST (Item 1 times Item 2) | 132,000 |
| 4. TOTAL ADMINISTRATIVE EXPENSES | 4,700 |
| 5. TOTAL FINANCIAL REQUIREMENT (+Item 3 +Item 4) | 136,700 |
| 6. MINIMUM MUNICIPAL OBLIGATION | 136,700 |

Signature of Chief Administrative Officer

Date Certified to Governing Body

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024**

NAME OF MUNICIPALITY:
COUNTY:

EAST GOSHEN TOWNSHIP
CHESTER

NON-UNIFORMED (COMM)
DEF. CONT.

| | |
|---|---------|
| 1. TOTAL ANNUAL PAYROLL (Estimated payroll) | 400,000 |
| 2. RATE OF CONTRIBUTION AS A % OF PAYROLL (Derived from latest actuarial valuation) 1/1/23 | 5.50% |
| 3. TOTAL CONTRIBUTION COST (Item 1 times Item 2) | 22,000 |
| 4. TOTAL ADMINISTRATIVE EXPENSES | 0 |
| 5. TOTAL FINANCIAL REQUIREMENT (+Item 3 +Item 4) | 22,000 |
| 6. MINIMUM MUNICIPAL OBLIGATION | 22,000 |

Signature of Chief Administrative Officer

Date Certified to Governing Body

MEMO

Date: August 10, 2023

From: Conservancy Board

To: Board of Supervisors

Re: CRC Watersheds-Applebrook Park Planting

The Conservancy Board would like the Board of Supervisors to review the proposal from CRC Watersheds Applebrook Park Planting. CRC presented the plan at the Conservancy Board meeting on August 9, 2023. The proposal is just a standard contract and all paragraphs are up for discussion and negotiation to suite each individual situation and the landowner. Any concerns the Board may have about any paragraphs can be raised with CRC and they will discuss the best options for both parties. If necessary, CRC has agreed to come to a future Board Meeting to answer any questions.

After discussion with CRC, the Conservancy Board feels that the cost benefit outweighs any cons with how much money we can save by planting these trees and we can use them for our tree city tree count.

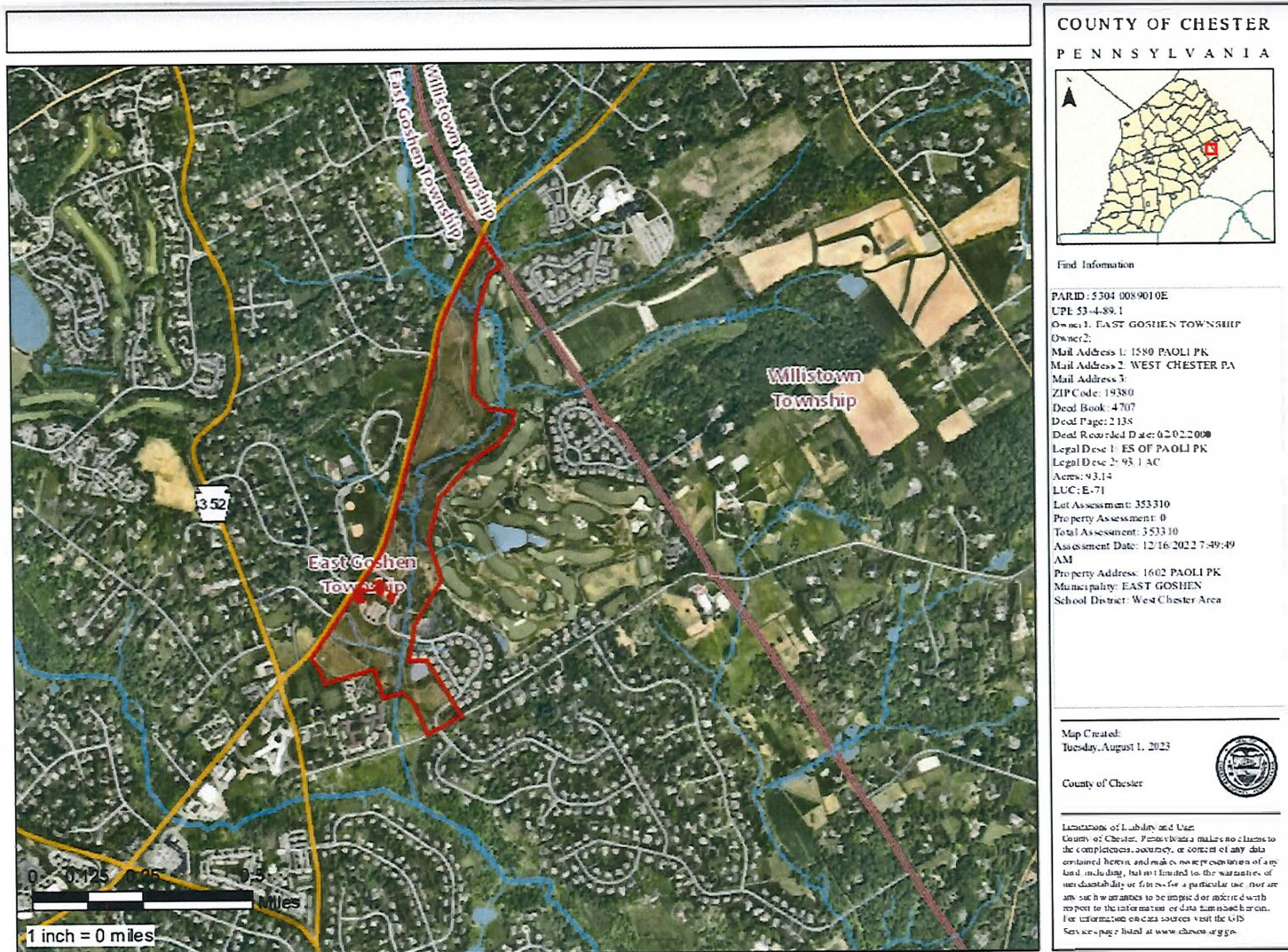
Applebrook Park

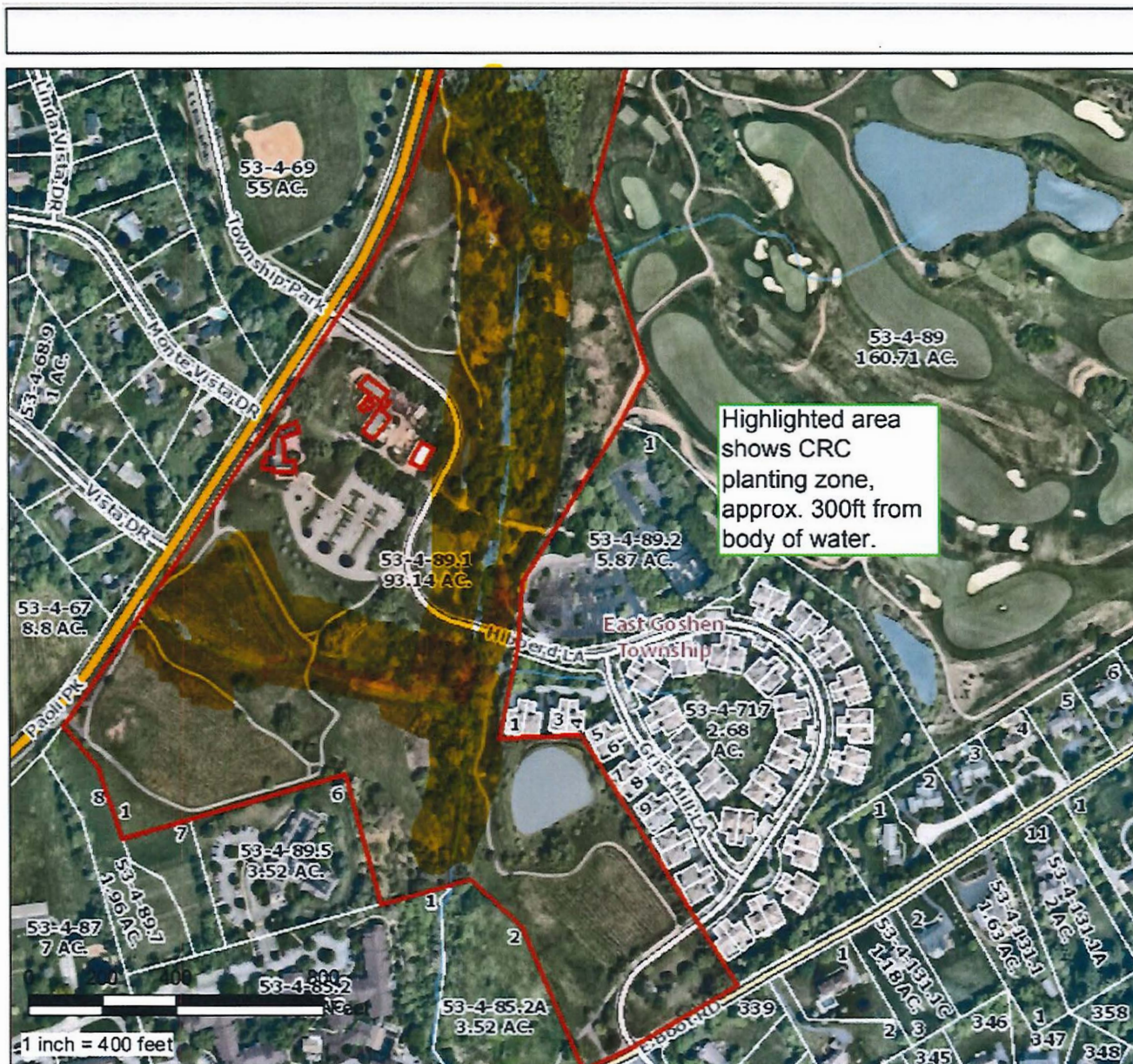
Sample Site Packet

Please note that this packet was created to act as a sample, and no details are final.

| | |
|--------------------------------------|---|
| Planting Site Maps | 2 |
| Sample Budget | 5 |
| Sample Planting and Maintenance Plan | 6 |
| Timeline | 7 |

Planting Site Maps





COUNTY OF CHESTER
PENNSYLVANIA



Find Information

PARID: 5304 0089010E
 UPL: 53-4-89.1
 Owner1: EAST GOSHEN TOWNSHIP
 Owner2:
 Mail Address 1: 1580 PAOLI PK
 Mail Address 2: WEST CHESTER PA
 Mail Address 3:
 ZIP Code: 19380
 Dead Book: 4707
 Dead Page: 2138
 Dead Recorded Date: 02/02/2000
 Legal Desc 1: ES OF PAOLI PK
 Legal Desc 2: 93.1 AC
 Acres: 93.14
 LUC: E-71
 Lot Assessment: 353310
 Property Assessment: 0
 Total Assessment: 353310
 Assessment Date: 12/16/2022 7:49:49 AM
 Property Address: 1602 PAOLI PK
 Municipality: EAST GOSHEN
 School District: West Chester Area

Map Created:
Tuesday, August 1, 2023

County of Chester



Limitations of Liability and Use:
 County of Chester, Pennsylvania makes no claims to the completeness, accuracy, or content of any data contained herein, and makes no representation of any kind, including, but not limited to the warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied or inferred with respect to the information or data submitted herein. For information on data sources visit the GIS Service page listed at www.chesco.org/gis.

Sample Budget

| Item Description | Units | Unit Cost | Total |
|---|-------|-----------|---------------------|
| Cost of Materials | | | |
| Native trees 5-7' native trees, carefully selected to match the needs of the particular riparian buffer site | 125 | \$ 40.00 | \$ 5,000.00 |
| Tree Protection & Mulch Wire fence for tree cages, tree guards, stakes, ties, and mulch | | | \$ 2,500.00 |
| Transportation Cost Truck usage/mileage, plant delivery | | | \$ 300.00 |
| Staff Services Project Manager, Tree Planting Coordinator, Director of Volunteerism; covers strategic planning of planting plan, acquiring of plant and protective material, site preparation, event coordination, and more | | | \$ 2,500.00 |
| Overhead Expenses Percentage to cover the overhead and surrounding costs of the tree planting and CRC's work | | | \$ 1,545.00 |
| Totals | | | \$ 11,845.00 |

* The above costs are being sponsored by a private funder. Future replacements, if necessary, are to be funded by the Landowner.

Sample Planting and Maintenance Plan

Applebrook Park, East Goshen Township

September or October 2023 Riparian Buffer Planting

Coordinates: 40.00302389946552, -75.53720452299197

Site Address: 1602 Paoli Pike, West Chester, PA 19380

Site Ownership: East Goshen Township

County: Chester County

Watershed: Ridley Creek Watershed

Planting Plan

CRC will plant about 125 trees, ranging in container size, and protect with a 5'-6' circumference wire cage, or a 4' tall tree tube, with a wooden stake to hold in place. Depending on tree form, some trees may receive a plastic tree tube, 4' ft in height, with a tree stake holding the tube in place. In addition, CRC uses a wood chip mulch for ground cover around our plantings to maintain nutrients and moisture of the newly planted trees.

The trees to be planted include:

- Common species CRC plants: Red Maple, Silver Maple, Serviceberry, River Birch, Redbud, White Fringe Tree, Flowering Dogwood, Sweetbay Magnolia, Sycamore, Swamp White Oak, Pin Oak,...

Maintenance Plan

Staff of the Landowner will periodically maintain the site, including removal of overgrowth or invasive species as needed. CRC staff and volunteers will review the site on an ongoing basis to determine whether planting needs are being appropriately managed or if CRC will need to hold a volunteer event to conquer any larger needs for removal or cutting. In addition, CRC will review the status of the plants, deer caging, and stakes to ensure they are still viable.

Throughout the ensuing years (3+), Landowner staff will be responsible for review and maintenance of the site and the planting, including invasive removal and herbicide application as necessary. CRC staff, Tree Advisory Committee members, and volunteers will visit the site regularly to identify any outstanding needs as well, which may lead to greater intervention.

Budget

See above. We will compare prices and quality from various nurseries, so as to pay the least amount in total.

Timeline

- **May-June 2023** – identify site and needs
- **July-August 2023**– Create planting plan map, coordinate approval with Landowner, and prepare the site to give volunteers access to the area. Create a final planting plan with coordination of the Landowner, including Landowner signature.
- **Early September 2023** - reserve and order plants and materials
- **Middle September 2023** – Engage corporate/community volunteers for the tree planting.
- **October 2023**– utilize corporate and citizen volunteers to plant, stake, cage, mulch, and remove invasive plants
- **Throughout 2023 and 2024**– CRC Volunteers and staff periodically visit the area and manage as needed.
- **2024-2026** – CRC staff to review the site and adjust/make arrangements as needed

RIPARIAN BUFFER INSTALLATION AGREEMENT

Site Address: 1602 Paoli Pike, West Chester, PA 19380

Landowner: East Goshen Township

Project Grantee: Chester Ridley Crum Watersheds Association (CRC)

This agreement, dated _____, between East Goshen Township (Landowner) and Chester Ridley Crum Watersheds Association (CRC) allows the CRC and/or its Partners to undertake community & watershed forestry planting activities on land owned by East Goshen Township (Landowner) in Chester County, Commonwealth of Pennsylvania.

In signing this agreement, East Goshen Township (Landowner) grants to the CRC, or its designees, the authority to complete the activities described in Appendix "A." The site plan drawings included in Appendix "A" show existing site conditions and work to be completed.

East Goshen Township (Landowner) agrees to maintain the community & watershed forestry practice depicted in Appendix "A" under this agreement for at least twenty-five (25) years.

Appendix "B" identifies estimated planting costs and donations of supplies or equipment from the CRC and its Partners to East Goshen Township (Landowner) for carrying out these activities.

East Goshen Township (Landowner) grants the CRC and its Partners vehicular and equipment access to the site with 48 hours prior notice to conduct project-related activities such as site analysis and design, installing trees, shrubs, and other vegetative cover, inspecting completed work, maintenance, and monitoring for at least 25 years.

East Goshen Township (Landowner) do not have to be present unless otherwise requested by the project manager.

East Goshen Township (Landowner) retain all rights to control trespass and retain all responsibility for taxes, assessments, granting of right-of-way, control and eradication of noxious weeds, and other incidences of ownership.

East Goshen Township (Landowner) agrees that all design and project implementation will be managed by the CRC or its representatives.

East Goshen Township (Landowner)'s stewardship activities are described in Appendix "A." In the event that a natural circumstance, beyond the control of East Goshen Township (Landowner), damages the constructed or installed components of the project, East Goshen Township (Landowner) will not be required to repair these damages.

East Goshen Township (Landowner) agrees to ensure that trees and shrubs planted in the project area are not cut, removed, mowed or otherwise disturbed, for at least 25 years, and the materials used to protect these plantings remain in place for their full recommended useful life.

East Goshen Township (Landowner) shall notify the CRC in writing, prior to the implementation of any action, if (1) East Goshen Township (Landowner) ever proposed to convert facilities constructed, rehabilitated, or improved under this Agreement, (2) if the facility ever becomes obsolete and East

Goshen Township (Landowner) decides to destroy or remove the plantings, or (3) East Goshen Township (Landowner) proposed to sell off lands developed, rehabilitated or improved with these funds.

East Goshen Township (Landowner) must obtain the CRC's written consent in order to modify the original site plan. This agreement may be modified at any time by mutual consent of the parties.

Name & Position (Print)
Landowner, East Goshen Township

Signature

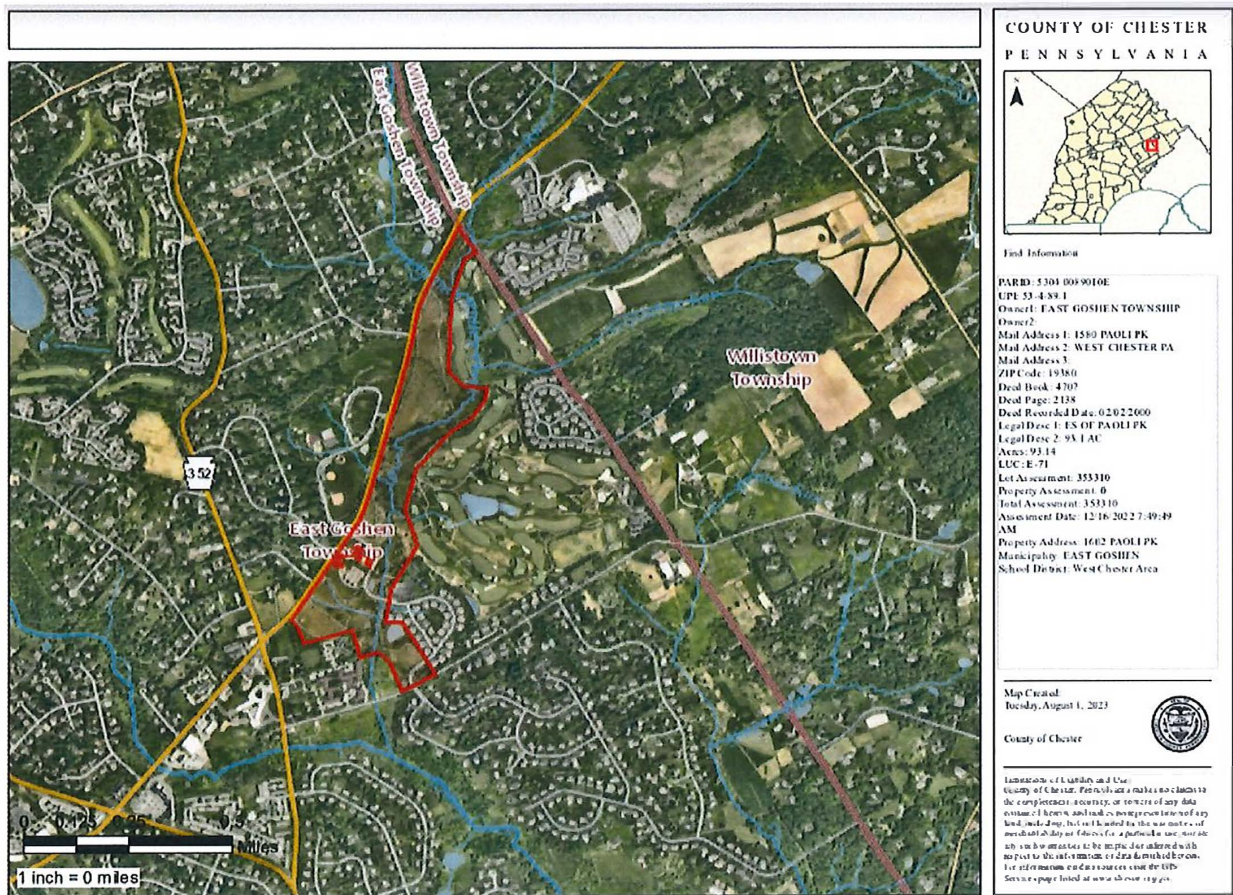
Date

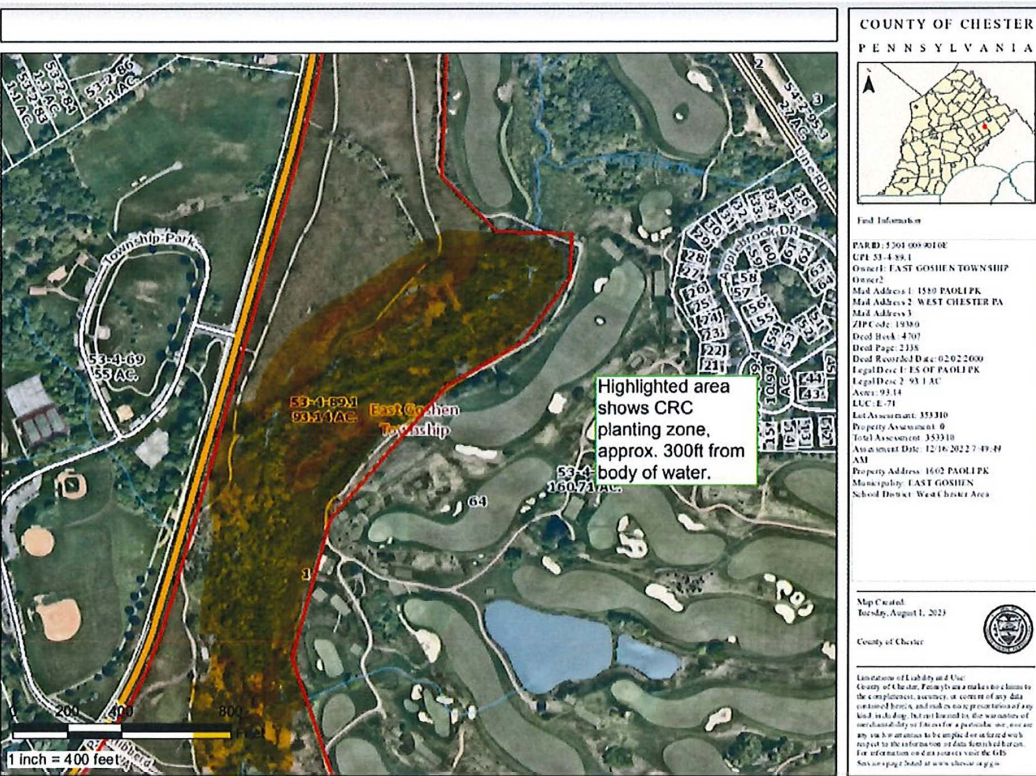
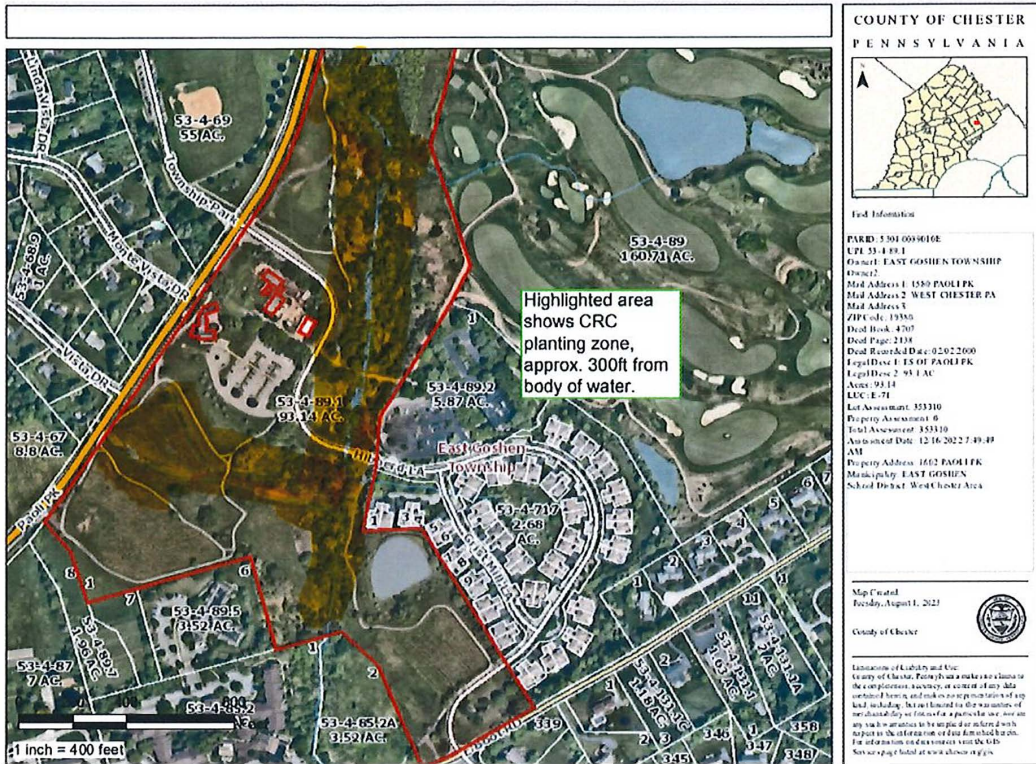
Carly Lare
Executive Director, Chester Ridley
Crum Watersheds Association

Signature

Date

Appendix A: Planting Map & Planting Plan





Sample Planting and Maintenance Plan

Applebrook Park, East Goshen Township

September or October 2023 Riparian Buffer Planting

Coordinates: 40.00302389946552, -75.53720452299197

Site Address: 1602 Paoli Pike, West Chester, PA 19380

Site Ownership: East Goshen Township

County: Chester County

Watershed: Ridley Creek Watershed

Planting Plan

CRC will plant about 125 trees, ranging in container size, and protect with a 5'-6' circumference wire cage, or a 4' tall tree tube, with a wooden stake to hold in place. Depending on tree form, some trees may receive a plastic tree tube, 4' ft in height, with a tree stake holding the tube in place. In addition, CRC uses a wood chip mulch for ground cover around our plantings to maintain nutrients and moisture of the newly planted trees.

The trees to be planted include:

- Common species CRC plants: Red Maple, Silver Maple, Serviceberry, River Birch, Redbud, White Fringe Tree, Flowering Dogwood, Sweetbay Magnolia, Sycamore, Swamp White Oak, Pin Oak,...

Maintenance Plan

Staff of the Landowner will periodically maintain the site, including removal of overgrowth or invasive species as needed. CRC staff and volunteers will review the site on an ongoing basis to determine whether planting needs are being appropriately managed or if CRC will need to hold a volunteer event to conquer any larger needs for removal or cutting. In addition, CRC will review the status of the plants, deer caging, and stakes to ensure they are still viable.

Throughout the ensuing years (3+), Landowner staff will be responsible for review and maintenance of the site and the planting, including invasive removal and herbicide application as necessary. CRC staff, Tree Advisory Committee members, and volunteers will visit the site regularly to identify any outstanding needs as well, which may lead to greater intervention.

Budget

See above. We will compare prices and quality from various nurseries, so as to pay the least amount in total.

Timeline

- **May-June 2023** – identify site and needs
- **July-August 2023**– Create planting plan map, coordinate approval with Landowner, and prepare the site to give volunteers access to the area. Create a final planting plan with coordination of the Landowner, including Landowner signature.

- **Early September 2023** - reserve and order plants and materials
- **Middle September 2023** – Engage corporate/community volunteers for the tree planting.
- **October 2023**– utilize corporate and citizen volunteers to plant, stake, cage, mulch, and remove invasive plants
- **Throughout 2023 and 2024**– CRC Volunteers and staff periodically visit the area and manage as needed.
- **2024-2026** – CRC staff to review the site and adjust/make arrangements as needed

Appendix B: Budget

| Item Description | Units | Unit Cost | Total |
|--|-------|-----------|---------------------|
| Cost of Materials | | | |
| Native trees | 125 | \$ 40.00 | \$ 5,000.00 |
| 5-7' native trees, carefully selected to match the needs of the particular riparian buffer site | | | |
| Tree Protection & Mulch | | | \$ 2,500.00 |
| Wire fence for tree cages, tree guards, stakes, ties, and mulch | | | |
| Transportation Cost | | | \$ 300.00 |
| Truck usage/mileage, plant delivery | | | |
| Staff Services | | | \$ 2,500.00 |
| Project Manager, Tree Planting Coordinator, Director of Volunteerism; covers strategic planning of planting plan, acquiring of plant and protective material, site preparation, event coordination, and more | | | |
| Overhead Expenses | | | \$ 1,545.00 |
| Percentage to cover the overhead and surrounding costs of the tree planting and CRC's work | | | |
| Totals | | | \$ 11,845.00 |